Health Services
LOS ANGELES COUNTY

January 8, 2015

Los Angeles County
Board of Supervisors

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Second District

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Director

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Chief Medical Officer

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Deputy Director, Strategy and Operations

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www.dhs.lacounty.gov

To ensure access to high-quality, patient-centered, cost-effective healthcare to Los Angeles County residents through direct services at DHS facilities and through collaboration with community and university partners

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TO: Supervisor Michael Antonovich, Mayor
Supervisor Hilda L. Solis
Supervisor Mark Ridley-Thomas
Supervisor Sheila Kuehl
Supervisor Don Knabe

FROM: Mitchell H. Katz, M.D.
Director

SUBJECT: NOTIFICATION OF DEPARTMENT OF HEALTH SERVICES' USE OF DELEGATED AUTHORITY TO EXTEND THE TERM OF TELEPHONE COMMUNICATION SUPPORT SERVICES AGREEMENT WITH ALERT COMMUNICATIONS, INC.

This is to advise the Board that the Department of Health Services (DHS), has exercised its delegated authority, approved on December 3, 2013 (attached), authorizing the Director of Health Services or his designee, to execute amendments to the Telephone Communication Support Services Agreement with Alert Communications, Inc. (Alert) to extend Agreement term on a month-to-month basis at the discretion of the County for up to six months, through June 30, 2015, subject to review and approval by County Counsel and notification to the Board and the Chief Executive Office.

The continuation of this Agreement is necessary to comply with obligations delegated to the DHS under the County's provider agreements with L.A. Care Health Plan and Health Net, i.e., to provide patients 24/7 for telephone access to a DHS Physician, and under state law, whereby a Managed Care patient's network (DHS in this case) must provide out-of-network hospitals with 24/7 centralized access to verify eligibility and to obtain authorization for the emergency admission of Managed Care beneficiaries assigned to the Department. Alert performs this function for DHS during the time periods where County does not have the manpower to provide call center services [after-hours (5pm-8am), weekends, and holidays].

During the extension period, DHS will secure a Purchase Order through the Internal Services Department (ISD) for services beyond June 30, 2015. This is now feasible as the call volume has continued to trend downward and the dollar value will be within the authority of ISD.

County Counsel has reviewed and approved the amendment as to form. If you have any questions or require additional information please let me know.

MHK:ls

Enclosures (1)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Health Services
LOS ANGELES COUNTY

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 December 3, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County Board of Supervisors

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December 03, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO AMEND AGREEMENT FOR TELEPHONE COMMUNICATION SUPPORT SERVICES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to amend Agreement for Telephone Communication Support Services with Alert Communications, Inc., to extend the term of the Agreement to meet the operational needs to serve Department of Health Services' patients.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize the Director of Health Services (Director), or his designee, to execute an Amendment to Agreement No. H-705454 with Alert Communications, Inc. (Alert), effective upon Board approval, to extend the Agreement term for the period January 1, 2014 through December 31, 2014, at an estimated cost of $159,900 for the one-year period, with an option to further extend the Agreement term up to six additional months on a month-to-month basis for the continued provision of 24-hour Telephone Communication Support Services (TCSS), and revise the terms of the Agreement to continue services to Healthy Way LA (HWLA) members following their transition into the Medi-Cal Managed Care Program, and offer those services to other managed care patients assigned to the Department of Health Services (DHS or Department).

2. Delegate authority to the Director or his designee, to execute future amendments to the Agreement to: i) exercise the option to extend the Agreement term on a month-to-month basis for up to six additional months; ii) make modifications to the scope of work that improve operational effectiveness and allow the DHS the flexibility to respond timely to changes presented by health care reform and offer Contractor's services to other DHS patients, subject to review and approval by County Counsel, and with notification to the Board and Chief Executive Office (CEO); and, iii) incorporate provisions consistent with County Code, Board policy, and CEO contracting requirements.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the first recommendation will enable the Director to execute an Amendment, substantially similar to Exhibit I, to extend the term of the Alert Agreement. The Agreement is slated to expire on December 31, 2013. When DHS requested Board approval of the current Alert Agreement, the Board letter did not specifically identify that TCSS were to be provided for persons other than HWLA members. The Amendment is necessary for DHS to comply with its obligations under the County's Medi-Cal provider agreement with L.A. Care Health Plan, because the provision of out-of-network authorizations for emergency services, and telephone access to a DHS Physician as requested, is delegated to the Department. It is anticipated that DHS will assume substantially similar obligations under its upcoming Medi-Cal provider agreement with HealthNet. Furthermore, under state law, a Medi-Cal patients' network (DHS in this case) must provide out-of-network hospitals with 24/7 centralized access to obtain authorization for the emergency admission of Managed Care Medi-Cal beneficiaries assigned to the Department.

The DHS Division of Managed Care Services (MCS), formerly a subdivision of the Department's Ambulatory Care Network, operates a call center during normal business hours providing HWLA enrollees the ability to communicate with a live person, in their primary language, for inquiries regarding eligibility status, primary care provider/clinic site, a warm transfer to the Nurse Advice Line should the call be misdirected and other general information. In addition, emergency care providers/hospitals are able to verify HWLA and Medi-Cal Managed Care enrollee eligibility and obtain authorizations for out-of-network emergency services/admissions. Alert assumes this role for MCS during the time periods where County does not have the manpower to provide TCSS, i.e., after-hours (5pm-8am), weekends, holidays and also provides secondary overflow coverage during business hours, for high call volume demand periods. MCS reports that it has staffed up the call center sufficiently and generally has not needed Alert to provide secondary overflow coverage since September of this year. With HWLA Matched enrollees transitioning to Medi-Cal Managed Care by January 2014, after-hours call volume should remain stable.

It is unlikely that the need for after-hours TCSS will go away anytime in the near future so, therefore, DHS intends to issue a solicitation in 2014 and will return to the Board with the recommendation of a successor agreement.

Approval of the second recommendation will allow DHS to execute future amendments to extend the Agreement term for up to six additional months, in the event there is any delay in completing any solicitation process. By approving this recommendation, the Department will also be able execute amendments to modify the scope as may be needed to implement the Affordable Care Act in 2014 (ACA). The Department is examining its future needs relating to the ACA, and may need to move quickly to expand access for other populations, e.g., HWLA Unmatched, should it be determined by the Director or his designee to be in the best interest of the County. Lastly, the approval of this recommendation will ensure that the standard terms and conditions of the Agreement can be

updated in an efficient manner.

Implementation of Strategic Plan Goals

The recommended actions supports Goal 1, Operational Effectiveness, and Goal 3, Integrated Service Delivery of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated annual cost for TCSS, beginning January 1, 2014, is $159,000.

The DHS estimated cost for the TCSS Agreement is based on the current best estimate at this point in time and is subject to change due to changes in workload, staffing and other unforeseen operational changes. In the event usage changes, the Board will receive updated estimates in the Budget Committee of the Whole Report.

Funding is included in the FY 2013-14 Final Budget and will be requested in the next year as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County has contracted with Alert for a number of years to provide 24-hour TCSS related to member eligibility, health care, urgent care and emergency services for DHS patients covered by the former Community Health Plan, HWLA, Medical-Cal Managed Care Program, Healthy Families Program and Personal Assistance Services Council – Service Employees International Union Homecare Worker Health Plan. The current Alert Agreement was approved by the Board September 4, 2012.

This Agreement may be terminated for convenience by the County upon ninety days (90) with prior written notice.

The TCSS is not considered Proposition A Agreement due to the services being used on an intermittent and as needed basis and, therefore, not subject to the Living Wage Program (Los Angeles County Code Chapter 2.201).

The proposed Amendment updates the legally required provision to address implementation of the final rules regarding the Health Insurance Portability and Accountability Act of 1996.

County Counsel has approved Exhibit I, as to form.

CONTRACTING PROCESS

The current Agreement was awarded on a sole source basis as a successor to a prior agreement.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued and uninterrupted provision of 24-hour TCSS to the Medi-Cal Managed Care population assigned to DHS facilities.

Respectfully submitted,

Mitchell H. Katz, M.D.
Director

MHK:ls

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisor

Exhibit I

Contract No. H-705454

TELEPHONE COMMUNICATION SUPPORT
SERVICES AGREEMENT

AMENDMENT NO. 1

THIS AMENDMENT is made and entered into this _____, day of _____ 2013,

by and between COUNTY OF LOS ANGELES
(hereafter "County")

and ALERT COMMUNICATIONS, INC.
(hereafter "Contractor")

156 2ND Street
San Francisco, CA 94105

WHEREAS, reference is made to that certain document entitled Telephone Communication Support Services dated October 1, 2012, and further identified as Agreement No. H-705454, and any amendments thereto (all hereafter referred to as "Agreement") and,

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term, expand the statement of work, update certain terms and conditions, and to provide for other changes set forth herein; and

WHEREAS, it is the intent of the parties to amend Agreement to make Contractor's services available to HWLA Members following their transition into the Medi-Cal Managed Care Program and to make Contractor's services to health plan members assigned to DHS; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 8.1 Amendments, may be made in the form of an Amendment; which is formally approved and executed by both parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution by the parties on the date identified at the top of page 1 of this Amendment.

2. Subparagraph 2.6-5 shall be added to Paragraph 2.0, DEFINITIONS, as follows:

"2.6-5 **DHS Patient:** Any HWLA member, and any HWLA member who has transitioned into the Medi-Cal Managed Care Program is enrolled in a Medi-Cal Managed Care Plan and assigned to DHS for the provision of health care services."

3. Subparagraph 2.13 shall be added to Paragraph 2.0. DEFINITIONS, as follows:

"2.13 **HWLA Member:** Any person who eligible for and participating in County's Healthy Way L.A. Program (HWLA), duly established under the California Bridge to Reform Medicaid Demonstration Project, for the provision of health care services."

4. Agreement Paragraph 4.0, TERM OF AGREEMENT, Subparagraph 4.1, shall be deleted in its entirety and replaced as follows:

"4.0. TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on October 1, 2012 and shall expire on December 31, 2014. The County shall have the sole option to extend this Agreement term for up to six (6) month-to-month extensions, for a maximum total Agreement term of 2 years and 9 months through June 30, 2015. Each such option and extension shall be exercised at the sole discretion of the Director or his designee as authorized by the Board of Supervisors.

3. Paragraph 8.26, HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH CARE INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH) shall be deleted in its entirety and replaced as follows:

"8.26 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF1996 (HIPAA)

The County is subject to the Administrative Simplification requirements and prohibitions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules"). Under this Agreement, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit H-1 in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit H-1, Business Associate Under Health Insurance Portability and Accountability Act of 1996 (HIPAA).

4. Exhibit A is deleted and replaced in its entirety with Exhibit A-1 attached hereto and incorporated herein by reference. All references to Exhibit A in the Agreement shall hereafter be replaced by Exhibit A-1.

5. Exhibit B is deleted and replaced in its entirety with Exhibit B-1 attached hereto and incorporated herein by reference. All references to Exhibit B in the Agreement shall hereafter be replaced by Exhibit B-1.

6. Agreement, Exhibit H, Contractor's Obligations as a "Business Associate" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Care Information Technology for Economic and Clinical Health Act (HITECH) is

deleted and replaced in its entirety by Exhibit H-1, BUSINESS ASSOCIATE AGREEMENT UNDER THE HEALTH INSURANCE PORTABILILTY AND ACCOUNTABILITY ACT OF 1996 ("HIPAA") attached hereto and incorporated herein by reference. All references to Exhibit H in the Agreement shall hereafter be replaced by Exhibit H-1.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Director of Health Services and Contractor has caused this Amendment to be executed on its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Mitchell H. Katz, M.D.
Director

ALERT COMMUNICATIONS, INC
Contractor

By _____
Signature

_____
Printed Name

Title _____

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

EXHIBIT A-1

TELEPHONE COMMUNICATION SUPPORT SERVICES

STATEMENT OF WORK

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TELEPHONE COMMUNICATION SUPPORT SERVICES
STATEMENT OF WORK (SOW)

The Ambulatory Care Network - Managed Care Services operates a call center during normal business hours providing patients the ability to communicate with a live person, in their primary language, for inquiries regarding their eligibility status, primary care provider/clinic site, requests to speak with their primary care provider as well as perform warm transfer to the Nurse Advise Line should the call be misdirected, and other general information. In addition, emergency care providers/hospitals are able to verify enrollee eligibility and obtain 24-hour authorizations for out-of-network emergency services/admissions. The Agreement with Alert ensures the availability of TCSS during the time periods where County does not have the man-power to provide TCSS, i.e., after-hours (5pm-8am), weekends, holidays and secondary overflow coverage during business hours, for high call volume demand periods.

1.0 TELEPHONE COMMUNICATION SUPPORT SERVICES SCOPE OF OBJECTIVES

1. Provide telephone answering services for inbound calls supporting assigned toll free numbers, for DHS Patients.
2. Abide by the established procedures and the standards set forth, as revised from time to time by Managed Care Services (MCS) Medical Director/Administration to ensure compliance with State and Federal regulations. Contractor will be notified of any required changes and will be provided a copy of the revised procedure(s). Contractor will be provided with a copy of the appropriate policy and procedures for 24-hour telephone support services, as well as, a detailed list of DHS affiliated providers to whom calls should be transferred.
3. County shall secure and provide access to contracted vendors to maintain sufficient interpreter services in the event the language spoken by the caller is one other than English/Spanish.
4. Contractor shall use County provided interpreter services for translating calls that require languages other than English or Spanish through the use of automated voice response services used to provide caller with a menu of options, including their selected language, or for delivering customized messages in announce form to callers.

1.1 DETAILED PROCESS

Contractor is required to answer calls and 1) resolve caller inquiries 2) transfer caller to ACN-MCS/HWLA Nurse Advice Line or appropriate ACN-MCS/HWLA health care provider; or 3) redirect caller to HWLA member services as outlined in the call routing matrix, Attachment A, Statement of Work, 4) assist with provider transfer requests and edit Patient Management System (PMS) accordingly, and 5) provide on an overflow basis, a) 24 hour eligibility verification and authorizations to providers for out of network ER services at private hospitals, and b) telephone support to Managed Care Services members requesting to speak with their primary care physician. The appropriate course of action to be taken by the Contractor will be determined from the information obtained from the caller and by the classification of the caller's inquiry as listed below. All callers identifying themselves as HWLA members will be treated as eligible whether or not they appear in the database.

General Procedure:

The Contractor in performing the telephone answering support services for the Ambulatory Care Network Managed Care Services will conduct the following procedures:

1. Answer phone within 30 seconds for HWLA members
2. Identify Program Greet caller
3. Record on an electronic log and automatic call distributor telephone system the following information:
    a. Caller's:
        i. Name
        ii. Phone #
        iii. Date and time of call
    b. Call Reason Code
    c. Member's:
    d. Members ID # or CIN#
        i. Date of Birth
        ii. Program Identification #
    e. Comments/Special Instructions
    f. Line of Business
    g. Call start time
    h. Call end time

If the nature of the call is related to one of the classifications of calls listed below, the Contractor will refer to the procedure of the same description as identified in the ACN-MCS/HWLA policy and procedure manual; otherwise, redirect call to ACN-MCS/HWLA

Member Services during normal business hours and include in the policy and procedure manual:

1. Member Eligibility
2. Service Authorization
3. Provider Assignment
4. Provider Re-assignment request
5. Medical Advice
6. Emergent Situation
7. Request to speak with Primary Care Physician"

In order to ensure, excellent customer service and satisfaction, Contractor shall ensure that all calls related to members and providers are answered within the following timeframes:

DHS Patients:

- Average Speed to Answer shall be within 30 seconds for 85% of the calls, and shall not exceed 10 minutes for all calls.
- Abandonment rate shall not exceed 5% or less
- Average Talk Time shall be 3 minutes or less.

Providers:

- Average Speed to Answer shall be within 45 seconds for 80% of the calls.
- Abandonment rate shall be less than 5%.
- Average Talk Time shall be 3 minutes or less.

1.2 OPERATIONAL CAPACITY REQUIREMENTS

The Contractor must have the following capabilities and resources available in the performance of the services previously described:

- A supervisory or administrative staff person available to meet with MCS staff a minimum of once per month who has the authority to implement new or revised procedures.
- Spanish/English bilingual staff available at all times to respond to Spanish language callers 24-hours a day, 7-days a week. Other language interpreters available as needed at a moments notice.
- A telephone system capable of identifying the status and disposition of all calls made to the Contractor regarding calls related to DHS Patients including length of time of call; talk time, abandonment rate and length of time in the queue.
- An 85% success rate in answering calls within 30 seconds, which shall be reflected in a monthly report to MCS.
- An archive of telephone answering services log and messages stored at a location in Southern California for a minimum of seven (7) years.

- Minimize caller waiting time on hold with no caller on hold more than forty five (45) seconds for 85% of the calls for members and 80% of the calls for providers from the point that the call is answered.
- Access to Programs contracted vendor interpreter service or similar interpreter services.
-

1.3 INFORMATION TECHNOLOGY REQUIREMENTS

Contractor shall provide and maintain all hardware, software, communication devices, data lines, and telephone lines necessary to access the County's managed care system to retrieve member eligibility information and provider information at the Contractor's site. The current system configuration available at County site for allowing access is either via a leased line using a Channel Service Unit/Data Service Unit (CSU/DSU), multiplexer or a dial-up line using a modem.

Contractor shall update and maintain member eligibility files and provider network files as provided by County on a monthly, or as needed, basis for all DHS Patients at Contractor's site as a back-up in the event electronic access to County's managed care system is down and include the Contractor's contingency plan. Provide a copy of the contingency plan upon request and notify MCS Member Services.

Contractor shall generate and maintain paper copies of DHS Patient eligibility rosters and provider rosters on a monthly, or as needed basis for all in the event electronic access to systems and files are down.

Contractor will receive at minimum eight (8) hours of training from the MCS Information Systems Department on use of the Department's Patient Management System (PMS).

Contractor will provide immediate notification at the time IT hardware/software problems are identified that affect 24-hour telephone answering service and follow-up with a written report of incident and corrective action, including contingency plans to provide 24-hour telephone answering service.

1.4 REPORTING

MCS requires that the Contractor produce, on a daily, weekly and/or monthly basis the below listed reports, via e-mail or hard copy as mutually agreed upon by County and Contractor. Additionally, the MCS reserves the option to request additional reports to be defined and in an agreed upon format, with prior written request for such reports submitted to the Contractor within ten (10) business days for review and approval. Reports shall be specific to the membership assignment and/or product line, and shall reflect data separately.

The reports include, but are not limited to, as follows:

1. A monthly report listing the member's name, date(s) and time(s) of accessing service, reason for accessing service, and distribution of calls.

The report will include a listing of members accessing the answering services more than one time in any given month, the reason for accessing the answering service and the total number of times service was accessed by a member. Monthly report due by the 10th of each month following the month being reported.

2. A telephone answering service log in electronic format will be completed daily and submitted to MCS no later than noon of the next business day.

3. A monthly report (due on the 10th day of the month following the month being reported) to demonstrate the Contractor's 85% success rate in answering phones within 30 seconds for Patients and 85% average speed to answer within 30 seconds of calls. Also report on average wait time, talk time, abandoned calls, and abandonment rate.

4. A daily detailed Disposition Report identifying at minimum, the call type, call date, call received time, member's name, hospital, date of birth, product line, source of call, phone number, reason for call, call disposition, and comments.

5. Data files for any of the above deemed necessary.

2.0 QUALITY CONTROL

The Contractor shall establish and utilize a comprehensive Quality Control Plan to assure the County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

- Method of monitoring to ensure that Contract requirements are being met;
- A record of all inspections conducted by the Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.
- Method for determining professional staff providing services under Agreement is qualified.
- Provide staffing level plan including steps for anticipated number of calls as well as fluctuations that may occur.

3.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in this Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

3.1 Meetings

Contractor is required to attend scheduled monthly and/or as necessary meetings, as scheduled by County.

3.2 Contract Discrepancy Report

Verbal notification of a Contract discrepancy will be made to the Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within ten (10) workdays.

3.3 County Observations

In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, these personnel may not unreasonably interfere with the Contractor's performance.

4.0 DEFINITIONS

1. ***Abandoned Call*** – The caller hangs up before reaching an agent.
2. ***Abandonment Rate*** – Average of abandoned calls by all agents.
3. ***Agent*** – The person who handles incoming and outgoing calls.
4. ***Automatic Call Distributor (ACD)*** – The specialized and programmable telephone system that automatically answers calls, queues calls, distributes calls to agents, plays delay announcements to callers and provides real-time and historical reports on these activities.
5. ***Average Speed to Answer (ASA)*** – Average wait time divided by total number of Calls.
6. ***Average Wait Time (AWT)*** - Average delay of all calls that are delayed divided by the number of calls that had to wait in queue.
7. ***Queue*** – A data structure which holds callers until an agent becomes available.
8. ***Talk Time*** – The time an agent spends with a caller during a transaction. Includes everything from "hello" to "good-bye."

5.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

5.1 COUNTY

A. Personnel

The County will administer the Contract according to the Contract, Paragraph 6.0, and "Administration of Contract – County". Specific duties will include:

1. Providing a full-time Project Manager or designated alternate. Contractor must have access to the Project Manager/alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager/alternate may be reached on a twenty-four (24) hour per day basis.
2. Monitoring the Contractor's performance in the daily operation of this Contract.
3. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
4. Preparing Amendments in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.1 Amendments.

5.2 CONTRACTOR

A. Project Manager

1. Contractor shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager/alternate during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager/alternate may be reached on a twenty-four (24) hour per day basis.
2. Project Manager/alternate shall act as a central point of contact with the County.
3. Project Manager/alternate shall have 3-5 years of experience.
4. Project Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

B. Personnel

1. Contractor shall assign a sufficient number of employees to perform the required work. At least five employees on site shall be Spanish bilingual staff available at all times and designated to respond to Spanish speaking-callers twenty-four hours a day, seven days a week.
2. Contractor shall be required to background check their employees as set forth in sub-paragraph 7.5 – Background & Security Investigations, of the Contract.

C. **Materials and Equipment**
The purchase of all materials/equipment to provide the needed services is the responsibility of the Contractor. Contractor shall use materials and equipment that is safe for the environment and safe for use by the employee.

D. **Training**
Contractor shall provide training programs for all new employees and continuing in-service training for all employees and provide training manuals and related materials available for review upon request. Contractor shall maintain sign-in sheets or roster of staff trained.

E. **Contractor's Office**
The office shall be staffed with call center agents' 24-hours a day, 7 days a week, and 365 days of the year.
For the provision of the required services, the County prohibits outsourcing services outside of the United States.
In the event Contractor's office is re-located, Contractor shall provide County with ninety days (90) written prior notice, of such re-location.

6.0 HOURS/DAY OF WORK

Contractor shall perform telephone answering services 24-hours a day, 7-days a week, 365 days per year, including all County-recognized holidays. The County-recognized holidays are:

New Year's Day
Martin Luther King Jr. Day
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Friday following Thanksgiving Day
Christmas Day

7.0 WORK SCHEDULES

1. Contractor shall submit for review and approval a work schedule ensuring adequate bilingual staff (English and Spanish) is available.
2. Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the County Project Manager for review and approval within five (5) working days prior to scheduled time for work.
3. County shall notify Contractor within three (3) business days when high volume demand calls is antipicated, or as soon as possible when an unforeseeable event occurs.

8.0 UNSCHEDULED WORK

The County Project Manager or his designee may authorize the Contractor to perform unscheduled work, including, but not limited to, increase in workload

when the need for such work arises out of extraordinary incidents such as vandalism, acts of God, and third party negligence; or to add to, or modify new product lines and/or members.

EXHIBIT B-1

BILLING AND PAYMENT

PRICING SCHEDULE

County shall compensate Contractor for telephone communication support services to ensure continuity of 24/7 access to DHS Patients at the rate set forth and shall be the sole consideration paid to Contractor in accordance with the procedures described below.

1. BILLING: Contractor shall bill County in arrears for each month during the term of the Agreement. All billing statements shall clearly state and provide reasonable detail of the services for which claim is made. Billing statements that be itemized and all-inclusive of the billing cycle and shall reference the Agreement number.

   A. Contractor shall bill County for live agent call processing services at the rates associated with the commitment level as follows:

Commitment Level/Monthly Base Rate	$10,500
Base Number of Calls	7,500
Rate Per Call Above Base	$1.70

   B. Contractor shall bill County Eighty-Five Cents ($0.85) for all outbound calls initiated by Contractor of behalf of County.

   C. Contractor shall bill County on a monthly basis, two-percent (2%) above total amount due for inbound and outbound calls; in order to cover costs for requested reports as mutually agreed upon by Contractor and County, monthly data exchange, and administrative services as required during the provision of services.

2. PAYMENTS:

   County shall pay Contractor following its usual and customary payment practices in accordance with Agreement Paragraph, 5.0 BILLING AND PAYMENT.