

1. **Parties.** This is a contract for personal services between the State of Vermont, Department of Vermont Health Access (hereafter called "State"), and Maximus Health Services, Inc., with a principal place of business in 1891 Metro Center Drive, Reston, Virginia 20190 (hereafter called "Contractor"). The Contractor's form of business organization is a Corporation. The Contractor's local address is 101 Cherry Street, Suite 320, Burlington, Vermont 05401. It is the Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, the Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. **Amended and Restated Contract:** The State and the Contractor originally entered into this contract relating to the provision of services generally for enrollment, benefit counseling, and member services as of December 15, 2011 (the "Original Contract"). As of June 27, 2014, the State and the Contractor agree to amend and restate the Original Contract to read in whole as set forth in this Amended and Restated Contract (which constitutes the third amendment to the Original Contract). The parties hereby affirm each of their respective representations and certifications made as of the date of the Original Contract.

3. **Subject Matter.** The subject matter of this contract is personal services generally on the subject of enrollment, benefit counseling, and member services for the Green Mountain Care and Vermont Health Connect Customer Support Center. Detailed services to be provided by the Contractor are described in Attachment A.

4. **Maximum Amount.** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed \$27,177,432.

5. **Contract Term.** The period of Contractor's performance shall begin on December 15, 2011 and end on June 30, 2015.

6. **Prior Approvals.** If approval by the Attorney General's Office or the Secretary of Administration is required, (under current law, bulletins, and interpretations), neither this contract nor any amendment to it is binding until it has been approved by either or both such persons.

Approval by the Attorney General's Office is required.

Approval by the Secretary of Administration is required.

7. **Amendment.** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

8. **Cancellation.** This contract may be cancelled by either party by giving written notice at least 60 days in advance. Notwithstanding this provision, if a governmental agency with due authority determines that a program or facility operated by the Contractor, wherein services authorized under this contract are provided, is not in compliance with State and Federal law or is operating with deficiencies that pose immediate jeopardy to a child's health, welfare or safety, the State may terminate this contract immediately and notify the Contractor accordingly. Also, in the event that federal funds supporting this procurement grant become unavailable or are reduced, the State may cancel this contract upon written notice and shall be obligated to pay only for those services provided by Contractor.

9. **Attachments.** This contract consists of 59 pages including the following attachments, which are incorporated herein:

Attachment A - Specifications of Work to be Performed

Attachment B - Payment Provisions
Attachment C - Customary State Contract provisions
Attachment D – Modification of Customary Provisions
Attachment E - Business Associate Agreement
Attachment F - Customary Contract Provisions of the Agency of Human Services
Attachment G - Integration Scope of Work
Attachment H - Business Partner Agreement

The order of precedence of documents shall be as follows:

- 1). This document
2. Attachment D
- 3). Attachment C
- 4). Attachment A
- 5). Attachment B
- 6). Attachment E
- 7) Attachment F
- 8) Appendix 1

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.

BY THE STATE OF VERMONT:

BY THE CONTRACTOR:

MARK LARSON, COMMISSIONER
DATE
312 Hurricane Lane, Suite 201
Williston, VT 05495-2087
Phone: 802-879-5901
Email: Mark.Larson@state.vt.us

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

Department of Vermont Health Access
(DVHA)

Maximus Health Services, Inc.

ATTACHMENT A

SPECIFICATIONS OF WORK TO BE PERFORMED

OVERVIEW OF ALL WORK TO BE PERFORMED

Contractor shall provide services defined in this Amendment that are characterized as high quality interactions with Vermonters. Customer Service Representatives (CSRs) shall answer questions and serve customers efficiently by providing accurate, complete and clear information so Vermonters can make well-informed decisions for themselves. These goals are achieved through engaged and empathetic dialog that seeks appropriate information from the customer so their situation is thoroughly understood before the CSR answers a question, initiates a resolution, or determines that an escalation to another unit is required. CSR's interactions are intended to be friendly and natural; scripts are not read verbatim to callers, although scripts may be used as a resource.

1. OVERVIEW OF PUBLICLY 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 called Vermont Health Connect ("VHC"). The development of Vermont Health Connect and associated processes, software and services shall be referred to herein as the "VHC 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, as possible based on access to and user rights for state systems; for all other changes, send a message to the HAEU eligibility specialist or other parties as appropriate.
- Update computer systems for District Office (DO) cases with reports of pregnancy end dates, births and low income subsidy application dates as possible based on access to and user rights for state systems; 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 as possible based on access to and user rights for state systems; 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.
- 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.
- 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 VHC portal and Customer Relationship Management (CRM) systems to provide customer support service for VHC and Modified Adjusted Gross Income (MAGI) Medicaid beneficiaries and customers.

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.
- 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% and maximum 10% of the Bus Voucher related medical appointments reported by Medicaid beneficiaries through telephone outbound calls to providers to verify beneficiary reported appointments. Track and report 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 bus vouchers as stated in Attachment B, Payment Provisions.
- 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 via the mail or in person for those consumers who present at the Burlington CSC..
- Track voucher usage and provide agreed-upon electronic reports to the State monthly.
- 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.

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

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

Contractor will Utilize the State's VHC and Customer Relationship Management (CRM) and/or the State of Vermont's Access software solutions to perform all tasks and duties for VHC 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, Carriers, Navigators and Brokers 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 card, debit card and Automated Clearing House (ACH) payment information and enter this information into the VHC portal.
- 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 the VHC portal 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; VHC 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 in accordance with state approved policies and procedures.
- Assist any customer who may not have access to the VHC web portal to perform education, prescreening, eligibility, enrollment, and premium payment related activities.
- Capture detailed customer comments in the state CRM to 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 telephonic interpreter services as needed to support non English speaking consumers.

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 19 section B without managing this service level through pressure on limiting call length in a way that negatively impacts 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.

Open hours on state holidays and holiday weekends will be determined on a case by case basis, and may be modified depending on enrollment deadlines or other needs as determined by the State. The State will provide the Contractor with advance notice of at least 7 calendar days as to requests to modify the holiday/weekend hours of operation. “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) closed main greeting so customers are informed of the Support Center’s open hours for that week in the very first IVR greeting when calling after hours.

The Contractor must provide TTY communication and relay service, and language interpreter services 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 toll free 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 annually. 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.

All materials will be branded with the appropriate state logos, and will not display Contractor logos.

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 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 Advocate.
- 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 Credits and Cost sharing subsidies.
- Educate customers and respond to questions to assist consumers with the QHP application process. Assists customers in understanding application questions so the accuracy of customer responses are optimized.

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 VHC's Qualified Health Plans. The Contractor shall assist individuals with the selection of Primary Care Providers. For some publicly funded programs, determination of financial eligibility will be performed by the Department of

Children and Families (DCF) or other State designated organization. For MAGI and QHP applicants, Contractor will facilitate eligibility determination through the VHC web portal, and escalate to the appropriate State Tier II groups for situations that are not clear. 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 the Dental Home program into their plan or provider of choice. 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 Contractor will handle Tier 1 and most Tier II calls for State of Vermont health care programs as requested by the State. Tier III calls will be escalated to the current State of Vermont Support Services Unit (SSU), Health Access Eligibility Unit (HAEU), 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 unless the state elects to suspend the procedure for any reason.

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 based on information provided by the State of Vermont on the daily notice file. 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.

If requested by the State, 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 VHC, at a web location to be specified by the State with appropriate identifiers to be stored within the VHC document repository.

Correspondence between the State and the Contractor:

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 320
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 an adequate number of staff and Customer Support Representatives (CSRs) to handle the volume of work and incoming calls within the service levels set forth in Attachment A, Section 19 A & B 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 19(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 call queues shall be actively managed in response to variances to forecasted call volumes that impact the Contractor's ability to meet Performance Standards defined in Attachment A, section 19.

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 participate in state Operations team meetings as requested. 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, including but not limited to an on-site, Workforce Planner dedicated to monitoring real time call volumes by skillset, and rerouting calls to achieve contracted service levels. Contractor shall employ Customer Support Representatives that exhibit strong telephone 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 utilize a State approved Customer Support Representative quality evaluation program and report results monthly.

The Contractor will track staff attrition rates using calculations identified in Amendment A, section 18c, and work with the State to develop a plan to minimize voluntary staff attrition. 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.

Application, eligibility and enrollment activities and changes in beneficiary information are made in the State's automated eligibility systems (ACCESS, VHC web portal and CRM). 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), VHC portal, 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. OUTBOUND BLAST DIALER SERVICES

- The Contractor's Outbound Blast Dialer will automatically contact Vermont Health Connect and/or Green Mountain Care customers via a phone call employing a pre-recorded message. Upon connecting to either a live person or voice mail or an answering machine, the application will play a pre-recorded message. At the conclusion of playing the message, the application shall disconnect the call.
- To enable to the Outbound Blast Dialer, the State shall provide the Contractor with a list of telephone numbers to contact. Using these telephone numbers, the Contractor will create a dial file, load that dial file into the Blast Dialer, and activate the dialing application.
- The Contractor will have the ability to increase or decrease the number of simultaneous calls that the dialing application makes.
- To ensure that the Contractor tracks and monitors all outbound calls, a data feed is provided daily on all outbound calls made. The Contractor shall keep a record and report on the outcome of each outbound call made to specific phone numbers within two days of completion of a particular group of calls.
- Charges shall be per minute based on the length of the recording, as set forth in Attachment B to this Contract (\$0.048 per minute).
- There is a separate charge of \$700.00 to load, test, and release the message each time there is a change to the blast message.

18. 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.

Special: Contractor will provide such other information regarding Service Levels and Services and other metrics as the State may request from time to time.

Raw Data: Contractor will provide to the State an electronic version of all raw data used to create the Service Level report each month in a mutually agreed upon format.

If the Contractor fails to achieve reporting deadline service levels identified below, a Payment Discount will be awarded to the State as defined in Attachment B, Number 3, section C, iii.

A. DAILY

- Daily call detail reports will be provided to the State by the Contractor by 10 am, Monday through Friday reflecting activity for the prior day(s) activity. For purposes of the Payment Discount, daily reports are due within 1 business day.

B. WEEKLY – Due by Thursday of the following week.

- Summaries of telephone activity for each separate program and DNIS number (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 VHC.
- Outbound Blast Dialer contact report, when applicable.
- Exit points where customers abandoned while still in the IVR
- Customer Service complaints and action steps taken
- Positive customer comments

C. MONTHLY- due by the 15th of the following month:

- 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.
- Call quality measurements using metrics agreed upon with the State.
- Customer Satisfaction using metrics and methodology agreed upon with the State.
- Attrition report calculated as follows: employees who resigned/were involuntarily terminated/were no-shows in a given month divided by total number of employees for the month, not including retirement or staff who left during initial training or staff who were hired by VHC or DVHA; subset of voluntary and involuntary terminations
- Outbound blast dialer summary
- Group cumulative CSR Quality evaluation scores and remedies for trend issues
- Detail of incidents, included but not limited to, privacy or security breaches, system outages or performance issues
- Summary of Service Level trends, and should they not meet standards, their cause and action plan to remedy
- Customer Service complaints, issue trend identification and remediation plan

D. QUARTERLY/ANNUAL

- Quarterly reports are due 45 days after the end of the quarter (November 15th, February 15th,

May 15th and August 15th)

- Two Annual reports will be provided. The contract year report is due 60 days from the end of the contract period (August 30th and the calendar year report is due 60 days from the end of the calendar year (March 2nd).Analysis of service level trends, and implemented remediation, & results, bi-annually
- Upon request by the State, the Contractor agrees to provide the State with actual expenditures for the quarters ending in September, December, March, and June forty-five (45) calendar days from the end of the quarter.
- Disaster Recovery Plan event testing summary and results, annually
- Annual report summary of all work volumes vs. estimates, service levels vs. targets, complaint themes and remediation taken.
- Disaster Recovery Plan review and update, as needed to reflect changes.

19. PERFORMANCE STANDARDS

A. Mailing, Enrollment & Data Transfer Standards

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

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

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

- ii. Contractor has two (2) business days from date of request to provide additional written information to be sent to an eligible individual.
- iii. Contractor will mail or e-mail any requested applications, forms and/or informational material requested by beneficiaries or interested parties within two (2) business days, as measured and documented in weekly and monthly reports and quality assurance activities..
- iv. Contractor will process beneficiary requests for a Fair Hearing, as defined in procedures and guidelines, within one working day of the initial request.
- v. Contractor will be responsible for providing any follow-up communication, in writing or

- by telephone within one (1) business day of the initial inquiry, as measured by activity documentation and/or phone tracking system and quality assurance activities and documented in weekly summary report. Cure and Payment Discounts will not take effect until response time exceeds 2 days.
- vi. Contractor will complete beneficiary informational updates, as appropriate for either the HAEU or individual district offices, within ten (10) calendar days of the initial request for a change, as measured by periodic assessments, by the State, of activity documentation and/or phone tracking system.
 - vii. Contractor will complete updates on third party and other insurance information within ten (10) calendar days of the initial request for a change, as measured by periodic assessments, by the State, of activity documentation and/or phone tracking system.
 - viii. Contractor will provide accurate and clear information about covered benefits, program requirements and recipient status, as measured by periodic random phone calls from State staff.
 - i. Contractor must make a verifiable follow up contact (telephone call or letter) to non-responsive eligible members within twenty-one (21) calendar days after the initial PC Plus enrollment packet was mailed.
 - ii. Contractor will process beneficiary requests for a Grievance, Appeal and/or Fair Hearing within one (1) business day of the initial request.
 - iii. Contractor will complete updates on third party and other insurance information within ten (10) calendar days of the initial request.
 - iv. Contractor will complete beneficiary informational updates in ACCESS or Case Action Transaction Note (CATN) the worker, as appropriate for either the HAEU or district offices, within two (2) business days of the initial request.

B. Telephone Response Standards

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

- During open hours, 70% of all incoming calls that opt to talk to a CSR are 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.
- In the event of any system malfunction, outage or unexpected limitation including but not limited to a Contractor, State or subcontractor system that results in an unintended customer experience, Contractor will inform the state of the situation at the same time they begin an internal investigation and/or reporting to vendors.

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

C. Disaster Recovery Standards

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

The DRP will include the definition and execution of the DRP event testing on a periodic (12 month) basis that will demonstrate the ability for the Contractor to implement 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 shall award the State a Payment Discount of \$10,000 for each day that the notification did not occur.

20. STATE RESPONSIBILITIES

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

- Provide the Contractor with information regarding changes to policies, programs, systems, consumer outreach, media events, and other communications that affect or depend upon Contractor operations or activities with at least a month lead time to enable the Contractor to appropriately forecast staffing needs. For changes that require additional capacity or overflow, provide ample notice (6 weeks or more for offsite overflow, 8 weeks or more to add additional stations to the Vermont facility).
- 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, OneGate, VHC, 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 or impacts to service levels to the extent that it is resulting from the outage of the CRM, VHC, 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.

21. MEMBER SERVICES TRANSITION

In the event that the State transitions to a new contractor following the expiration of this agreement or termination by the State for cause or by Contractor for convenience, Contractor agrees to make commercially reasonable accommodations to aid in the transition to the new Contractor. Further details about Member Services Transition are described in Section 9 of Attachment B.

22. 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.

23. 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.

24. 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.

25. 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.

Contractor will verify and/or provide, upon request, a listing of current employees for on-demand reconciliation of access to State technical systems. When an employee terminates, within one business day, Contractor immediately notifies appropriate State entities so access to systems can be terminated, and current licensing needs accurately determined.

26. CONTRACTOR INTELLECTUAL PROPERTY

Notwithstanding anything to the contrary herein, Contractor shall retain all right, title and interest to any and all intellectual property in existence prior to the effective date of this contract and any other intellectual property used or provided in the course of performance other than that specifically commissioned by the State as a Contract deliverable (“Contractor Intellectual Property”). Contractor Intellectual Property may include, but is not limited to ideas, inventions, improvements, discoveries, methodologies, processes, writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions and procedures manuals, or other documentation. The State shall not sublicense, modify or reverse engineer Contractor Intellectual Property or use it to create derivative works.

During the term of this Contract (including any ramp-down or termination-of-service period), each party hereby grants the other party a non-exclusive, non-transferable, royalty-free license to its Intellectual Property for the sole purpose of, and to the extent necessary for, performing their respective obligations under this contract. Neither party shall make any other use of the other party's Intellectual Property.

The Parties acknowledge and agree that training materials and training curriculum prepared for the State hereunder shall be the property of the State as "Work Product" and the Contractor shall provide the State with immediate access to such materials upon request. Contractor Intellectual Property licensed to the State hereunder shall be delivered to the State promptly upon request.

26. TASK ORDERS

Proposals for new projects under the Task Order section of this agreement shall be submitted to the Contractor by the State. All Task Order's under this contract shall be specific to the creation and addition of dedicated phone lines and associated scripts specific to Health Care Reform efforts. Task Orders shall not increase the contract maximum amount or alter the contract term. The terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede Task Orders in the event of any ambiguity, conflict or inconsistency with the provisions. Upon consideration of the proposal, the State and Contractor must complete the Task Order Form (Appendix I). The Contractor has the right to submit modifications or deny any Task Order submitted by the State. The final Task Order document shall receive approval by the State, and be signed by the Contractor, the State Authorized Representative, the Contract Administrator, the Finance Director, and the Assistant Attorney General. The Task Order must indicate: scope, source of funds, payment provisions, points of contact, ownership of data and any applicable data use agreement, and project specifics. Each Task Order must clearly define payment either by rate per hour or deliverable received and approved. Each Task Order must be pre-approved before any work shall begin. The State will not pay for services that are not previously approved in a Task Order. The State Authorized Representative and the DVHA Business Office have final authority over whether or not a Task Order is initiated under this agreement.

A Task Order may assign a Project Manager, who will act as the Authorized State Representative, solely per that task and up to the maximum amount per that task. The Project Manager assigned to a specific Task Order is to sole person to assign work under to the Contractor under that particular Task Order.

Changes to a Task Order shall be accomplished by written modification as agreed to by both parties and will be reflected in a new Task Order.

Task Orders must be approved by:

Emily Trantum, Contracts and Grants Administrator
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 054945
Emily.Trantum@state.vt.us

Sonya Stern, Finance Director
Department of Vermont Health Access

312 Hurricane Lane
Williston, VT 054945
Sonya.Stern@state.vt.us

[Jaye Johnson, Assistant Attorney General](#)
Office of the Attorney General
109 State Street
Montpelier, VT 05609-1001
jjohnson@atg.state.vt.us

Tena Perrelli, Project Director
Department of Vermont Health Access
312 Hurricane Lane
Williston, VT 05495
Tena.Perrelli@state.vt.us

Task Order Deliverables

At the conclusion of a project assignment, the final deliverables/products prepared in accordance with what was agreed upon in the executed Task Order document will be submitted to the State. Acceptance of the deliverables/products by the State shall represent the Contractor's fulfillment of the project assignment. The State will have sixty days to acknowledge the final deliverables/products or to reject them. Rejection of the final deliverable regarding research projects will not be based on the failure to achieve particular results.

Ad-Hoc phone calls and e-mail communications from various State staff will not be paid for under this agreement unless previously approved with a Task Order by the Authorized Representatives of the State.

27. FEDERAL GUIDELINES

Where applicable in the specification of work in this contract agreement, Contractor will adhere to Federal Guidelines: Public Health (42 CFR 495), General Administration (45CFR 95), and all other Federal Regulations that may apply.

**ATTACHMENT B
 PAYMENT PROVISIONS**

The maximum dollar amount payable under this Contract 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 and 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 B. The following provisions specifying payments are:

1. **INVOICING**

The Contractor shall submit invoices with a current date of submission, invoice number, and contract number on or by the 15th of each month for the prior month's expenses. Such invoices will require supporting documentation for processing and expenses shall be broken out by program (Medicaid and other non-Vermont Health Connect 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. Variable costs (call minutes for each program including Green Mountain Care, VHC, Bus Pass, mailing costs, telephone long distance, toll-free costs) will vary month to month based on the volume of calls and mailed pieces handled.

Beginning in July 2014 through the remainder of the contract term the Bus Pass incoming and outbound calls and shall be invoiced as variable expenses at the same rate as Variable Handled Calls based on volume. The monthly invoices shall include the following documentation and data elements:

Data elements to be submitted in monthly invoices									
	Rate	Line Item Expense Detail	Medicaid Volume	Medicaid Total \$	Bus Pass Volume	VHC Volume	VHC Total \$	Combined Total for Medicaid, Buss Pass, and VHC	Notes
Startup								x	Total Exchange set up billing per schedule
Variable Handled Calls	\$0.858		x	x	x	x	x	x	
Variable Walk-In Visits	\$25.00		x		x	x			
Fixed Costs - VHC/Medicaid				x			x	x	Allocate to Medicaid and VHC based on Call Volume. Contractor shall

									include line item detail.
Incentive				x			x	x	Allocate to Medicaid and VHC based on Call Volume
Payment Discount				x			x	x	Allocate to Medicaid and VHC 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	
Outbound Dialer Changes	\$700.			x			x	x	
Outbound Dialer Usage	\$0.48			x			x	x	

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. PRICING DETAILS

The State and Contractor acknowledge that surges in demand for customer service during this contract period may require CSR station capacity in excess of the current 90 seats in Vermont in order to maintain expected service level agreements. The Contractor and the State will meet no less than monthly to review and approve the call forecast developed by the Contractor for the current and upcoming calendar quarter. The State will provide the necessary inputs required to prepare this forecast including things such as planned media and other events, consumer outreach efforts, application/enrollment periods, new systems functionality and/or changes to state programs and policies.

Using the forecast results, Contractor shall develop a plan to address any need for additional capacity beyond the 90 seats in Vermont. The plan, to be approved by the State, may consider:

- A. The expected duration of the need for additional capacity.
- B. The time required to recruit, hire, and train additional CSRs including the time necessary to provision users to access the necessary state systems and complete State required background checks, either in the Burlington VT location or at another overflow call center location.
- C. The State's preference to limit the use of out-of-state CSRs to the extent possible
- D. Any adjustments to SLAs necessary based on the expected timing and size of the surge in demand.
- E. The occupancy rate for agents. The Contractor will target an Occupancy Rate of 70 percent to the extent possible based on systems availability as a trigger to indicate the need to review capacity constraints of the Burlington site. The average CSR Occupancy Rate for this purpose is defined as the percentage of CSR talk time minutes per hour divided by the amount of CSR hours scheduled to be taking calls.

Upon approval of the Contractor's expansion plan and budget by the State, the Contractor will expand to meet the approved number of additional stations at the Vermont site and/or the use of a non-Vermont based overflow call center.

The State may elect to use the non-Vermont based overflow call center services. The cost shall be reimbursed at a flat rate per station per month to cover rent, electric, voice circuits, data lines, maintenance, equipment depreciation, and management staff costs. Per minute costs based on actual talk minutes completed by overflow call center agents will be reimbursed at the same rate as the Vermont site. The state will provide at least to 6 weeks lead time for the Contractor to execute this effort.

Invoicing totals for partial month's use of the non-Vermont overflow stations will be prorated against the monthly per station cost of \$581.07.

The State may elect to have the Contractor add up to 59 additional stations plus 6 Supervisory stations to a Vermont site at a cost of \$4988.90 per CSR station and \$5,506.67 per supervisory station. The State will provide a minimum of 8 weeks lead time for the Contractor to execute this expansion effort.

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: overhead costs and profit margin, long distance charges, direct compensation for CSRs, Supervisors, QA/Training Personnel, training, taxes, and fringe.

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.

3. RETAINAGE, INCENTIVES, PAYMENT DISCOUNTS CURES

A. Retainage

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 the retainage invoice to dispute the invoice including, but not limited to any Payment Discounts. The retainage invoice will reflect any Payment Discounts as defined in Attachment B, number 6.

B. Incentives

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 will pay an additional monthly incentive of \$55,000 for each month during which the following three Telephone Response Standards are all 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.

C. Payment Discounts

i. Telephone Response Standards

Payment Discounts to be due the State for Contractor's failure to answer with a live agent a minimum of 60% of calls within 25 seconds within a given month, will result in a Payment Discount 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 Payment Discount or Incentive Payment.

ii. Mailing, Enrollment, Data Transfers

The Contractor must meet and document all of the minimum standards for mailing, enrollment, and data transferred to the State as defined in Attachment A, number 19, section A. In the event that the Contractor fails to meet the foregoing performance standards for Mailing, Enrollment and Data Transfers, the Contractor shall award the State a discount for providing service levels which are not consistent with the Contractor's obligations as set forth herein, and may be assessed up to \$1,000.00 per standard during each month a standard is not met.

iii. Reporting

The Contractor must meet and document all of the minimum standards for financial and informational reports as defined in Attachment A, number 18. In the event that the Contractor fails to meet the foregoing performance standards, the Contractor shall award the State a discount for providing service levels which are not consistent with the Contractor's obligations as set forth herein and may be assessed at \$250.00 per week for each standard that is not met.

D. Cures

In the event that the Contractor fails to meet performance standards for Mailing, Enrollment,

Data Transfers and Reporting as referenced above, the State will send written notification and 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 which may include a corrective action plan which, among other things, will propose a cure period. The State shall review the response and either reject or accept the corrective action plan. If rejected, Contractor will propose a modified corrective action plan based on feedback from the State. Once the corrective action plan has been accepted by the State, Contractor will be afforded a reasonable cure implementation 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 Payment Discount and the amount of the Payment Discount. All Payment Discounts will be deducted from the Contractor's retainage payments as outlined above.

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 and Vermont Health Connect Customer Support Functions:

Contract Period: July 2014 – June 2015	Jul-14	Aug-14	Sep-14	Oct-14	Nov-14	Dec-14	Jan-14	Feb-14	Mar-15	Apr-15	May-15	Jun-15	12 mo. Contract Total
AMENDMENT #3													
VARIABLE													
Estimated Talk Time and In Person Assistance Minutes Cost	\$214,519	\$176,978	\$257,422	\$740,089	\$729,363	\$632,830	\$589,926	\$589,926	\$552,385	\$450,489	\$193,067	\$235,970	\$5,362,964
Estimated 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	\$131,039
Estimated 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	\$212,891
Estimated Applications & Forms	\$554	\$738	\$1,292	\$2,122	\$1,584	\$1,692	\$1,815	\$2,092	\$1,692	\$508	\$677	\$615	\$15,381
Bus Pass Variable Talk Time Minutes Cost	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$30,000
Bus Pass Vouchers	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400
Outbound Blast Dialer Services (.048/minute)	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$120	\$1,440
Outbound Blast Dialer Ongoing Setup Services	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$700	\$8,400
General Walk-ins	\$375	\$400	\$200	\$500	\$425	\$950	\$350	\$250	\$350	\$250	\$175	\$175	\$4,400
Bus Pass Walk-ins	\$950	\$1,025	\$975	\$1,350	\$975	\$1,175	\$900	\$925	\$1,025	\$875	\$625	\$675	\$11,475
TOTAL ESTIMATED VARIABLE	\$233,299	\$200,170	\$293,299	\$796,044	\$772,292	\$678,999	\$638,095	\$644,487	\$597,804	\$467,991	\$214,197	\$255,713	\$5,792,390
FIXED													
Admin Personnel	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$92,212	\$1,106,544
Travel	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$872	\$10,464
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	\$17,916
Telephone	\$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
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	\$524,592
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	\$191,040
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	\$27,348
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	\$410,148
TOTAL FIXED	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$207,546	\$2,490,552
CONTINGENCY OVERFLOW													
Up to 59 addition CSR + 6 Supervisor Stations in VT			\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000					\$330,000
Estimated Contingency Overflow - Chicago Offices <i>(Overflow costs can be shifted to the month State provides authorization for.)</i>			\$20,000	\$40,000	\$40,000	\$40,000	\$40,000	\$20,000					\$200,000
TOTAL CONTINGENCY OVERFLOW		\$0	\$75,000	\$95,000	\$95,000	\$95,000	\$95,000	\$75,000	\$0	\$0	\$0	\$0	\$530,000
GRAND TOTALS													
Estimated Gross Billing: Not including Incentives, Service Credits or Retainage	\$440,845	\$407,716	\$575,845	\$1,098,590	\$1,074,838	\$981,545	\$940,641	\$927,033	\$805,350	\$675,537	\$421,743	\$463,259	\$8,812,942
<i>Possible Incentive</i>	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$660,000
<i>Estimated Including Incentive</i>	\$495,845	\$462,716	\$630,845	\$1,153,590	\$1,129,838	\$1,036,545	\$995,641	\$982,033	\$860,350	\$730,537	\$476,743	\$518,259	\$9,472,942
<i>Possible Service Credit</i>	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$27,500)	(\$330,000)
<i>ated Deducting Service Credit</i>	\$413,345	\$380,216	\$548,345	\$1,071,090	\$1,047,338	\$954,045	\$913,141	\$899,533	\$777,850	\$648,037	\$394,243	\$435,759	\$8,482,942
Estimated 8% Retainage	(\$35,268)	(\$32,617)	(\$46,068)	(\$87,887)	(\$85,987)	(\$78,524)	(\$75,251)	(\$74,163)	(\$64,428)	(\$54,043)	(\$33,739)	(\$37,061)	(\$705,035)
Estimated Net Billing: Includes Total Possible Incentives & Retainage deducted	\$460,577	\$430,099	\$584,777	\$1,065,703	\$1,043,851	\$958,021	\$920,390	\$907,870	\$795,922	\$676,494	\$443,004	\$481,198	\$8,767,907
Total Estimated Contract Value Amendment #3: Variable + Fixed + Incentive	\$495,845	\$462,716	\$630,845	\$1,153,590	\$1,129,838	\$1,036,545	\$995,641	\$982,033	\$860,350	\$730,537	\$476,743	\$518,259	\$9,472,942

Contract Period: June 9, 2014 – June 2015	
TASK ORDER FUNDING	
Task Orders Paid in Accordance with Executed Task Order Forms	\$50,000

To the extent new policies, laws or regulations materially increase the scope or cost of Contractor to perform its services then the Contractor shall notify the State in writing and Contractor and the State shall agree upon an equitable adjustment of the payment provisions set forth in Attachment B, Payment Provisions, to this Contract to compensate Contractor for the increased cost. Any such agreement shall require an amendment to this contract. In the event the Parties fail to agree, either party may terminate this contract on 60 days' notice.

The State agrees that Contractor will not be assessed liquidated damages or Payment Discounts for failure to meet any service level metric to the extent the failure was caused by the State, CMS, one of the State's other contractors, or any person or entity other than MAXIMUS or as a result of new systems, programs, policies, laws or regulations applicable to Contractor's services.

6. 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.

In addition to Contractor Compliance reporting, described below, 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.

7. DISPUTE RESOLUTION

(1) General. In the event of any dispute between the parties to this contract, senior managers representing both parties shall meet to resolve the dispute expeditiously and to the mutual satisfaction of the parties. If a resolution cannot be achieved within ten (10) business days the dispute will be escalated to more senior levels of management. Either party may invoke representation by counsel at any point during the negotiation.

(2) Expedited Dispute Resolution. The parties acknowledge and agree that certain disputes of an operational nature require expedited treatment. In such an event, and without limiting the rights of either party under paragraph (1), any such dispute that has not been resolved after five (5) business days of good faith negotiation by the senior management of the parties, will be escalated immediately to executive level management involving an organizational President or the equivalent.

(3) Root Cause Analysis. In the event of a conflict requiring a determination of relative fault, and the parties have failed to reach agreement in accordance with Sections (1) and (2) above, the parties may

agree to perform a root cause analysis to be performed by an independent third party.

This Section shall in no way be deemed to limit the rights of either party to seek all remedies which may be available at law or in equity.

8. OFFSET OF PAYMENT DISCOUNTS FROM RETAINAGE

Payment Discounts the Contractor awards to the State shall be deducted from the end of year retainage invoice and specify the month(s) in which the Contractor demonstrated non-compliance with the Service Levels established herein. If the Contractor wishes to dispute a Payment Discount for any particular month, a written notice of the dispute must be submitted with that month's invoice and the dispute will be reviewed at the end of the year with the retainage invoice.

9. PAYMENT DISPUTE

In order to dispute an invoice, or any part thereof, the State shall, within 60 days of receipt of the invoice, set forth in writing the amount(s) disputed and the specific basis or reason for the dispute, which shall be reasonably detailed and not general or speculative in nature. The State may withhold payment of the disputed amount(s) of the invoice, and shall remit to Contractor the undisputed amount(s), if any, in accordance with the payment provisions established. Contractor shall comply with the invoice submission procedures set forth in Section 1 (Invoicing) of Attachment B.

The Contractor shall respond within 45 days of receiving the Payment Dispute Notice with any requested information or documentation. In the event that a contractor does not act within the response period, the dispute will be resolved in favor of the State.

10. MEMBER SERVICES TRANSITION

Prior to conclusion of this 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.

11. 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. Complaints will be specifically documented in the weekly, monthly and annual summary reports. 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 AND PAYMENT DISCOUNTS.

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 \$ 1,000,000 per occurrence, and \$ 3,000,000 aggregate.

8. **Reliance by the State on Representations:** All payments by the State under this Agreement will be made in reliance upon the accuracy of all prior representations by the Party, including but not limited to bills, invoices, progress reports and other proofs of work.

9. Requirement to Have a Single Audit: In the case that this Agreement is a Grant that is funded in whole or in part by federal funds, the Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a single audit is required for the prior fiscal year. If a single audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends \$500,000 or more in federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends \$750,000 or more in federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

10. Records Available for Audit: The Party 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:
- is not under any obligation to pay child support; or
 - is under such an obligation and is in good standing with respect to that obligation; or
 - 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.

State of Vermont – Attachment C

Revised AHS – 6-9-2014

**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.

Attachment E
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between **the State of Vermont Agency of Human Services operating by and through its Office of Vermont Health Access** (“Covered Entity”) and **Maximus Health Services** (“Business Associate”) as of **January 29, 2014** (“Effective Date”). This Agreement supplements and is made a part of the Contract to which it is an attachment.

Covered Entity and Business Associate enter into this Agreement to comply with standards promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the Standards for the Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164 (“Privacy Rule”), and the Security Standards, at 45 CFR Parts 160 and 164 (“Security Rule”), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH), and any associated federal rules and regulations.

The parties agree as follows:

1. Definitions. All capitalized terms used but not otherwise defined in this Agreement have the meanings set forth in 45 CFR Parts 160 and 164 as amended by HITECH and associated federal rules and regulations.

“Agent” means those person(s) who are agents(s) of the Business Associate, in accordance with the Federal common law of agency, as referenced in 45 CFR § 160.402(c).

“Breach” means the acquisition, access, use or disclosure of protected health information (PHI) which compromises the security or privacy of the PHI, except as excluded in the definition of Breach in 45 CFR § 164.402.

“Business Associate shall have the meaning given in 45 CFR § 160.103.

“Individual” includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

“Protected Health Information” or PHI shall have the meaning given in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Agency.

“Security Incident” means any known successful or unsuccessful attempt by an authorized or unauthorized individual to inappropriately use, disclose, modify, access, or destroy any information or interference with system operations in an information system.

“Services” includes all work performed by the Business Associate for or on behalf of Covered Entity that requires the use and/or disclosure of protected health information to perform a business associate function described in 45 CFR § 160.103 under the definition of Business Associate.

“Subcontractor” means a person or organization to whom a Business Associate delegates a function, activity or service, other than in the capacity of a member of the workforce of the Business Associate. For purposes of this Agreement, the term Subcontractor includes Subgrantees.

2. Identification and Disclosure of Privacy and Security Offices. Business Associate and Subcontractors shall provide, within ten (10) days of the execution of this agreement, written notice to the Covered Entity’s contract/grant manager the names and contact information of both the HIPAA Privacy Officer and HIPAA Security Officer. This

information must be updated any time either of these contacts changes.

3. Permitted and Required Uses/Disclosures of PHI.

3.1 Except as limited in this Agreement, Business Associate may use or disclose PHI to perform Services, as specified in the underlying grant or contract with Covered Entity. The uses and disclosures of Business Associate are limited to the minimum necessary, to complete the tasks or to provide the services associated with the terms of the underlying agreement. Business Associate shall not use or disclose PHI in any manner that would constitute a violation of the Privacy Rule if used or disclosed by Covered Entity in that manner. Business Associate may not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law.

3.2 Business Associate may make PHI available to its employees who need access to perform Services provided that Business Associate makes such employees aware of the use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Associate may only disclose PHI for the purposes authorized by this Agreement: (a) to its agents and Subcontractors in accordance with Sections 9 and 17 or, (b) as otherwise permitted by Section 3.

3.3 Business Associate shall be directly liable under HIPAA for impermissible uses and disclosures of the PHI it handles on behalf of Covered Entity, and for impermissible uses and disclosures, by Business Associate's Subcontractor(s), of the PHI that Business Associate handles on behalf of Covered Entity and that it passes on to Subcontractors.

4. Business Activities. Business Associate may use PHI received in its capacity as a Business Associate to Covered Entity if necessary for Business Associate's proper management and administration or to carry out its legal responsibilities. Business Associate may disclose PHI received in its capacity as Business Associate to Covered Entity for Business Associate's proper management and administration or to carry out its legal responsibilities if a disclosure is Required by Law or if Business Associate obtains reasonable written assurances via a written agreement from the person to whom the information is to be disclosed that the PHI shall remain confidential and be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the Agreement requires the person or entity to notify Business Associate, within two (2) business days (who in turn will notify Covered Entity within two (2) business days after receiving notice of a Breach as specified in Section 6.1), in writing of any Breach of Unsecured PHI of which it is aware. Uses and disclosures of PHI for the purposes identified in Section 3 must be of the minimum amount of PHI necessary to accomplish such purposes.

5. Safeguards. Business Associate, its Agent(s) and Subcontractor(s) shall implement and use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. With respect to any PHI that is maintained in or transmitted by electronic media, Business Associate or its Subcontractor(s) shall comply with 45 CFR sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (policies and procedures and documentation requirements). Business Associate or its Agent(s) and Subcontractor(s) shall identify in writing upon request from Covered Entity all of the safeguards that it uses to prevent impermissible uses or disclosures of PHI.

6. Documenting and Reporting Breaches.

6.1 Business Associate shall report to Covered Entity any Breach of Unsecured PHI, including Breaches reported to it by a Subcontractor, as soon as it (or any of its employees or agents) becomes aware of any such Breach, and in no case later than two (2) business days after it (or any of its employees or agents) becomes aware of the Breach, except when a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security.

6.2 Business Associate shall provide Covered Entity with the names of the individuals whose Unsecured PHI has been, or is reasonably believed to have been, the subject of the Breach and any other available information that is required to be given to the affected individuals, as set forth in 45 CFR § 164.404(c), and, if requested by Covered Entity, information necessary for Covered Entity to investigate the impermissible use or disclosure. Business Associate shall continue to provide to Covered Entity information concerning the Breach as it becomes available to it. Business Associate shall require its Subcontractor(s) to agree to these same terms and conditions.

6.3 When Business Associate determines that an impermissible acquisition, use or disclosure of PHI by a member of its workforce is not a Breach, as that term is defined in 45 CFR § 164.402, and therefore does not necessitate notice to the impacted individual(s), it shall document its assessment of risk, conducted as set forth in 45 CFR § 402(2). When requested by Covered Entity, Business Associate shall make its risk assessments available to Covered Entity. It shall also provide Covered Entity with 1) the name of the person(s) making the assessment, 2) a brief summary of the facts, and 3) a brief statement of the reasons supporting the determination of low probability that the PHI had been compromised. When a breach is the responsibility of a member of its Subcontractor's workforce, Business Associate shall either 1) conduct its own risk assessment and draft a summary of the event and assessment or 2) require its Subcontractor to conduct the assessment and draft a summary of the event. In either case, Business Associate shall make these assessments and reports available to Covered Entity.

6.4 Business Associate shall require, by contract, a Subcontractor to report to Business Associate and Covered Entity any Breach of which the Subcontractor becomes aware, no later than two (2) business days after becomes aware of the Breach.

7. **Mitigation and Corrective Action.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to it of an impermissible use or disclosure of PHI, even if the impermissible use or disclosure does not constitute a Breach. Business Associate shall draft and carry out a plan of corrective action to address any incident of impermissible use or disclosure of PHI. If requested by Covered Entity, Business Associate shall make its mitigation and corrective action plans available to Covered Entity. Business Associate shall require a Subcontractor to agree to these same terms and conditions. _

8. **Providing Notice of Breaches.**

8.1 If Covered Entity determines that an impermissible acquisition, access, use or disclosure of PHI for which one of Business Associate's employees or agents was responsible constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity, Business Associate shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When requested to provide notice, Business Associate shall consult with Covered Entity about the timeliness, content and method of notice, and shall receive Covered Entity's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Associate.

8.2 If Covered Entity or Business Associate determines that an impermissible acquisition, access, use or disclosure of PHI by a Subcontractor of Business Associate constitutes a Breach as defined in 45 CFR § 164.402, and if requested by Covered Entity or Business Associate, Subcontractor shall provide notice to the individual(s) whose PHI has been the subject of the Breach. When Covered Entity requests that Business Associate or its Subcontractor provide notice, Business Associate shall either 1) consult with Covered Entity about the specifics of the notice as set forth in section 8.1, above, or 2) require, by contract, its Subcontractor to consult with Covered Entity about the specifics of the notice as set forth in section 8.1

8.3 The notice to affected individuals shall be provided as soon as reasonably possible and in no case later than 60 calendar days after Business Associate reported the Breach to Covered Entity.

8.4 The notice to affected individuals shall be written in plain language and shall include, to the extent possible, 1) a brief description of what happened, 2) a description of the types of Unsecured PHI that were involved in the Breach, 3) any steps individuals can take to protect themselves from potential harm resulting from the Breach, 4) a brief description of what the Business Associate is doing to investigate the Breach, to mitigate harm to individuals and to protect against further Breaches, and 5) contact procedures for individuals to ask questions or obtain additional information, as set forth in 45 CFR § 164.404(c).

8.5 Business Associate shall notify individuals of Breaches as specified in 45 CFR § 164.404(d) (methods of individual notice). In addition, when a Breach involves more than 500 residents of Vermont, Business Associate shall, if requested by Covered Entity, notify prominent media outlets serving Vermont, following the requirements set forth in 45 CFR § 164.406.

9. Agreements with Subcontractors. Business Associate shall enter into a Business Associate Agreement with any Subcontractor to whom it provides PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity in which the Subcontractor agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI. Business Associate must enter into this Business Associate Agreement before any use by or disclosure of PHI to such agent. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of PHI. Business Associate shall provide a copy of the Business Associate Agreement it enters into with a subcontractor to Covered Entity upon request. Business associate may not make any disclosure of PHI to any Subcontractor without prior written consent of Covered Entity.

10. Access to PHI. Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity or as directed by Covered Entity to an Individual to meet the requirements under 45 CFR § 164.524. Business Associate shall provide such access in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for access to PHI that Business Associate directly receives from an Individual.

11. Amendment of PHI. Business Associate shall make any amendments to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526, whether at the request of Covered Entity or an Individual. Business Associate shall make such amendments in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any request for amendment to PHI that Business Associate directly receives from an Individual.

12. Accounting of Disclosures. Business Associate shall document disclosures of PHI and all information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528. Business Associate shall provide such information to Covered Entity or as directed by Covered Entity to an Individual, to permit Covered Entity to respond to an accounting request. Business Associate shall provide such information in the time and manner reasonably designated by Covered Entity. Within three (3) business days, Business Associate shall forward to Covered Entity for handling any accounting request that Business Associate directly receives from an Individual.

13. Books and Records. Subject to the attorney-client and other applicable legal privileges, Business Associate shall make its internal practices, books, and records (including policies and procedures and PHI) relating to the use and disclosure of PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity available to the Secretary in the time and manner designated by the Secretary. Business Associate shall make the same information available to Covered Entity, upon Covered Entity's request, in the time and manner reasonably designated by Covered Entity so that Covered Entity may determine whether Business Associate is in compliance with this Agreement.

14. Termination.

14.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by Covered Entity or until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity subject to Section 18.7.

14.2 If Business Associate breaches any material term of this Agreement, Covered Entity may either: (a) provide an opportunity for Business Associate to cure the breach and Covered Entity may terminate the contract or grant without liability or penalty if Business Associate does not cure the breach within the time specified by Covered Entity; or (b) immediately terminate the contract or grant without liability or penalty if Covered Entity believes that cure is not reasonably possible; or (c) if neither termination nor cure are feasible, Covered Entity shall report the breach to the Secretary. Covered Entity has the right to seek to cure any breach by Business Associate and this right, regardless of whether Covered Entity cures such breach, does not lessen any right or remedy available to Covered Entity at law, in equity, or under the contract or grant, nor does it lessen Business Associate's responsibility for such breach or its duty to cure such breach.

15. Return/Destruction of PHI.

15.1 Business Associate in connection with the expiration or termination of the contract or grant shall return or destroy, at the discretion of the Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity pursuant to this contract or grant that Business Associate still maintains in any form or medium (including electronic) within thirty (30) days after such expiration or termination. Business Associate shall not retain any copies of the PHI. Business Associate shall certify in writing for Covered Entity (1) when all PHI has been returned or destroyed and (2) that Business Associate does not continue to maintain any PHI. Business Associate is to provide this certification during this thirty (30) day period.

15.2 Business Associate shall provide to Covered Entity notification of any conditions that Business Associate believes make the return or destruction of PHI infeasible. If Covered Entity agrees that return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for so long as Business Associate maintains such PHI. This shall also apply to all Agents and Subcontractors of Business Associate.

16. Penalties and Training. Business Associate understands that: (a) there may be civil or criminal penalties for misuse or misappropriation of PHI and (b) violations of this Agreement may result in notification by Covered Entity to law enforcement officials and regulatory, accreditation, and licensure organizations. If requested by Covered Entity, Business Associate shall participate in training regarding the use, confidentiality, and security of PHI.

17. Security Rule Obligations. The following provisions of this section apply to the extent that Business Associate creates, receives, maintains or transmits Electronic PHI on behalf of Covered Entity.

17.1 Business Associate shall implement and use administrative, physical, and technical safeguards in compliance with 45 CFR sections 164.308, 164.310, and 164.312 with respect to the Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall identify in writing upon request from Covered Entity all of the safeguards that it uses to protect such Electronic PHI.

17.2 Business Associate shall ensure that any Agent and Subcontractor to whom it provides Electronic PHI agrees in a written agreement to implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the Confidentiality, Integrity and Availability of the Electronic PHI. Business Associate must enter into this written agreement before any use or disclosure of Electronic PHI by such Agent or Subcontractor. The written agreement must identify Covered Entity as a direct and intended third party beneficiary with the right to enforce any breach of the agreement concerning the use or disclosure of Electronic PHI. Business

Associate shall provide a copy of the written agreement to Covered Entity upon request. Business Associate may not make any disclosure of Electronic PHI to any Agent or Subcontractor without the prior written consent of Covered Entity.

17.3 Business Associate shall report in writing to Covered Entity any Security Incident pertaining to such Electronic PHI (whether involving Business Associate or an Agent or Subcontractor). Business Associate shall provide this written report as soon as it becomes aware of any such Security Incident, and in no case later than two (2) business days after it becomes aware of the incident. Business Associate shall provide Covered Entity with the information necessary for Covered Entity to investigate any such Security Incident.

17.4 Business Associate shall comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under the Security Rule.

18. Miscellaneous.

18.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the contract/grant, the terms of this Agreement shall govern with respect to its subject matter. Otherwise, the terms of the contract/grant continue in effect.

18.2 Business Associate shall cooperate with Covered Entity to amend this Agreement from time to time as is necessary for Covered Entity to comply with the Privacy Rule, the Security Rule, or any other standards promulgated under HIPAA.

18.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule, Security Rule, or any other standards promulgated under HIPAA.

18.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., HIPAA, the Privacy Rule and Security Rule, and the HIPAA omnibus final rule) in construing the meaning and effect of this Agreement.

18.5 As between Business Associate and Covered Entity, Covered Entity owns all PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

18.6 Business Associate shall abide by the terms and conditions of this Agreement with respect to all PHI it receives from Covered Entity or creates or receives on behalf of Covered Entity even if some of that information relates to specific services for which Business Associate may not be a "Business Associate" of Covered Entity under the Privacy Rule.

18.7 Business Associate is prohibited from directly or indirectly receiving any remuneration in exchange for an individual's PHI. Business Associate will refrain from marketing activities that would violate HIPAA, including specifically Section 13406 of the HITECH Act. Reports or data containing the PHI may not be sold without Agency's or the affected individual's written consent.

18.8 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement. For example: (a) the provisions of this Agreement shall continue to apply if Covered Entity determines that it would be infeasible for Business Associate to return or destroy PHI as provided in Section 14.2 and (b) the obligation of Business Associate to provide an accounting of disclosures as set forth in Section 11 survives the expiration or termination of this Agreement with respect to accounting requests, if any, made after such expiration or termination.

ATTACHMENT F
AGENCY OF HUMAN SERVICES' CUSTOMARY CONTRACT PROVISIONS

1. **Agency of Human Services – Field Services Directors** will share oversight with the department (or field office) that is a party to the contract for provider performance using outcomes, processes, terms and conditions agreed to under this contract.

2. **2-1-1 Data Base**: The Contractor providing a health or human services within Vermont, or near the border that is readily accessible to residents of Vermont, will provide relevant descriptive information regarding its agency, programs and/or contact and will adhere to the "Inclusion/Exclusion" policy of Vermont's United Way/Vermont 211. If included, the Contractor will provide accurate and up to date information to their data base as needed. The "Inclusion/Exclusion" policy can be found at www.vermont211.org

3. **Medicaid Program Contractors**:

Inspection of Records: Any contracts accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid program must fulfill state and federal legal requirements to enable the Agency of Human Services (AHS), the United States Department of Health and Human Services (DHHS) and the Government Accounting Office (GAO) to:

Evaluate through inspection or other means the quality, appropriateness, and timeliness of services performed; and Inspect and audit any financial records of such Contractor or subcontractor.

Subcontracting for Medicaid Services: Having a subcontract does not terminate the Contractor, receiving funds under Vermont's Medicaid program, from its responsibility to ensure that all activities under this agreement are carried out. Subcontracts must specify the activities and reporting responsibilities of the Contractor or subcontractor and provide for revoking delegation or imposing other sanctions if the Contractor or subcontractor's performance is inadequate. The Contractor agrees to make available upon request to the Agency of Human Services; the Department of Vermont Health Access; the Department of Disabilities, Aging and Independent Living; and the Center for Medicare and Medicaid Services (CMS) all contracts and subcontracts between the Contractor and service providers.

Medicaid Notification of Termination Requirements: Any Contractor accessing payments for services under the Global Commitment to Health Waiver and Medicaid programs who terminates their practice will follow the Department of Vermont Health Access, Managed Care Organization enrollee notification requirements.

Encounter Data: Any Contractor accessing payments for services through the Global Commitment to Health Waiver and Vermont Medicaid programs must provide encounter data to the Agency of Human Services and/or its departments and ensure that it can be linked to enrollee eligibility files maintained by the State.

Federal Medicaid System Security Requirements Compliance: All contractors and subcontractors must provide a security plan, risk assessment, and security controls review document within three months of the start date of this agreement (and update it annually thereafter) to support audit compliance with 45CFR95.621 subpart F, *ADP (Automated Data Processing) System Security Requirements and Review Process*.

4. **Non-discrimination Based on National Origin as evidenced by Limited English Proficiency.** The Contractor agrees to comply with the non-discrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, et seq., and with the federal guidelines promulgated pursuant to Executive Order 13166 of 2000, which require that contractors and subcontractors receiving federal funds must assure that persons with limited English proficiency can meaningfully access services. To the extent the Contractor provides assistance to individuals with limited English proficiency through the use of oral or written translation or interpretive services in compliance with this requirement, such individuals cannot be required to pay for such services.
5. **Voter Registration.** When designated by the Secretary of State, the Contractor agrees to become a voter registration agency as defined by 17 V.S.A. §2103 (41), and to comply with the requirements of state and federal law pertaining to such agencies.
6. **Drug Free Workplace Act.** The Contractor will assure a drug-free workplace in accordance with 45 CFR Part 76.

7. **Privacy and Security Standards.**

Protected Health Information: The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract.

The Contractor shall follow federal and state law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Substance Abuse Treatment Information: The confidentiality of any alcohol and drug abuse treatment information acquired by or provided to the Contractor or subcontractor shall be maintained in compliance with any applicable state or federal laws or regulations and specifically set out in 42 CFR Part 2.

Other Confidential Consumer Information: The Contractor agrees to comply with the requirements of AHS Rule No. 08-048 concerning access to information. The Contractor agrees to comply with any applicable Vermont State Statute, including but not limited to 12 VSA §1612 and any applicable Board of Health confidentiality regulations. The Contractor shall ensure that all of its employees and subcontractors performing services under this agreement understand the sensitive nature of the information that they may have access to and sign an affirmation of understanding regarding the information's confidential and non- public nature.

Social Security numbers: The Contractor agrees to comply with all applicable Vermont State Statutes to assure protection and security of personal information, including protection from identity theft as outlined in Title 9, Vermont Statutes Annotated, Ch. 62.

8. **Abuse Registry.** The Contractor agrees not to employ any individual, use any volunteer, or otherwise provide reimbursement to any individual in the performance of services connected with this agreement, who provides care, custody, treatment, transportation, or supervision to children or vulnerable adults if there is a substantiation of abuse or neglect or exploitation against that individual. The Contractor will check the Adult Abuse Registry in the Department of Disabilities, Aging and Independent Living. Unless the Contractor holds a valid child care license or registration from the Division of Child Development, Department for Children and Families, the Contractor shall also check the Central Child Protection Registry. (See 33 V.S.A. §4919(a)(3) & 33 V.S.A. §6911(c)(3)).

9. **Reporting of Abuse, Neglect, or Exploitation.** Consistent with provisions of 33 V.S.A. §4913(a) and §6903, any agent or employee of a Contractor who, in the performance of services connected with this agreement, has contact with clients or is a caregiver and who has reasonable cause to believe that a child or vulnerable adult has been abused or neglected as defined in Chapter 49 or abused, neglected, or exploited as defined in Chapter 69 of Title 33 V.S.A. shall make a report involving children to the Commissioner of the Department for Children and Families within 24 hours or a report involving vulnerable adults to the Division of Licensing and Protection at the Department of Disabilities, Aging, and Independent Living within 48 hours. This requirement applies except in those instances where particular roles and functions are exempt from reporting under state and federal

vulnerable adults shall contain the information required by 33 V.S.A. §6904. The Contractor will ensure that its agents or employees receive training on the reporting of abuse or neglect to children and abuse, neglect or exploitation of vulnerable adults.

10. **Intellectual Property/Work Product Ownership.** All data, technical information, materials first gathered, originated, developed, prepared, or obtained as a condition of this agreement and used in the performance of this agreement - including, but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and printouts, notes and memoranda, written procedures and documents, which are prepared for or obtained specifically for this agreement - or are a result of the services required under this grant - shall be considered "work for hire" and remain the property of the State of Vermont, regardless of the state of completion - unless otherwise specified in this agreement. Such items shall be delivered to the State of Vermont upon 30 days' notice by the State. With respect to software computer programs and / or source codes first developed for the State, all the work shall be considered "work for hire," i.e., the State, not the Contractor or subcontractor, shall have full and complete ownership of all software computer programs, documentation and/or source codes developed.

The Contractor shall not sell or copyright a work product or item produced under this agreement without explicit permission from the State.

If the Contractor is operating a system or application on behalf of the State of Vermont, then the Contractor shall not make information entered into the system or application available for uses by any other party than the State of Vermont, without prior authorization by the State. Nothing herein shall entitle the State to pre-existing Contractor's materials.

11. **Security and Data Transfers.** The State shall work with the Contractor to ensure compliance with all applicable State and Agency of Human Services' policies and standards, especially those related to privacy and security. The State will advise the Contractor of any new policies, procedures, or protocols developed during the term of this agreement as they are issued and will work with the Contractor to implement any required.

The Contractor will ensure the physical and data security associated with computer equipment - including desktops, notebooks, and other portable devices - used in connection with this agreement. The Contractor will also assure that any media or mechanism used to store or transfer data to or from the State includes industry standard security mechanisms such as continually up-to-date malware protection and encryption. The Contractor will make every reasonable effort to ensure media or data files transferred to the State are virus and spyware free. At the conclusion of this agreement and after successful delivery of the data to the State, the Contractor shall securely delete data (including archival backups) from the Contractor's equipment that contains individually identifiable records, in accordance with standards adopted by the Agency of

Human Services.

12. **Computing and Communication:** The Contractor shall select, in consultation with the Agency of Human Services' Information Technology unit, one of the approved methods for secure access to the State's systems and data, if required. Approved methods are based on the type of work performed by the Contractor as part of this agreement. Options include, but are not limited to:

1. Contractor's provision of certified computing equipment, peripherals and mobile devices, on a separate Contractor's network with separate internet access. The Agency of Human Services' accounts may or may not be provided.
2. State supplied and managed equipment and accounts to access state applications and data, including State issued active directory accounts and application specific accounts, which follow the National Institutes of

(HIPAA) standards.

The State will not supply e-mail accounts to the Contractor.

13. **Lobbying.** No federal funds under this agreement may be used to influence or attempt to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendments other than federal appropriated funds.

14. **Non-discrimination.** The Contractor will prohibit discrimination on the basis of age under the Age Discrimination Act of 1975, on the basis of handicap under section 504 of the Rehabilitation Act of 1973, on the basis of sex under Title IX of the Education Amendments of 1972, or on the basis of race, color or national origin under Title VI of the Civil Rights Act of 1964. No person shall on the grounds of sex (including, in the case of a woman, on the grounds that the woman is pregnant) or on the grounds of religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination, to include sexual harassment, under any program or activity supported by state and/or federal funds.

The Contractor will also not refuse, withhold from or deny to any person the benefit of services, facilities, goods, privileges, advantages, or benefits of public accommodation on the basis of disability, race, creed, color, national origin, marital status, sex, sexual orientation or gender identity under Title 9 V.S.A. Chapter 139.

15. **Environmental Tobacco Smoke.** Public Law 103-227, also known as the Pro-children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, child care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds.

The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where Women, Infants, & Children (WIC) coupons are redeemed.

Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of

up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

Contractors are prohibited from promoting the use of tobacco products for all clients. Facilities supported by state and federal funds are prohibited from making tobacco products available to minors.

Attachment F - Revised AHS -12/10/10

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, IVR and Musak ports to accommodate peak call volumes without delivering a busy signal or silence, 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. On site, in the moment management of call queues by a dedicated Workforce Planner is required. Queue definition and overflow protocols will be approved by the State.

Interactive Voice Response

Contractor will provide a voicemail system with the following functionality, to be implemented as requested by the State:

- 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.

Computer Telephony Integration (CTI)

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

The parties agree that implementation of CTI, while included in Set Up costs already invoiced by Contractor and paid for by the State, at the request of the State this functionality has not yet been implemented. Contractor shall perform CTI implementation when requested at no incremental cost to the State. In the event the State elects not to implement CTI, the State will notify the Contractor in writing and the Contractor will refund \$160,000 for

remaining labor costs associated with the final implementation of this functionality. The estimated remaining labor costs equal \$160,000. Any refunds collected shall either be paid directly to the State by Contractor, or offset against the retainage funds held by the State of Vermont.

Customer Relationship Management System (CRM) and HBE Solution

The Contractor will utilize the State provided customer relationship management (CRM) system and VHC website to support the operations described in this agreement. The CRM and VHC website 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 VHC website 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 real time monitoring of interval volumes compared to plan, and proper in the moment adjustment of queue 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 CTI project who will be available to and partner with the State integration team.

**Attachment H
BUSINESS PARTNER AGREEMENT**

THIS BUSINESS PARTNER AGREEMENT (“AGREEMENT”) IS ENTERED INTO BY AND BETWEEN THE STATE OF VERMONT, AGENCY OF HUMAN SERVICES OPERATING BY AND THROUGH ITS DEPARTMENT OF VERMONT HEALTH ACCESS (“DVHA”) AND (“BUSINESS PARTNER”) AS OF JANUARY 29, 2014 (“EFFECTIVE DATE”). THIS AGREEMENT SUPPLEMENTS AND IS MADE A PART OF THE CONTRACT TO WHICH IT IS ATTACHED.

DVHA and Business Partner (“the Parties”) agree to comply with the terms of this Agreement and the standards promulgated under the Patient Protection and Affordable Care Act of 2010 (Public Law 111-148) as amended by the Health Care and Education Reconciliation Act (Public Law 111-152), and referred to collectively as the Affordable Care Act (ACA), and 45 CFR §155.260, “Privacy and security of personally identifiable information.” Business Partner information that constitutes protected health information (PHI) may have additional standards to which the Business Partner must adhere, which would be set out in a separate agreement.

1. **Definitions** All capitalized terms in this Agreement have the meanings identified in this Agreement and 45 CFR Part 155, “Exchange Establishment Standards and Other Related Standards Under the Affordable Care Act.”

1.1 The term “**Services**” includes all work performed by the Business Partner for or on behalf of DVHA that requires the access, collection, use and/or disclosure of personally identifiable information (PII).

1.2 The term “**PII**” refers to personally identifiable information in any medium, including electronic, which can be used to distinguish or trace an individual’s identity, such as his/her name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information that is linked or linkable to a specific individual, such as date and place of birth, mother’s maiden name.

1.3 The term “**Minimum Functions**” includes all work performed (or Contracted to be performed) pursuant to subparts D, E, H, and K of 45 CFR 155, if such work requires the Business Partner to create, collect, use, or disclose PII.

1.4 The term “**Agreement**” refers to this Business Partner Agreement, which details the privacy and security requirements that the Parties must adhere to.

1.5 The term “**Individual**” includes applicants, enrollees, and qualified individuals applying for coverage at the Vermont Health Insurance Exchange or Medicaid Agency.

1.6 The term “**Breach**” means the loss of control, compromise, and unauthorized disclosure, acquisition, access, or use, and any similar term referring to situations where: (a) PII is used for an unauthorized purpose, or (b) persons other than authorized users have access or potential access to PII.

2. **Authorized Uses/Disclosures of PII**

2.1 Except as limited in this Agreement, Business Partner may only create, collect, use or disclose PII to the extent necessary to perform Services specified in the underlying Contract with DVHA. In the course of providing Services, Business Partner shall not use or disclose PII in any manner that would constitute a violation of 45 CFR §155.260 if used or disclosed by DVHA.

2.2 Business Partner may make PII available to its employees who need access to perform Services and/or Minimum Functions, provided that Business Partner makes such employees aware of the creation, collection, use and disclosure restrictions in this Agreement and binds them to comply with such restrictions. Business Partner must also require workforce compliance with 45 CFR §155.260 when employees create, collect, use, or disclose PII in the course of providing Services

3. **Privacy Requirements** Uses and disclosures of PII to carry out the Services identified in the Contract must be of the minimum amount of PII necessary to perform the services. Business Partner may not create, collect, use or disclose PII gathered for the purposes listed in 45 CFR §155.260(a)(1) while performing Minimum Functions unless the creation, collection, use or disclosure is consistent with the written policies and procedures identified by the State in accordance with 45 CFR §155.260. In addition, Business Partner must ensure workforce compliance with these policies and

procedures

4. Security Safeguard Requirements

Business Partner shall implement and use appropriate safeguards to prevent the use or disclosure of PII except as provided for by this Agreement, an Interconnection Security Agreement, if applicable, and as set forth in 45 CFR 155.260(a)(3)(vii) and (4).

5. Documenting and Reporting Breaches

Business Partner shall report to DVHA any Breach of PII as soon as it (or any of its employees or agents) becomes aware of such Breach, and in no case later than one (1) hour after it (or any of its employees or agents) become aware of the Breach. If DVHA determines that a Breach of PII occurred for which one of Business Partner's employees or agents was responsible, upon its request, Business Partner shall provide notice to the individual(s) whose PII was the subject of the Breach. When requested to provide notice, Business Partner shall consult with DVHA about the timeliness, content and method of notice, and shall receive DVHA's approval concerning these elements. The cost of notice and related remedies shall be borne by Business Partner. Business Partner shall also be responsible for any reporting as required by 9 V.S.A. § 2435

6. Mitigation and Corrective Action Requirements Business Partner shall mitigate, to the extent practicable, any harmful effect that is known to it of a Breach of PII. Business Partner shall draft and carry out a plan of corrective action to address any incident of impermissible collection, use or disclosure of PII, subject to DVHA's prior review and written approval.

7. Requirements for Agreements with Third Parties Business Partner may only disclose PII to its agents, including subcontractors, for the purposes authorized by this Agreement. Business Partner shall ensure that any agent (including any subcontractor) to whom it provides PII received from DVHA or created or received by Business Partner on behalf of DVHA agrees in a written agreement to the same PII restrictions and conditions that apply through this Agreement to Business Partner. Business Partner must enter into the written agreement and obtain the prior written consent of DVHA before any use or disclosure of PII to such agent. The written agreement must identify DVHA as a direct and intended third party beneficiary with the right to enforce any Breach of the agreement concerning the use or disclosure of PII. Business Partner shall provide a copy of the signed agreement to DVHA upon request.

8. Termination

8.1 This Agreement commences on the Effective Date and shall remain in effect until terminated by DVHA or until all of the PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA is destroyed or returned to DVHA subject to Section 9.

8.2 If Business Partner breaches any material term of this Agreement, DVHA, without liability or penalty, may either: (a) provide in writing an opportunity and time frame for Business Partner to cure the breach and terminate the Contract if Business Partner fails to cure; or (b) immediately terminate the Contract if DVHA believes that cure is not reasonably possible. DVHA has the right to seek to cure any breach by Business Partner and this right, regardless of whether DVHA cures such breach, does not lessen any right or remedy available to DVHA at law, in equity, or under the Contract, nor does it lessen Business Partner's responsibility for such breach or its duty to cure such breach.

9. Responsibility for the Return/Destruction of PII

9.1 Business Partner, in connection with the expiration or termination of the Contract, shall return or destroy, at the discretion of DVHA, all PII received from DVHA or created or received by Business Partner on behalf of

DVHA pursuant to the Contract that Business Partner still maintains within thirty (30) days after such expiration or termination. Business Partner shall not retain any copies of the PII. Within the thirty (30) day period, Business Partner shall certify in writing to DVHA that (1) all PII has been returned or destroyed, and (2) Business Partner does not continue to maintain any PII.

9.2 Business Partner shall provide to DVHA notification of any conditions that Business Partner believes make the return or destruction of PII infeasible. If DVHA agrees that return or destruction is infeasible, Business Partner shall extend the protections of this Agreement to such PII and limit further uses and disclosures of such PII to those conditions that make the return or destruction infeasible for so long as Business Partner maintains such PII.

10. Penalties Business Partner understands that it may be subject to a civil penalty, in addition to other penalties that may be prescribed by law, resulting from the improper creation, collection, use or disclosure of PII. In addition, violations of this Agreement may result in notification by DVHA to law enforcement officials and regulatory, accreditation, and licensure organizations.

11. Training Business Partner shall participate in training regarding the use, confidentiality, and security of PII at DVHA's request.

12. Miscellaneous

12.1 In the event of any conflict or inconsistency between the terms of this Agreement and the terms of the Contract, the terms of this Agreement shall govern with respect to its subject matter. Otherwise the terms of the Contract continue in effect.

12.2 Business Partner shall cooperate with DVHA to amend this Agreement from time to time as is necessary for DVHA to comply with 45 CFR §155.260 or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.

12.3 Any ambiguity in this Agreement shall be resolved to permit DVHA to comply with 45 CFR §155.260, or any other standards promulgated under the ACA, or DVHA's contractual obligations to CMS.

12.4 In addition to applicable Vermont law, the parties shall rely on applicable federal law (e.g., the ACA) in construing the meaning and effect of this Agreement.

12.5 As between Business Partner and DVHA, DVHA owns all PII provided by DVHA to Business Partner or created or received by Business Partner on behalf of DVHA.

12.6 The provisions of this Agreement that by their terms encompass continuing rights or responsibilities shall survive the expiration or termination of this Agreement.

The following provisions apply only to those Business Partners that will be accessing Federal Tax Information (FTI).

As applicable, DVHA and Business Partner ("the Parties") agree to comply with the terms of this Agreement and the Language for General Services and Technology Services pursuant to IRS Publication 1075, Exhibit 7:

13. General Services; Performance In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

13.1 All work will be performed under the supervision of the contractor or the contractor's responsible employees.

13.2 Any Federal tax returns or return information (hereafter referred to as returns or return information) made

available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.

13.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and

after processing. In addition, all related output and products will be given the same level of protection as required for the source material.

13.4 No work involving returns and return information furnished under this Contract will be subcontracted without prior written approval of the IRS.

13.5 The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

13.6 DVHA will have the right to void the Contract if the contractor fails to provide the safeguards described above.

14. General Services; Criminal/Civil Sanctions

14.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

14.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or

disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence,

punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

14.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession or access to agency

records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

14.4 Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually

annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial

certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

15. **General Services; Inspection** The IRS and (is this DVHA?) shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this Contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

16. **Technology Services; Performance** In performance of this Contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

16.1 All work will be done under the supervision of the contractor or the contractor's employees.

16.2 Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.

16.3 All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

16.4 The contractor certifies that the data processed during the performance of this contract will be completely

purged from all data storage components of his or her computer facility and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

16.5 Any spoilage or any intermediate hard copy printout that may result during the processing of IRS

data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

16.6 All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

16.7 No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.

17. Technology Services; Criminal/Civil Sanctions

17.1 Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

17.2 Each officer or employee of any person to who returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be

used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such Person shall also notify such officer and employee that such authorized inspection or

disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431.

17.3 Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession or access to agency

records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

17.4 Granting a contractor access to FTI must be preceded by certifying that each individual

understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review as part of the certification and at least annually

annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, /RC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial

certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

18. **Technology Services; Inspection** The IRS and DVHA shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

APPENDIX I

<p>Task Order Form</p> <p>[Contractor name]-[Contract number]</p> <p>Task Order #</p> <p>Start Date: MM/DD/YY</p> <p>End Date: MM/DD/YY</p> <p>Total Cost:</p>
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This is a Task Order between the State of Vermont, Department of Vermont Health Access (hereafter called “State”) and Maximus Health Service, Inc. (hereafter called “Contractor”). This Task Order is entered into in accordance with amended and restated Contract No. 20959 dated June 27, 2014 (the “Contract”), between the State and Contractor. The parties acknowledge and agree that this Task Order is subject to and shall be incorporated in and become a part of the Contract. This Task Order shall not in any way amend, conflict with or supersede the Contract. For purposes of this Task Order, the terms and conditions of Attachment C, Attachment A and Attachment B of the Contract, in that order, shall take precedence and supersede in the event of any ambiguity, conflict or inconsistency with the provisions in this Task Order, including any attachments hereto.

All capitalized terms used herein and not otherwise defined shall have the meaning set forth in the Contract.

Scope of Work	Deliverable Description and Due Dates	Cost

Contractor Representative	[Name & Title]	
Approval Signature		Date
Contract Manager Representative:	Tena Perrelli	
Approval Signature		Date
DVHA Contract Administrator	Emily Trantum	
Approval Signature		Date

Finance Representative	Sonya Stern	
Approval Signature		Date
Assistant Attorney General		
Approval Signature		Date