

**REQUEST FOR PROPOSALS (RFP) FOR CALL CENTER SERVICES
ADDENDUM NO. 1 - QUESTIONS & ANSWERS**

	<u>Questions</u>	<u>Answers</u>																		
1	Please reconfirm the due date for this procurement by providing it in response to answers to questions.	Due dates can be found in the RFP, Section 13 - Instructions to Respondents.																		
2	Are bidders permitted to deviate in any way from any manner of quoting fees you may be expecting? For example, if there is a pricing page in the RFP, can bidders submit an alternate fee structure? If there is no pricing page in the RFP, do you have any preference for how bidders should quote fees or can bidders create their own pricing categories?	Please see the RFP, Section 12 - Pricing Proposal.																		
3	Please describe your level of satisfaction with your current or recent vendor(s) for the same purchasing activity, if applicable.	The Exchange prefers the PMPM model of pricing.																		
4	How are fees currently being billed by any incumbent(s), by category, and at what rates?	Please see the RFP, Section 12 - Pricing Proposal.																		
5	What estimated or actual dollars were paid last year, last month, or last quarter to any incumbent(s)?	<table border="1"> <thead> <tr> <th>Fiscal Year</th> <th>PO Budget</th> <th>Amount Billed</th> </tr> </thead> <tbody> <tr> <td>FY19</td> <td>\$ 16,934,681</td> <td>\$ 16,806,925</td> </tr> <tr> <td>FY20</td> <td>\$ 16,489,082</td> <td>\$ 16,332,423</td> </tr> <tr> <td>FY21</td> <td>\$ 18,602,194</td> <td>\$ 18,045,118</td> </tr> <tr> <td>FY22</td> <td>\$ 19,685,267</td> <td>\$ 18,660,920</td> </tr> <tr> <td>FY23</td> <td>\$ 18,816,030</td> <td>\$ 19,369,957</td> </tr> </tbody> </table>	Fiscal Year	PO Budget	Amount Billed	FY19	\$ 16,934,681	\$ 16,806,925	FY20	\$ 16,489,082	\$ 16,332,423	FY21	\$ 18,602,194	\$ 18,045,118	FY22	\$ 19,685,267	\$ 18,660,920	FY23	\$ 18,816,030	\$ 19,369,957
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6	Is previous experience with any specific customer information systems, phone systems, or software required?	Please see the RFP, Section 2 - Selection Criteria.																		
7	What is the minimum required total call capacity?	Please see the RFP, Appendix A, Section II - Call Volume.																		
8	What is the minimum simultaneous inbound call capacity?	Please see the RFP, Appendix A, Section II - Call Volume.																		
9	What percentage of inbound calls must be answered by a live operator?	All calls must be answered by a live agent.																		
10	What are the required language options?	Required language options are English and Spanish.																		
11	What is the required degree of dedication for the call center? (Can the call center work on other contracts at the same time as this one)?	Please see the Requirements Traceability Matrix, Tab F1 - General.																		
12	What is the required degree of dedication for the operators? (Can the operators assigned to this contract work on other contracts at the same time as this one)?	Please see the answer to question 11.																		
13	What are the recording requirements for inbound and outbound phone calls and how long must recordings be maintained?	Please see the RFP, Appendix G, Section 13 - Records Maintenance/Access to Records/Financial Statements.																		
14	What are the recording and storage requirements for non-phone communications requirements for non-phone communications?	Please see the answer to question 13.																		
15	What information is to be included in call logs?	Agents document name of caller, subject of call, application ID, caller type, Taxonomy that is agreed upon by the Exchange and call center vendor, and call notes.																		
16	What is the current average wait time for phone calls?	The average wait time for calls for the period of January 2024 - June 2024 is 46 seconds.																		
17	What is the current average after-call work time for operators?	The average after wrap time for agents for the period of January 2024 - June 2024 is 28 seconds.																		
18	Over the past year, what is the percentage of calls received in English versus non-English?	Approximately 22% of calls were non-English.																		
19	Over the past year, what percentage of calls received were in Spanish?	20% of the calls received to the call center were Spanish.																		

20	Regarding the solicitation, "RFP for Call Center Services," can you please provide the name of the previous awarded vendor (incumbent) and the total estimated budget for this project.	Please see the RFP, Section 1 - Background. The fiscal year 2025 budget is \$18,816,030.00.
21	How much is the allotted budget for the resulting contract?	The budget for call center services for fiscal year 2025 is \$18,816,030.00.
22	Will the successful Contractor be responsible for any back office/document processing tasks (e.g., processing verification documents, etc.)? If so, please provide details and volumes.	No.
23	Please confirm the Contractor has no responsibilities for in-person services	The Contractor will not be responsible for in-person services as part of its duties under the Call Center Management Agreement. During past Open Enrollment periods, however, the Exchange has engaged the call center vendor to provide additional staff to conduct in person enrollment. This engagement would be documented through a separate addendum to the Call Center Management Agreement.
24	Please confirm the Contractor has no responsibilities for responding to inquiries submitted via social media	The Contractor will not be responsible for social media inquires.
25	Does the Contractor provide any services related to billing?	No.
26	Does the Contractor take custody of funds at any stage of the process.	No.
27	Who receives premium payments?	The Exchange's insurance carriers receive premium payments directly from Exchange consumers enrolled in individual health plans.
28	Does the Contractor have any responsibilities for processing payments?	No.
29	Please provide more detail on the Oracle CRM:	The existing CRM license is owned by the current call center vendor. The new vendor will need to procure its own CRM license. Please also see the RFP, Subsection D of Section 3- Scope of Work.
30	Do bidders have the option of using the existing Oracle CRM?	No
31	The timeframe of the award to Go-Live is very aggressive. May bidders use the existing Oracle CRM during the initial Go-Live until a time that is mutually determined with AHCT? This will provide the Contractor with sufficient time to properly configure, test, and migrate data to a new CRM.	No, the existing CRM license is owned by the current call center vendor.
32	If bidders can use the existing Oracle CRM, are there any license fees associated with using it?	Please see the answer to question 31.
33	If AHCT elects to transfer licenses of the existing Oracle CRM who maintains responsibilities for operations and maintenance	Please see the answer to question 31.
34	Are there any known or anticipated events that would impact the volumes/talk times in Appendix A?	None at this time.
35	Please clarify what data is captured in the customer call event data repository.	Please see the answer to question 15.
36	How does the customer call event data repository differ from the data captured in the CRM?	The call event data repository is referring to the CRM.
37	What is DSS' Resource CRM (e.g., Salesforce, Oracle, proprietary, etc.)?	The Department of Social Services does not currently have a CRM.
38	The timeline from Execution of Contract to Go-Live is very aggressive and introduces significant risk into the transition. Would AHCT consider extending the date of Go-Live to reduce the risks associated with the transition?	The Exchange is comfortable with the proposed timeline in the RFP.
39	If AHCT will not extend the date of Go-Live, will AHCT consider executing the contract sooner (e.g., December 15 th)?	The Exchange intends to execute the contract by February 7, 2025 or sooner, depending on the finalization of business terms and the conclusion of negotiations.
40	Please confirm self-service availability is limited to the IVR, as self-service availability through the portal is outside the Contractor's control	Currently there is no self service in the IVR. The Exchange is interested in any technology solutions the Respondent offers.
41	What IVR self-service options are in-place today?	Please see the answer to question 40.
42	Please provide monthly volumes of self service transactions (IVR, chatbot).	Please see the answer to question 40.
43	Section 7 of the RFP instructs bidders to include their value added services as a separate document; however, Section III Contents of Proposals on page 29 instructs bidders to include it as part of the technical proposal. Please confirm that responses to Section 7 are to be included as part of the technical proposal and not submitted as a separate document.	Value added services should be included in the Technical Proposal as a separate section.
44	Will a respondent be compliant if they submit a certificate showing current levels of coverage with a commitment to obtain the required levels of coverage upon award?	Yes.
45	There are significant fluctuations in average call handle time, from a low of 12:47 to a high of 19:28. Would AHCT please provide more insight into the reasons for these fluctuations?	Higher average handle time occurs when there is a higher wait time (usually during Open Enrollment). The Exchange worked with the current Call Center vendor to reduce those average handle times over the past 6 months.

46	Please confirm the call volumes listed in Appendix A only include calls that were handled by a live CSR	Yes, all calls were handled by a live agent .																																																																																																																																																																																																															
47	Please provide the volume and handle time for chat interactions.	<table border="1"> <thead> <tr> <th>MONTH/YEAR</th> <th>CHATS OFFERED TO CALL CENTER</th> <th colspan="6">AVERAGE CHAT HANDLE TIME</th> </tr> </thead> <tbody> <tr><td>February 2022</td><td>4,898</td><td colspan="6">09:12</td></tr> <tr><td>March 2022</td><td>4,609</td><td colspan="6">09:53</td></tr> <tr><td>April 2022</td><td>3,678</td><td colspan="6">10:04</td></tr> <tr><td>May 2022</td><td>3,125</td><td colspan="6">09:30</td></tr> <tr><td>June 2022</td><td>3,097</td><td colspan="6">09:11</td></tr> <tr><td>July 2022</td><td>3,074</td><td colspan="6">09:34</td></tr> <tr><td>August 2022</td><td>3,530</td><td colspan="6">10:08</td></tr> <tr><td>September 2022</td><td>3,149</td><td colspan="6">09:41</td></tr> <tr><td>October 2022</td><td>3,874</td><td colspan="6">09:57</td></tr> <tr><td>November 2022</td><td>8,844</td><td colspan="6">09:25</td></tr> <tr><td>December 2022</td><td>9,944</td><td colspan="6">09:58</td></tr> <tr><td>January 2023</td><td>7,176</td><td colspan="6">09:29</td></tr> <tr><td>February 2023</td><td>4,369</td><td colspan="6">09:27</td></tr> <tr><td>March 2023</td><td>4,322</td><td colspan="6">09:26</td></tr> <tr><td>April 2023</td><td>3,384</td><td colspan="6">08:36</td></tr> <tr><td>May 2023</td><td>4,036</td><td colspan="6">08:37</td></tr> <tr><td>June 2023</td><td>4,438</td><td colspan="6">08:23</td></tr> <tr><td>July 2023</td><td>4,424</td><td colspan="6">08:04</td></tr> <tr><td>August 2023</td><td>5,190</td><td colspan="6">08:40</td></tr> <tr><td>September 2023</td><td>5,269</td><td colspan="6">08:32</td></tr> <tr><td>October 2023</td><td>5,077</td><td colspan="6">08:16</td></tr> <tr><td>November 2023</td><td>10,341</td><td colspan="6">08:46</td></tr> <tr><td>December 2023</td><td>10,341</td><td colspan="6">09:25</td></tr> <tr><td>January 2024</td><td>8,434</td><td colspan="6">08:20</td></tr> </tbody> </table>								MONTH/YEAR	CHATS OFFERED TO CALL CENTER	AVERAGE CHAT HANDLE TIME						February 2022	4,898	09:12						March 2022	4,609	09:53						April 2022	3,678	10:04						May 2022	3,125	09:30						June 2022	3,097	09:11						July 2022	3,074	09:34						August 2022	3,530	10:08						September 2022	3,149	09:41						October 2022	3,874	09:57						November 2022	8,844	09:25						December 2022	9,944	09:58						January 2023	7,176	09:29						February 2023	4,369	09:27						March 2023	4,322	09:26						April 2023	3,384	08:36						May 2023	4,036	08:37						June 2023	4,438	08:23						July 2023	4,424	08:04						August 2023	5,190	08:40						September 2023	5,269	08:32						October 2023	5,077	08:16						November 2023	10,341	08:46						December 2023	10,341	09:25						January 2024	8,434	08:20					
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49	Would AHCT please provide monthly volumes for outbound calls?	The current call center vendor only undertakes outbound call campaigns on the last day of the Open Enrollment deadlines of 12/15 and 1/15. The volumes for outbound calls would be dependent on the number of calls that were abandoned on those days.																																																																											
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51	Please provide the historical monthly volumes of web contacts processed	<table border="1"> <thead> <tr> <th>MONTH/YEAR</th> <th>EMAILS OFFERED TO CALL CENTER</th> <th>AVERAGE EMAIL RESPONSE TIME</th> </tr> </thead> <tbody> <tr><td>February 2022</td><td>507</td><td>≤72hours</td></tr> <tr><td>March 2022</td><td>280</td><td>≤72hours</td></tr> <tr><td>April 2022</td><td>186</td><td>≤72hours</td></tr> <tr><td>May 2022</td><td>130</td><td>≤72hours</td></tr> <tr><td>June 2022</td><td>147</td><td>≤72hours</td></tr> <tr><td>July 2022</td><td>164</td><td>≤72hours</td></tr> <tr><td>August 2022</td><td>170</td><td>≤72hours</td></tr> <tr><td>September 2022</td><td>148</td><td>≤72hours</td></tr> <tr><td>October 2022</td><td>188</td><td>≤72hours</td></tr> <tr><td>November 2022</td><td>183</td><td>≤72hours</td></tr> <tr><td>December 2022</td><td>225</td><td>≤72hours</td></tr> <tr><td>January 2023</td><td>259</td><td>≤72hours</td></tr> <tr><td>February 2023</td><td>239</td><td>≤72hours</td></tr> <tr><td>March 2023</td><td>235</td><td>≤72hours</td></tr> <tr><td>April 2023</td><td>167</td><td>≤72hours</td></tr> <tr><td>May 2023</td><td>154</td><td>≤72hours</td></tr> <tr><td>June 2023</td><td>120</td><td>≤72hours</td></tr> <tr><td>July 2023</td><td>167</td><td>≤72hours</td></tr> <tr><td>August 2023</td><td>135</td><td>≤72hours</td></tr> <tr><td>September 2023</td><td>189</td><td>≤72hours</td></tr> <tr><td>October 2023</td><td>199</td><td>≤72hours</td></tr> <tr><td>November 2023</td><td>221</td><td>≤72hours</td></tr> <tr><td>December 2023</td><td>205</td><td>≤72hours</td></tr> <tr><td>January 2024</td><td>227</td><td>≤72hours</td></tr> </tbody> </table>	MONTH/YEAR	EMAILS OFFERED TO CALL CENTER	AVERAGE EMAIL RESPONSE TIME	February 2022	507	≤72hours	March 2022	280	≤72hours	April 2022	186	≤72hours	May 2022	130	≤72hours	June 2022	147	≤72hours	July 2022	164	≤72hours	August 2022	170	≤72hours	September 2022	148	≤72hours	October 2022	188	≤72hours	November 2022	183	≤72hours	December 2022	225	≤72hours	January 2023	259	≤72hours	February 2023	239	≤72hours	March 2023	235	≤72hours	April 2023	167	≤72hours	May 2023	154	≤72hours	June 2023	120	≤72hours	July 2023	167	≤72hours	August 2023	135	≤72hours	September 2023	189	≤72hours	October 2023	199	≤72hours	November 2023	221	≤72hours	December 2023	205	≤72hours	January 2024	227	≤72hours
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52	Please confirm that there are no other channels of communication (text, email, chat, etc.) that were processed. If so, please provide volumes.	The channels of communication are phone, chat and email. Please see answers to questions 47 and 51.																																																																											
53	Should bidders complete two cost schedules – one that reflects the utilization of the Exchanges Oracle CRM (and includes no license fees) and one that reflects the utilization of the respondent’s CRM?	The current call center vendor owns the CRM license. Respondents should include CRM license fees in their Pricing Proposal.																																																																											
54	Please confirm that vendors will be paid one QHP and one Medicaid PMPM tier. For example, if there are 80,000 QHP members in a given month, the price proposed for 75,001-85,000 members will be multiplied by 80,000	Respondents will be paid the corresponding rate for each tier of members.																																																																											
55	The cost proposal requests adjusted PMPMs based on different abandonment rates and different ASAs. There is no mention of service level variance. The SLAs indicate that the Exchange can choose different service levels during the contract term:	N/A																																																																											
56	· Which service level should bidders use for cost proposals?	During Open Enrollment, the service levels is 90% of calls answered within 30 seconds. During the non- Open Enrollment period, the service level is 70% of calls answered in 100 seconds.																																																																											
57	· Are bidders expected to reflect compensation changes based on different service levels?	Please see the answer to question 56.																																																																											
58	· Should bidders hold service levels expectations constant when presenting the alternative PMPMs?	Please see the answer to question 56.																																																																											
59	· Should bidders provide alternative PMPMs for both QHP and Medicaid ?	Yes. There are different PMPM rates for Medicaid and QHP enrollments.																																																																											

60	Section 1.7 of the Call Center Management Agreement references the responsibilities of the Call Center Manager as managing the processes and coordinating the Services with the Exchange to ensure the performance of the Tasks and delivery of the Deliverables. The RFP makes several references to an Account Manager. Are these intended to be the same individual? If not, please clarify the roles and responsibilities for each position	Yes, Account manager and Call Center Manager are the same role.
61	How will "Ask a Question" inquiries be routed to the Contractor?	Currently the "Ask a Question" emails are routed through the Oracle CRM tool.
62	The turnover SLA references CSRs that terminate involuntarily – is this correct?	Yes, that is correct.
63	How long are vendors required to retain screen recordings?	Please see the answer to question 13.
64	Under the Call Center Transition and Start Up Section, item III.B references Hard-copy Document Storage and retrieval. Please confirm this does not relate to hard copy correspondence from consumers If this requirement does release to consumer correspondence and documents, please provide monthly volumes of documents received.	The call center vendor does not receive any paper documents.
65	Under Data Migration and Conversion, IV references the number of articles that will be imported. Do "articles" in this context refer to knowledgebase articles? If not, please define articles.	Yes.
66	Under HIX Integration, II references a daily file and a one-time load. Is this a daily file or a one-time load?	There will be an initial file load and then it would update in real-time.
67	Please define "IVR periodic wait lists."	The ability to pull phone numbers from the IVR that were abandoned in queue.
68	Under Training and Development, item II references an 8-week training program, which is extremely challenging with a three-month implementation. Would AHCT please revise the implementation timeline to better accommodate the need to develop a training program and hire CSRs while still providing an 8-week training?	Based on the current curriculum design, training includes 4 weeks of classroom training, and at least 2 weeks of a combination of intense role playing and nesting for all new CCRs. The program length can vary based on curriculum design or CSR role.
69	Item VII of the Customer Relationship Management section references Tier 1, Tier 2, and Tier 3 services. Is the Contractor responsible for providing all three tiers of service?	The Contractor will be responsible for Tier 1 and Tier 2 services. Tier 3 services are handled by the Exchange's internal Customer Resolution Team.
70	Item X of the Customer Relationship Management section references 50 Exchange users for the CRM. How many Exchange users will need licenses for the telecommunication system	The Exchange does not use the Contractor's telecommunications system.
71	Tab 16 states the Executive Summary is a separate document to the proposal. Is the Executive Summary required to be separately submitted or included with the technical proposal?	The Executive Summary should be included with the Technical Proposal.
72	Do non-OE hours of operation end at 4pm or 6pm?	Currently non-OE hours of operation end at 4PM. The Exchange is considering expanding the hours of operation until 6PM during non-OE.
73	How will the vendors responsibility for Tab 7 and response approach differ if the Exchange chooses to retain its Oracle CRM versus if the respondents CRM is utilized?	Please see answer to question 31.
74	Is the Exchange looking to replace the system or CRM or provide call center support?	This Request For Proposals (RFP) is for Call Center Services.
75	How many FTEs are currently supporting this business?	Currently, the call center has approximately 240 staff members.
76	What is the FTE split between Contractor and AHCT?	All call center agents are FTE's of the Contractor
77	What prompted the issuance of this RFP?	The Exchange issued this RFP to comply with its internal procurement policies and to seek Proposals from qualified Respondents that can provide the requested services at competitive market rates.
78	What pain points are you currently trying to solve for?	Please see answer to question 77.
79	Can AHCT please provide actual KPIs across all support channels for the last 18 months?	See attached document "2023-2024 KPI's for Call Center."
80	Can AHCT please provide volumes for both chat and email for the last 18 months?	Please see answer to question 51.
81	Can AHCT please provide contact volumes at the interval level (30-minutes) for the last 18 months?	Please see answer to question 48.
82	Are agents universally skilled and/or specialized by channel/contact type?	Agents are skilled by contact type.
83	To your knowledge, what is driving volume increase month-over-month and year-over-year?	The Medicaid Unwind increased volume and average handle time for 2023.
84	Does Connecticut offer in-person support?	The current call center Vendor has historically provided additional resources during Open Enrollment to staff enrollment fairs and enrollment sites under a separate addendum to the Call Center Management Agreement.
85	Are there any mail or printing requirements as a part of this opportunity?	No.
86	Would AHCT find it permissible if the Contractor established a presence in Connecticut post-award?	The Exchange prefers brick and mortar staffed with a Connecticut workforce.
87	Can AHCT please provide monthly and annualized attrition for the last 12 months?	The Call Center attrition rate for 2023 was 10.2%
88	Will the Contract be awarded to a single vendor or multiple vendors?	The Call Center Management Agreement will be awarded to a single vendor.
89	Does AHCT currently or are you interested in using speech/data analytics?	The Exchange does not currently use speech/data analytics, but it is interested in this technology.

90	Are the KPI penalties negotiable?	Please see the RFP, Section 4 - Key Performance Indicators.
91	Is there a grace period before KPI penalties are enforced?	Please see the RFP, Section 4 - Key Performance Indicators.
92	Could you define a billable hour?	The Exchange requests a PMPM pricing model .
93	Can supervision be billed separately?	No, supervision costs should be included in the PMPM rate.
94	Is there an attrition training allowance?	Turnover rate is defined as the number of CSRs who left their job (involuntarily) with Contractor (or its staffing subcontractors) more than thirty (30) days after the completion of initial training during the measurement period, divided by the total number of CSRs recorded as working on the Exchange account at any point during the measurement period multiplied by (one hundred) 100. The number of CSRs at the beginning of the measurement period will be determined by the number of individual CSRs that have been registered and authorized as active users of the Exchange HIX system on the first calendar day of the month beginning after the thirtieth (30PthP) day after completion of training. This calculation shall not include turnover related to ramp-ups and ramp-downs associated with changes to TSL or to accommodate Open Enrollment periods. The Exchange does not track attrition during the training period nor does it penalize the call center vendor for attrition during this period.
95	Are chatbot services required?	No.
96	If chatbot services are required, is the Contractor required to implement them on Day 1 of Go-Live?	Please see answer to question 95.
97	Are there any enhancements to the phone system or CRM that AHCT would like to see	The Exchange is interested in all IVR and CRM enhancements.
98	Is the implementation of the phone system expected to be "like-for-like" where the new Contractor will mirror the present architecture of the current phone system?	The Exchange is open to changing the IVR flow and capabilities.
99	Access Health CT Learning Center Consumer Portal – is it expected that this proposed solution will implement a new member portal, or will the Contractor need to integrate with the existing one?	The Contractor will need to integrate with the existing member portal.
100	Please specify the level of background checks that will need to be taken/passed.	Please see the RFP, Appendix G, Section 5.5.
101	Contractor must transfer all data, then all other relevant data. What is this relevant data determined by the Exchange? When will this relevant data be determined by the Exchange?	This would be determined during the finalization of business terms and contract negotiations with the selected Respondent.
102	What is the requested format of the Data Conversion Plan?	Please see answer to question 101.
103	Is there a list of interested bidders for this solicitation anywhere? I do not believe there will be any pre-bid conference, correct?	There is no list of interested bidders or any pre-bid conference.
104	We are assuming the RFP is open for partners to bid together. This way we can bring the best-in-class services for the Exchange. Please help us validate our assumption.	Yes.
105	Can we meet the requirements of healthcare and health operations – particularly with respect to ACA and Medicaid knowledge by upfront training all the assigned employees before the transition?	Please see the RFP, Section 2 - Selection Criteria.
106	In Section 2, Selection Criteria, part A. Experience and Qualifications, item b. It states, "Depth and quality of experience in transitioning call center services for other ACA exchanges of comparable scope and size, and transition experience with the Exchange's current Call Center vendor, TTEC." Does this mean that only those vendors that have conducted a hand-off where TTEC was the departing Prime Contractor are deemed qualified? Or could this be interpreted as a hand-off of similar size and complexity with a vendor of similar capabilities as TTEC?	This means a hand-off of similar size and complexity with a vendor of similar capabilities as TTEC.
107	Is the training period itemized on page 12 billable to the contract? Is the duration of training from 3/15/2025-4/1/2025?	Please see the RFP, Appendix D - Pricing/Cost Proposal Submission.
108	Item XVI on page 18 states, "The Contractor's system and procedures shall provide language translation services whether through Call Center personnel or through a language line service; TTY shall also be provided." Is there a list of required languages that must be covered by the Customer Service Agents?	The Contractor is required to staff Spanish speaking agents. The call center vendor is also responsible for engaging third-party interpretation services that can provide the languages noted at: https://www.accesshealthct.com/language-help/ .
109	What percentage of staff is currently located in CT?	Approximately 25% of the call center agents are located in Connecticut
110	What positions are considered core staff and therefore required to be based in the New Haven-Hartford area?	Call agents, team leads and supervisors are considered core staff.
111	Would CT be interested in having us automatically transfer call recordings to their secure FTP site?	The Exchange would be open to this option.

112	How does the state propose a reduction in AHT with new agents? The handle time for the 2023 is around 15:30 minutes and the KPI is for an AHT of 14 minutes and under.	The average handle was high in 2023 due to the Medicaid unwind and insufficient staffing in the call center.																					
113	Why has the average handle time increased consistently since May 2023?	The average handle was high in 2023 due to the Medicaid unwind and insufficient staffing in the call center.																					
114	Will the exchange provide more recent call volume and handle time data since January 2024?	<table border="1"> <thead> <tr> <th>MONTH/YEAR</th> <th>CALLS OFFERED TO CALL CENTER</th> <th>AVERAGE CALL HANDLE TIME</th> </tr> </thead> <tbody> <tr> <td>January 2024</td> <td>110,687</td> <td>14:07</td> </tr> <tr> <td>February 2024</td> <td>85,933</td> <td>13:28</td> </tr> <tr> <td>March 2024</td> <td>78,145</td> <td>14:06</td> </tr> <tr> <td>April 2024</td> <td>72,595</td> <td>14:26</td> </tr> <tr> <td>May 2024</td> <td>62,399</td> <td>14:26</td> </tr> <tr> <td>June 2024</td> <td>56,467</td> <td>14:27</td> </tr> </tbody> </table>	MONTH/YEAR	CALLS OFFERED TO CALL CENTER	AVERAGE CALL HANDLE TIME	January 2024	110,687	14:07	February 2024	85,933	13:28	March 2024	78,145	14:06	April 2024	72,595	14:26	May 2024	62,399	14:26	June 2024	56,467	14:27
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115	What is the historical monthly volume and handle time of inbound chat and email? To most accurately forecast staffing requirements, we request at least one year of this data.	See response to #47 and #51																					
116	According to traceability matrix F14.7 cloud service providers must be FedRamp authorized. Does this require that all vendor proposed technologies be FedRamp certified?	If the technology will process and/or store consumer PII data, the cloud provider would need to adhere to the FedRAMP Moderate Baseline.																					
117	The RFP requests dashboards be installed at the Exchange's offices. Would virtual, online access that is available 24/7 fulfill this requirement?	Yes.																					
118	Can you confirm that all insurance requirements apply to subcontractors, even if they have a small role?	Yes, all insurance requirements apply to subcontractors; however, the Exchange is willing to consider alternative insurance requirements for subcontractors that will have a very limited role in the provision of call center services.																					
119	The RTM F16.1.c and F16.2 ask for an executive summary. Should one be included in the body of the response and then the other be attached a separate document when submitting?	The Executive Summary should be included in the Technical Proposal.																					
120	Will TTEC have to submit a bid or they under contract and can be extended without a response to this bid?	The current call center vendor must submit a Proposal in response to the RFP.																					
121	When you state the min requirements - are they pass/fail and would it disqualify a vendor?	Yes.																					
122	Is multifactor authentication required? If so, please describe the 2nd factor.	Yes, as per NIST SP 800-53 framework. Asymmetric key cryptographic authentication would be preferred. List of authentication factors: something you know, such as a password or personal identification number (PIN); something you have, such as a physical authenticator or cryptographic identification device; or something you are, for example, a biometric.																					
123	Will vendor agents be taking credit card transactions?	No.																					
124	Can you please share a copy of your preferred BAA that will be used?	Yes, please attached BAA.																					
125	Is there a screen recording requirement? If so what % and does it follow the same 10yr retention requirement for voice recordings	Yes, all calls should be screen recorded and retained for 10 years.																					
126	Can vendors assume that Oracle Service cloud can be provided for call tracking and the associated license costs?	Please see the answer to question 29.																					
127	Is an MPLS connection required?	Yes, an MPLS connection is required to ensure secure and reliable communication between our various sites and the central data center. This will help in maintaining the necessary performance and security standards.																					
128	Can the new vendor use Oracle Customer Relationship Management system that is in place today? If yes, who needs to own it and support it?	Please see the answer to question 29.																					
129	How is TTY and Relay Services delivered today by the incumbent? (a) 3rd Party Service (b) Incumbent technology stack	The current call center vendor utilizes a third-party TTY service provider.																					
130	If the Contractor uses Cloud-based services for Call Center, IVR or CRM, is FedRamp certification required?	Yes.																					
131	Does the Exchange require the contractor to setup a new, dedicated, Root Active Directory and Domain for this project?	Yes, the Exchange requires the contractor to set up a new, dedicated Root Active Directory and Domain for this project to ensure isolation and enhanced security for the project's infrastructure.																					
132	Other than Check Point, what other Firewalls does the Exchange recommend?	Besides Check Point, the Exchange recommends considering firewalls from vendors such as Palo Alto Networks, Cisco ASA, and Fortinet.																					

133	What firewall manufacturers will the Exchange not approve?	The Exchange will not approve firewalls from manufacturers that do not meet our stringent security and performance criteria. Specifically, we do not approve of firewalls from lesser-known or unproven vendors that have not demonstrated a consistent track record of security and reliability.
134	With Windows 10 OS reaching End of Life in October 14, 2025, when does the Exchange expect to migrate to Windows 11?	The Exchange intends to begin the migration to Windows 11 well before the End of Life date of Windows 10. We aim to complete the migration by mid-2025 to ensure that all systems are updated and secure before the deadline.
135	Can a vendor offer a contact center in the State of Connecticut and augment it with WFH in the US?	The Exchange prefers the call center is staffed with a Connecticut workforce.
136	Do the agents have to reside in a facility (B&M)?	Please see the answer to question 135.
137	Can you please provide AHT, volumes, and call arrival patterns by 1/2 hour intervals for peak and non-peak months separated by QHP and Medicaid call types as well as by voice and chat?	Please see the answer to question 53.
138	Can chat volumes for general inquiries be provided by QHP and Medicaid by month and AHT?	We do not separate chats by QHP/Medicaid.
139	Is Spanish speaking / chat agents required?	Yes, the Exchange requires English and Spanish speaking agents
140	Can you provide any additional insight on the requirement to have a location with Connecticut? E.g., Min size - sq. ft?	The Exchange does not have specific requirements for size, location, etc.
141	Can this be an admin office or do we need to staff the contact center from this location?	Please see answer to question 86.
142	Are there any minimum staffing requirements?	Please see the RFP, subsection B of Section 3 - Scope of Work. Please also see the RTM, Tab F5 - Staffing-Workforce Management.
143	Would you consider awarding this contract to more than 1 vendor?	No
144	If this contact was awarded to 2 or more vendors; would both need to provide a contact center in the state of CT?	Please see the answer to question 143.
145	If this contact was awarded to 2 or more vendors; would you want both vendors to provide the technology for operations or would you expect one vendor to extend the systems and applications to the other vendor?	Please see the answer to question 143.
146	Who is the current Language Line services? Vendor's responsibility or State of Connecticut?	The language line services is the responsibility of the call center vendor
147	What are the requested Payment Terms? (Ex. net 30, 45, 60)	Current contract with the Call Center Vendor is net 30
148	What is the policy on number of associate monitors / coaching per month?	Currently the contract requires a minimum of 3 quality reviews per agent per month
149	How many quality monitors are required per agent per month? Does it differ by OE and non-peak volumes?	Currently, the contract requires a minimum of 3 quality reviews per agent per month. It does not change for Open Enrollment
150	Is Work from Home an option or is Hub & Spoke preferred?	The Exchange prefers brick and mortar but is open to WFH.
151	Is refresher training required? If so, how many hours historically?	The Exchange expects the call center vendor to have a policy or program that sets forth the frequency and necessity of refresher training.
152	How long is the current training?	Please see the answer to question 68.
153	How long is the current nesting?	Please see the answer to question 68.
154	Can any of the current training materials be repurposed by the new vendor?	The Exchange provides the new hire curriculum.
155	Do you have a certification process and exam for certifying agents who are "not current" can be certified as current? (Viz. F4.12)	New hires must complete new hire training and pass an assessment.
156	May we make recommendations for training improvement at any time or must we do that on the annual cycle described in F4.5? (Viz.F4.7)	The Exchange encourages the call center vendor to suggest training improvement at any time during the year.
157	Is there an option to provide service in a permanent WFH environment?	The Exchange prefers brick and mortar but is open to WFH.
158	What timelines are we looking at for the coverage of the forecast data? Example – 30 days, 60 days, 90 days . What increments will be supplied? Example – Monthly, Weekly, Daily, Interval – 30 minutes	Please see the RFP, Appendix A, Section II - Call Volume
159	What is the percentage of Spanish volume to be supported?	Please see the answer to question 19.
160	What is the percentage of outbound calls vs. inbound calls?	Please see the answer to question 49.
161	What timelines can we expect as it relates to forecasting? Example – 30 days, 60 days, 90 days. At what time will the forecast be "Locked"? What increments will be supplied? Example – Monthly, Weekly, Daily, Interval – 30 minutes	Currently, the Exchange locks the forecast with the current call center vendor 30 days prior to the following month. The increments are daily/weekly/monthly.
162	What is the percentage of Spanish volume to be supported?	Please see the answer to question 19.
163	Can call volume and AHT be split between QHP and Medicaid?	Call volume and AHT are not split between Medicaid and QHP
164	Please confirm the reason for increased AHT in 2023/2024, compared to 2022.	Please see the answer to question 112.

165	Can the respondent assume that the existing 1-800 number be mapped to the new telephony platform, or should the respondent provide a new 1-800 service number along with the telephony platform?	The existing toll free numbers can be mapped to a new telephony platform.
166	What percentage of the existing call center agents are based out of Connecticut?	Please see the answer to question 109.
167	How many Toll Free and Direct Inward Dial numbers currently support the exchange?	Approximately 50.
168	What is the reporting & analytics system used today ?	The current call center vendor provides its own reporting and analytics systems and gives access to the Exchange.
169	What's the % of web-based self applications that are incomplete and require human follow up?	Please see the RFP, Appendix - Tables & Figures, Section II - Call Volume
170	What is number of outbound campaigns executed per month?	Please see the answer to question 49.
171	Please provide the volumes based on line of business viz., Medicaid/CHIP, and QHP including their AHT for the past 24 months. Currently the volumes and AHT are consolidated in the RFP.	Call volumes and AHT are not split between Medicaid and QHP.
172	Please share the call volume transfer rate for T1 to T2, and from T2 to T3 for each line of business viz., Medicaid/QHP.	The Exchange does not track the percentage of cases escalated but rather cases worked by Tier 2 . During Open Enrollment, Tier 2 cases worked per month averages around 4,500. During non-Open Enrollment periods, Tier 2 cases worked per month averages around 2000. All cases escalated from Tier 1 to Tier 2 are via the CRM. The Exchanges Tier 3 team tracks overall cases closed as they receive cases through multiple sources. On average , Tier 3 closes 1300 cases per month.
173	Kindly provide the volume and AHT for the outbound calls for the past 24 months.	Please see the answer to question 49.
174	Please share the existing KPIs metrics report for the past 24 months.	Please see attached document "2023-24 KPI's for Call Center."
175	Is there any intent-based data available to show the associated volumes and AHTs by channel? If yes, please share the details.	Please see the answers to questions 47 and 51. See also the RFP, Appendix A - Tables & Figures, Section II - Call Volume.
176	Please provide the volume details for non-English language support viz., Spanish, for each line of business (Medicaid/CHIP and QHP), and associated AHT.	Call volumes are not split on the front end between Medicaid and QHP.
177	Does Exchange currently own and manage the Oracle CRM? What are the current challenges with Exchange platform that the State is looking for other options?	The current call center vendor utilizes a vendor to manage the current Oracle CRM.
178	Are the existing call center agents using Oracle CRM integrated desktop to provide their services? If the agents are using an integrated desktop, is that desktop able to be transitioned to the new vendor?	The Oracle CRM is used for documenting calls and escalating cases. The data in the CRM would be transferred to the new call center vendor's CRM solution.
179	How are process changes managed in Oracle Knowledge management system?	The current call center vendor's CRM vendor manages process changes to the CRM.
180	Please provide a list of use cases and integrations for the Oracle CRM to support estimating a replacement?	This will be made available after the contract is awarded.
181	How many exchange staff use the CRM to process Tier 3 transactions?	The Exchange's internal Customer Resolution Team and insurance carriers, and the Department of Social Service liaisons utilize the CRM. Total users is approximately 100 at this time.
182	How many data sources does the Exchange and the State of Connecticut have to which we will need to build secure VPN tunnels?	The Exchange and the State of Connecticut have approximately two data sources that will require secure VPN tunnels for data exchange. This includes connections to various state databases and external partners.
183	How do you categorize the customers and does the case resolution SLA vary with the type of customer?	SLAs do not vary with consumer type.
184	RFP provides only voice as the channel. Are there additional channels that will need to be supported? If yes, what are the volumes, AHT, concurrency?	Yes, please see answers to questions 47 and 51.
185	Can we assume that the number of call types resemble the types of cases and are work orders being used/or is anticipated?	Case escalation types can vary based on the time of year. The Exchange and call center vendor created a taxonomy for call tracking types in the CRM.
186	Assuming standard knowledge management solution need to be implemented - please confirm if there are specific requirements in knowledge management.	Currently, the call center vendor utilizes its own knowledge management database.
187	Can we consider standard case escalation process? Under which all scenarios do cases get escalated?	This can be discussed in the negotiation phase.
188	Can we consider standard reporting and ~10 custom reports will be required in CRM? Do you have any existing data visualization tool for reporting/dashboarding?	This can be discussed in the negotiation phase.

189	What are the specific integration points and requirements for interfacing with the current HIX system and Oracle Service Cloud CRM?	The integration points and requirements for interfacing with the current HIX system and Oracle Service Cloud CRM include secure API endpoints, real-time data synchronization, and adherence to HL7 standards for health information exchange. Detailed documentation will be provided upon project initiation.
190	Do you have middleware set up available and a team maintaining it? If yes, what is the middleware?	Yes, the Exchange has middleware set up and a dedicated team maintaining it. The middleware in use is IBM WebSphere.
191	Can we consider that importing existing customer and case information in the new CRM will be required? Can you please share if we have other data migration needs with data volumes?	Yes, existing customer and case information will need to be imported into the CRM.
192	Do you have dev ops set up available and a team working in dev ops?	The Exchange is in the process of building a devops team as part of modernization.
193	How should synchronization between the CRM, self-serve portal, and other systems be designed/built (real-time vs batch integration) to ensure real-time updates and accuracy?	Synchronization between the CRM and other systems should be designed for real-time integration to ensure immediate updates and data accuracy. However, batch integration can be used for non-critical data where real-time updates are not necessary. The choice of synchronization method will depend on the specific use cases and data sensitivity.
194	Self-Serve Portal Requirements: Can we assume ~15 processes with appropriate features and user experience will need to be built in self service portal?	Currently, the Exchange does not have self service options, but it would be interested in implementing them in the future.
195	Performance Monitoring: How should the performance of the CRM and self-serve portal be monitored and reported?	Currently, this is the responsibility of the call center vendor and its CRM vendor.
196	Will the go-live be all at once or a phased approach based off of LOB? If phased, please share split of users by LOB and preferred go live dates.	Go-live will be all at once.
197	Does the CRM currently generate and e-sign any documents? If yes, please share the use cases, technology used and storage of the documents.	No.
198	What support is the incumbent expected to provide during the 3 month implementation schedule?	A transition plan will be created to determine the specifics of incumbant support during this time period.
199	The RFP states, "Performance in the United States." Can contractor use resources outside of the United States, prior to go-live, in the setup and configuration of the systems provided as long as the off-shore resources do not have access to the citizen data?	No.
200	Can technology resources from offshore locations (outside of US) work during transition and post-go live phases of the project? Will they have access to production environment?	No.
201	Kindly confirm if you have call volume containment in the IVR. If yes, please confirm what % of inbound calls are contained in the IVR now.	The Exchange's IVR does not offer self service at this time.
202	Please share the current IVR workflow and design.	The IVR currently has 7 prompts that either provide information or route to an agent.
203	Please share whether there is a preference if the vendor will own the licensing for the technology platforms (CRM, CCaaS)?	The call center vendor will own the licenses for the CRM and the CCaaS.
204	Will the vendor be required to transition the entire ACD / PBX / CCaaS platform to State of CT at the end of the contract or is data transfer alone sufficient?	Only the data.
205	Is it an option to transfer the current technology stack (ACD, TTY etc.,) from the existing vendor to the new provider?	No
206	RFP states using Windows 10 PC's. Do the Exchanges systems work with Windows 11?	Yes.
207	Which version of Genesys are you running today? Is it on-prem or cloud? If cloud, which version of Genesys cloud?	The Genesys software is utilized by the current call center vendor.
208	Does the vendor need to provide the Learning Management System mentioned in Appendix E or is that provided by the State?	The Exchange provides the Learning Management System.
209	Based on answers to questions being posted on 8/2, could the proposal due date please be extended by two weeks to allow sufficient time to update pricing and proposals based on the clarifications provided with the answers	The Exchange will follow the schedule outlined in the RFP.

210	RFP shows Cover Letter and Executive Summary grouped together and in RTM document Tab F-16 it says Executive Summary is to be submitted as separate document. Please clarify if Executive Summary and Cover Letter are to be included in same volume and submitted as separate document and that no cover letter is needed with Technical Proposal.	The Executive Summary should be included with the Technical Proposal, ideally after the Cover Letter.
211	Please confirm by this language that no point-by-point narrative response is required for Sections 1-6 of the RFP.	Please see the RFP, Section 13, Subsections III & IV. Respondent should use its judgement in providing all requested information in its Proposal.
212	Appendix B RTM Document Tab F-16 Please confirm that the Exchange does not expect to see responses to these items in the workbook as they will be covered in the narrative response portions of the proposal.	Correct.
213	There is no information listed in the drop-down areas of the RTM tabs and no ability to add the required response without an error. Please re-issue RTM workbook with working fields.	A corrected RTM has been uploaded to the Exchange's Solicitations page. Please see: https://agency.accesshealthct.com/solicitations .
214	Is there a size limit for the files that can be sent via email and if they are too large will multiple emails numbered accordingly be accepted?	There is no size limit for files. If needed, multiple emails containing the the Proposal can be sent. The Respondent should state in the subject line 1 of 3 emails, 2 of 3 emails, etc.
215	Regarding experience in providing call centers, RFP Section 2, pg. 7(a) says 3 years and RTM Tab F-16 (row 19) says 5 years. Please clarify which timeframe to use.	Respondents should provide relevant experience within the past 3-5 years.
216	The RFP restricts page size to 8 ½ X 11 inch paper. For complex documents like Microsoft Project plans and architecture diagrams, may Bidders use larger paper folded down to 8 ½ X 11 inch size?	Yes.
217	The RFP requires Bidders to respond using 12-point font. May Bidders use a smaller, still readable font for each of the following: a) headers and footers b) requirement text c) exhibits/figures/graphics d) tables	Yes.
218	We will complete and return the State of Connecticut Campaign Contribution Certification form but there was no form included for the Offer of Gratuities certification. Will the Exchange be providing an additional form for Offer of Gratuities Certification, or may the vendor provide a certification statement included with our proposal? If yes to latter, where would the Exchange prefer that statement to be included?	Respondents should include a statement certifying that: no elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract. This statement can be included in the Cover Letter or any other part of the Proposal where it can be easily located.
219	Please confirm that financials are NOT expected to be provided in our proposal but available upon request.	Correct.
220	Can we provide milestones for each of the deliverables in the transition price schedule. If yes, can the bidder include the detail in the price proposal or will it be finalized during post award.	Milestones can be included in the Technical Proposal, but the corresponding costs associated with such milestones must be included in the Pricing Proposal only.
221	Can the offeror submit a pricing narrative?	Yes, as part of its Pricing Proposal.
222	Can the state confirm that the table A and B will be paid based on the range that the volume is in (tier pricing) or will there be an additional amount for each range over the base range (layer pricing)?	Please see the answer to question 54.
223	Can the state confirm that the bidder can include a table to detail the proposed value-added services?	Yes.
224	Can the state confirm that the purpose of this table is to allow the bidder to propose SLA/KPI adjustments or to account for discount rates? If yes, will this table be applicable to Table A and B in section II?	The grid in the RFP. Appendix D - Pricing/Cost Proposal Submission, Section III - Pricing Impact Schedule, is for proposed KPI/SLA changes.
225	III. Pricing Impact Schedule – KPI/SLA Changes Please explain your intent of this table.	Please see the answer to question 224.
226	Appendix D, III, Pricing Impact Schedule/Abandoned Percent and Average Speed to Answer Please define the relationship between these two columns that should be considered when respondents calculate the % of rate change?	Based on experience, the higher the speed of answer the higher the abandonment rate.
227	When calculating the % of rate change are respondents to consider the rate change based upon both metrics aligning? For instance, if abandoned rate is 5% and the average speed of answer is 60 seconds. Or, would the % of rate change be based upon either column, such as abandon rate is 5% or the answer rate is 60 seconds?	The rate change is based on both metrics for consistency.
228	Should respondent's calculation be based upon an abandonment rate between 5 minutes and 6 minutes and an average speed of answer between 60 seconds and 90 seconds and so on for the subsequent rows?	Please see the answer to question 227.
229	Please define the purpose for this table, is this intended to be used in future contractual changes to the KPI/SLAs?	Please see the answer to question 224.
230	Is the adjusted PMPM rate applicable to all the deal term or just the base 3 years term?	The adjusted PMPM rate is applicable to the entire term of the Contract.
231	Can the state please confirm the payment terms on this contract?	Net 30.
232	Please provide the current fiscal year budget.	Please see the answer to question 21.

233	Please define what the selected vendor's required responsibilities are between the Start of the Staged Production Rollout and Go-Live. Is this a readiness demonstration phase or will the vendor be taking calls during this time?	The responsibilities of the contractor for the Staged Production Rollout will include, but is not limited to, testing of systems, initiating the transfer of the toll free lines with incumbent vendor, and finalizing cutover plan.
234	Are voice analytics and desktop analytics required or simply examples of possible processes and methodologies respondents may propose to optimize services?	The Respondent should respond with the technologies, processes and methodologies that they are proposing to the Exchange.
235	Please explain how the Training Plan can be approved at the same time as the execution of the contract? Is the awarded vendor expected to initiate work prior to execution of the contract? Will the Agency staff be available to participate in requirements gathering sessions prior to execution of the contract?	The Training Plan will be developed in conjunction with contract finalization. It is expected that the new call center vendor will initiate work prior to the execution of the contract.
236	Please define "distributed access points"	"Distributed access points" refers to licenses.
237	Please confirm that all call center agents must be located in the State of Connecticut in accordance with Connecticut General Statute 31-57aa section (h),	The Exchange is a quasi-public agency created by the State of Connecticut pursuant to Public Act 11-53. It is not a "state agency" as such term is used in CGS § 31-57aa(h). Accordingly, CGS § 31-57aa(h) is inapplicable to the Exchange.
238	Can you please provide a breakdown by month of call volumes associated with Medicaid and QHP separately?	Please see the answer to question 138.
239	In Appendix D, III Pricing Impact Schedule KPI/SLA Changes it states Average speed of answer. Please confirm this measurement is in seconds.	Yes, the measurement is in seconds
240	"Prior to the execution of the Agreement, the Contractor shall develop, execute, and maintain a communication plan that will identify the processes and procedures the Contractor shall follow to inform all Call Center stakeholders about the transition, including systems, policies and procedures necessary for (i) the transition of consumer calls to Contractor; (ii) the status of the transition and the current" Please confirm the intent is that the selected respondent will produce the Communication Plan following contract award, but prior to execution of the contract.	Correct.
241	If Access Health decides to continue operations using your current Oracle CRM, is it your intention for the selected respondent to provide all technical maintenance and operations support the Oracle CRM?	Please see the answer to question 31.
242	Please furnish the volume of documents that must be stored by the selected respondent	There are no paper based documents stored with the call center vendor.
243	Please provide the volume of paper-based knowledge information that must be transitioned to the Contractor's knowledge management system	Please see the answer to question 242.
244	Will TTEC's Wind Down plan be made available to the Respondents?	TTEC's Wind Down Plan will be made available after the contract is executed.
245	How many designated broker agencies are there and what are their assigned territories?	Brokers are certified individually by the Exchange after they are licensed with the State of CT and appointed with the Exchange's insurance carriers. The Exchange has approximately 600 certified independent brokers serving CT residents.
246	Are the "Approved Brokers" different than the "Designated Brokers"? If so, what are their differences? What type of caller is sent to each?	"Approved" and "Designated" mean the same thing.
247	Can you please provide a breakdown by month of anticipated outbound call, chat and Tier 2 escalation call volumes associated with Medicaid and QHP?	Please see the answer to question 49 for outbound calls. Please see the answer to question 47 for chat data.
248	Can you please provide a breakdown by month of anticipated outbound dialer campaigns associated with Medicaid and QHP?	Please see the answer to question 49.
249	Please provide a list of all systems that require integration with the contractor's telephony system.	Currently there are none. The Exchange is interested in self service options through the IVR
250	Please provide a list of all systems that require integration with the contractor's CRM system	The Exchange's enrollment & eligibility HIX system.
251	Can you provide the average monthly volume of calls that are transferred to broker agencies?	Transfers are made after an application is completed and a consumer request assistance with picking a plan. Transfers do not impact inbound calls. The Exchange does not track the monthly volume of calls that are transferred to brokers.
252	Please confirm the standard hours of operation is 8am to 6pm or 8am to 4pm	The Exchange desires to expand current call center operating hours to 8AM to 6PM.
253	Included three (3) client references for all key staff proposed (Name, title, phone, e-mail, and project). Please provide the location within the respondents' proposal to furnish these references.	The Respondent should make the determination of where to include the three (3) client references in its Proposal.

254	Can the Exchange provide historical volume and AHT for Chat and/or E-mail?	Please see the answers to questions 47 and 51 for volumes for chat and email.
255	What is the breakout percentage of English and Spanish calls for the provided volume?	Please see the answer to question 19.
256	This section states that the AHT per call average will not exceed 14 minutes, however, in the historical AHT provided in Appendix A there are only 3 months since January 2023 where this goal was met. Please share any data since January 2024 that would affect this goal. Please share historical data for AHT since February 2024.	Please see the answer to question 114.
257	Please provide specific details on any location requirements for call center agents, such as work required to be performed within CT, requiring residency within CT, proximity to the a physical call center location or other requirements. Please clarify any location requirements for staff other than call center agents, such as technical resources, management, supervisors, etc.	Please see the answer to question 141.
258	Can the Exchange provide a list of languages which will require translation service support?	Please see the answer to question 108.
259	Do any languages other than English and Spanish require live operator support? If so, which?	No. Please see also the answer to to question 108.
260	Will there be a requirement for live agent outbound call campaigns in addition to virtual agent campaigns?	Please see the answer to question 49.
261	Please provide volume of outbound campaigns	Please see the answer to question 49.
262	Is there a CSAT already developed?	The CSAT is already developed. The Exchange is open to feedback and proposed changes from the new call center vendor.
263	Can the Exchange confirm if curriculum for topics of Call Center Training and Foundational Knowledge is provided?	The Exchange develops the training curriculum.
264	Please clarify audience and time frame required for pre-open enrollment refresher training. Is this required for all roles?	All call center staff using the Exchange's enrollment and eligibility HIX system, as well as training staff, are required to complete this training.
265	Please clarify what the 4 trainer requirement is based on. If the vendor has an alternative solution regarding training staff that maintains the same level of training quality, will the State accept this?	The Exchange is open to discuss this topic.
266	Please provide any classroom trainer/trainee ratio requirements.	The suggested trainer/trainee ratio is 30:1. The Exchange is open to discuss this topic.
267	What is the sensitivity of data (Medical related, also PCI?)	Personally Identifiable Information (PII) and Protected Health Information (PHI) must be handled and safeguarded in accordance with applicable state and federal law.
268	F14 RTM Where is data stored? Who maintains the data?	The call center vendor maintains all call center data.
269	F14 RTM What are the levels of adherence to all areas identified? (MARS-E, HIPPA, ACA, HHS	FedRAMP Moderate Baseline, CMS MARS-E 2.2, NIST SP 800-53, etc. See Tab F14.1 of the RTM.
270	Is the pricing schedule to show a unit per member per month rate or the total Price for the Tier?	The pricing schedule should show unit per member per month.
271	Is the pricing schedule to show an incremental rate per Tier or the full rate?	Please see the answer to question 270.
272	For Billing Purposes, will customer get paid for the number of members at each tier? For example, if we have 85,000 members on the Exchange, will we bill 75,000 at the 1-75,000 members rate and 10,000 at the 75,001 to 85,000 Tier rate? Or will we bill all 85,000 at the 75,001 to 85,000 Tier?	Please see the answer to question 54.
273	Can you describe what rate should vendors show on the column Adjusted PMPM Rate since it could be different depending on the Tier and the type of Member?	Please see the answer to question 227.
274	If remote work is permitted, what are the minimum internet speed requirements?	The current requirements for the Exchange's call center vendor are: agents must have a hardwired DSL, fiber, or cable internet via an ethernet connection, minimum download speed 10 Mbps, minimum upload speed 5 Mbps. And Ping less than 60 ms.
275	Is the CSAT to be provided/developed by the contractor or provided by The Exchange?	Please see the answer to question 262.
276	Does the Exchange require a North American solution?	Please see the RFP, Section 8 - Approach/Methodology, Subsection B - Locations.
277	Is the exchange open to an WFH solutions?	Please see the answer to question 141.
278	Is the contractor required to provide translations services? If so what languages need to be supported?	Please see the answer to question 108.
279	Can the Exchange provide a list of fields the current CRM captures?	Please see the answer to question 15.

280	What percentage of the calls are outbound vs inbound?	Please see the answer to question 49.
281	What is the average handle time and wrap up time for email inquiries	72 hours or less.
282	Will the proponent's web chat feature need to integrate with the Exchange's website?	Yes.
283	What are the current ratios of agents working on the various contact streams	There are ~185 call agents, 9 agents on chat and 10 on escalations/emails.
284	Can the exchange provide daily arrival patterns?	This will be made available after the contract is executed.
285	Is the contractor required to provide screen recording and screen and desktop analytics? Please refer to Quality Assurance section, Page 25, of the scope of work	Yes.
286	Is the Web-Based Self-Registration Application to be provided by the contractor?	Yes.
287	How many Exchange staff member will require direct access to call center data?	A minimum of 3 Exchange staff members.
288	Please provide the incumbents pricing grids or equivalent from the previous request for proposal?	Please see the RFP, Appendix D – Pricing/Cost Proposal Submission.
289	Can the respondent deviate from the bid schedule outlined in Appendix D	Please see the answer to question 3.
290	Can you provide examples of current KPI reports	Please see the answer to question 79.
291	Can you provide a monthly breakdown of historic FTE counts?	The Exchange will provide the monthly breakdown of historical FTE counts once the contract is executed.
292	Does the Exchange currently use a single vendor?	Yes.
293	Does AHCT own and pay for licenses for the Oracle CRM, Genesys system and other ancillary software defined as "Equipment" in the table on Appendix E Business Process, Training & Technical Operating Information III. Technical Information and Operating Models Current Call Center Equipment Overview ?	The Exchange's call center vendor owns the licenses for Genesys and the Oracle CRM database. The Exchange owns the data.
294	Is the Oracle CRM currently integrated with the CT DSS ImpactCT eligibility and enrollment system to allow for the sharing of non-MAGI information ?	No.
295	If yes, please elaborate on the integration architecture	Not applicable.
296	If no, is seamless integration with the CRM and ImpactCT a transformative goal for AHCT and this project? If so, why is it important?	No. The Exchange does not have access to the ImpactCT system.
297	Is it AHCT's preference to enter into a direct cloud service contract for a complete modern CRM platform?	The existing CRM license is owned by the current call center vendor. The new vendor will need to procure its own CRM license. Please also see the RFP, Subsection D of Section 3- Scope of Work.
298	Is AHCT interested to include AI and GenAI capabilities in the CRM to aid in more advanced call center agent productivity which ultimately provides a better customer experience?	The Exchange is interested in new technological capabilities
299	Is AHCT interested in embedding AI-powered ChatBOTS (powered by the CRM) and other consumer self-service on your enrollment portal?	The Exchange is interested in new technological capabilities
300	What did AHCT learn and gain from the most recent RFI submissions?	The Exchange issued the RFI to learn more about current technology offerings and pricing from call center vendors.
301	Did AHCT host any vendor presentations following the RFI?	No.
302	Please confirm that contractors can hire remote (US-based outside of Connecticut) Contact Center agents and supervisors to support the scope of work?	Please see the RFP, Section 8 - Approach and Methodology, Subsection B. Service Locations.
303	We understand from the narrative that the incumbent notes approximately 150 agents Feb-Oct and 400 agents Nov-Jan each year. Please confirm that these levels of staffing are the maximum required and should AHCT's requirements change, and additional staff are needed, then AHCT and the selected vendor will negotiate an equitable adjustment.	The staffing model will be developed by the new call center vendor and approved by the Exchange.
304	Does the Exchange require that a new vendor use the existing Oracle Service Cloud Customer Relationship Management (CRM) in a new contract term? If so, does the Exchange provide those licenses to the vendor?	No.
305	In the "Requirements Traceability Matrix" the drop down of the column "Compliance" (all sheets) is coming blank and is not allowing any entries. Kindly share an updated version of the file.	Please see the answer to question 213.
306	The transfer rate target is 7.5% of resolvable calls, but the RFP states that a penalty will be assessed if the transfer rate rises above 5%. Please confirm the penalty only applies if the target of 7.5% is not achieved?	The penalty only applies if the target of 7.5% is not achieved.
307	Please clarify if there are any specific guidelines concerning font sizes particularly in graphics and other visual elements within the RFP. Are font sizes other than 12pt permissible for visual components?	Please see the answer to question 307.

308	Please specify the maximum file size allowed for submission of the RFP documents via e-mail?	Please see the answer to question 214.
309	For the email submission are we allowed to Zip all the files together and share in a single email?	Yes.
310	May we have a smaller font and/or margin, or larger page size allowance for graphics, charts and tables?	Please see the answer to question 214.
311	Section 12 (page 27) notes that respondents must include specific hourly rates for each category of employee who will provide services (excluding clerical staff), yet the implementation bid schedule does not include a column for this requirement and costs for ongoing operations are to be provided per member per month. Can the Exchange please clarify this requirement?	The hourly rates are for implementation and should be listed for each category of employee who will provide services. The per member per month billing goes into effect after Go-Live.
312	Please confirm if respondents should provide separate pricing for Dental? If so, can the Exchange please provide the pricing grid for dental.	No. Dental should not be separate.
313	In Appendix D Section III, respondents are to provide the percent change in rate and adjusted PMPM rate associated with reduced staffing needs from modified KPI/SLAs. Which volume tier (by enrollment type) should respondents use when populating the table?	The percent change is for all tiers.
314	Please confirm the table in Appendix D Section III should be duplicated for each identified enrollment type.	The percent change is for all tiers.
315	Operations to Date: What's working well currently? What needs enhancement?	The Exchange is focused on decreasing the number of uninsured residents, reducing health disparities and improving the consumer experience.
316	Challenges: Can you share any current challenges you may be facing on performance with current provider that you wish to address with this new partnership?	Please see the answer to question 77.
317	Trial Period or Pilot Phase: Would there be a trial period or pilot phase to assess the effectiveness of new BPO services before expanding to full-scale operations?	No.
318	Champ/Challenger or Single Provider: Does Access Health have a preference to split work in a champion/challenger model to elevate performance and innovation via collaborative competition, or prefer a single provider model?	The Exchange intends to engage one call center vendor.
319	Future Growth: Are there expectations for volume growth or expansion of products / services that we should anticipate?	The Exchange's mission is to decrease the number of uninsured residents, improve the quality of healthcare, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health coverage that gives them the best value.
320	Job Description: Does Access Health CT have an ideal candidate profile they would be willing to share to ensure success? A sample job description for recruitment and training purposes would be useful.	Call center staff are employees of the call center vendor and as such, the vendor will ultimately formulate the job description and required qualifications, with input from the Exchange
321	Training Material: Is Access Health willing to share any existing training material (i.e., FAQs, SOPs, etc.) at this time? AI, Automation & Digital Innovation: Is Access Health open to automation such as AI and/or Machine Learning for added impact?	The Exchange will share training materials when the contract is executed.
322	AI, Automation & Digital Innovation: Is Access Health open to automation such as AI and/or Machine Learning for added impact?	The Exchange is interested in new technological capabilities.
323	Innovation: VSS offers considerable omnichannel and AI solutions. Are there preferred solutions that Access Health would like for us to present to complement current operations	The Exchange is interested in new technological capabilities.
324	Service Delivery: Is the State open to nearshore or offshore options with related Healthcare experience?	See Section 8 Approach/Methodology B. Locations
325	Security and Compliance: VSS takes security and compliance seriously and we continuously work to ensure, adapt and improve the data security of our Clients and their customers. Are there specific expectations regarding data security, privacy, certifications and/or confidentiality protocols that we should plan for at this time?	Please see the RTM, Tab F14 - Logical Security
326	Budget and Pricing: Can Access Health please share expectations around cost to budget that we may target for impact? Is a current budget available for us to estimate any savings / ROI with VSS?	Please see the RFP, Section 12 - Pricing Proposal. Please also see the answer to question 20.
327	Insurance: Are there specific requirements around insurance coverage that we should be aware of at this time?	Please see the RFP, Appendix G - Call Center Management Agreement, Section 14 - Insurance..

328	A Respondent's locations for the Call Center must be located in the United States and must include at least one location within Connecticut. If we don't have a physical site in CT, will Access Health CT accept virtual hiring of agents who reside in CT? Does Access Health CT have a targeted percentage of the total staff to reside in the state of CT?	Please see the answer to question 109.
329	Will licensed agents be required or will these enrollment calls be sent to Brokers?	The Exchange does not staff the call center with licensed brokers. Consumers are referred to licensed brokers that are certified by the Exchange.
330	The Exchange encourages minority, women-owned, and disadvantaged businesses to respond to this RFP. If a bidder is not certified as minority owned will they be disqualified or at a disadvantage?	No.
331	Will member payments taken by agents?	No.
332	The Respondent shall submit a fixed cost proposal for all Transitional tasks, projects, materials, fees and services necessary to "Go Live" in accordance with the requirements in the RFP. Please define what a "fixed cost proposal" will look include?	Please see the RFP, Appendix D - Pricing/Cost Proposal Submission.
333	Call recordings should be available for how long?	Please see the answer to question 13.
334	Training is to be provided in the most effective manner, including distance learning, online web cast, hands-on labs, interactive scenarios and classroom based education to insure Call Center personnel are aware and capable of resolving the Exchange consumer issues, and/or that Tier 1 or Tier 2 Exchange Consumer Support are aware of any changes impacting their online management of a request. Can you please confirm training length as there is some conflict we read..... the RFP states 6 weeks + 2 for nesting and the RTM says minimum 20 days	Please see the answer to question 68.
335	With a train-the-trainer approach can you tell us who will train the initial classes?	The initial classes will be trained by the call center vendor with support from the Exchange.
336	Why is the CT State Exchange interested in making a change from TTEC? What were the shortfalls and needed improvements by the current vendor causing the release of this RFP?	Please see the answer to question 77.
337	Will the awarded bidder be providing staff to handle Tier 1, 2 & 3 call types?	Please see the answer to question 69.
338	What is the monthly cap/maximum on KPI credits/penalties for misses?	Please see the RFP, Appendix G - Call Center Management Agreement, Exhibit 3 - Call Center Services Performance Management Plan, Schedule A: Summary Table of Contractor KPIs.
339	In the Comments column are we to provide more detail on every line item?	The comments column is for any additional information the Respondent would like to provide.
340	Can we provide profiles of the individual staff resources we expect to assign to this program versus resumes as we will not launch for 6+ months?	Yes.

Call Center KPI's

	2023	Service Level	Abandonment	First Call Resolution	Blockage	First Call Resolution All Calls	Repeat Call Rate	Customer Satisfaction	Average speed of answer-chat function	Answer a question response time
	January	71.50%	2.44%	96.20%	0.21%	92.03%	3.78%	92.70%	0:21	≤72 hours
	February	77.80%	2.07%	95.50%	0.20%	91.04%	4.50%	91%	0:24	≤72 hours
	March	79.60%	1.68%	95.50%	0.17%	90.92%	4.50%	92%	0:16	≤72 hours
	April	82.90%	1.61%	91.50%	0.16%	91.46%	8.40%	91.40%	0:11	≤72 hours
	May	81.20%	2.04%	93.02%	0.46%	92.84%	6.98%	95%	0:22	≤72 hours
	June	78.50%	1.92%	93.64%	0.15%	93.22%	6.36%	94.59%	0:22	≤72 hours
	July	67.63%	4.42%	92.26%	0.35%	93.12%	7.74%	94.15%	0:53	≤72 hours
	August	45.57%	7.95%	92.81%	0.21%	92.59%	7.19%	93.82%	0:30	≤72 hours
	September	19.47%	22.46%	94.40%	0.25%	93.86%	5.60%	92.66%	0:50	≤72 hours
	October	45.14%	7.89%	92.50%	0.13%	92.47%	7.50%	92.56%	0:28	≤72 hours
	November	42.50%	7.58%	92.90%	0.63%	92.48%	7.10%	88%	0:17	≤72 hours
	December	67.80%	2.71%	93.00%	0.50%	92.47%	7.00%	88%	0:31	≤72 hours

**SUBCONTRACTOR AGREEMENT
REGARDING PROTECTED HEALTH INFORMATION**

THIS SUBCONTRACTOR AGREEMENT (the “Subcontractor Agreement”) is made and entered into as the date last signed below (the “Effective Date”), by and between the **Connecticut Health Insurance Exchange d/b/a Access Health CT**, a quasi-public agency created by the State of Connecticut (the “State”) pursuant to Public Act 11-53, with an office at 280 Trumbull Street, 15th Floor, Hartford, Connecticut 06103 (the “Business Associate”), and _____, a _____, with its principal office at _____ (the “Subcontractor”).

RECITALS:

WHEREAS, Business Associate entered into an agreement with a Covered Entity wherein Business Associate creates, receives, maintains or transmits Protected Health Information (“PHI”) on behalf of the Covered Entity;

WHEREAS, Business Associate and Covered Entity entered into a business associate agreement to govern the use or disclosure of PHI (the “Business Associate Agreement”);

WHEREAS, Business Associate and Subcontractor have entered into one or more agreements (the “Agreement”) wherein the Business Associate has delegated a function, activity or service to the Subcontractor whereby Subcontractor creates, receives, maintains or transmits PHI on behalf of the Business Associate;

WHEREAS, the Business Associate and the Subcontractor desire to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) as amended by the Health Information Technology and for Economic and Clinical Health Act (“HITECH”), and implementing regulations which are codified at 45 C.F.R. Parts 160 and 164, as such regulations may be amended from time to time (collectively referred to herein as the “HIPAA Standards”);

WHEREAS, the Business Associate and the Subcontractor acknowledge and agree that capitalized terms used, but not otherwise defined, herein are as defined in the HIPAA Standards; and

WHEREAS, the HIPAA Standards require that Business Associate obtain satisfactory assurances that Subcontractor will appropriately safeguard the PHI used or disclosed by the Business Associate in the course of performing services pursuant to the Agreement and will adhere to the same terms and conditions that apply to Business Associate through the Business Associate Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants herein contained, the parties agree as follows:

1. Permitted Uses and Disclosures by Subcontractor

- a) The Subcontractor's use and disclosure of PHI shall comply in all respects with the HIPAA Standards and State law.
- b) Except as otherwise limited in this Subcontractor Agreement, Subcontractor may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Business Associate as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Standards or the Business Associate Agreement if done by Business Associate or the Covered Entity. Subcontractor shall not use or disclose PHI other than as permitted or required by this Subcontractor Agreement or as Required by Law. The Subcontractor shall limit, to the extent practicable, the use and disclosure of PHI to the limited data set (as defined in 45 C.F.R. § 164.514(e)(2)) or the minimum necessary to accomplish the intended purpose of the use or disclosure of the PHI or as required pursuant to the Agreement. All such uses and disclosures by Subcontractor shall be consistent with the Covered Entity's and Business Associate's minimum necessary policies and procedures.
- c) Except as otherwise limited in this Subcontractor Agreement, Subcontractor may use and disclose PHI for the proper management and administration of Subcontractor or to carry out the legal responsibilities of Subcontractor, provided that (i) the disclosure is Required by Law, or (ii) Subcontractor obtains reasonable assurances from the recipient that the PHI will remain confidential and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient, and the recipient promptly notifies Subcontractor of any instances of which it is aware in which the confidentiality of the PHI has been breached.
- d) Unless requested in writing by the Business Associate, Subcontractor may not use PHI to provide Data Aggregation services.

2. Obligations of Business Associate

- a) Business Associate shall provide Subcontractor with any changes in, or revocation of, permission by an Individual to use or disclose PHI provided to it by the Covered Entity, if such changes affect Subcontractor's permitted or required uses and disclosures.
- b) Business Associate shall notify Subcontractor of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522.
- c) Business Associate shall not request Subcontractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Business Associate or the Covered Entity.

3. **Obligations of the Subcontractor**

- a) Subcontractor shall ensure, through a written agreement, that any subcontractors of Subcontractor that create, receive, maintain or transmit PHI on behalf of the Subcontractor agree to the same restrictions, conditions, and requirements that apply to the Subcontractor with respect to such PHI, including without limitation, the restrictions, conditions and requirements of this Subcontractor Agreement and the HIPAA Standards.
- b) Subcontractor shall report to Business Associate any use or disclosure of PHI not permitted by the Business Associate Agreement, any Breach, or any Security Incident involving PHI of which the Subcontractor, or a subcontractor of the Subcontractor, becomes aware in a time and manner sufficient to permit the Business Associate to comply with the reporting obligations that apply to the Business Associate through the Business Associate Agreement, but in no event later than five (5) days after discovery.
- c) Subcontractor shall restrict disclosures or communicate confidentially with Individuals as required by the HIPAA Standards and as requested by the Business Associate.
- d) If the Subcontractor maintains PHI in a Designated Record Set, the Subcontractor shall:
 - (1) provide access (including inspection, obtaining a copy or both), in the time and manner designated by the Business Associate or Covered Entity, and Subcontractor shall not charge any fee greater than the lesser of the amount permitted by State law or the Subcontractor's actual cost of postage, labor and supplies for complying with the request;
 - (2) make available PHI for amendment and incorporate any amendment(s) in the time and manner designated by Covered Entity or Business Associate; and
 - (3) provide access to PHI that is in electronic format in the form and format requested by the Individual, Covered Entity, or Business Associate, and if not readily producible in such form and format, in a readable electronic form and format agreed to by the Individual, Covered Entity or Business Associate, and transmit such copy directly to an entity or person designated by the Individual, Covered Entity or Business Associate. Subcontractor shall not charge any fee greater than the lesser of the amount permitted by State law or the Subcontractor's actual cost of postage, labor and supplies for complying with the request.
- e) Subcontractor shall make internal practices, books, and records relating to the use and disclosure of PHI available to the Business Associate, Covered Entity or the Secretary, in a time and manner designated by the Business Associate, Covered Entity or the Secretary, for purposes of the Secretary investigating or determining

Covered Entity's, Business Associate's or Subcontractor's compliance with the HIPAA Standards.

- f) Subcontractor shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity, Business Associate or Subcontractor under the HIPAA Standards to respond to a request by an Individual for an accounting of disclosures of PHI. Subcontractor shall provide, in the time and manner designated by Covered Entity or Business Associate, an accounting of disclosures required by the HIPAA Standards made by the Subcontractor.
- g) Subcontractor shall prevent use or disclosure of the PHI other than as provided for in this Subcontractor Agreement and shall comply, where applicable, with the HIPAA Standards with respect to electronic PHI and State law. The Subcontractor shall implement and maintain safeguards as necessary to ensure that all PHI is used or disclosed only as authorized under the HIPAA Standards and this Subcontractor Agreement. Without limiting the Subcontractor's obligations under the HIPAA Standards, the Subcontractor agrees to assess potential risks and vulnerabilities to PHI in its possession and develop, implement and maintain appropriate administrative, physical and technical safeguards set forth in the HIPAA Standards to protect the confidentiality, availability and integrity of the PHI that Subcontractor creates, receives, maintains or transmits on behalf of the Business Associate. These measures must be documented and kept current, and must include, at a minimum, those measures that fulfill the requirements outlined in the HIPAA Standards and all guidance issued by the Secretary.
- h) Subcontractor recognizes that violation of any HIPAA Standard by Subcontractor may subject Subcontractor to civil and criminal penalties, including those set forth in 42 U.S.C. § 1320d-5 and 1320d-6.
- i) Subcontractor shall not, and shall ensure that its subcontractors do not, directly or indirectly receive any remuneration in exchange for any PHI unless approved in advance in writing by the Business Associate in accordance with the HIPAA Standards.
- j) Subcontractor shall not, and shall ensure that its subcontractors do not, engage in any Marketing or fundraising that uses or discloses PHI.
- k) Subcontractor shall take all actions requested by Business Associate that ensure that Business Associate fully complies with its obligations under the Business Associate Agreement.
- l) Subcontractor shall make all reasonable efforts to assist Business Associate and Covered Entity with responding to an investigation or compliance audit by the Secretary, or an action by an attorney general having jurisdiction, involving PHI subject to this Subcontractor Agreement.

4. Term and Termination

- a) Term. The Term of this Subcontractor Agreement shall be effective as of the Effective Date and shall terminate when all of the PHI maintained by Subcontractor on behalf of Business Associate is properly and completely destroyed or returned to Business Associate, or, if it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the termination provisions in this section.
- b) Termination for Cause. Upon Business Associate's knowledge of a material breach of this Subcontractor Agreement by Subcontractor, Business Associate shall provide an opportunity for Subcontractor to cure the breach or end the violation, and Business Associate shall terminate the Agreement if Subcontractor does not cure the breach or end the violation within the time specified by Business Associate, or immediately terminate the Agreement if Subcontractor has breached a material term of this Subcontractor Agreement and cure is not possible, as determined by the Business Associate in its reasonable discretion.
- c) Effect of Termination.
- (1) Except as provided in subparagraph (2) of this subsection (c), upon termination of the Agreement, this Subcontractor Agreement or the applicable agreement between the Business Associate and Covered Entity, for any reason, Subcontractor shall return or destroy all PHI maintained by Subcontractor on behalf of Business Associate. This provision shall apply to PHI that is in the possession of subcontractors of Subcontractor. Subcontractor shall retain no copies of the PHI.
 - (2) In the event that Subcontractor determines that returning or destroying the PHI is infeasible, Subcontractor shall provide to Business Associate notification of the conditions that make return or destruction infeasible. The Subcontractor shall extend the protections of this Subcontractor Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible. Subcontractor shall not use or disclose such PHI and shall maintain its security pursuant to this Subcontractor Agreement for so long as Subcontractor maintains such PHI.
 - (3) The parties hereto understand and agree that the terms of this Subcontractor Agreement are reasonable and necessary to protect the interests of the Subcontractor and the Business Associate. The parties further agree that the Business Associate would suffer irreparable harm if the Subcontractor breached this Subcontractor Agreement. Thus, in addition to any other rights or remedies, all of which shall be deemed cumulative, the Business Associate shall be entitled to obtain injunctive relief to enforce the terms of this Subcontractor Agreement.

5. Miscellaneous

- a) Survival. The respective rights and obligations of Subcontractor under Section 4(c) of this Subcontractor Agreement shall survive the termination of this Subcontractor Agreement.
- b) Indemnification. Subcontractor agrees to indemnify, defend, and hold harmless the Business Associate and its officers, directors, employees, agents and contractors from any and all loss, liability, damage, cost, and expense, including without limitation civil monetary penalties, monetary settlements, fines, damages as a result of attorney general enforcement, and attorneys' fees resulting or arising from use or disclosure of PHI, breach of this Subcontractor Agreement or violation of the HIPAA Standards by Subcontractor or its subcontractors, agents or employees, provided that Subcontractor shall not indemnify Business Associate for any act or omission made on advice, request or direction of Business Associate. This section 5(b) shall survive termination of this Subcontractor Agreement.
- c) Insurance. Subcontractor shall maintain the insurance policies that are set forth in the Agreement.
- d) Interpretation. Any ambiguity in this Subcontractor Agreement shall be resolved in favor of a meaning that permits Business Associate to comply with the HIPAA Standards.
- e) No Private Cause of Action. This Subcontractor Agreement is not intended to and does not create a private cause of action by any individual, other than the parties to this Subcontractor Agreement, as a result of any claim arising out of the breach of this Subcontractor Agreement, the HIPAA Standards or other state or federal law or regulation relating to privacy or security.
- f) Amendment. In the event that any law or regulation is enacted or promulgated regarding the protection of health information that is, or the Business Associate Agreement is modified, in any way inconsistent with the terms of this Subcontractor Agreement or that interferes with Business Associate's obligations with respect to the protection of health information so as to warrant a modification to this Subcontractor Agreement or in the event any HIPAA Standard is amended or modified, the Business Associate shall have the right to amend this Subcontractor Agreement to effectuate such change by providing notice thereof to Subcontractor but without having to obtain Subcontractor's consent thereto. Except as set forth above in this Section 5(f), this Subcontractor Agreement shall only be amended or modified upon written consent of the parties.
- g) Application of State Law. Where any applicable provision of State law relates to the privacy or security of health information and is not preempted by HIPAA, as determined by application of the HIPAA Standards, the parties shall comply with the applicable provisions of State law.

- h) Severability. If any provision of this Subcontractor Agreement shall be declared invalid or illegal for any reason whatsoever, then notwithstanding such invalidity or illegality, the remaining terms and provisions of this Subcontractor Agreement shall remain in full force and effect.
- i) Governing Law. This Subcontractor Agreement shall be interpreted, construed, and governed according to the laws of Connecticut. The parties agree that venue shall lie in Federal and State courts in Connecticut, without regard to its conflicts of law principles, regarding any and all disputes arising from this Subcontractor Agreement.
- j) Notices. Any notice or other communication given pursuant to this Subcontractor Agreement must be in writing and (a) delivered personally, (b) delivered by overnight express, or (c) sent by registered or certified mail, postage prepaid, to the addresses set forth above and shall be considered given upon delivery.
- k) Relationship to Agreement.
 - (a) The terms and conditions of this Subcontractor Agreement will override and control over any conflicting term or condition of other agreements between the parties; provided, in the event that the Agreement contains provisions relating to the use or disclosure of PHI which are more restrictive than the provisions of this Subcontractor Agreement, the more restrictive provisions will control. All non-conflicting terms and conditions of such agreements shall remain in full force and effect.
 - (b) Subcontractor's obligations under this Subcontractor Agreement and any breach by Subcontractor or its agents or subcontractors of the obligations in this Subcontractor Agreement shall not be subject to any limitations on damages that may be specified in any agreement, invoice, statement of work or similar document setting forth the services Subcontractor is providing to Business Associate including, without limitation, the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontractor Agreement as of the Effective Date.

**CONNECTICUT HEALTH INSURANCE
EXCHANGE d/b/a ACCESS HEALTH CT**

[CONTRACTOR NAME]

**JAMES MICHEL
CHIEF EXECUTIVE OFFICER**

[AUTHORIZED SIGNATORY]

[DATE]

[DATE]