

SEVENTH CONTRACT MODIFICATION

This Seventh Contract Modification (the “Seventh Modification”) is made as of the 7th day of February, 2020 (the “Effective Date”), by and between the Maryland Health Benefit Exchange (“MHBE”) and Maximus Health Service, Inc. (the “Contractor”), to modify the Contract for the MHBE Consolidated Service Center between the MHBE and the Contractor which was entered into on the 27th day of June 2017 (together with all exhibits, modifications and extensions thereto, the “Contract”). MHBE and the Contractor are each a “Party” and together are the “Parties”.

RECITALS

WHEREAS, the MHBE, pursuant to the Contract, engaged the Contractor to assist the MHBE in specific duties set forth in the Contract, including the Request for Proposal dated February 20, 2017 and

WHEREAS, the Contract originally permitted payment to the Contractor in accordance with the prices in RFP Attachment F – Price Proposal which was incorporated into the Contract as Exhibit F; and

WHEREAS, on December 15, 2017, MHBE and the Contractor entered into the First Modification to provide a price adjustment to the Contractor for the continuance of the BATPhone project during Open Enrollment 5, and

WHEREAS, on December 15, 2017, MHBE and the Contractor entered into a Second Modification to provide a price adjustment for the continuance of the IRN MA project; and

WHEREAS, on May 26, 2018, MHBE and the Contractor entered into a Third Modification to provide a price adjustment proposed by the Contractor under RFP 3.2.1.17 for the MDH Enrollment Broker Line; and

WHEREAS, on November 29, 2018, MHBE and the Contractor entered into a Fourth Modification to provide a price adjustment for the continuance of the “IRN MA Outreach”, for the continuance of the BATphone project during Open Enrollment 6, and for the purchase of extended hours of Producer Line Support services; and

WHEREAS, on July 27, 2019 MHBE and the Contractor entered into a Fifth Modification in which MHBE requested that Contractor assign staff to manually process Managed Care Organization (MCO) enrollments and wishes to compensate Contractor for this work; and

WHEREAS, on November 21, 2019 MHBE and the Contractor entered into a Sixth Modification in which MHBE purchased additional services and support for the Medicaid (MA) eligible customers’ enrollment processing errors due to incorrect IRN data the MHBE requires CSRs to receive the outreach tasks daily as escalated by MDH, and make outreach for each case;

WHEREAS, on November 21, 2019, the MHBE entered into a Sixth Modification in which MHBE requested Contractor to purchase extended hours of Producer Support Line services for Open Enrollment 7 (OE7). MHBE requests two CSRs to staff the Producer Support Line during the hours of 6:00 pm – 7:00 pm every Tuesday and Thursday during OE7, November 1, 2019 to December 15, 2019;

WHEREAS, on November 21, 2019, MHBE entered into a Sixth Modification in which MHBE requested Contractor to purchase additional services and support associated with the BATPhone service for Open Enrollment 7. The MHBE requires Broker connectivity to call center telephony system for the period from November 1, 2019 through December 31, 2019;

WHEREAS, the MHBE intends to pay for labor costs expended by [REDACTED] SP CSRs required for Maximus to support Medicaid (MA) escalation volumes that were not anticipated at the start of the contract established in 2017, MHBE agrees to reimburse Maximus for these efforts until a system enhancement is developed and implemented to significantly reduce or eliminate the conditions which require case escalations;

WHEREAS, the MHBE intends to pay for labor costs expended by Maximus to support manual MCO Tracker Tasks that were not anticipated at the start of the contract established in 2017, MHBE agrees to reimburse Maximus for these efforts until a system enhancement is developed and implemented to significantly reduce or eliminate the conditions which require this manual effort.

WHEREAS, the Contract is valid and existing by and between Maximus Health Services, Inc. and the Maryland Health Benefit Exchange;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. The Recitals are true and correct in all respects, form a substantive part of this Agreement and are incorporated herein by reference.
2. Pursuant to Sections 2.2, 2.3 and 27, of the Contract, Maximus shall provide the services set forth in the Change Order and Change Request Number CSC_11032018_01 attached hereto (“Attachments”) and incorporated herein by reference. If there is any conflict between the terms in this Modification and the Attachments, the terms in this Modification shall govern. The services set forth in the Attachments shall be provided at the rates set forth therein.
3. In the event that manual MCO Tracker tasks are no longer necessary Maximus shall cease providing the services set forth in the Attachments.
4. Except as modified herein, the Contract remains in full force and effect, and all of the terms and conditions of the Contract, as herein modified, are ratified and confirmed.

[Signatures next page(s)]



IN WITNESS THEREOF, the Parties have respectively signed this Fourth Modification as of the Effective Date set forth above.

MARYLAND HEALTH BENEFIT EXCHANGE: MAXIMUS HEALTH SERVICE INC.

BY: Michele Eberle
Signature
Michele Eberle
Michele Eberle
Executive Director

BY: Dyan H. Blomberg
Signature
Dyan H. Blomberg
Name (Type or Print)
Senior Contracts Director
Title (Type or Print)

2/7/2020
Date

February 6, 2020
Date

Approved as to form and legal sufficiency
this 6th day of February

BY: Jim Ah
Signature
Trevor Coe
Ass't Attorney General

ATTACHMENTS

[Change Order and Change Request Number CSC_11032018_01]