

## Exhibit A Scope of Work

### 1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

MAXIMUS is able to provide front-line triage call center support to the California Department of Public Health (CDPH) with an average daily call volume of 5,000 calls per day at an average call handle time of 5 minutes per call.

MAXIMUS will initially recruit 50 Customer Service Representatives (CSRs) for this effort, and will scale the effort based upon MAXIMUS recommendations and direction by CDPH.

### 2. Service Location

MAXIMUS will utilize a Work From Home (WFH) model to staff this effort, based on the current State and Federal guidance related to COVID-19.

### 3. Service Hours

The services shall **generally** be provided seven (7) days a week, 8 a.m. - 5 p.m. PST. **Evening hours may be extended based upon direction provided by CDPH and as mutually agreed upon by both parties.**

### 4. Project Representatives

A. The project representatives during the term of this agreement will be:

<b>California Department of Public Health</b> Phebe Lapinig, Program Analyst Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	<b>MAXIMUS</b> Fatima A. McCasland Telephone: (916) 673-4086 Fax: (916) 673-4500 E-mail: fatimaamccasland@maximus.com
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B. Direct all inquiries to:

<b>California Department of Public Health</b> CDPH- Emergency Preparedness Office Attention: Phebe Lapinig Mail Station Code 7002 1615 Capitol Ave, 73.373 Sacramento, CA 95814  Telephone: (916) 210-1528 Fax: (916) 650-6420 E-mail: Phebe.Lapinig@cdph.ca.gov	<b>MAXIMUS</b> Attention: Fatima A. McCasland 625 Coolidge Dr., Ste. 100 Folsom, CA 95630  Telephone: (916) 673-4086 Fax: (916) 673-4500 E-mail: fatimaamccasland@maximus.com
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: [MAXIMUS]
Attention "Cashier":   625 Coolidge Dr., Ste. 100 Folsom, CA   916-673-4086   916-673-4500   fatimaamccasland@maximus.com

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

### 5. Progress Reports or Meetings

- A. MAXIMUS will evaluate daily, weekly, and monthly call statistics and performance. For any sustained reduction or increase in average daily call volumes and/or average call handle times, +/-5%, MAXIMUS will provide recommendations for staffing level adjustments to be reviewed and approved by CDPH prior to adoption.
- B. MAXIMUS shall provide standard call center statistical reporting generated by the telephony system.
- C. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

### 6. Services to be Performed

- A. MAXIMUS will answer phone calls from California residents and provide basic, general, non-medical information about the COVID-19 pandemic based upon Frequently Asked Questions (FAQs) that will be updated by CDPH on a regular basis and referring callers to other available state agencies and resources.
- B. MAXIMUS will provide bilingual staffing, English and Spanish, and shall utilize language line services for any other languages and/or shall supply CSRs bilingual in additional languages.
- C. MAXIMUS will provide training to staff, estimated to take 3 days to include orientation, customer service, telephony equipment, and programmatic training.
- D. CDPH will provide additional instructions, deliverables, and assign tasks as necessary, which will be assessed by MAXIMUS for additional level of effort and/or required increase in scope of the contract, if necessary.

**Exhibit A  
Scope of Work**

- E. On an as-needed basis, MAXIMUS will provide readability and translation services to CDPH for printed and collateral materials. These will be produced and submitted in the file type requested by CDPH, which may include but is not limited to, Microsoft Word, Microsoft Excel, PDF or SCP file "XML Data Package" (XDP).
- F. **MAXIMUS will provide web chat and chat to SMS text capability as an additional communication channel.**
- **Software provided will require a single line of code placed on CDPH COVID19 website on each page where webchat should be available which will add a floating button point of entry to communicate via chat.**
  - **Link will allow users to initiate chat sessions from any computer or handheld device on any operating system or browser.**
  - **Software will allow for users and agents to communicate via chat to SMS and SMS to chat, in order to facilitate the sharing of resource information which is provided in CDPH approved scripting via text.**
- G. **MAXIMUS will provide additional 'Speech Analytics' and associated reporting based on data collected and mined from recorded calls. "Speech Analytics" shall mean the application of software to generate data from spoken interactions between incoming callers and CSRs, and to use this data to report on trends and patterns, measure agent performance, and manage compliance to business and customer interaction standards. MAXIMUS will implement speech analytics technology, for a volume of calls up to 2,000 calls per days, 7 days per week. MAXIMUS and CDPH will work collaboratively to identify the data elements to be mined, report formatting, and delivery schedule to best support ongoing operations and analysis prior to initial deployment of the system.**

**Exhibit B**  
Budget Detail and Payment Provisions

**Exhibit B****1. Invoicing and Payment**

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred according to the payment schedule in Exhibit B below.
- C. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Phebe Lapinig  
California Department of Public Health  
Emergency Preparedness Office  
MS7002  
1615 Capitol Ave. Suite 73.373  
Sacramento, CA 95814

- D. Invoice shall:
  - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
  - 2) Invoices must be submitted to CDPH either electronically or in hard copies.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

**E. Amounts Payable**

The amounts payable under this agreement shall not exceed: \$15,505,656.00

**F. Rates Payable**

- 1) MAXIMUS will provide services under a fixed plus variable pricing model which includes a fixed monthly price plus a per CSR and supervisor cost.
  - a. a one-time programmatic startup cost of ~~\$218,200.00~~ **\$402,385.76 (includes one time start up costs of \$184,185.76 for both webchat/texting functionality as well as speech analytics/call mining functionality).**
  - b. a one-time per full-time equivalent (FTE) startup cost of \$6,768.85 for CSRs and supervisors

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- c. a monthly programmatic fixed fee of ~~\$161,063~~ **\$198,844.04 (includes ongoing monthly support costs of \$37,781.04 for webchat/texting and speech analytics/call mining).**
  - d. a monthly per CSR fee of \$5,996.73
  - e. a monthly per supervisor fee of \$9,715.20
- 2) MAXIMUS will add staff based upon volumes and direction provided by CDPH. The following scenarios are meant to be an illustration of the costs associated with staffing level examples. Actual variable costs will differ based upon actual staffing levels agreed upon by MAXIMUS and CDPH throughout the course of this engagement.

Scenario 1	
-	-
Start up (month 1)	<del>\$</del> 576,949.00
Monthly	<del>\$</del> 490,046.00

Scenario 2	
-	-
Start up (month 1)	<del>\$</del> 703,960.00
Monthly	<del>\$</del> 1,157,725.00

- 3) Translation and Readability Services: on an as-needed basis, MAXIMUS will provide readability and translation services to CDPH. Services will undergo a quality review and quality control process.

Translation services shall be:

- a. Low literacy (6<sup>th</sup> - 8<sup>th</sup> grade reading level), culturally and linguistically appropriate, and follow best practices for literacy of information;
- b. Accurate translations of English source document maintain the intent of the message;
- c. Submitted in the file type requested by CDPH, which may include but is not limited to, Microsoft Word, Microsoft Excel, PDF or SCP file "XML Data Package (XDP).

Readability services to CDPH upon request. Services shall provide suggested language to maintain low literacy (6<sup>th</sup> - 8<sup>th</sup> grade reading level) that is culturally and linguistically appropriate, utilizing best practices in literacy.

Task #	Deliverable Description
<b>Normal - 7-10 Business Days</b>	
(1) Readability	Labor hourly rate of \$178.50 per hour
	Per Page Rate of \$133.61
	1/2 Page Rate of \$82.55
	Paragraph Rate of \$82.55

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(2) Translation Services	Labor hourly rate of \$178.50 per hour
	Per Page Rate of \$111.91
	1/2 Page Rate of \$82.55
	Paragraph Rate of \$82.55
Expedited - 3 Business Days	
(1) Readability	Per Page Rate of \$167.86
	1/2 Page Rate of \$111.44
	Paragraph Rate of \$82.55
(2) Translation Services	Per Page Rate of \$167.86
	1/2 Page Rate of \$111.91
	Paragraph Rate of \$91.83

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

**5. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

**Exhibit B**  
Budget Detail and Payment Provisions

- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

**6. Recovery of Overpayments**

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
  - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
  - 2) A repayment schedule agreeable between the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.