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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF HUMAN SERVICES

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404

Nicholas A. Toumpas
Commissioner

Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Mary Ann Cooney
Associate Commissioner

May 31, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source
50% Federal
50% General

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy to amend an existing **sole source** agreement with MAXIMUS Health Services, Inc., 1891 Metro Center Drive, Reston, VA (Vendor# 175787-R001) for the operation of a Temporary Enrollment Call Center supporting the Care Management Program by extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement on July 11, 2012 (Item #31A).

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

**05-95-95-956010-6138 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, SCHIP**

SFY	Class/Account	Class Title	Activity Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500731	Contracts for Program Services	95600021	\$250,000	(\$250,000)	\$0
2014	102-500731	Contracts for Program Services	95600021	\$0	\$0	\$0
			Sub-total:	\$250,000	(\$250,000)	\$0

05-00095-047-470010-7948 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: OFC OF MEDICAID & BUS PLCY, OFF. OF MEDICAID & BUS. POLICY, MEDICAID CARE MANAGEMENT

SFY	Class/Account	Class Title	Activity Number	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	102-500731	Contracts for Program Services	47000021	\$0	\$0	\$0
2014	102-500731	Contracts for Program Services	47000021	\$0	\$250,000	\$250,000
			Sub-total:	\$0	\$250,000	\$250,000
			Total	\$250,000	\$250,000	\$250,000

EXPLANATION

The Department is requesting a one-year **sole source** extension of this agreement because of the delay that is being experienced in implementation of the New Hampshire Care Management Program. In response to the impact of increasing Medicaid expenditures on New Hampshire's State budget, New Hampshire Governor John Lynch and the New Hampshire General Court enacted a new law (Chapter 125, Laws of New Hampshire 2011) that directed the Department to employ a managed care model for administering the Medicaid program. The Program will improve the value, quality and efficiency of services provided to Medicaid enrollees. It had been anticipated that the New Hampshire Care Management Program would be operational late in 2012. Because of the delays experienced in Program implementation, there is a need to extend this agreement. No monies were paid to MAXIMUS Health Services, Inc. during the first year of this agreement.

When enrollment in the Care Management Program is initiated, an estimated 120,000 current Medicaid eligible clients will enroll in the Care Management Program and have the opportunity to self-select one of three Managed Care Organizations that will provide their health care. Because of the large number of Medicaid clients that will be enrolled initially, the Department requires a vendor to temporarily operate a call center to:

- Provide information to clients about the enrollment process, provide support to clients in making a choice of health plan or choosing a health plan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
- Process enrollment into one of the three Managed Care Organizations, using the State's software.

The original contract was awarded to MAXIMUS Health Services, Inc. through a competitive bidding process. A Request For Proposals was published on the Department's website on June 1, 2012.

Of the 11 proposals that were submitted, 10 met the basic requirements of the Request for Proposals and were thoroughly reviewed by a multi-disciplinary Evaluation Committee.

Members of the Evaluation Committee scored the proposals. MAXIMUS Health Services, Inc. was selected because they received the highest average score; 86.3 points out of a possible 100. MAXIMUS provided a detailed plan that best addressed the requirements of the Request for Proposals. It is an organization that has

provided call center services to Care Management Programs in 16 states. Services will be provided at the rate of \$.57 per minute for live calls.

The agreement is based on a cost per minute rate of \$.57, where the vendor will only bill for time spent on live calls handled by the Call Center. Since Care Management is a new program, utilization of the Call Center by Medicaid clients is unknown. The number of clients who will seek Call Center assistance, the volume of calls and the duration of calls can only be estimated. By contracting for a cost per minute rate the Department is at less risk than agreeing to a fixed price contract, which would expose the Department to financial loss if the Call Center were underutilized.

Should Governor and Executive Council not approve this contract, the start date for Care Management Program enrollment, as well as the Program in its entirety, will be further delayed. This would result in considerable disruption for Medicaid clients and providers who have already been notified of implementation dates for the Program. A further delay in beginning the Program will result in greater expenditures for Medicaid services than anticipated in the current Department budget because cost-savings associated with the Care Management Program will not be achieved.

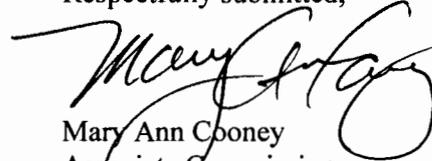
The Office of Medicaid Business and Policy will evaluate this contract and the vendor's performance. Primarily, evaluation of the vendor's performance will be based on the following performance measures:

- Weekly Call Blockage Rate;
- Weekly Call Abandoned Call Rate;
- Weekly Average Speed of Answer;
- Weekly Longest Delay;
- Weekly Call Resolution Rate;
- Weekly First Call Resolution Rate;
- Weekly Transfer Rate to Medicaid Client Services;
- Weekly Average Call Time;
- Customer Satisfaction; and
- Weekly Direct Staff Rate. Defined as the weekly percentage of staff that are assigned to only answer calls for this contract.

Source of Funds: 50% Federal Department of Health and Human Services, Center for Medicare and Medicaid Services; 50% General Funds.

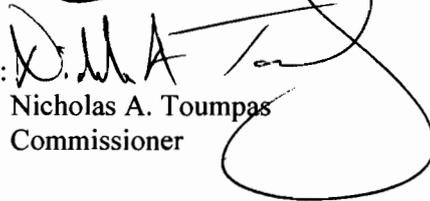
Area Served: Statewide.

Respectfully submitted,



Mary Ann Cooney
Associate Commissioner

Approved By:



Nicholas A. Toumpas
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Temporary Enrollment Call Center Contract**

This first Amendment to the Temporary Enrollment Call Center contract (hereinafter referred to as "Amendment #1") dated this February 28th day of 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Maximus Health Services, Inc. (hereinafter referred to as "the Contractor"), an Indiana corporation with a place of business at 1891 Metro Center Drive, Reston, Virginia.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on July 11th, 2012, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, the State may, extent the contract period by written agreement of the parties;

WHEREAS the Medicaid Care Management program is delayed in its implementation, the call center start date or the program duration, as described in Exhibit A section 1 D and E, may extend beyond the current contract end date;

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree as follows:

- 1) Amendment and modification of P-37 "Agreement";
 - a) Change Completion date in Block 1.7 of the P-37 to read June 30, 2014.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/13
Date

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

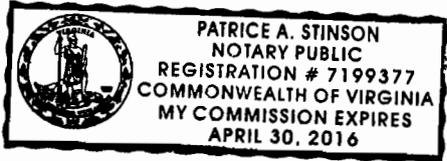
CONTRACTOR NAME MAXIMUS HEALTH SERVICES, INC

Date

Adam Polatnick
NAME
TITLE
Adam Polatnick
Vice President

Acknowledgement:
State of Virginia, County of Fairfax on 3/29/13, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Patrice A. Stinson
Name and Title of Notary or Justice of the Peace





The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

3 Jun 2017
Date

Jeanne P. Hermon
Name: Jeanne P. Hermon
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

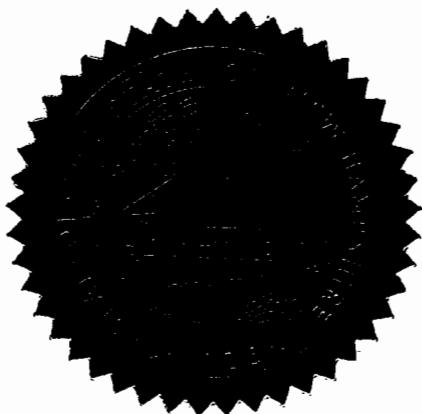
Date

Name:
Title:

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Maximus Health Services, Inc. a(n) Indiana corporation, is authorized to transact business in New Hampshire and qualified on January 23, 2009. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of June, A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Bruce Caswell, do hereby certify that:

(Name of Board Member; cannot be contract signatory)

1. I am a Member of the Board of Directors of MAXIMUS Health Services, Inc.; and
2. That Adam C. Polatnick, Vice President and Assistant General Counsel is hereby authorized on behalf of this Organization to enter into the contract titled Temporary Call Center with the State of New Hampshire and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he may deem necessary, desirable or appropriate.

That authorization has not been amended or revoked, and remain in full force and effect as of the 29th day of March, 2013

(Date Contract Signed or after the date it was signed)


(Signature of Board Member)

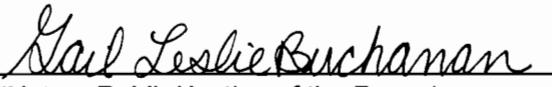
STATE OF Virginia

County of Fairfax

The forgoing instrument was acknowledged before me this 30th day of April, 2013.

by Bruce Caswell.

(Name of Board Member)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires:

4/30/2015





STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doi

Peter C. Hastings
Commissioner

July 12, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract amendment with Maximus Health Services, Inc. (Maximus) of Reston, VA to operate a Temporary Enrollment Call Center as described below and referenced as DoIT No. 2012-158A.

The purpose of this contract amendment between the New Hampshire Department of Health and Human Services (DHHS) and Maximus is to provide call center services during the initial phase of the New Hampshire Care Management program to assist clients with program education and enrollment. The amendment shall become effective upon Governor and Executive Council approval and shall extend the contract expiration date to June 30, 2014. Funding shall not exceed \$250,000.

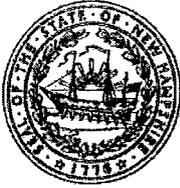
A copy of this letter should accompany the Department of Health and Human Services' submission to the Governor and Executive Council.

Sincerely,

Peter C. Hastings
Commissioner

PCH/itm
2012-158A

cc: Walter Faisen, DHHS
Leslie Mason, DoIT



Nicholas A. Toumpas
Commissioner

Kathleen A. Dunn
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF MEDICAID BUSINESS AND POLICY

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9422 1-800-852-3345 Ext. 9422
Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

Approved
7/11/12 GAC
Item 31A

June 27, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Medicaid Business and Policy to enter into an agreement with MAXIMUS Health Services, Inc., 1891 Metro Center Drive, Reston, VA (Vendor #TBD) to operate a Temporary Enrollment Call Center supporting the Care Management Program in an amount not to exceed \$250,000.00, effective July 11, 2012 or date of Governor and Executive Council approval, whichever is later, through June 30, 2013. Funds to support this request are available in the following account in State Fiscal Year 2013:

**05-95-95-956010-6138 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS: COMMISSIONER, OFF MEDICAID & BUSINESS POLICY, SCHIP**

SFY	Class/Object	Class Title	Activity Number	Budget
2013	102-500731	Contracts for Program Services	95600021	\$250,000.00
			Total:	\$250,000.00

EXPLANATION

In response to the impact of increasing Medicaid expenditures on New Hampshire's State budget, New Hampshire Governor John Lynch and the New Hampshire General Court enacted a new law (Chapter 125, Laws of New Hampshire 2011) that directed the Department to employ a managed care model for administering the Medicaid program. The Program will improve the value, quality and efficiency of services provided to Medicaid enrollees. It is anticipated that the New Hampshire Care Management Program will be operational on December 1, 2012.

Enrollment in the Care Management Program is planned to start on October 1, 2012. Beginning then, an estimated 120,000 current Medicaid eligible clients will enroll in the Care Management Program and have the opportunity to self-select one of three Managed Care Organizations that will provide their health care. Because of the large number of Medicaid clients that will be enrolled initially, the Department requires a vendor to temporarily operate a call center to:

- Provide information to clients about the enrollment process, provide support to clients in making a choice of health plan or choosing a health plan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
- Process enrollment into one of the three Managed Care Organizations, using the State's software.

This contract was awarded to MAXIMUS Health Services, Inc. through a competitive bidding process. A Request For Proposals was published on the Department's website on June 1, 2012. Notifications were sent to all vendors registered with the Department of Administrative Services that offer similar services. Eleven proposals were submitted.

Of the 11 proposals that were submitted, 10 met the basic requirements of the Request for Proposals and were thoroughly reviewed by a multi-disciplinary Evaluation Committee comprised of experienced Department employees, a member of the Medicaid Medical Care Advisory Committee and a subject matter expert from the NH Department of Motor Vehicles. The bid summary is attached.

Members of the Evaluation Committee scored the proposals. The Committee then met on June 26, 2012, to thoroughly discuss the proposals and select a vendor. The proposals were scored based on vendor experience, proposed program, and cost. MAXIMUS Health Services, Inc. was selected because they received the highest average score; 86.3 points out of a possible 100. MAXIMUS provided a detailed plan that best addressed the requirements of the Request for Proposals. It is an organization that has provided call center services to Care Management Programs in 16 states. Services will be provided at the rate of \$.57 per minute for live calls. Although another vendor proposed to provide services at a lower per minute rate, the proposal achieved a lower average score; 60.25. The Committee considered the lower cost proposal and determined the vendor did not have the experience and capacity to administer the deliverables required in this contract.

The Department is proposing the agreement with MAXIMUS Health Service, Inc. because their proposal scored the highest of any proposal that was submitted for this service and their costs for providing the service are competitive. The proposed agreement is based on a cost per minute rate of \$.57, where the vendor will only bill for time spent on live calls handled by the Call Center. Since Care Management is a new program, utilization of the Call Center by Medicaid clients is unknown. The number of clients who will seek Call Center assistance, the volume of calls and the duration of calls can only be estimated. By contracting for a cost per minute rate the Department is at less risk than agreeing to a fixed price contract, which would expose the Department to financial loss if the Call Center was underutilized.

Should Governor and Executive Council not approve this contract, the start date for Care Management Program enrollment, as well as the Program in its entirety, will be delayed. This would result in considerable disruption for Medicaid clients and providers who have already been notified of implementation dates for the Program. A delay in beginning the Program will result in greater expenditures for Medicaid services than anticipated in the current Department budget because cost-savings associated with the Care Management Program will not be achieved as of the planned start date of December 1, 2012.

This contract and the vendor's performance will be evaluated by the Office of Medicaid Business and Policy. Primarily, evaluation of the vendor's performance will be based on the following performance measures:

- Weekly Call Blockage Rate;
- Weekly Call Abandoned Call Rate;

- Weekly Average Speed of Answer;
- Weekly Longest Delay;
- Weekly Call Resolution Rate;
- Weekly First Call Resolution Rate;
- Weekly Transfer Rate to Medicaid Client Services;
- Weekly Average Call Time;
- Customer Satisfaction; and
- Weekly Direct Staff Rate. Defined as the weekly percentage of staff that are assigned to only answer calls for this contract.

Performance that does not meet agreed to standards may result in financial penalty, as described and authorized by the agreement.

Source of Funds: 50% Federal Department of Health and Human Services, Center for Medicare and Medicaid Services; 50% General Funds.

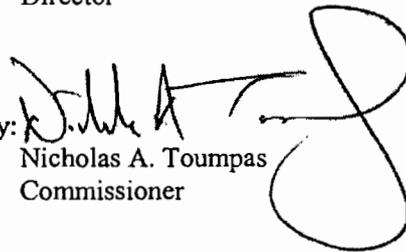
Area Served: Statewide.

Respectfully submitted,



Kathleen A. Dunn, MPH
Director

Approved By:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

S. William Rogers
Commissioner

July 2, 2012

Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

Dear Commissioner Toumpas:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to enter into a contract with Maximus Health Services, Inc. (Maximus) of Reston, VA to operate a Temporary Enrollment Call Center as described below and referenced as DoIT No. 2012-158.

The purpose of this contract between the New Hampshire Department of Health and Human Services (DHHS) and Maximus is to provide call center services during the initial phase of the New Hampshire Care Management program to assist clients with program education and enrollment. The contract shall become effective upon Governor and Executive Council approval through June 30, 2013 and funding shall not exceed \$250,000.

A copy of this letter should accompany the Department of Health and Human Services submission to the Governor and Executive Council.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Rogers".

S. William Rogers

SWR/ltn
2012-158

cc: Patrick McGowan, DHHS
Leslie Mason, DoIT

Final Evaluation Sheet

	Public Consulting Group, Inc. 148 State Street, Boston, MA	Fanueil 2 Eaton Street, Hampton, VA	eCallogy, LLC 1725 East 1450 South, Suite 330, Clearfield, UT	Call Logix 8 Commerce Drive, Bedford, NH;	ICF Incorporated LLC – 126 College Street, Burlington, VT
Organizational Assessment	9.25	15	13	10	9.5
Imp. & Operational Plan	20	23	19.5	14	15
Performance Measures	25.5	20.5	22	9.5	16.5
Costs	3.06	14.66	14.2	13.76	19.18
Total	57.81	73.16	68.7	47.26	60.18

	Coordinated Transportation Solutions, LLC 200 Main Street Ansonia, CT	Advanced Call Center Technologies 1235 Westlakes Dr. Berwyn, PA;	Automated Health Systems 300 Arcadia Court, Pittsburgh, PA;	USA 800, Inc. 9808 Est 66th Terrace, Kansas City, MO	MAXIMUS Health Services, Inc. 1891 Metro Center Drive, Reston, VA
Organizational Assessment	4.75	10.5	15	13	15.0
Imp. & Operational Plan	13	15.5	25	20	23.5
Performance Measures	12.5	25	23.5	17.5	28.0
Costs	30	16.24	7.98	15.28	19.8
Total	60.25	67.24	71.48	65.78	86.3

Evaluation Team

Department of Health and Human Services

Mary Ann Cooney – Deputy Commissioner

Lori Weaver – Administrator of the Bureau of Organizational Development and Training

Betsy Hippensteel – Administrator of Medicaid Client Services

Valerie Brown – Contract Administrator Office of Medicaid Business and Policy

Non-Department of Health and Human Services

Sarah Aiken – Co-chair of the Medical Care Advisory Council

Rick Bailey – Department of Safety Division of Motor Vehicles

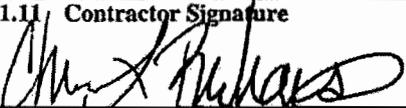
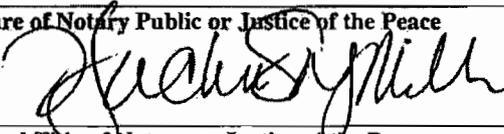
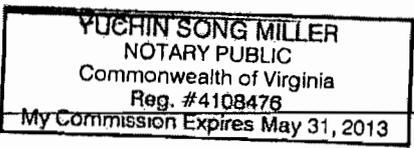
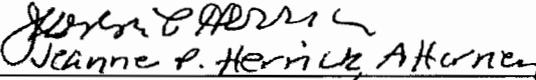
Subject: Temporary Call Center

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services Office of Medicaid Business and Policy		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name MAXIMUS Health Services, Inc.		1.4 Contractor Address 1891 Metro Center Drive Reston, VA 20190	
1.5 Contractor Phone Number 703-251-8254	1.6 Account Number 10-095-6138-102-500731	1.7 Completion Date 6/30/2013	1.8 Price Limitation \$250,000.00
1.9 Contracting Officer for State Agency Betsy Hippensteel		1.10 State Agency Telephone Number (603) 271-4360	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christi Reinhardt, Senior Manager Contracts Administrator	
1.13 Acknowledgement: State of Virginia County of Fairfax On <u>29th June, 2012</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace YUCHIN SONG MILLER			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Kathleen Dunn, Director OMBP	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  <u>Jeanne P. Herrick, Attorney</u> On: <u>3 July 2012</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: CR
Date: 6/29/12

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A
SCOPE OF SERVICES**

DATE: July 2, 2012

CONTRACT: Temporary Call Center

CONTRACT PERIOD: July 11, 2012 – June 30, 2013
Or Date of Governor & Executive Council approval, whichever is later

CONTRACTOR NAME: MAXIMUS HEALTH SERVICES, Inc

ADDRESS 1891 Metro Center Drive,
Reston, VA 20190

TELEPHONE: 703-251-8254

REPRESENTATIVE Christi Reinhardt
TITLE Senior Manager Contracts Administrator

1. Provisions Applicable To All Services

The Contractor hereafter agrees:

- A. That, to the extent future legislative action by the NH General Court or Federal or State court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Contract so as to achieve compliance therewith, in which event the price limitations for such Service(s) shall be renegotiated;
- B. Order of Precedence: In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:
 - 1. The State of New Hampshire Terms and Conditions, Form P-37 and Exhibits A-J;
 - 2. RFP#12-DHHS-CM-02 which is hereafter incorporated by reference; and
 - 3. The MAXIMUS Health Services, Inc Proposal, dated June 22, 2012 which is hereafter incorporated by reference;
- C. The Contractor shall provide all services outlined in the documents referenced in 1.B. above;
- D. Program Overview: The contractor will act as a call center during the initial enrollment period. The contractor shall have call center functions in operation on the call center

MAXIMUS Health Services, Inc
Temporary Call Center
Exhibit A
Page 1 of 13

Contractor Initials CR

Date 6/29/12

start date, which is estimated to be October 1, 2012. The Department reserves the right to change the call center start date based on the overall enrollment start date for Care Management. The Department will make efforts to provide reasonable notice to the contractor;

E. Program Duration: It is estimated that the contractor will operate the call center from October 1, 2012 – December 31, 2012. If the estimated start date of the Care Management program is later than December 1, 2012, the start date of the call center will adjust to no fewer than 60 days prior to the start date of the Care Management Program; and

F. The Department will assume the services provided by this contract on the estimated date of January 1, 2013. If call volume has not decreased, as determined by the Department, the contractor shall provide service for additional 30 calendar day increments as notified by the Department.

2. Roles and Responsibilities – The following shall not be interpreted as a comprehensive list, but to operate the call center, in general the:

A. Responsibilities of Contractor –

The Contractor shall be responsible for the activities necessary or required to fulfill its obligations under this Contract to support incoming call center telephone enrollment inquiries and processing. Which shall include, but are not limited to:

1. Location;
2. Staffing;
3. All Equipment (phones, computers, etc);
4. Systems other than New HEIGHTS to meet the requirements of the contract, including all reporting requirements;
5. Provide information to clients about the enrollment process, provide support to clients in making a choice of healthplan or choosing a healthplan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
6. Process enrollment into one of the three Managed Care Programs, using the State's software;

B. Responsibilities of the Department –

The Department shall continue to be responsible for:

1. Providing the contractor with:
 - i. Access to the New HEIGHTS enrollment software module through a Citrix Environment (including licenses for Citrix);
 - ii. Training based on the contractor's approved training planning;
 - iii. The call center toll-free number;
2. Outreach and Education;
3. Eligibility determination/exemption and exclusions processing;
4. Dual eligibility enrollment processing;
5. MCO Selection and Opt-out for web-based enrollments, U.S. mail based enrollment, auto-assignment enrollment, and administrative enrollment;
6. MCO disenrollment processing;
7. Transfers between MCOs, including 'for cause' an 'without cause' change requests;
8. Annual health plan changes;
9. Enrollment related interfaces;
10. Enrollment data reconciliation; and
11. Provider network data base directory, which may be utilized via the Managed Care Organization's Websites;

3. Program Goal and Objectives

- A. **Goal:** Implement and temporarily operate a call center by the start date of **October 1, 2012;**
- B. The Contractor's achievement of this goal shall be based on the measured progress of the following objectives by the start date of the call center:
 1. Program Operation Specifications;
 2. Staffing Specifications;
 3. Technical Telephone System Specifications; and
 4. Technical Software System Specifications;

4. Program Operations

- A. Objective #1 Program Operational Specifications:

1. The call center shall be maintained and operated within the 48 contiguous states to support the required functions of this contract;
2. The call center shall be accessible through a statewide toll-free number that is provided by, and exclusively owned by the Department;
3. Customer service representatives shall answer calls Monday through Friday 8:30 a.m. to 7:00 p.m. Eastern Standard Time. The call center shall be closed on Thanksgiving, Christmas, and New Year's Day. The center will be open on Veteran's Day;
4. During non-business hours, the call center shall have a system capable of accepting, recording, or providing instruction to incoming callers;
5. In the absence of the declaration of a weather emergency by the State of New Hampshire, the call center shall provide staff during regularly scheduled business hours;
6. At all times the call center shall have the capability to accommodate speech and hearing-impaired clients at no cost to the individuals;
7. At all times the call center shall have the capability to make available oral interpretation services for all Limited-English Proficient individuals. These services will be at no cost to the individuals;
8. The contractor shall have a comprehensive plan to handle call volume that exceeds staff capacity. This plan shall include the capacity to roll calls over to other phone centers within one hour of the increase in call volume;
9. Call center staff shall verify a caller's identity using at least two points of verification (name, address, case number, etc) in the New HEIGHTS system;
10. The contractor shall collaborate with the Department to create protocol for managing all calls that contact the call center. The Department shall have final approval of all protocol established for this contract;
11. The contractor shall develop telephone scripts, approved by the Department, that will be used by the staff of the center;
12. The contractor shall establish a call center Customer Satisfaction survey for clients to provide feedback on the service they receive from the call center; and

Contractor Initials CF

Date 6/29/12

13. The contractor shall permit the Administrator of the Medicaid Client Services Call Center Unit to monitor live calls;

B. Objective #2 Staffing Specifications:

1. Provide qualified staff to operate the call center; and
2. Dedicate a single point of contact that is continuously accessible to the Administrator of the Medicaid Client Services Unit;

C. Objective #3 Technical Telephone System Specifications: Telephone system, which shall be provided by the contractor shall:

1. Be capable of transferring calls to the Department's Voice Over Internet Protocol (VOIP) telephone system;
2. Capable of inbound and outbound calls;
3. Provide for a reliable transfer mechanism for calls received by the contractor's call center that have unique circumstances or situations and that will need to be passed to the Medicaid Client Services. This group is supported by a Cisco Unified Communications System running Call Manager version 8.5 and UCCX version 8.5;
4. Calls shall be handled by customer service representatives.
5. The call center shall have the ability to route calls to specific queues, such as an automatic call distribution system. The message system used during regular business hours shall:
 - i. Advise caller of their place in the queue;
 - ii. Allow callers to leave a voicemail;
 - iii. Provide information about the Department's Care Management webpage;
 - iv. Provide information to clients about the enrollment process, provide support to clients in making a choice of healthplan or choosing a healthplan, and respond to questions regarding the differences between Medicaid Fee-for-Service and Care Management; and
 - v. Any other message deemed necessary by the State;
6. The call center shall track call statistics necessary to provide the Performance Reports specified in this agreement; and

7. The telephone system shall have the ability to allow during high call volume callers to leave a message and their call will be returned within 1 hour;

D. Objective #4 Technical Software System Specifications:

1. The contractor shall use the Department's New HEIGHTS eligibility system to perform the processing enrollment functions of this contract;
2. New HEIGHTS shall be accessed by users in remote locations through a Citrix environment. The Citrix environment provides full connectivity to the application, through the Internet, without the need of a fat client on the local desktop. The user will access the Citrix Access Gateway securely using 128bit encryption via SSL/https;
3. Thin client requirements are 64-bit or 32-bit editions of the following operating systems: Windows 7, Windows Vista, Windows XP Professional (Service Pack 2 or later for 32-bit edition), Windows XP Embedded, Windows Server 2003, and Windows 2000 Professional (latest Service Pack);
4. The contractor's information technology system approach will ensure, at a minimum, the following:
 - i. Secure internet access to provide efficient communication for Contractor staff to operate New HEIGHTS for the number of staff working on the system;
 - ii. Internet browser with 128-bit encryption Internet Explorer 6.0, Mozilla Firefox 4, (Google Chrome is not supported);
 - iii. Standard PC architecture, as required for the operating system. At a minimum:
 - a. 1.5 GHz processor or faster;
 - b. 1 GB RAM or greater;
 - c. Hard drive with 500 MB or more free space; and
 - d. Video card capable of 1024 x 600 resolution and 32-bit color or more;
 - iv. The Citrix Receiver Client shall be installed on each user's PC prior to the first log in. The file is available for download at:http://www.citrix.com/lang/English/lp/lp_2309126.asp?ntref=DLpromo1a; and
5. User accounts shall be person specific and will be activated by the State. Each user shall be required to sign the Department's Computer Use Agreement.

Contractor Initials CR

Date 6/29/12

Identification of each user and completed Computer Use Agreements shall be received by the State a minimum of two weeks prior to system use;

5. Program Management

1. Follow protocol defined in Section 4.A.10. which shall include but not be limited to:
 - i. The primary function of providing clients with objective information and processing the enrollment of the client in their selected MCO of choice; and
 - ii. Transferring complicated cases to Medicaid Client Services; and
 - iii. Referring misdirected calls.

6. Performance Measures:

A. Excellent Customer Service. As documented by the following performance measures:

1. Accessibility:

- i. Blockage Rate –Defined as the weekly percentage of total calls that receive a busy signal. Please note the Department doesn't consider calls going directly to voicemail as a blocked call; and
- ii. Abandoned Call Rate – Defined as the weekly percentage of total calls that are abandoned by the client or contractor;

2. Speed of Service:

- i. Average Speed of Answer – Defined as the percentage of weekly live calls that are answered within 180 seconds; and
- ii. Longest Delay – Defined as the longest wait time that any caller experienced during the week;

B. Quality Information. As documented by the following performance measures:

- i. Call Resolution Rate - Defined as the percentage of total calls that are resolved. A call is considered resolved when at the end of the call the client has been:
 - Provided information about the enrollment process based on established protocol; and
 - All members of the case required to select an MCO have their enrollments processed in New HEIGHTS;

Contractor Initials CR

Date 6/29/12

- ii. First Call Resolution Rate – Defined as the percentage of total calls resolved in a single contact; and
 - iii. Transfer Rate to MCS – Defined as the weekly percentage of total calls transferred to Medicaid Client Services. This is determined by the percentage of all calls received by the contractor that are then transferred to Medicaid Client Services;
- C. Efficiency in Meeting Customer’s Needs. As documented by the following performance measures:
- i. Average Call Time – Defined as the weekly average phone time spent on each call; and
 - ii. Customer Satisfaction Ratio – The weekly percentage of customers from a sample that are satisfied with the service of the call center;
- D. Dedicating Staff Directly to this Contract: As documented by the following performance measure:
- i. Direct Staff Rate – Defined as the weekly percentage of staff that are assigned to only answer calls for this contract; and
- E. Performance Weekly Minimums: The Contractor shall complete the minimum weekly goals for each performance measure. Successful performance in this contract shall be evaluated based on the contractor meeting the proposed goals for each performance measure;

Performance Measures	
Customer Service – Accessibility	Minimum Goal
Blockage Rate (Percentage)	0%
Abandoned Call Rate (Percentage)	5%
Customer Service – Speed of Service	Minimum Goal
Average Speed of Answer within 180 Seconds (Percentage)	90%
Longest Delay (Minutes)	12

Contractor Initials CE

Date 6/29/12

Quality Information – Resolution	Minimum Goal
Call Resolution Rate (Percentage)	90%
First Call Resolution Rate (Percentage)	70%
Transfer Rate to Medicaid CS (Percentage)	5%
Efficiency – Contact Handling	Minimum Goal
Average Call Time (Minutes)	7
Customer Satisfaction Ratio (Percentage)	95%
Direct Resources	Minimum Goal
Direct Staff Rate (Percentage)	95%

7. Contract Deliverables and Reports:

- A. Within 7 days of the approval of the contract the contractor will provide a preliminary implementation plan to be approved by the Department. The plan should provide enough detail for the Department to understand the contractor’s approach to assuring the call center will be in operation on the Start Date of October 1, 2012, which shall include but not be limited to all necessary program and system testing;
- B. Within 15 days of the approval of the contract, the contractor shall provide a preliminary training plan to be approved by the Department;
- C. Within 30 days of the approval of the contract, the contractor shall provide an acceptable disaster recovery plan in place in the event the call center is disabled, which shall be approved by the Department;
- D. Within 30 days of the approval of the contract, the contractor shall provide a work plan for how the call center will operate in the event that New HEIGHTS is not accessible through the Citrix Environment. The plan shall be approved by the Department;

8. Program Reporting

Contractor Initials CR

Date 6/29/12

- A. The contractor shall provide weekly and monthly reports detailing the status of the performance measures described in 6.E. above. This shall include but not be limited to:
1. Quantitative data on the weekly measure; and
 2. Qualitative data on any weekly measure that is not in compliance with the minimum requirement, which shall include but not be limited to: an explanation as well as a plan to bring the measure into compliance;
- B. The selected contractor shall provide weekly reports detailing by hourly blocks:
1. Calls received;
 2. Calls answered;
 3. Calls transferred to other sites as specified in protocol;
 4. Calls sent to the selected contractor's overflow site, when primary site is at maximum capacity;
 5. Calls abandoned;
 6. Average wait time;
 7. Maximum wait time; and
 8. Call back time;
- C. Reports and details regarding Customer Satisfaction, about the contractor's call center; and
- D. Other ad hoc reports as requested by the Department;

9. New Hampshire Technology General Provisions

A. Intellectual Property

Upon successful completion and/or termination of the Implementation of the Project, the State of New Hampshire shall own and hold all, title, and rights for the New HEIGHTS software. In no event shall the contractor use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Agreement in the New HEIGHTS software.

1. State's Data - All rights, title and interest in State Data shall remain with the State; and

Contractor Initials CE

Date 6/29/12

2. Survival - This Contract Agreement Section 9-A: *Intellectual Property* shall survive the termination of the Contract;

B. Use of State's Information, Confidentiality

In performing its obligations under the Contract, the Contractor may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). The Contractor shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for the Contractor's performance under the Contract;

1. State Confidential Information-

Contractor shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to the Contractor in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Contractor Initials CR

Date 6/29/12

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Contractor shall immediately notify the State if any request, subpoena or other legal process is served upon the Contractor regarding the State Confidential Information, and the Contractor shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, the Contractor shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief;

2. Contractor Confidential Information

Insofar as the Contractor seeks to maintain the confidentiality of its confidential or proprietary information, the Contractor must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that the Contractor considers the Software and Documentation to be Confidential Information. Contractor acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by the Contractor as confidential, the State shall notify the Contractor and specify the date the State will be releasing the requested information. At the request of the State, the Contractor shall cooperate and assist the State with the collection and Review of the Contractor's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be the Contractor's sole responsibility and at the Contractor's sole expense. If the Contractor fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to the Contractor, without any liability to the Contractor; and

Contractor Initials CE

Date 6/29/12

3. Survival - This Contract Agreement Section 9-B, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract;

C. State Owned Documents and Data:

Contractor shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Contractor shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State; and

D. Data Breach – If any State Data is breached as a result of the contractor's system, the contractor shall be fully liable for all costs associated with that breach. The Contractor will notify the Administrator of Medicaid Client Services and then collaborate with the Department on notifying all necessary parties about the breach.

Contractor Initials CR

Date 6/29/12

EXHIBIT B
METHOD, SCHEDULE, AND CONDITIONS PRECEDENT TO PAYMENT

DATE: July 2, 2012

CONTRACT: Temporary Call Center

CONTRACT PERIOD: July 11, 2012 – June 30, 2013
Or Date of Governor & Executive Council approval, whichever is later

CONTRACTOR NAME: MAXIMUS HEALTH SERVICES, Inc

ADDRESS 1891 Metro Center Drive,
Reston, VA 20190

TELEPHONE: 703-251-8254

REPRESENTATIVE Christi Reinhardt
TITLE Senior Manager Contracts Administrator

1. This contract is funded with funds from the State of New Hampshire and the Centers for Medicare and Medicaid Services;
2. The contractor shall only bill the state at a cost of .57 per minute the contractor is speaking to a live person;
3. Costs for this contract shall not exceed \$250,000.00;
4. Payments shall be made retrospectively on a monthly basis;
5. Invoices should be submitted electronically to: betsy.hippensteel@dhhs.state.nh.us;
6. The State will make every effort to submit payment to the contractor within 30 days of the receipt of accepted invoices and approval of required reports described in 6 below;
7. Requests for payment must be signed by an authorized representative of the Contractor;
8. Payments may be withheld pending receipt of required reports as defined in Exhibit A;
9. A final payment request shall be submitted no later than sixty days after the Contract ends. Failure to submit the invoice by this date could result in non-payment; and

Contractor Initials CR

Date 6/29/12

10. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Contractor Initials CR

Date 6/29/12