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Lori A. Shibley
Commissioner

Christine L. Santaniello
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

July 27, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing contract with Maximus US Services, Inc. (VC#175787-R001), Reston, VA for temporary call center services, by increasing the price limitation by \$2,015,534 from \$1,789,679 to \$3,805,213 with no change to the contract completion date of June 30, 2022 effective upon Governor and Council approval. 100% Federal Funds.

The original contract was approved by Governor and Council on April 23, 2014, Late Item #A. It was subsequently amended with Governor and Council approval on June 24, 2015, item #10; March 22, 2017, item #15; January 9, 2019, item #7; May 1, 2019, item #15; March 25, 2020, item #9A; and on June 30, 2021, item #5I.

Funds are available in the following accounts for State Fiscal Year 2022 upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is to add funding and modify the scope of services to the contract for call center services through June 30, 2022 to manage for an anticipated increase in workload and calls due to the end of the additional temporary benefits provided to beneficiaries as a result of the COVID-19 pandemic. The Contractor currently provides call center assistance to callers with inquiries regarding New Hampshire's Medicaid programs including Eligibility, Enrollment Options such as fee for services, Medicaid Care Management, Health Insurance Premium Payment and Federally Facilitated Marketplace. The Contractor also provided critical call center services to other programs and agencies within the state to assist during the COVID-19 pandemic.

The Department anticipates that the call center volume will increase during State Fiscal Year 2022 as many of the additional benefits individuals and families are currently receiving that will no longer be available when the public health emergency (PHE) ends. As of today's date, there are over 221,000 individuals on Medicaid compared to 178,000 at the start of the PHE. More than 60,000 individuals have remained on Medicaid due to the Center for Medicare & Medicaid (CMS) Maintenance of Effort requirements which enabled the state to draw enhanced federal matching assistance percentages (FMAP) through the PHE. If the PHE extends to the end of

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2021 (or beyond), this number could approach 80,000 individuals. At the end of June, the Department estimated that nearly 30,000 individuals might not be eligible if it were not for the PHE. These individuals specifically, and up to another 50,000 individuals will need to provide eligibility information to the Department for redetermination by the Department. The Department must process redeterminations in accordance with CMS' requirements and additional conditions from CMS due to the PHE.

The Department will need to prioritize and increase staff time to conduct these eligibility determinations so that the state is not paying capitation payments where there is not eligibility and work to protect those that remain eligible to continue their coverage. Properly and timely adjudicating eligibility has the potential financial impact in the order of \$4 to \$8 million per month at the proposed State Fiscal Year 2022 capitation rates. In addition to the increased workload to process applications, the Department anticipates that there will be a very significant increase in calls to the call center for redetermination assistance and other questions as other federal benefit changes related to the pandemic come to an end.

Department staff currently staff the call center and handled approximately 70,000 calls a month pre-PHE. With the anticipated increase in redeterminations, new applications, and other changes in programs such as: Supplemental Nutrition Assistance Program (SNAP), Temporary Assistance to Needy Families (TANF), and Child Care Scholarship, the Department, will not be able to meet the needs during this time with our current staffing. This contract will support the ability for 30 Department staff to process eligibility applications and the contractor will be responsible for initial calls to the call center.

The Department will competitively re-procure for the service if there is a need that extends beyond the adjudication requirements of the PHE.

The Department will monitor contracted services using the following 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
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%

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and the Honorable Council
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Should the Governor and Council not authorize this request, the Department will not have the ability to manage the increased workload due to the end of the PHE which has the potential to result in people remaining on Medicaid who are no longer eligible and the state not being able to be reimbursed for the federal portion of the Medicaid coverage.

Area served: Statewide

In the event that the Federal Funds become no longer available, General Funds might need to be requested to support this call center temporarily to complete the unwind of the benefits associated with the PHE as administered by the Department.

Respectfully submitted,


 Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

005-095-940010-24650000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: NEW HAMPSHIRE HOSPITAL, NEW HAMPSHIRE HOSPITAL, ARPA DHHS FISCAL 100% Federal Funds

Maximus US Services, Inc.

175787-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2015	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2016	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2017	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2018	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2019	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2020	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2022	102-500731	Contracts for Program Services	TBD	\$0	\$2,015,534	\$2,015,534
		Sub Total		\$0	\$2,015,534	\$2,015,534

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD 50% Federal Funds 50% General Funds

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2015	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2016	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2017	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2018	102-500731	Contracts for Program Services	TBD	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Program Services	TBD	\$150,000	\$0	\$150,000
2020	102-500731	Contracts for Program Services	TBD	\$200,000	\$0	\$200,000
2021	102-500731	Contracts for Program Services	TBD	\$200,000	\$0	\$200,000
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$1,700,000	\$0	\$1,700,000

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS:

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2015	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2016	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2017	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2018	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2019	102-500731	Contracts for Program Services	TBD	\$79,224	\$0	\$79,224
2020	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$79,224	\$0	\$79,224

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2015	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2016	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2017	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2018	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0

DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET

2019	102-500731	Contracts for Program Services	TBD	\$10,455	\$0	\$10,455
2020	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$10,455	\$0	\$10,455
Overall Total				\$1,789,679	\$2,015,534	\$3,805,213



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY
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Denis Goulet
Commissioner

August 4, 2021

Lori A. Shibinette, Commissioner
Department of Health and Human Services
State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Commissioner Shibinette:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your agency's request to amend an existing contract with Maximus US Services, Inc., of Reston, VA, as described below and referenced as DoIT No. 2015-174F.

The purpose of this amendment is to add funding and modify the scope of services to the contract for call center services through June 30, 2022 to manage for an anticipated increase in workload and calls due to the end of the additional temporary benefits provided to beneficiaries as a result of the COVID-19 pandemic. The Contractor also provided critical call center services to other programs and agencies within the state to assist during the COVID-19 pandemic.

The funding amount for this amendment is \$2,015,534, increasing the current contract from \$1,789,679 to \$3,805,213 with no change to the contract completion date of June 30, 2022. This amendment shall become effective upon the Governor and Executive Council approval through June 30, 2022.

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

Sincerely,

Denis Goulet

DG/kaf
DoIT #2015-174F
RID: N/A
cc: Michael Williams, IT Manager, DoIT

**- State of New Hampshire
Department of Health and Human Services
Amendment #7**

This Amendment to the Temporary Call Center contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Maximus US Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2014, (Late Item #A), as amended on June 24, 2015, (Item #10), March 22, 2017, (Item #15) January 9, 2019 (Item #7), May 1, 2019 (Item #15), March 25, 2020 (Item #9A), and June 30, 2021 (Item #TBD) pending Governor and Executive Council approval, 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to increase the price limitation and modify the scope of services to support continued delivery of these services; and

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 to amend as follows:

1. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$3,805,213
2. Delete Exhibit A, Scope of Services, and replace in its entirety with Exhibit A, Amendment #7, Scope of Services, which is attached hereto and incorporated by reference herein.
3. Delete Exhibit B Amendment #5, Methods and Conditions Precedent to Payment, and replace in its entirety with Exhibit B Amendment #7, Methods and Conditions Precedent to Payment, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C-1, Revisions to General Provisions, Section 2, to amend Paragraph 10 of the General Provisions of this Agreement, Termination, Subparagraph 10.1, by deleting it in its entirety and replacing it to read:
10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, thirty (30) days after giving the Contractor written notice that the State is exercising its option to terminate the agreement.
5. Delete Exhibit K Amendment #5, DHHS Information Security Requirements and replace in its entirety with Exhibit K Amendment #7, DHHS Information Security Requirements, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. 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

7/30/2021

Date

DocuSigned by:

Christine Santaniello

000064F5E6C5D494

Name: Christine Santaniello

Title: Associate Commissioner

Maximus US Services, Inc.

7/30/2021

Date

DocuSigned by:

Jennifer Grunewald

000064F5E6C5D494

Name: Jennifer Grunewald

Title: Counsel

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

OFFICE OF THE ATTORNEY GENERAL

8/3/2021

Date

DocuSigned by:

Takhmina Rakhmatova

Name: Takhmina Rakhmatova

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center



Exhibit A

Scope of Services

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. Appendix A;
 - 3. RFP#12- DHHS-CM-02 which is hereafter incorporated by reference; and
 - 4. The Maximus US Services, Inc. Proposal, dated May 7, 2021 which is hereafter incorporated by reference;
- C. The Contractor is independent from any Managed Care Entity (MCE) and health care provider that provides coverage in New Hampshire where the Contractor will be conducting enrollment activities.
- D. No person who is an owner, employee, consultant or has a contract with the Contractor either has any direct or indirect financial interest with such an entity or health care provider or has been excluded from participation in the program, debarred by any Federal agency, or subject to civil money penalty.
- E. The Contractor will comply with all Federal and State laws and regulations including Title VI of the Civil Rights Act of 1964; Title IX of the Education

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

Amendments of 1972 (regarding education programs and activities); the Age Discrimination Act of 1973, and the Americans with Disabilities Act.

F. The Contractor shall provide all services outlined in the documents referenced in 1.B. above, along with all other services outlined within this Exhibit;

G. Program Overview: Program Overview: The Contractor shall act as a call center during the transition period for discontinuation of temporary benefits provided in response to the Covid-19 pandemic. The Contractor shall provide tier one customer service call group for all calls coming to the customer service call center regarding eligibility for all programs covered through the Bureau of Family Assistance (BFA). The Department will provide the contractor with training and call scripts. The Contractor shall maintain all call center functions currently in operation and provide all other services outlined with this Exhibit. Including but not limited to:

1. Cash/Medical including but not limited to:

- a. Temporary Assistance to Needy Families (TANF)
- b. Aid to the Permanently and Totally Disabled (APTD)
- c. Old Age Assistance
- d. Aid to the Needy Blind

2. SNAP (Food Stamps)

3. Qualified Benefit Program (QMB)

4. Child Care Scholarship

H. The Department shall inform the Contractor when call volume has been decreased, as determined by the Department, to end the call center services and this contract, with thirty (30) days advance notice.

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

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

A. Responsibilities of Contractor –

The Contractor shall function the first line for callers with general eligibility questions for all Bureau of Family Assistance programs and will be responsible for the activities necessary or required to fulfill its obligations under this Contract, but are not limited to:

1. Staffing;
2. All Equipment (phones, computers, etc.);
3. New HEIGHTS system to meet the requirements of the contract, including all reporting requirements;
4. Assist callers with inquiries regarding eligibility for economic and medical assistance programs through the Bureau of Family Assistance.

a. The assistance shall include but not be limited to provision of the following as directed by the Department.

- i. education
- ii. information
- iii. assisting with applications and assisting with accessing and entering data with the appropriate NH DHHS systems.
- iv. transferring clients to appropriate NH DHHS offices, MCM Health Plans, or other resources
- v. additional services as directed by the Department

5. Contractor's trainer and Quality Assurance staff shall:

- a. Actively listen to live calls, noting tone and engagement.
- b. Work with Contractor staff to promote not just accuracy of information, but also positive interactions that leave callers feeling the satisfaction that comes from being treated with integrity and;

**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**



Exhibit A

- c. Reinforce the Contractor's model for service excellence through training and coaching

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 Amazon WorkSpaces (AWS) environment ;
- ii. Training based on the Department's training including but not limited to;
 - a. Overview of all programs
 - b. Overview of New HEIGHTS platform
- iii. The call center toll-free number;

3. Program Goal and Objectives

- A. **Goal:** Operation of a temporary call center for eligibility for Department services through the Bureau of Family Assistance.
- B. The Contractor's achievement of this goal shall be based on the measured progress of the following objectives by the implementation date set for all other aspects of this Exhibit:
 - 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:

**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**



Exhibit A

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 services representatives shall answer calls Monday through Friday 9:00 a.m. to 4:00 p.m. Eastern Standard Time. The Department reserves the right to require Call Center operations for four (4) consecutive hours on Saturdays. Requests for Saturday hours shall be made in accordance with **Section 10.C**. Start and end times for Saturday hours shall be determined by the Department. The Call Center shall be closed on all State of New Hampshire employee holidays as published at <https://das.nh.gov/hr/index.html>.
4. In the absence of the declaration of a weather emergency by the state of New Hampshire or the Call Center location/s, the call center shall provide staff during regularly scheduled business hours;
5. At all times the call center shall have the capability to accommodate speech and hearing-impaired clients utilizing the TTY lines at no cost to the individuals;
6. At all times the call center shall have the capability to make available oral interpretation services for all Limited-English Proficient individuals via the State of NH language line and TTY lines. These services will be at no cost to the individuals;
7. Call center staff shall verify a caller's identity using at least two points of verification (name, date of birth, Social Security number, address, case number, etc.) in the New HEIGHTS system;
8. The Contractor shall collaborate with the Department and other contractors designated by the Department to create protocol for managing all calls



**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

received by the call center. The Department shall have final approval of all protocols established for this contract;

9. The contractor shall permit the Department to monitor live calls;

B. Objective #2 Staffing Specifications:

1. Provide qualified staff to operate the call center; and
2. Designate a single point of contact that is continuously accessible to the Department;

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 the Genesis Pure Cloud Telephony System;
4. Calls shall be handled by customer service representatives.
5. The call center shall track call statistics necessary to provide the Performance Reports specified in this agreement; and

D. Objective #4 Technical Software System Specifications:

1. The contractor shall use the Department's New HEIGHTS eligibility system to perform the functions of this contract;
2. New HEIGHTS shall be accessed by users in remote locations through an Amazon WorkSpaces (AWS) environment. The AWS environment provides full connectivity to the application, through the internet, without

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

- the need of a fat client on the local desktop. The user will access AWS securely using 128bit encryption via SSL;
3. The Contractor shall utilize a currently supported windows operating system.
 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 HEIGHT for the number of staff working on the system;
 - ii. Internet browser with 128-bit encryption Internet Explorer, Mozilla Firefox , (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. 4 GB RAM or greater;
 - c. Hard drive with 80 GB or more free space; and
 - d. Video card capable of 1024 x 600 resolution and 32-bit color or more;
 - iv. The Amazon WorkSpaces (AWS) Client shall be installed on each user's PC to the first log in. The file is available for download at:
<https://clients.amazonworkspaces.com/>;
 - v. The contractor shall update or modify all software and technology systems to ensure compatibility with Department resources as needed, 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. Identification of each user and completed Computer use



**New Hampshire Department of Health and Human Services Contract for:
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Exhibit A

Agreements shall be received by the State a minimum of two weeks prior to system use;

5. Program Management

1. Following 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 available and selected Health Plan; and
- ii. Transferring complicated cases to Client Services; and
- iii. Referring misdirected calls.

6. Performance Measures:

A. Excellent Customer Service.

To be documented by the following performance measures;

1. Accessibility:

- i. Blockage Rate – Defined as the weekly percentage of total calls that receive a busy signal. Calls going directly to voicemail are not considered 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. Efficiency in Meeting Customer's Needs. As documented by the following performance measures:

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

- 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;
- C. 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
 - ii. 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
Quality Information – Resolution	Minimum Goal
Call Resolution Rate (Percentage)	90%

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**New Hampshire Department of Health and Human Services Contract for:
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Exhibit A

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%

7. Contract Deliverables and Reports:

- A. Within 7 days of the approval of Amendment #7, 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, outreach and education for all elements of Exhibit A, which shall include but not be limited to all necessary program and system testing;
- B. Within 5 days of the approval of the contract, the contractor shall provide their staff with training as developed by the Department;
- C. Within 5 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 5 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 AWS Environment. The plan shall be approved by the Department;

8. Program Reporting

**New Hampshire Department of Health and Human Services Contract for:
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Exhibit A

A. The contractor shall provide weekly and monthly reports detailing the status of the performance measures described in Section 6, above. This shall include but not be limited to:

1. Quantitative data on the weekly measures; 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 contractor shall provide weekly reports that detail by hour the status of all items contained in Section 1, Item C, Section 2, Item A, #5 and Section 6, in a format agreeable to the Department. The contractor shall report in the same manner on the following metrics:

1. Calls answered;
2. Calls abandoned;
3. Average wait time; and
4. Maximum wait time; and
5. 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-

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

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
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



**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

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.

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 takes 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



**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

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 State; and

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, materials, 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.

E. Remote Access

1. Contractor shall stand up the call center, utilizing its work-from-home model or from one of Contractor's business offices and will work with the State to facilitate the connection to the State or Department systems and NH State network via Department approved secure encrypted connection such as Contractor's AWS environment. It is understood the Contractor will provide its workforce with appropriate equipment to support this Agreement in compliance the Department's Information Security Requirements Exhibit.

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**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

2. The System shall provide for relay service as necessary to facilitate communication.

10. Staffing

A. Staffing levels may be amended in response to changes in volume of work that impact the Contractor's ability to meet performance standards, pursuant to written approval by the State.

B. The Contractor and the State shall evaluate staff productivity, average call length, and forecasted work volume in determining amendments to staffing levels. Any position supporting amended staff levels pursuant to written approval of the State shall be reimbursed in a manner that is consistent with policies for current staff holding the same or similar positions.

C. The parties shall mutually agree in writing to any changes to staffing levels. The State shall provide the Contractor a minimum of twenty (20) calendar days' notice for any requested increase in staffing levels, and a minimum of ten (10) calendar days' notice for a requested decrease in staffing levels.

D. On short notice, Contractor agrees to ramp up or down to meet forecasted needs, including meeting needs for temporary changes in staffing levels, such as for accommodating call surges for two weeks at the rollout of a new vaccination phase.

11. Reference and Background Checks

A. The Contractor shall conduct criminal background checks, at its own expense, and not utilize any staff, including Subcontractors, to fulfill the obligations of the Contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's information among the Contractor's employees and agents. Contractor workforce shall not be



**New Hampshire Department of Health and Human Services Contract for:
Temporary Call Center**

Exhibit A

permitted to handle, access, view, store or discuss NH DHHS Confidential Data until an attestation is received by the Contractor that all Contractor workforce associated with fulfilling the obligations of this Contract are, based on NH DHHS provided criteria herein and their job responsibility requirements, eligible to participate in work associated with this Contract. Contractor agrees it will initiate a criminal background check re- investigation of all workforce assigned to this Contract every five years. The five year period will be based on the date of the last Criminal Background Check conducted by the Contractor or its Agent.

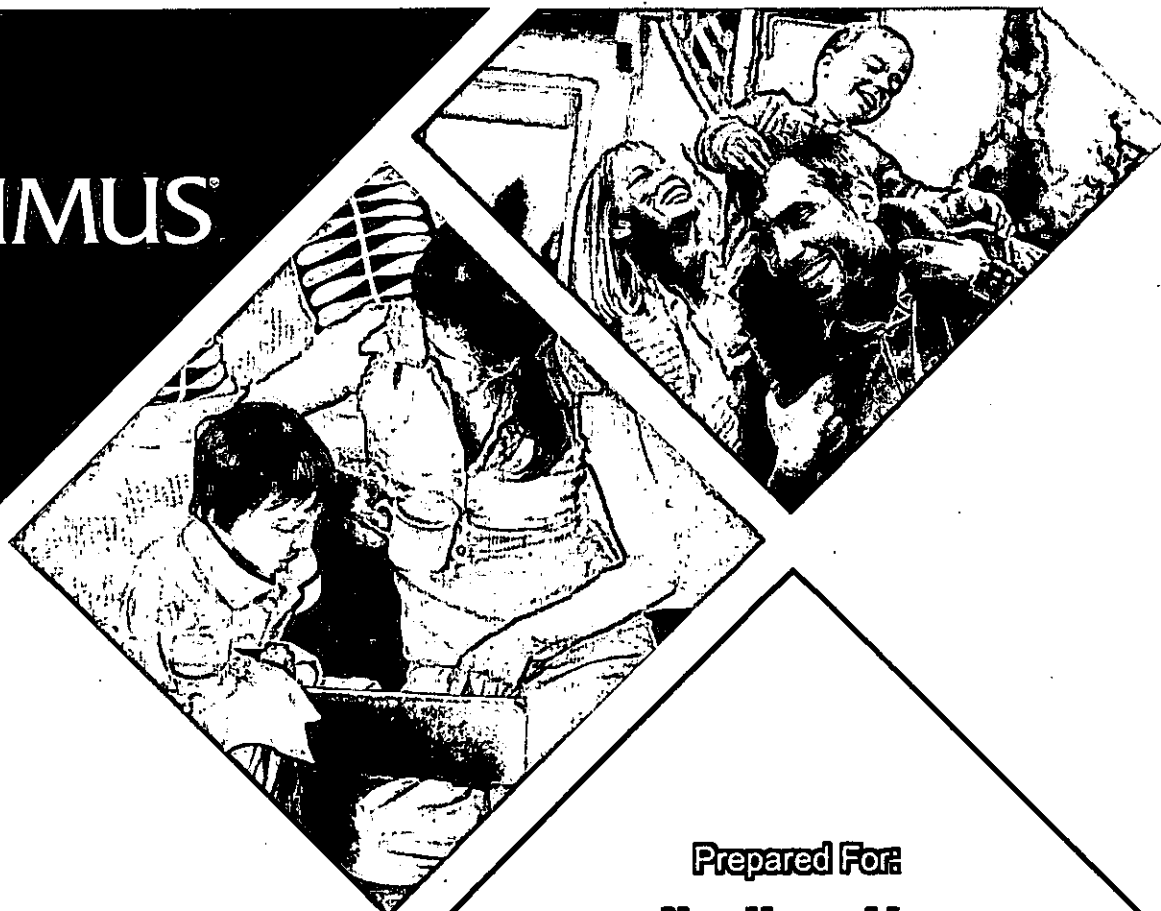
B. The State may, at its sole expense, conduct reference and background screening of the Contractor Project Manager and the Contractor Key Project Staff. The State shall maintain the Confidentiality of background screening results in accordance with Part 2 - Information Technology Provisions, Section 11: Use of State's Information, and Confidentiality.

12. Information Security Documents

A. The Contractor shall provide the following information security documents within sixty (60) days of the effective date of this Exhibit A:

1. Information Security Plan (ISP)
2. Systems Security Plan (SSP) (plan shall include security requirements of the system and describe the controls in place, or planned, for meeting those requirements. The system security plan also delineates responsibilities and expected behavior of all individuals who access the system)
3. Disaster Recovery Plan (DSR)
4. Business Continuity of Operations Plan (COOP)
5. Information Security Risk Assessment (SRA)
6. Security Authorization Package

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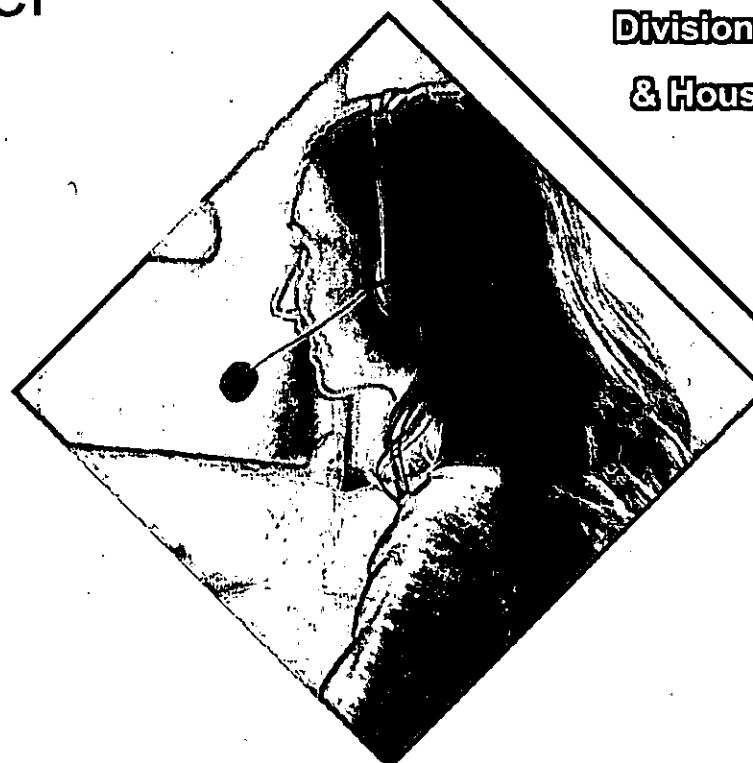


Proposal to Provide

CallCenter Support

May 7, 2021

Prepared For:
New Hampshire
Division of Economic
& Housing Stability



1. Cover Letter

May 7, 2021

Christine Santaniello, Director
Division of Economic & Housing Stability
45 South Fruit Street
Concord, New Hampshire 03301-4857

RE: Call Center Support

Dear Ms. Santaniello,

Maximus US Services, Inc., hereafter known as Maximus, is pleased to submit our proposal to partner with New Hampshire Division of Economic & Housing Stability (NH DEHS).

We plan to bring tenured project management, skilled resources who can be swiftly deployed and committed leadership to support open, transparent communication, key to managing through critical situations, coupled with a telephony platform—already in place, and scalable to fit new and changing needs.

Not only are we a strong company with a national presence, we have three existing Contracts with New Hampshire. For this proposal, we will be using remote staff in work-from-home settings, in accordance with the objectives of the Center for Disease Control (CDC) and safer-at-home guidance. All staff will be required to sign the Maximus corporate Work-From-Home Attestation to ensure that all data is maintained in a safe and secure manner, and that the work environment is conducive to the effort (e.g., quiet, no through traffic, etc). We continuously monitor for productivity and routinely check in with our teams to maintain our corporate inclusivity and ensure that we are supporting each person individually and collectively, as a team.

Maximus includes the following assumptions:

- A. The parties will mutually agree upon acceptable final contract terms and conditions that will mirror the terms and conditions in other NH Contracts. Maximus requests the opportunity to negotiate a mutually agreeable limitation of liability for any resulting contract.
- B. Maximus and NH DEHS acknowledge that temporary changes to any resulting contract may be required. The parties agree that any temporary Contract modification will be agreed in writing within a reasonable time. Any changes to the resulting Contract are subject to mutual agreement on schedule, scope, deliverables, resources, cost, and any other impacts to both parties.
- C. Price Schedule as defined in Section 2.
- D. The parties shall mutually agree to any changes to staffing levels. NH DEHS shall provide Maximus a minimum of ten (10) calendar days' notice for any requested decrease in staffing levels, and a minimum of twenty (20) calendar days' notice, or as otherwise mutually agreed upon by the parties, for a requested increase in staffing levels from the previous month.

- E. Maximus assumes that it will not be subject to service level agreements (SLAs), liquidated damages or adverse action by NH Department Health and Human Services (DHHS) or SLAs that include delays, interruptions, or fault attributable to (i) events of force majeure; (ii) delays or interruptions caused by NH DHHS, its employees, agents, vendors, or other contractors; (iii) planned outages or downtime for maintenance, repairs, upgrades, and similar circumstances; or (iv) circumstances outside of Maximus' reasonable control.
- F. Maximus access to state systems will be via a mutually agreed upon secure process. Our approach to the bid is to leverage our existing infrastructure and reporting capabilities, our resources, and our staffing partners as needed to create a dynamic workforce ready to serve the needs of the citizens of New Hampshire.
- G. Maximus assumes the following NH DHHS responsibilities with regard to this proposed Contract:
- Notify Maximus, in a timely manner, of all pertinent changes in State policy, procedures, program, or operational systems that affect or depend upon Maximus operations or activities.
 - Provide to Maximus, in a timely manner, any information regarding State or federal regulations, policies or statutes, or changes thereof, that are relevant to Maximus performance.
 - Provide to Maximus any other information that NH DEHS deems relevant in order to fulfill the duties required by this Contract.
 - Reimburse Maximus on a monthly basis in accordance with procedures defined in the Contract, upon receipt of a properly completed invoice.
 - Provide technical assistance in resolving problems associated with access to required systems.
 - Provide Maximus with information and otherwise assist Maximus in responding to complex inquiries from callers regarding NH DEHS policies.
 - Provide Maximus with training and access to NH DHHS systems prior to the August 1st startdate. Maximus is responsible for coordinating all training related to these systems.

I am authorized to represent Maximus in the submission of this proposal. We look forward to your response to our proposal and the opportunity to discuss our approach.

Sincerely,



Kaila Iglehart
Senior Contracts, Manager
Maximus, Inc.

2. Price Schedule

Set forth below please find a description of services, assumptions, and costs provided no issues with telephony and other connections.

1. Set up and Implementation (including Training costs): **\$256,819**
2. Monthly fees (August 1, 2021 – February 28, 2022) based on:
 - a. 30 CSRs per Day: **\$251,245**
 - b. 40 CSRs per Day: **\$329,545**
 - c. 50 CSRs per Day: **\$407,845**

New Hampshire Department of Health and Human Services
Temporary Call Center



Exhibit B – Amendment #7

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of Form P-37 for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. Payment for said services shall be made monthly as follows:
 - 2.2 Set up and Implementation (including Training costs): \$256,819
 - 2.3 Monthly fees based on 30 CSRs per Day: \$251,245 beginning once the Contractor's call center is fully operational, defined as answering live telephone calls related to all aspects of the Exhibit A Scope of Work, Amendment 7 and ending on the Completion Date, block 1.7 of Form P-37, unless terminated by the State with notice in writing to the Contractor in accordance with Exhibit A, Section 1.H.
 - 2.4 The Parties agree that the rates outlined in Section 2 shall be full and complete compensation to the Contractor for its ongoing call center operation and services. The Contractor shall submit invoices monthly in arrears in an amount prorated daily according to the number of Contractor agents required to perform services during the invoice period.
3. The Contractor shall submit monthly invoices as per Exhibit B Sections 2 and 3 et seq. by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 3.2 Invoices must be signed by an authorized representative of the Contractor.
 - 3.3 In lieu of hard copies, all Invoices may be assigned an electronic signature and emailed to: bfainvoices@dhhs.nh.gov, or invoices may be mailed to:
Financial Administrator
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
 - 3.4 Payments may be withheld pending receipt of required reports as defined in Exhibit A and Exhibit A-2.
 - 3.5 A final payment request shall be submitted to the Department no later than sixty (60) days after the Contract ends. Failure to submit the invoice by this date could result in non-payment.
4. 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.

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



I. Definitions

A. The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g. contractor's employee, business associate, subcontractor, other downstream user) that receives Data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement; loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure,

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



modification or destruction. The term "Incident" includes the term "computer security incident" as defined herein. "Computer Security Incident" shall mean "Computer Security Incident" as described in Section 2.1 of NIST Publication 800-61 Rev. 2 (or later), Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted Confidential Data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
13. "Virtual Private Network" (VPN) means network technology that creates a secure private connection between the device and endpoint; hiding IP address and encrypting all data in transit.

II. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain, or transmit Data except as required or permitted as outlined under this Agreement or as required by law.
2. The Contractor must not disclose any DHHS Data in response to a request for disclosure on the basis that it is required by law, in response to a subpoena,

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. The Contractor agrees that DHHS Data or Derivative Data therefrom disclosed to an End User must only be used pursuant to the terms of this Contract.
4. Upon the request of DHHS, the Contractor agrees to provide to the authorized representative of the State of New Hampshire physical and logical process procedures, systems documents, and logs for the purpose of inspecting to confirm compliance with the terms of this Contract.
5. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

III. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If Contractor is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. Contractor may use encrypted computer disks or encrypted portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data with written exception from DHHS Information Security.
3. Encrypted Email. Contractor may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If Contractor is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure (SSL encrypts data transmitted via a Web site).
5. File Hosting Services, also known as File Sharing Sites. Contractor may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit DHHS Data, without written exception from DHHS Information Security.
6. Ground Mail Service. Contractor may only transmit Confidential Data via certified ground mail or other delivery service with document/parcel tracking and receipt-signature systems, such as UPS or FedEx, within the continental U.S. and when sent to a named individual.
7. Laptops and Mobile Devices: If Contractor is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. Contractor may not transmit Confidential Data via an open wireless network. Contractor must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



9. Remote User Communication. If Contractor is employing remote communication to access or transmit Confidential Data, a secure method of transmission or remote access, which complies with the terms and conditions of this Information Security Requirements Exhibit, must be used, such as a virtual private network (VPN).
10. SSH File Transfer Protocol (SFTP). If Contractor is employing an SFTP to transmit Confidential Data, Contractor will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Transport Layer Security Protocol (TLS). Contractor shall ensure that the connection is encrypted at rest and in transmission as well as configure the connection to meet State of New Hampshire DoIT standards.
12. Wireless Devices. If Contractor is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

IV. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the Contractor must:

A. Retention

1. The Contractor agrees it shall only store, transmit or process data collected in connection with the services rendered under this Agreement within the boundaries of the United States and it will not outsource functions, including but not limited to IT support or administrative services, relating to the State of New Hampshire or NH DHHS offshore or outside the boundaries of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data, video conferencing and Disaster Recovery locations.
2. The contractor agrees Confidential Data will not be stored on personal devices.
3. The Contractor shall provide its staff a secure environment via Amazon WorkSpaces Desktop as a Service (DAAS) for remote staff to use corporate devices, as may be necessary, to access all systems for processing. It is agreed the Amazon WorkSpaces DaaS shall be a containerized virtual private cloud with secure ingress and egress using 256-bit encryption. Configuration of the Amazon WorkSpaces DaaS shall prevent data from leaving the environment.

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New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



Further, staff shall only access business applications/data (e.g. company email, state applications, confidential data, etc.) from within the AWS DaaS environment. The secure environment shall provide for monitoring/logging, and scanning of the operating system image. Within the AWS environment the Contractor shall use the Sentinel One or comparable software for malware protection for active and on-demand monitoring for threats as well as monitoring data moving through the environment – looking for PII and PHI to prevent data breaches.

4. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor agrees to provide security awareness and education for its Contractors in support of protecting Department confidential information.
6. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified herein.
7. The Contractor agrees Data stored in a Cloud must be in a FedRAMP, HITECH, or government compliant cloud environment, appropriate for the type of data stored and/or processed or transmitted, and comply with all applicable statutes and regulations regarding the privacy and security, including all requirements contained within this Exhibit. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection. All Contractor or End User controlled servers and devices must follow the hardening standards as outline in NIST 800-123 (<https://nvlpubs.nist.gov/nistpubs/legacy/sp/nistspecialpublication800-123.pdf>).
8. The Contractor agrees to and ensures its complete cooperation with the New Hampshire Department of Technology's Chief Information Security Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or Agreement termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.

2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

V. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected; processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its Contractors in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and

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DHHS Information Security Requirements



- authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
 9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Department's discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
 10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
 11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.
 12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
 13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Security Officer of any security incident or breach immediately, at the email addresses provided in this Exhibit. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Agreement to only those authorized Contractors who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
 - a. Comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Agreement from loss, theft or inadvertent disclosure.
 - b. Safeguard this information at all times.
 - c. Ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
 - d. Send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
 - e. Limit disclosure of the Confidential Information to the extent permitted by law.
 - f. Confidential Information received under this Agreement and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
 - g. Only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
 - h. In all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
 - i. Understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



indirectly through a third party application.

17. Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

VI. LOSS REPORTING

- A. The Contractor must notify DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.
 1. Parties acknowledge and agree that unless notice to the contrary is provided by Department in its sole discretion to Contractor, this Section V.1 constitutes notice by Contractor to Department of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to Department shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of PHI.
- B. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures. Per the terms of this Exhibit the Contractors and End User's security incident and breach response procedures must also address how the Contractor will:
 1. Identify incidents;
 2. Determine if Confidential Data is involved in incidents;
 3. Report suspected or confirmed incidents to the Department as required in this Exhibit. The Department will provide the Contractor with a NH DHHS Security Contractor Incident Risk Assessment Report for completion.
 4. Within 24-hrs of initial notification to the Department, complete the NH DHHS Security Contractor Incident Risk Assessment Report and email it to the Department's Information Security Office at the email address provided herein;
 5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include the Department in the incident response calls throughout the incident response investigation;
 6. Identify incident/breach notification method and timing;

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to the Department's Information Security Office at the email address provided herein;
 8. Address and report incidents and/or Breaches that implicate personal information (PI) to the Department in accordance with NH RSA 359-C:20 and this Agreement;
 9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.
- C. All legal notifications required as a result of a breach of information, or potential breach, collected pursuant to this Agreement shall be coordinated with the State. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VII. TERMINATION

- A. Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Contractor to deliver to the State any property specifically created or collected for the State, including without limitation, Software, Data and Written Deliverables, for such part of the Agreement as has been terminated.

VIII. PERSONS TO CONTACT

- A. DHHS contact program and policy: DHHS-Contracts@dhhs.nh.gov
(In subject line insert 12-DHHS-CM-02-A07)
- B. DHHS Security Officer: For information security, privacy or data issue
DHHSInformationSecurityOffice@dhhs.nh.gov

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State of New Hampshire

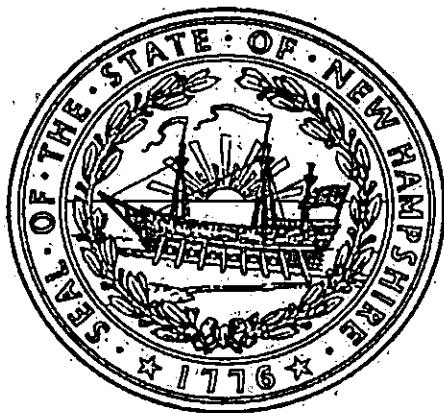
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that MAXIMUS US SERVICES, INC. is a Indiana Profit Corporation registered to transact business in New Hampshire on January 23, 2009. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 607628

Certificate Number: 0005369657



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of May A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, David Francis, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Maximus US Services, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 19, 2012, at which a quorum of the Directors/shareholders were present and voting.

(Date)

VOTED: That Jennifer Grunewald, Sr. Manager Contracts (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Maximus US Services, Inc. _____ to enter into contracts or agreements with the State

(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: July 28, 2021



Signature of Elected Officer
Name: David Francis
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)
05/27/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services, Inc. of Washington, D.C. Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext.): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURED Maximus US Services, Inc. 1891 Metro Center Drive Reston VA 20190 USA	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Ins Co	
	INSURER B: American Zurich Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570057536671** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			GL0509621806	05/01/2021	05/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$2,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB DED RETENTION						EACH OCCURRENCE AGGREGATE
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC509621606 Deductible \$350,000 WC509621706 Wisconsin	05/01/2021	05/01/2022	☒ PER STATUTE E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: The New Hampshire Temporary Enrollment Call Center - DOLT No. 2012-158

CERTIFICATE HOLDER

CANCELLATION

State of NH Department of Health and Human Services 129 Pleasant Street Concord NH 03301-3857 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Inc. of Washington D.C.</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shilbinette
Commissioner

Christine L. Santaniello
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 15, 2021

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing contract with Maximus US Services, Inc. (formerly known as Maximus Health Services, Inc.) (VC#175787-R001), Reston, VA, for outbound call management and reporting services, by extending the completion date from June 30, 2021 to June 30, 2022 effective upon Governor and Council approval with no change to the price limitation of \$1,789,679. 50% Federal Funds. 50% General Funds.

The original contract was approved by Governor and Council on April 23, 2014, Late Item #A. It was subsequently amended with Governor and Council approval on June 24, 2015, item #10, March 22, 2017, item #15, January 9, 2019, item #7, May 1, 2019, item #15, and most recently amended with Governor and Council approval on March 25, 2020, item #9A.

Funds are anticipated to be available in the following accounts for State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See fiscal detail sheet.

EXPLANATION

The purpose of this request is to continue the contract for call center services through June 30, 2022 to prepare for an anticipated increase of calls due to the end of the additional benefits received for beneficiaries as a result of the COVID-19 pandemic. The Contractor currently provides call center assistance to callers with inquiries regarding New Hampshire's Medicaid programs including Eligibility, Enrollment Options such as fee for services, Medicaid Care Management, Health Insurance Premium Payment and Federally Facilitated Marketplace. Due to the end of many of the additional benefits individuals and families are currently receiving related to the COVID-19 pandemic, the Department anticipates that the call center volume will increase during State Fiscal Year 2022. Consequently, the Department determined an appropriate and prudent plan would be to extend the current contract to have a mechanism in place to quickly amend to meet the additional demands, if needed. Department staff currently staff the call center. With a potential increase of calls and an increase of applications to be processed by the Department, we are actively planning on how to meet the anticipated needs during this time. Extending this contract will aide in this planning. In State Fiscal Year 2022, the Department will reassess whether there will be an ongoing long-term need beyond June 30, 2022 for contracted

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

call center services. If an ongoing need is identified, the Department will competitively reprocure for the service.

The Contractor provides supports and services for New Hampshire Medicaid clientele as needed with and general inquiries regarding New Hampshire Medicaid programs. All beneficiaries of Medicaid Services can access the services. Typically there are approximately 180,000 beneficiaries who receive Medicaid benefits; with the pandemic, there are approximately 218,405 beneficiaries enrolled. Each beneficiary could rely on the contracted services, either directly or indirectly in State Fiscal Year 2022.

The Department will monitor contracted services using the following 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
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%

Should the Governor and Council not authorize this request, the Department will not have the ability to respond to the inquiries residents have regarding their benefits.

Area served: Statewide

Respectfully submitted,



Lori A. Shibinette
Commissioner

**DEPARTMENT OF HEALTH AND HUMAN SERVICES
FISCAL DETAILS SHEET**

**05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS
TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES – DFA FIELD
50% Federal Funds, 50% General Funds**

Maximus Health Services, Inc.

175787-R001

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2015	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2016	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2017	102-500731	Contracts for Program Services	TBD	\$250,000	\$0	\$250,000
2018	102-500731	Contracts for Program Services	TBD	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Program Services	TBD	\$150,000	\$0	\$150,000
2020	102-500731	Contracts for Program Services	TBD	\$200,000	\$0	\$200,000
2021	102-500731	Contracts for Program Services	TBD	\$200,000	\$0	\$200,000
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$1,700,000	\$0	\$1,700,000

**05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS:
MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY, GRANITE ADVANTAGE HEALTH
PROGRAM TRUST FUND**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2015	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2016	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2017	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2018	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2019	102-500731	Contracts for Program Services	TBD	\$79,224	\$0	\$79,224
2020	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$79,224	\$0	\$79,224

**05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Amount	Increase (Decrease)	Revised Amount
2014	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2015	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2016	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2017	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2018	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2019	102-500731	Contracts for Program Services	TBD	\$10,455	\$0	\$10,455
2020	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2021	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
2022	102-500731	Contracts for Program Services	TBD	\$0	\$0	\$0
		Sub Total		\$10,455	\$0	\$10,455

Overall Total	\$1,789,679	\$0	\$1,789,679
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**State of New Hampshire
Department of Health and Human Services
Amendment #6**

This Amendment to the Temporary Call Center contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Maximus US Services, Inc. (formerly known as Maximus Health Services, Inc.) ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on April 23, 2014, (Late Item #A), as amended on June 24, 2015, (Item #10), March 22, 2017, (Item #15) January 9, 2019 (Item #7), May 1, 2019 (Item #15), and March 25, 2020 (Item #9A), 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, pursuant to Form P-37, General Provisions, Paragraph 18, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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 to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
June 30, 2022
2. Form P-37 General Provisions, Block 1.3, Completion Date, to read:
Maximus US Services, Inc.

All terms and conditions of the Contract and prior amendments not modified by this Amendment #6 remain in full force and effect. 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

6/10/2021

Date

DocuSigned by:
Christine Santaniello

Name: Christine Santaniello
Title: Director

Maximus US Services, Inc.

6/10/2021

Date

DocuSigned by:
Loretta Charles

Name: Loretta Charles
Title: Counsel

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

OFFICE OF THE ATTORNEY GENERAL

6/10/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

Lori A. Shibanette
 Commissioner

Christine L. Santaniello
 Director

129 PLEASANT STREET, CONCORD, NH 03301
 603-271-9474 1-800-852-3345 Ext. 9474
 Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 10, 2020

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend an existing Sole Source agreement with Maximus Health Services, Inc. (VC#175787-R001), Reston, VA, for outbound call management and reporting services, by exercising a contract renewal option by increasing the price limitation by \$250,000 from \$1,539,679 to \$1,789,679.00 and extending the completion date from March 31, 2020 to June 30, 2021, effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 23, 2014, (Late Item #A) 50% Federal Funds. 50% General Funds.

Funds are available in the following accounts for State Fiscal Years 2021 and 2022, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified:

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES - DFA FIELD SVCS

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2014	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2015	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2016	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2017	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2018	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
2020	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$50,000	\$200,000

His Excellency, Governor Christopher T. Sununu
 and the Honorable Council
 Page 2 of 3

2021	102-500731	Contracts for Prgm Svcs	45100120	\$0.00	\$200,000	\$200,000
			SubTotal:	\$1,450,000	\$250,000	\$1,700,000

05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	TBD	\$79,224	\$0	\$79,224
			SubTotal:	\$79,224	\$0	\$79,224

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	45030251	\$10,455	\$0	\$10,455
			SubTotal:	\$10,455	\$0	\$10,455
			Total:	\$1,539,679	\$250,000	\$1,789,679

EXPLANATION

This request is **Sole Source** because the vendor is the only vendor able to provide the necessary services. As previously stated, the original contract was approved by Governor and Council on April 23, 2014, Late Item #A. It was then subsequently amended with Governor and Council approval on June 24, 2015, Item #10; on March 22, 2017, Item #15; and on January 9, 2019, Item #7.

The purpose of this request is to continue the original ongoing services through June 30, 2021, to allow the Department sufficient time to re-procure the services through a formal Request for Proposal (RFP) process. This amendment will enable the Department to competitively bid this contract and allow sufficient time to transition this function to the selected provider. There are approximately 180,000 beneficiaries that have the potential to directly or indirectly use the services of this contract.

While all beneficiaries of Medicaid Services can access the service, There are approximately 180,000 beneficiaries that have the potential to directly or indirectly use the services of this contract.

The contractor will provide supports and services for New Hampshire Medicaid clientele as needed with Medicaid enrollment, choice counseling and general inquiries regarding New Hampshire Medicaid programs.

The vendor will provide call center assistance to callers with inquiries regarding New Hampshire's Medicaid programs including Eligibility, Enrollment Options such as fee for services,

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Medicaid Care Management, Health Insurance Premium Payment and Federally Facilitated Marketplace.

The Department will monitor contracted services using the following 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
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%

Should the Governor and Council not authorize this request, New Hampshire residents may not have access to information and education regarding the various components of the Medicaid programs offered.

Area served: Statewide

Source of Funds: 50% Federal Funding from the Federal Department of Health and Human Services, Center for Medicare and Medicaid Services CFDA#93.778 FAIN# 05NH5028 and 50% General Funds.

Respectfully submitted,


Lori A. Shibinette
Commissioner

15
mar



Jeffrey A. Meyers
Commissioner

Christine L. Santanillo
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF ECONOMIC & HOUSING STABILITY

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9474 1-800-852-3345 Ext. 9474
Fax: 603-271-4230 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

March 27, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Action #1) Authorize the Department of Health and Human Services, Division of Medicaid Services, to amend a sole source agreement with Maximus Health Services, Inc., (Vendor #175787-R001) of 1891 Metro Center Drive, Reston, VA, to extend the completion of the Granite Advantage Health Care Program outbound call management and reporting services for one (1) month, from June 30, 2019 to July 31, 2019, effective July 1, 2019 or upon date of Governor and Council approval, whichever is later. No additional funds will be added. 80% Federal Funds, 10% Other Funds.

Action #2) Authorize the Department of Health and Human Services, Division of Economic and Housing Stability, to amend a sole source agreement with Maximus Health Services, Inc., (Vendor #175787-R001) 1891 Metro Center Drive, Reston, VA, to extend the operation of a Temporary Enrollment and Eligibility Call Center supporting Medicaid enrollment inquiries by increasing funding by \$150,000 from \$1,289,679 to \$1,539,679 and extending the completion date from June 30, 2019 to March 31, 2020, to allow the Department sufficient time to conduct a new Request for Proposals (RFP) process to re-procure the services, effective July 1, 2019 or upon date of G&C approval, whichever is later. 50% Federal Funds, 50% General Funds.

The Governor and Executive Council approved the original Agreement on April 23, 2014 (Late Item #A) and amended on June 24, 2015 (Item #10); March 22, 2017 (Item #15); and January 9, 2019 (Item #7).

Funds are anticipated to be available in SFY 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation if needed and justified.

**05-95-45-451010-7983 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES - DFA
FIELD SVCS**

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2014	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2015	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2016	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2017	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2018	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
2020	102-500731	Contracts for Prgm Svcs	45100120	\$0	\$150,000	\$150,000
			SubTotal:	\$1,300,000	\$150,000	\$1,450,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 3

**05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF
HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY, GRANITE ADVANTAGE
HEALTH PROGRAM TRUST FUND**

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	TBD	\$79,224	\$0	\$79,224
			SubTotal:	\$79,224	\$0	\$79,224

**05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN
SVCS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT
SUPPORT**

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	45030251	\$10,455	\$0	\$10,455
			SubTotal:	\$10,455	\$0	\$10,455
			Total:	\$1,389,679	\$150,000	\$1,539,679

EXPLANATION

The purpose of this sole source amendment is to amend the existing Temporary Call Center contract to extend the four-phased, outbound calling campaign to educate Granite Advantage Health Care Program members on the requirements for and exemptions from community engagement and to advise Granite Workforce eligible candidates of support opportunities, for an additional month, to allow the contractor to complete the final reporting phase of the program. This phase was delayed due a move in the start date for community engagement. The first phase of calls was completed between February 26th and March 18th, 2019. During this period 31,213 member calls were made.

The second purpose of this sole source amendment is to amend the existing Temporary Call Center contract to extend the original, ongoing services through March 31, 2020, to allow the Department sufficient time to re-procure the services through a formal RFP process. This amendment will enable the Department to competitively bid this contract and allow sufficient time to transition this function to the selected provider. There are approximately 180,000 beneficiaries that have the potential to directly or indirectly use the services of this contract.

The New Hampshire Department of Information Technology has reviewed and acknowledged this amendment. The Department of Information Technology has confirmed their approval is not required to move forward in this amendment.

Should Governor and Executive Council not approve this request, New Hampshire residents may not have access to information and education regarding the various components of the Medicaid programs offered.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Area Served: Statewide

Source of Funds: 50% Federal Funding from the Federal Department of Health and Human Services, Center for Medicare and Medicaid Services and 50% General

In the event the Federal Funds become no longer available, Other Funds will not be requested to support this activity.

Respectfully submitted,



Jeffrey A. Meyers
Commissioner

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Jeffrey A. Meyers
Commissioner

Henry D. Upman
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF MEDICAID SERVICES

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

December 19, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Medicaid Services to amend a sole source agreement with MAXIMUS Health Services, Inc. (Vendor #175787-R001) 1891 Metro Center Drive, Reston, VA, for the operation of a Temporary Enrollment and Eligibility Call Center supporting Medicaid enrollment inquiries by expanding the scope of services to include Granite Advantage Health Care Program outbound call management and reporting, inclusive of calls in support of Granite Workforce members, for the period of January 1, 2019 through June 30, 2019 or effective upon Governor and Executive Council approval, and increasing the price limitation by \$89,679 from \$1,300,000 to \$1,389,679, with no change to the completion date of June 30, 2019.

The Governor and Executive Council approved the original Agreement on April 23, 2014 (Late Item #A) and subsequently amended on June 24, 2015 (Item #10) and March 22, 2017 (Item #15). The amended amount of \$79,224 is eligible for a 90% Federal match. The amended amount of \$10,455 specific to Granite Workforce is eligible for 100% Federal match. 53% Federal Funds, 46% General, 1% Other Funds

Funds to support this request are available in State Fiscal Year 2019.

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES - DFA FIELD SVCS

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2014	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2015	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2016	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2017	102-500731	Contracts for Prgm Svcs	45100120	\$250,000	\$0	\$250,000
2018	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
2019	102-500731	Contracts for Prgm Svcs	45100120	\$150,000	\$0	\$150,000
			SubTotal:	\$1,300,000	\$0	\$1,300,000

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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05-95-47-470010-2358 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS, DEPT OF HHS: MEDICAID & BUS POLICY OFC, OFF. OF MEDICAID & BUS. POLICY, GRANITE ADVANTAGE HEALTH PROGRAM TRUST FUND

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	TBD	\$0	\$79,224	\$79,224
			SubTotal:	\$0	\$79,224	\$79,224

05-95-045-450010-61270000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: TRANSITIONAL ASSISTANCE, DIV OF FAMILY ASSISTANCE, EMPLOYMENT SUPPORT

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2019	102-500731	Contracts for Prgm Svcs	45030251	\$0	\$10,455	\$10,455
			SubTotal:	\$0	\$10,455	\$10,455
			Total:	\$0	\$89,679	\$1,389,679

EXPLANATION

The purpose of this sole source amendment is to amend the existing Temporary Call Center contract to additionally support a 4-phased outbound calling campaign to educate Granite Advantage Health Care Program members on the requirements for community engagement and to advise Granite Workforce eligible candidates of support opportunities.

The talk minutes have increased by an anticipated 73,387 talk minutes at the current per minute rate of \$0.57. 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. This amendment will include a one-time lump sum payment for project implementation of \$47,848.

The New Hampshire Department of Information Technology has reviewed and acknowledged this amendment. The Department of Information Technology has confirmed their approval is not required to move forward in this amendment.

Should Governor and Executive Council not approve this request, New Hampshire residents may not have access to information and education regarding the various components of the Medicaid programs offered.

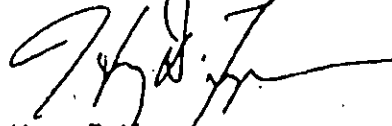
Area Served: Statewide

Source of Funds: 53% Federal Funds, 46% General, 1% Other Funds

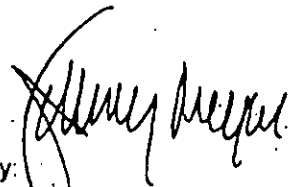
In the event the Federal Funds become no longer available, Other Funds will not be requested to support this activity.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

Respectfully submitted,



Henry D. Lipman
Director



Approved by:

Jeffrey A. Meyers
Commissioner

*The Department of Health and Human Services' Mission is to join communities and families
in providing opportunities for citizens to achieve health and independence.*



Jeffrey A. Meyers
Commissioner

Carol E. Sideris
Director

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

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9404 1-800-852-3345 Ext. 9404
Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

January 26, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Client Services to exercise a renewal option to a sole source agreement with MAXIMUS Health Services, Inc. (Vendor #175787-R001) 1891 Metro Center Drive, Reston, VA for the operation of a Temporary Enrollment and Eligibility Call Center supporting Medicaid enrollment inquiries by increasing the price limitation by \$300,000 from \$1,000,000 to \$1,300,000 and extending the contract completion date from June 30, 2017 to June 30, 2019, effective July 1, 2017 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreement on April 23, 2014 (late item #A) and a subsequent amendment on June 24, 2015 (item #10). 50% Federal Funds, 50% General Funds.

Funds to support this request are available in State Fiscal Year 2017 and anticipated to be available in State Fiscal Year 2018 and 2019, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years if needed and justified without further approval from the Governor and Executive Council.

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES - DFA
FIELD SVCS

Fiscal Year	Class	Class Title	Activity Code	Current Budget	Increase	Modified Budget
2014	102-500731	Contracts for Prgm Svcs	45100120	\$250,000		
2015	102-500731	Contracts for Prgm Svcs	45100120	\$250,000		
2016	102-500731	Contracts for Prgm Svcs	45100120	\$250,000		
2017	102-500731	Contracts for Prgm Svcs	45100120	\$250,000		
2018	102-500731	Contracts for Prgm Svcs	45100120		\$150,000	\$150,000
2019	102-500731	Contracts for Prgm Svcs	45100120		\$150,000	\$150,000
			Total:	\$1,000,000	\$300,000	\$1,300,000

His Excellency: Governor Christopher T. Sununu
and the Honorable Council
Page 2 of 2

EXPLANATION

The purpose of this sole source amendment is to support the enrollment process, provide choice counseling, and assist callers with inquiries regarding New Hampshire's Medicaid programs

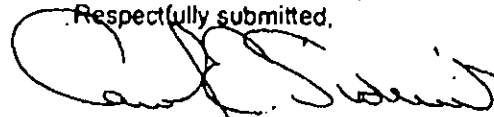
This agreement is based on a cost per minute rate of \$0.57, where the vendor will only bill for time spent on live calls handled by the Call Center. By contracting for a cost per minute rate, the Department is at less risk than agreeing to a fixed price contract which would expose the Department to financial loss if the Call Center was underutilized. Currently, the Contractor has billed for below the price limitation. Therefore, the funding per fiscal year has been reduced by \$100,000.

Should Governor and Executive Council not approve this request, New Hampshire residents may not have access to information and education regarding the various components of the Medicaid programs offered.

Area Served: Statewide

Source of Funds: 50% Federal, 50% General Funds, Other Funds.

Respectfully submitted,



Carol E. Sideris
Director



Approved by:

Jeffrey A. Meyers
Commissioner



Nicholas A. Toumpas
Commissioner

Mary Ann Cooney
Associate
Commissioner

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

DIVISION OF CLIENT SERVICES
Central Processing Unit

105 PLEASANT STREET, CONCORD, NH 03301
603-271-9700 1-800-852-3345 Ext. 9700
Fax: 603-271-4230 TDD Access: 1-800-733-2964 www.dhhs.nh.gov

May 8, 2015

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services to exercise a renewal option to a sole source agreement with MAXIMUS Health Services, Inc., 1891 Metro Center Drive, Reston, VA (Vendor #175787-R001) for the operation of a Temporary Enrollment and Eligibility Call Center supporting Medicaid enrollment inquiries and processing applications under the New Hampshire Health Protection Act by increasing the price limitation by \$500,000 from \$500,000 to \$1,000,000 and extending the contract completion date from June 30, 2015 to June 30, 2017, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Services beyond December 31, 2016 are contingent upon program reauthorization. Governor and Executive Council approved the original agreement on April 23, 2014 (late item #A). 50% Federal Funds and 50% General Funds.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2016 and State Fiscal Year 2017, upon the availability and continued appropriation of funds in the future operating budgets, with the authority to adjust encumbrances between state fiscal years if needed and justified without further approval from the Governor and Executive Council.

05-95-45-451010-7993 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS,
HHS TRANSITIONAL ASSISTANCE, DIVISION OF CLIENT SERVICES, CLIENT SERVICES - DFA
FIELD SVCS

SFY	Class/Account	Class Title	Activity Code	Budget
2016	102-500731	Contracts for Program Services	45100120	\$250,000
2017	102-500731	Contracts for Program Services	45100120	\$250,000
			Total:	\$500,000

EXPLANATION

The purpose of this Request is to exercise a renewal option to a sole source agreement to support the enrollment process, provide choice counseling, and assist callers with inquiries regarding New Hampshire's Medicaid programs including but not limited to: Eligibility, Enrollment Options including Fee for Service, Medicaid Care Management (MCM), the New Hampshire Health Protection Program (the NH mandatory HIPPA Program and the voluntary Bridge to Marketplace and Premium Assistance Program), and the Federally Facilitated Marketplace (FFM) specific programs under the New Hampshire Health Protection Act.

The Department is satisfied with the services provided by MAXIMUS Health Services, Inc. The original contract approved by Governor and Executive Council on April 23, 2014 (late item #A) includes renewal language which is located on page 17, Exhibit A.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
Page 2 of 2

This Contractor provides New Hampshire residents with information and education about the various components of the New Hampshire Health Protection Program, such as the mandatory Health Insurance Premium Payment (HIPP), the Voluntary Bridge to the Marketplace, and the Premium Assistance Payment program. Each eligible client not qualifying for HIPP or if employer based insurance is deemed not cost effective, will need to enroll in one of the three Alternative Benefit Plans offered under NH Medicaid Care Management.

This contract is based on a cost per minute rate of \$0.57, where the vendor will only bill for time spent on live calls handled by the Call Center. 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 the Governor and Executive Council not approve this contract, New Hampshire residents may not have access to information and education regarding the various components of the New Hampshire Health Protection Program.

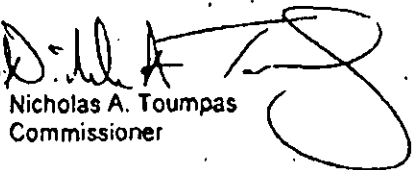
Area Served: Statewide

Source of Funds: 50% Federal, 50% General Funds

Respectfully submitted,


Mary Ann Cooney
Associate Commissioner

Approved by


Nicholas A. Toumpas
Commissioner



Denis Goulet
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

June 9, 2015

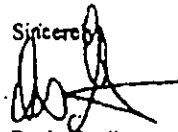
Nicholas Toumpas, Commissioner
State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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. 2015-174A.

The purpose of this contract amendment between the New Hampshire Department of Health and Human Services (DHHS) and Maximus is to extend the provision of call center services for 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 from June 30, 2017, and increase the funding from \$500,000 to \$1,000,000.

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

Sincerely,

Denis Goulet
Commissioner

DG/tn
2015-174A

cc: Eric Borin, DHHS
Leslie Mason, DoIT



Nicholas A. Tompkins
Commissioner

Mary Ann Cooney
Associate Commissioner

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

April 21, 2014

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

G&C Approved

Date: 4-23-14
Item # Late Item A

REQUESTED ACTION

Authorize the New Hampshire Department of Health and Human Services, Office of Human Services to enter into a sole source agreement with MAXIMUS Health Services, Inc., 1891 Metro Center Drive, Reston, VA (Vendor# 175787-R001) for the operation of a Temporary Enrollment and Eligibility Call Center supporting Medicaid enrollment inquiries and processing applications under the New Hampshire Health Protection Act in an amount not to exceed \$500,000 effective date of Governor and Executive Council approval, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and 2015, with authority to adjust amounts between the state fiscal years, within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council:

05-00095-047-470010-7848 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
2014	102-500731	Contracts for Program Services	47000900	\$250,000
2015	102-500731	Contracts for Program Services	47000900	\$250,000
			Total	\$500,000

EXPLANATION

The purpose of this Request is to enter into a sole source agreement with the Contractor to support the enrollment process, provide choice counseling, and assist callers with inquiries regarding

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

Page 2 of 3

New Hampshire's Medicaid programs including but not limited to: Eligibility, Enrollment Options including Fee for Service, Medicaid Care Management (MCM), the New Hampshire Health Protection Program (the NH mandatory HIPP Program and the voluntary Bridge to Marketplace and Premium Assistance Program), and the Federally Facilitated Marketplace (FFM)- specific programs under the New Hampshire Health Protection Act. Expansion of Medicaid eligibility is subject to the prior approval by the Centers for Medicare and Medicaid Services (CMS) of all state plan amendments and/or waivers required for the implementation of the expansion of Medicaid eligibility. This contract is subject to obtaining such approvals. Further, this contract is a sole source agreement due to the need for the Department to have this function in place and available to our clients at the start of the NH Health Protection Program.

It is estimated approximately 50,000 newly Medicaid eligible clients will apply for the Medicaid program. Eligible clients will need to receive information and education about the various components of the New Hampshire Health Protection Program, such as the mandatory Health Insurance Premium Payment (HIPP), the Voluntary Bridge to the Marketplace, and the Premium Assistance Payment program. Each eligible client not qualifying for HIPP or if employer based insurance is deemed not cost effective, will need to enroll in one of three Alternative Benefit Plans offered under NH Medicaid Care Management. 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 Medicaid application process.
- Provide information to clients about the enrollment process
- Provide information to clients about the Health Insurance Premium Payment program (HIPP), the Voluntary Bridge to the Marketplace program and the Premium Assistance Payment program.
- Provide support to clients not eligible for HIPP 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 is based on a cost per minute rate of \$0.57, where the vendor will only bill for time spent on live calls handled by the Call Center. 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 the Medicaid Expansion enrollment, will be delayed.

The Office of Human Services 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;

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

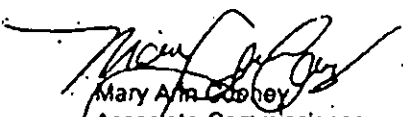
Page 3 of 3

- 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.

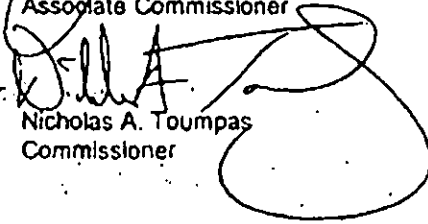
Source of Funds: 50% Federal Department of Health and Human Services, Center for Medicare and Medicaid Services; 50% General Funds.

Area Served: Statewide.

Respectfully submitted,


Mary Ann Cushey
Associate Commissioner

Approved By:


Nicholas A. Toumpas
Commissioner