

AMENDMENT

It is agreed by and between the State of Vermont, Department of Vermont Health Access (hereafter called the "State") and Benaissance, LLC d/b/a WEX Health (hereafter called the "Contractor") that the contract on the subject of Premium Processing Services for the Health Benefit Exchange, effective July 1, 2015, is hereby amended effective June 30, 2017, as follows:

1. By deleting Section 3 (Maximum Amount) on page 1 of 54 of the Base Agreement, as amended and substituting in lieu thereof the following Section 3:

3. Maximum Amount. The maximum amount payable under this contract, wherever such references to the maximum amount appear in said contract shall be changed from \$7,680,000 to \$11,828,160.00, an increase in the amount of \$4,148,160.00.

2. By deleting Section 4 (Contract Term) on page 1 of 54 of the Base Agreement, as amended, and substituting in lieu thereof the following Section 4:

4. Contract Term. The period of Contractor's performance shall begin on July 1, 2015 and end on June 30, 2018. The end date wherever such references appear in said contract and its attachments, is changed from June 30, 2017 to June 30, 2018.

3. By updating Section 7 (Contacts) on page 2 of 54, of the Base Agreement, as amended, to the following:

NOTICES TO THE PARTIES UNDER THIS AGREEMENT

To the extent notices are made under this agreement, the parties agree that such notices shall only be effective if sent to the following persons as representative of the parties:

	STATE REPRESENTATIVE	CONTRACTOR/GRANTEE
Name	DVHA Legal Unit	Lynda Godkin, Esquire Senior Vice President, Healthcare Legal & Compliance Executive WEX Health
Address	NOB 1 South, 280 State Drive Waterbury, VT 05671-1010	82 Hopmeadow Street, Suite 220 Simsbury, CT 06089
Email	AHS.DVHALegal@vermont.gov	lgodkin@evolution1.com

The parties agree that notices may be sent by electronic mail except for the following notices which must be sent by United States Postal Service Certified Mail: termination of contract, contract actions, damage claims, breach notifications, alteration of this paragraph.

DVHA MONITORING OF CONTRACT

The parties agree that the DVHA official State Program Manager is solely responsible for the review of invoices presented by the Contractor.

4. By updating Attachment A, Section I (Definitions) on pages 4 through 5 of 54 of the Base Agreement, as amended, to include the following definitions:

“Access to Care” refers to a situation in which the customer who has an appointment or needs to be seen by a provider within 72 hours (3 business days), or is out of prescription medication and needs to get it within 72 hours (3 business days).

5. By deleting Attachment A, Section VIII (Service Level Agreement) on pages 12 through 14 of 54 of the Base Agreement, as amended, to the following:

**VIII Service Level Agreement
Goals & Objectives**

The purpose of these Service Levels is to ensure that the proper elements and commitments are in place to provide consistent Service delivery to the State by the Contractor. The objectives of these Service Levels are to:

- Provide clear reference to Service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of Service provision to the State.
- Match perceptions of expected Service provision with actual Service support and delivery.

A monthly status report indicating the performance of service level agreements in PDF format will be delivered to State business leads and contract manager no later than the 15th day of each month. Contractor warrants that it shall perform the Services, in whole and in part, to meet the performance levels articulated throughout this Contract to meet the following Service Levels:

Individual Case Ticket – Access to Care

Once an issue has been identified by the State as an Access to Care issue and confirmed by the Contractor as an issue caused by Contractor Software, Contractor will provide a response to the State with the current assessment and next steps to resolution within one (1) business day. Ninety-eight percent (98%) of Access to Care issues caused by Contractor Software except those issues requiring development must be resolved within one (1) business day.

Individual Case Ticket – Non-Access to Care

Once an issue has been identified by the State as a Non-Access to Care issue and confirmed by the Contractor as a Non-Access to Care issue caused by Contractor Software, Contractor will provide a response to the State with current assessment and next steps to resolution within three (3) business days unless the identified issue falls into a System Defect Ticket defined below. Ninety-eight percent (98%) of Non-Access to Care issues caused by Contractor Software except those issues requiring development must be resolved within three (3) business day.

System Defect Ticket

Once an issue has been identified as a system defect by the State and confirmed by the Contractor as caused by Contractor Software, Contractor will provide a response to the State within five (5) business days. The response will include a current assessment and next steps to resolution, as well as the level of severity assigned to the ticket based on initial analysis.

Change Requests

Contractor shall provide the State with cost and level of effort estimate within 14 calendar days of the request or an otherwise agreed upon timeframe, after fully agreed upon requirements have been established. The agreed upon timeframe will be based on an estimated size range and the State having budget available to approve a CR response within the estimated size range.

Key Operational Staff

Contractor will provide a monthly listing of operational staff members who can be reached by State staff for daily operational issues. This list will be provided as part of the monthly SLA reporting and will include known PTO for members.

Key Executive Staff

Contractor will provide a monthly listing of executive staff member who can be reached by State staff in the event that operational staff is unavailable for prolonged periods of time or are out unexpectedly. This list will be provided as part of the monthly SLA reporting.

Payment Accuracy

Misapplication of paper payments to an incorrect member record is to be limited to no more than 1 in 1,500. Contractor will provide a performance matrix monthly.

Recurring ACH Premium Payment Transactions

Contractor shall initiate monthly ACH debit transaction file for all Plan Participants who elect to pay by monthly recurring ACH debit one time per month so that the debit transaction occurs on the date requested by the State or the 1st business day thereafter.

Timely Submission of Financial Reports

Contractor shall ensure that the Unallocated Funds Report and the Reconciliation Report are fully, accurately and timely delivered within two (2) business days of their agreed upon schedules per this Agreement. Ad hoc financial reporting requests should be prioritized jointly at weekly status meetings and Contractor shall report at the weekly status meeting the status of open and newly completed requests.

Premium Remittance to Issuers

Contractor shall ensure timely weekly and month-end remittance of collection premiums to Carriers. Contractor shall remit posted and adjusted premiums for receipt by Carriers on each non-holiday Wednesday, or 1st business day thereafter, for the previous week's deposits through Friday, and non-holiday last business day of month for the deposits made through the end of the 4th to last business day of the month. Contractor will provide a performance matrix monthly.

Process Refunds for Terminated Plan Participants:

Contractor shall process and provide refunds to Plan Participants who terminate with a balance. Contractor will provide two refund reports per month for review by Health Care Eligibility and Enrollment Operations to identify terminated Plan Participants who are entitled to a refund and those that need special attention.

The two refund reports per month will set forth the names of the individuals who are due a refund. The reports will be provided to the State on the dates requested by the State or on the

1st business day thereafter. The names of individuals who were terminated with an effective date of termination of greater than one calendar month will be included on the first report of the month. Those individuals with an effective date of termination of less than or equal to one calendar month and all other previously terminated Plan Participants whose balances are unallocated at the time the second report is run will be included on that second report. Utilizing the information on the reports, Health Care Eligibility and Enrollment Operations then will instruct Contractor on specific next steps.

Process Hardship Refunds for Active Plan Participants:

Contractor shall process and provide refunds to Active Plan Participants. Contractor will provide refunds of partial or whole payments on payments originating as a check, and whole payment refunds for all other payment methods. Contractor shall process refund requests on a weekly basis. Refunds will be issued in the same manner in which the customer paid or in check form in the event there is no means to refund via the original method.

The State will reimburse the Contractor's daily depository bank account ("Depository Account") any losses incurred due to the reversal of a payment deposited into the Depository Account where the refund was issued from the Depository Account prior to notification of the reversal.

Refund Medicaid customer overpayments for Active Plan Participants

Contractor shall process and provide refunds of overpayments to Medicaid Plan Participants by refunding the excess portion of the payment. Contractor shall process refund requests on a weekly basis. Refunds will be issued in the same manner in which the customer paid or by check in the event there is no means to refund via the original method.

Generation of Partial Payment Notices

Contractor shall ensure timely generation and mailing of partial payment notices to customers. Contractor shall generate and distribute partial payment notices to customers via US Postal Service, First Class Mail within 3 business days of receipt of partial payment. Contractor shall send all customer communications to the State in the nightly file for storage in Vermont Health Connect's system.

Generation of Agreed Upon Notices (other than Invoices):

Contractor shall ensure timely generation and mailing of all agreed upon customer notices. Contractor shall generate and distribute all agreed upon notices to customers via mail within 3 business days of event related to the notice. Notices shall include but not be limited to:

- Premium Invoice (Plan Participant)
- Partial Payment Notice – when applicable
- Voided Payment – when applicable
- Refund - when applicable

Contractor shall scan or image all agreed upon notices including post mark and file it by member by year and make it available to the State upon request. Copies of all agreed upon notices shall be stored by member name and made available to the State for retrieval through Contractors Exchange Point SaaS billing platform.

Generation of Invoices

Contractor shall ensure timely generation and distribution by mail of all invoices as follows:

- Contractor shall generate and distribute all customer invoices on an agreed upon date with the State or the first business day thereafter, and place into the United States mail stream within 3 business days. Contractor shall provide proof of mail reporting to Health Care Eligibility and Enrollment Operations within 2 business days after generation.
- Contractor shall generate and submit to the State the monthly Cost Share Reduction (CSR) invoice on an agreed upon date with the State or the first business day thereafter.
- Contractor shall generate and submit to the State the monthly Vermont Premium Assistance (VPA) invoice on an agreed upon date with the State or the first business day thereafter.

Contractor will provide a performance matrix monthly.

Custodial Account Reconciliation

Contractor shall ensure accountability of custodial funds. Contractor shall provide a monthly reconciliation report of to the Contract Manager on the 15th of the following month. The monthly report shall contain a detail of all components that make up the remaining balance in the account. Contractor shall resolve all outstanding bank reconciliation items which will be actively worked by Contractor until resolved in cooperation with the State.

6. By updating Attachment A Section IV (Requirements), on pages 6 through 8 of 54 of the Base Agreement, as most recently amended in Amendment 2, to include, in addition to the Base Services terms contained in Amendment 2, on pages 1 through 3 of 49, the following:

a. **Base Services:** The Contractor shall perform the following base services:

1) Ability for the State to run reports from the Contractor's Health Support Center ticketing system to include:

- a. Ticket Number
- b. Support Request Subject
- c. Current Status
- d. Date Created
- e. Submitted By

2) Weekly Reporting of Tickets:

- a. Contractor to provide the State a weekly report of all open and closed tickets since the last report to communicate progress made on all open tickets.
- b. Contractor to provide the weekly report each Wednesday by close of business.
- c. Report to include:
 - i. Reference Number
 - ii. Date Created
 - iii. Days Open

- iv. Support Request
- v. Status
- vi. Category

3) Testing Resource:

- a. One FTE (full time equivalent) for the purpose of providing dedicated testing support of changes to the VHC system according to the VHC release schedule. Additionally, assisting with reconciliation of the production VHC system data with the production Premium Billing System.

4) Unallocated Funds:

- a. Contractor to partner with the State on an agreed upon process for reviewing and providing insight on member records with an unallocated balance on an agreed upon interval no less than weekly.
- b. When Contractor review indicates, funds are unallocated in error based on data in Contractor system, Contractor will resolve the issue, communicate the resolution to the State, and determine if additional cases are impacted within a timeframe agreed upon by the State and Contractor.
- c. Following the review, Contractor will provide the State with a list of accounts with unallocated balances that appear to be correct based on data in Contractor's system supplied by the State, and State will provide additional review in order to validate the accuracy of the Plan Participants' record

5) Reconciliation:

- a. Contractor will provide an 834 Audit file to provide enrollment data recorded in the Contractor system to the State by close of business on a day agreed upon by both on a weekly basis.
- b. Data will include standard 834 data elements per the Contractor's 834 Technical Specification documentation, which is provided to the State for reference and is made available when updated.
- c. Contractor is not responsible for repairing data sent from the State's VHC system incorrectly, or performing mapping of incorrectly sent data in an effort to provide an expected outcome.
- d. A supplemental data report from the Contractor system is provided each time the 834 Audit Files are sent. This report includes all relevant plan, payment, and subsidy data for each subscriber whose last date of coverage or paid through date is less than that subscriber's plan end date.

6) Prior Years' Close-Out Project:

- a. The Contractor will provide consulting support to assist the State with gap analysis, requirement definitions and an implementation approach of a solution to current year changes impacting prior year accounts after the year has been closed out.

Contractor agrees to provide the Base Services at the cost set forth in Attachment B.

Contractor shall provide the State with an invoice of the base services performed each month in accordance with the Base Services section of the SFY 2018 Budget in Attachment B.

The Parties agree that the contract total includes printing services up to \$10,000.00 per year. Should that amount be exceeded, Contractor must request pre-approval from the State's Contract Manager to be reimbursed more than \$10,000.00.

- 7. By deleting Attachment B (Payment Provisions) on pages 16 through 19 of 54 of the Base Agreement, as amended, and substituting the following Attachment B beginning on page 9 of this Amendment.**
- 8. Taxes Due to the State.** Contractor further certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor 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.
- 9. Certification Regarding Suspension or Disbarment.** Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment 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-contracting/debarment>.

- 10. Child Support** (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs):

Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

This amendment consists of 13 pages. Except as modified by this amendment and any previous amendments, all provisions of the contract #28670 dated November 3, 2015 shall remain unchanged and in full force and effect.

STATE OF VERMONT, CONTRACT
DEPARTMENT OF VERMONT HEALTH ACCESS
Benaissance, LLC d/b/a WEX Health

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CONTRACT #28670
AMENDMENT #3

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
BENAISSANCE, LLC D/B/A WEX HEALTH

CORY GUSTAFSON, COMMISSIONER DATE

NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0239
Email: Cory.Gustafson@vermont.gov
AHS/DVHA

JEFFREY YOUNG, PRESIDENT, DATE

700 26th Avenue East
West Fargo, ND 58078
Phone: 701-461-6474
Email: jyoung@evolution1.com
CONTRACTOR

ATTACHMENT B

PAYMENT PROVISIONS

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

1. Contractor invoices shall be submitted monthly and shall include the date of invoice submission to the State, an invoice number, dates of services performed, and amount billed for each budget line and total amount billed. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 VSA §463. Invoicing must contain a detail of services including dates and hours of work performed and rates of pay. Rates are fully inclusive of travel and expenses. No benefits or insurance will be reimbursed by the State.

Upon acceptance of the required reports and deliverables the Contractor shall invoice the State for services performed. Required Reports should be submitted to:

Lisa Schilling
Financial Director III
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Lisa.Schilling@Vermont.gov

Invoices shall reference this contract number and be submitted electronically to:

Susan Whitney
Contracts and Grants Administrator
Department of Vermont Health Access (DVHA)
NOB 1 South, 280 State Drive
Waterbury, VT 05671-1010
Susan.Whitney@Vermont.gov

2. The total maximum amount payable under this contract shall not exceed \$11,828,160.00.

SFY18 Estimated Budget
07/01/17 through 06/30/18

Monthly Base Service Fee	\$ 230,000.00
PMPM (07/01/2017 - 06/30/2018)	\$ 4.82
Estimated Population (Average) per Month	24,000
Annualized Budget	\$ 4,148,160.00

3. **Per Person Per Month Costs:**

Contractor shall be paid for services based on the following rates or schedule:

Description	Year 1 (7/2015 – 6/2015)	Year 2 (7/2016 – 6/2017)	Year 3 (7/2017 – 6/2018)
Monthly fee for each active Subscriber who receives a premium invoice and/or remits a payment in the VHC Individual Exchange including partial payment notices	\$5.74 Per Subscriber Per Month	\$5.90 Per Subscriber Per Month	\$4.82 Per Subscriber Per Month

4. **Base Services Fee:** Beginning July 1, 2017, the Base Service Fee shall be \$230,000 per month. Contractor shall provide resources necessary to meet all Base Service requirements listed in Attachment A. This will include work performed by the Account Manager and Data Specialists roles to provide support for up to one (1) FTE Account Manager and two (2) FTE Data Specialists.

The Base Services Fee shall include up to \$10,000 per year in pass through charges related to mailing and printing. Contractor must request approval and receive authorization from the Contract Manager for the State for amounts in excess of \$10,000.00 in order to be reimbursed.

Base Services include:

- 1) Ability for the State to run reports from the Contractor’s Health Support Center ticketing system to include:
 - a. Ticket Number
 - b. Support Request Subject
 - c. Current Status
 - d. Date Created
 - e. Submitted By

- 2) Weekly Reporting of Tickets:
 - a. Contractor to provide the State a weekly report of all open and closed tickets since the last report to communicate progress made on all open tickets.
 - b. Contractor to provide the weekly report each Wednesday by close of business.
 - c. Report to include:
 - i. Reference Number
 - ii. Date Created
 - iii. Days Open
 - iv. Support Request
 - v. Status
 - vi. Category

- 3) Testing Resource:
 - a. One FTE (full time equivalent) for the purpose of providing dedicated testing support of changes to the VHC system according to the VHC release schedule.

Additionally, assisting with reconciliation of the production VHC system data with the production Premium Billing System.

- 4) Unallocated Funds:
 - a. Contractor to partner with the State on an agreed upon process for reviewing and providing insight on member records with an unallocated balance on an agreed upon interval no less than weekly.
 - b. When Contractor review indicates funds are unallocated in error, based on data in Contractor system, Contractor will resolve the issue, communicate the resolution to the State, and determine if additional cases are impacted within a timeframe agreed upon by the State and Contractor.
 - c. Following the review, Contractor will provide the State with a list of accounts with unallocated balances that appear to be correct based on data in Contractor's system supplied by the State, and State will provide additional review in order to validate the accuracy of the Plan Participants' record

- 5) Reconciliation:
 - a. Contractor will provide an 834 Audit file to provide enrollment data recorded in the Contractor system to the State by close of business on a day agreed upon by both on a weekly basis.
 - b. Data will include standard 834 data elements per the Contractor's 834 Technical Specification documentation, which is provided to the State for reference and is made available when updated.
 - c. Contractor is not responsible for repairing data sent from the State's VHC system incorrectly, or performing mapping of incorrectly sent data in an effort to provide an expected outcome.
 - d. A supplemental data report from the Contractor system is provided each time the 834 Audit Files are sent. This report includes all relevant plan, payment, and subsidy data for each subscriber whose last date of coverage or paid through date is less than that subscriber's plan end date.

6) Prior Years' Close-Out Project:

The Contractor will provide consulting support to assist the State with gap analysis, requirement definitions and an implementation approach of a solution to current year changes impacting prior year accounts after the year has been closed out.

5. **Specialized Services:**

Contractor shall be paid for services based on the following rates or schedule:

For any work formally requested and approved by State as defined in Attachment A, Contractor shall bill in accordance the following hourly rate card, which includes all travel expenses:

Rate Type (Role)	Hourly Rate
Technical (Architect, Developer, DBA, Infrastructure)	\$275.00
Analyst (Quality Assurance Analyst, Business Analyst, Project Manager)	\$225.00
Specialist (Data Specialist, Account Manager)	\$150.00
Executive	\$525.00

The Contractor agrees that rate type assigned to an employee shall not be changed during the term of this agreement. All invoices for Specialized Services billed at an hourly rate shall specify the dates and times of service and include a summary of services performed, unless the State requests work to be performed as a part of an official Change Request to be paid for under the Specialized Services agreement.

6. **Expenses:** The fee for all services under this agreement shall be inclusive of expenses.

7. **Excused Performance.** If the Contractor's performance is delayed because of the State's failure to provide necessary information which the Contractor timely notified the State was needed, the time frame for the Contractor's performance obligations relating to the associated task will be extended by a period of time equal to the length of the State's delay, except as mutually agreed upon by the Parties.

8. **Acceptance of Specialized Services Deliverables / Remediation.** All deliverables described in Sections 5 above of Attachment B, entitled "Specialized Services" are subject to review and approval by the State ("Specialized Services Deliverables"). Any Specialized Services Deliverable deemed unacceptable by the State within ten (10) days after delivery and implementation will be subject to revision by the Contractor based upon a remediation plan that the State and the Contractor will develop. The State may also require a remediation plan if necessary to address the Contractor's failure to meet the timelines or due dates defined for any Specialized Services Deliverables under this Contract or a Specialized Work Request.

A Specialized Services Deliverable may be deemed unacceptable by the State if it does not conform to the description provided in the Specialized Service requests, or if the Contractor unreasonably fails to respond to State input. Work required under a Specialized Service request provided in Attachment J may be deemed unacceptable by the State if it fails to meet the acceptance criteria listed in the applicable Specialized Work Request. If there are no acceptance criteria specified, Specialized Services Deliverables may be deemed unacceptable for any reason at the State's sole, good-faith discretion.

Notwithstanding Items 4 through 6 of this Attachment B, work required under a remediation plan will be performed at no additional charge, or at a discounted rate agreed to by the State at its sole, good-faith discretion.