



State of Wisconsin
Department of Employee Trust Funds
 4822 Madison Yards Way
 Madison, WI 53705-9100
 P. O. Box 7931
 Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Contract No./Request for Bid/Proposal No:

Administrative Services for the State of Wisconsin
 Pharmacy Benefit Program

ETG0013 Amendment #8 dated January 22, 2025

Authorized Board: Group Insurance Board


Contract Period: January 1, 2022 through December 31, 2025.

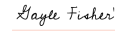
1. This Contract Amendment #8 is entered into by the State of Wisconsin, Department of Employee Trust Funds (Department) on behalf of the State of Wisconsin Group Insurance Board (Board) and Navitus Health Solutions, LLC (Contractor), whose address and principal officer appears on page 2 below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the Department Terms and Conditions, and the documents specified in the order of precedence below, hereby made a part of the Contract by reference.
3. By executing Contract Amendment #1 dated June 13, 2018, the Department and Contractor hereby agree to modify the Contract as follows:
 - (a) The Contract is extended for one (1) year, from January 1, 2019 through December 31, 2019.
 - (b) Exhibit 1 – State of Wisconsin Pharmacy Benefit Program Agreement dated July 11, 2017 is modified as shown in the attached Amendment #1, and replaced with the attached, revised Exhibit 1 – State of Wisconsin Pharmacy Benefit Program Agreement dated June 1, 2018.
 - (c) Addition of Exhibit C, Contractor's Guaranteed Pricing Terms from January 1, 2019 – December 31, 2019.
4. By executing Contract Amendment #2 dated November 12, 2018, the Department and Contractor hereby agree to modify the Contract as follows:
 - (a) The Contract is extended for two (2) years, from January 1, 2020 through December 31, 2021.
 - (b) Addition of Exhibit D, Contractor's Guaranteed Pricing Terms from January 1, 2020 – December 31, 2021.
5. By executing the Contract Amendment #3 dated June 22, 2020 the Department and Contractor hereby agree to modify RFP Exhibit 1 – State of Wisconsin Pharmacy Benefit Program Agreement dated June 1, 2018 as described in Amendment #3A.
6. By executing the Contract Amendment #4 dated January 29, 2021 the Department and the Contractor hereby agree to modify the Contract as follows:
 - (a) The Contract is extended for three (3) years, from January 1, 2022 through December 31, 2024.
 - (b) Addition of Exhibit E, Contractor's Guaranteed Pricing Terms effective from January 1, 2022 – December 31, 2024.
 - (c) Deletion of RFP Exhibit 4 – Department Terms and Conditions, dated April 27, 2017.
 - (d) Addition of Exhibit F – Department Terms and Conditions, dated May 1, 2019 effective upon signature of this Amendment #4.
7. By executing this Contract Amendment #5 dated November 5, 2021 the Department and Contractor hereby agree to modify the Contract as described in the attached Amendment #5A.
8. By executing the Contract Amendment #6 dated August 2, 2023, the Department and Contractor hereby agree to:
 - (a) Extend the Contract for one (1) year from January 1, 2025 through December 31, 2025.
9. By executing Contract Amendment #7 dated June 18, 2024, the Department and Contractor hereby agree to modify Amendment #4, Exhibit E Sections "Rebate Guarantees – Commercial" and "Rebate Guarantees – EGWP" as described in the attached Amendment 7A Updates to Rebate Guarantee Calculations beginning January 1, 2024.
10. By executing Contract Amendment #8 dated January 22, 2025, the Department and Contractor hereby agree to add the Inflation Reduction Act and Medicare Prescription Payment Program (M3P) as described in the attached Amendment 8A.

11. For purposes of administering this Contract, the order of precedence is:

- (a) This Amendment #8 dated January 22, 2025;
- (b) The Amendment #7 dated June 18, 2024;
- (c) The Amendment #6 dated August 2, 2023;
- (d) The Amendment #5 dated November 5, 2021;
- (e) The Amendment #4 dated January 29, 2021;
- (f) The Amendment #3 dated June 22, 2020;
- (g) The Amendment #2 dated November 12, 2018;
- (h) The Amendment #1 dated June 13, 2018;
- (i) The Contract between the Department and Navitus Health Solutions, LLC dated July 19, 2017;
- (j) Exhibit F – Department Terms and Conditions, dated May 1, 2019;
- (k) Exhibit A, Contract clarifications and changes;
- (l) RFP Exhibit 1 – State of Wisconsin Pharmacy Benefit Program Agreement, dated June 1, 2018;
- (m) RFP Exhibit 1 – State of Wisconsin Pharmacy Benefit Program Agreement, dated July 11, 2017;
- (n) RFP Appendix 2 – Data Specifications – Pharmacy, dated June 20, 2017;
- (o) Request for Proposal (RFP) ETG0013 dated November 18, 2016, including all appendices, attachments, and amendments thereto;
- (p) Exhibit E – Guaranteed Pricing Terms: January 1, 2022 – December 31, 2024, dated January 30, 2021;
- (q) Exhibit D – Guaranteed Pricing Terms: January 1, 2020 – December 31, 2021, dated November 12, 2018;
- (r) Exhibit C - Guaranteed Pricing Terms: January 1, 2019 – December 31, 2019, dated June 1, 2018;
- (s) Exhibit B - Guaranteed Pricing Terms: January 1, 2018 – December 31, 2018, dated July 18, 2017; and
- (t) Contractor's proposal dated January 25, 2017.

Contract: ETG0013 Amendment #8
Administrative Services for the State of Wisconsin Pharmacy Benefit Program

State of Wisconsin Department of Employee Trust Funds
Authorized Board:
Group Insurance Board
By (Name) & (Title):
Herschel Day Chair, Group Insurance Board
Signature:

Date of Signature: 1/22/2025
Contact A. John Voelker, ETF Deputy Secretary, if questions arise: (608) 266-9854

Contractor
Legal Company Name:
Navitus Health Solutions, LLC
Trade Name:
Navitus Health Solutions, LLC
Taxpayer Identification Number: 94-3151780 04-3608530
Contractor Address (Street Address, City, State, Zip):
361 Integrity Drive Madison, WI 53719
Name & Title (print name and title of person authorized to legally sign for and bind Contractor):
Gayle Fisher, VP Strategic Accounts & Contract Analysis
Signature:
 <small>17F7110C81A1306B18AF628A2C8FB01 contractworks</small>
Date of Signature: 01/23/2025
Email: gayle.fisher@navitus.com
Phone: (512) – 231-3131

Contract ETG0013 Amendment 8A

Statement of Work Inflation Reduction Act and Medicare Prescription Payment Program (M3P)

Pursuant to the Inflation Reduction Act of 2022, with implementation and M3P Participant enrollment activities beginning October 1, 2024, the Department's EGWP drug plan is required to offer Eligible Persons the option to pay their out-of-pocket costs for Medicare Part D Covered Products in the form of capped monthly installment payments spread out over the course of the Calendar Year, instead of paying the entire amount upfront at the pharmacy, under a program called the Medicare Prescription Payment Plan ("M3P"). Pursuant to the Inflation Reduction Act of 2022, Contractor is required to implement the M3P Program services as set forth in this M3P Statement of Work. Contractor has subcontracted with Echo Health, Inc. to act as M3P Vendor to provide required services.

1. **Services.** Contractor provides support of applicable M3P requirements through software and services through a third-party subcontractor ("M3P Vendor") with experience and expertise in providing services to fulfill the M3P requirements (the "M3P Program"). The M3P Vendor will provide the Department and M3P Participants (as defined below) with certain services and/or technology products into which the M3P Participant enrolls as described below (the "Services").
2. **Definitions.**
 - a. **Grace Period** means a period of time provided to M3P Participants who have failed to pay their monthly billed amount by the due date. The Grace Period will begin on the first day of the month for which the M3P Participant Balance is unpaid or the first day of the month following the date on which the payment is requested, whichever is later, and last two months. The Grace Period may carry into the next calendar year if non-payment occurs at the end of a calendar year.
 - b. **Inflation Reduction Act** or **IRA** means the Inflation Reduction Act of 2022 (P.L. 117-169).
 - c. **Integrated Voice Response** or **IVR** means automated phone system technology that allows incoming callers to access information via a voice response system or prerecorded message without speaking to an agent, as well as to utilize menu options via touch tone keypad selection or speech recognition to route a call to a specific department or specialist.
 - d. **Lockbox** means the M3P Vendor bank account to which M3P Payments are remitted and subsequently paid to the Department.
 - e. **Manufacturer Discount Program** means the new Medicare Part D manufacturer discount program per Section 11201 of the Inflation Reduction Act of 2022, Public L. 117-169 (IRA) which requires CMS to establish a new Part D manufacturer discount program beginning on January 1, 2025. Under section 1860D-14C of the Social Security Act, in order for their applicable drugs to be covered under Part D, pharmaceutical manufacturers will be required to enter into agreements with CMS to provide discounts on those drugs when dispensed to applicable beneficiaries during the initial and catastrophic coverage phases of the Part D benefit. The discounts are phased in for certain drugs of certain manufacturers.
 - f. **Medicare Prescription Payment Plan** or **M3P** means the program set forth under the IRA which requires Medicare Part D plans to provide an Eligible Person the option to pay out-of-pocket costs for Medicare Part D Covered Products in the form of capped monthly installment payments spread out over the course of the plan year with no payment due from Eligible Person to the dispensing pharmacy at the point-of-sale.

- g. **M3P Administrative Services Fees** means the amount invoiced to the Department for the provision of M3P Administrative Services.
- h. **M3P Administrative Services** means those certain services provided by Contractor and M3P Vendor to satisfy M3P requirements, as set forth in this M3P Statement of Work.
- i. **M3P Amount** means the total out-of-pocket cost to Eligible Person for a Covered Product at point-of-sale for which the Department is responsible.
- j. **M3P Election** means the decision by an Eligible Person to opt into the Medicare Prescription Payment Plan as indicated by Eligible Person completing and submitting an M3P Election form.
- k. **M3P Eligible Person** means an individual eligible to participate in the Department's Medicare Part D plan.
- l. **M3P Participant** means an Eligible Person who is enrolled in the M3P Program following submission of an M3P Election form accepted by M3P Vendor.
- m. **M3P Participant Call Center** means the call center that the Contractor, in conjunction with M3P Vendor, is responsible for M3P Participant phone calls in accordance with M3P program requirements.
- n. **M3P Participant Payment Portal** means the portal available to M3P Participants to support establishment of preferred payment methods; options for monthly recurring payments; access to payment information; and access to monthly statements. Access to this portal will be established utilizing Single Sign-On (SSO) from the Contractor member portal with a single set of login credentials.
- o. **M3P Payment** means a remittance of funds by or on behalf of M3P Participant to be applied toward an M3P Participant Balance.
- p. **M3P Participant Balance** means the total amount due by M3P Participant for Covered Products pursuant to the terms of the M3P Program.
- q. **M3P Payment Service Fee** means the amount charged for processing an M3P Payment.
- r. **M3P Regulatory Change** means any applicable law or regulation effective after the Effective Date of this Amendment related to the M3P Program that materially alters the resources required for the Contractor or M3P Vendor to implement, maintain, or provide M3P Administrative Services as they originally existed on the Effective Date.
- s. **M3P Vendor** means a third-party subcontractor hired and paid for by Contractor.
- t. **Uncollected M3P Participant Balance** means the M3P Participant Balance due to the Department by M3P Participant for Covered Products when the M3P Participant has been terminated from the M3P Program.

3. Contractor Responsibilities.

- a. Implementation. The Contractor implementation team will provide the Department with implementation of all data interfaces and processes with Contractor' subcontracted M3P Vendor.
- b. M3P Participant Call Center. Contractor, in conjunction with M3P Vendor, shall be responsible for providing M3P Eligible Persons and Participants access to the toll-free M3P Participant Call Center ("M3P Call Center") provided by the M3P Vendor. The M3P Call Center will comply with applicable CMS requirements set forth in 42 U.S.C. §423.128, including: availability of interpreters for non-English speaking and limited English proficient (LEP) individuals; applicable hours of operation; and integrated voice response (IVR) system availability to Eligible Persons outside of hours of operation. Calls from Eligible Persons who are not M3P Participants are subject to the per minute fee set forth in Schedule 1 attached hereto.
- c. M3P Participant Eligibility and Election. Contractor, in conjunction with M3P Vendor, shall be responsible for:
 - i. Identifying M3P Eligible Persons;

- ii. Maintaining M3P Participant eligibility and demographics;
- iii. Processing M3P Elections and Terminations by Eligible Persons via:
 - 1. M3P Election portal (standalone site or single sign-on connection) or application program interfaces (“API”);
 - 2. manual processing of paper M3P Election forms received via U.S. Mail at M3P Vendor’s identified address; and
 - 3. via phone through the M3P Call Center.
- iv. Handling incomplete M3P Election request outreach for incomplete requests, including requests received pursuant to subsection 3(c)(iii) above.
- v. Issuance of Centers for Medicare & Medicaid Services (CMS)-mandated M3P notifications:
 - 1. Notification of M3P Election approval
 - 2. Notification of Failure to Pay
 - 3. Notice of Involuntary Termination
 - 4. Notice of Voluntary Termination
- vi. Loading M3P Participant information into Contractor’s claims processing system.
- vii. Provision of M3P enrollment file to Contractor’s EGWP enrollment vendor to submit to CMS via MARx system.
- viii. Managing permissions and preferences for M3P Participant communications including paperless options and consent management for the use of cell phone communication pursuant to the requirements related to approvals and opt-outs under 47 U.S.C. § 227 of the Telephone Consumer Protection Act.
- d. M3P Participant Termination. Contractor is responsible for terminating M3P Participants’ participation in the M3P Program if the M3P Participant (i) is no longer eligible for participation, (ii) elects to terminate participation, or (iii) fails to pay their monthly billed amount after receiving notice set forth in subsection f. and the conclusion of the required two-month Grace Period. Termination from the M3P Program shall not result in the M3P Participant’s disenrollment from the Department’s EGWP drug plan.
- e. M3P Participant Ledgering and Core Billing Platform. Contractor, in conjunction with M3P Vendor, is responsible for maintaining the account of record for activity associated with the M3P Participant pursuant to M3P, including:
 - i. Receipt and storage of balance/statement information to receive, process, and securely store M3P Participant balance and statement information.
 - ii. M3P Covered Product Claims and M3P Participant’s True out-of-pocket costs (“TrOOP”) balances used to calculate M3P Payment amounts per CMS “rules. TrOOP balance means the total amount an M3P Participant, or others on behalf of M3P Participant, spends towards their Medicare Part D drug plan’s out-of-pocket amount within a plan year.
 - iii. M3P Payment processing and Lockbox remittance. M3P Payments will be held in the Lockbox for remittance to the Department.
 - iv. Electronic M3P Payment processing, including posting of payments via credit cards, electronic checks, and bank direct debits; real-time updating of M3P Participant Balances.
 - v. M3P Participant Balance calculation and system synchronization supporting calculation of M3P Participant Balances in real-time, including customer service, collections, online portals, and IVR.
 - vi. M3P Participant action tracking which synchronizes M3P Participant statements and system information for a comprehensive view of M3P Participant activity.
 - vii. Account maintenance changes; updating and posting of changes, including address updates or death notices.

- viii. Account aging and status monitoring, including: delinquency levels; bankruptcies; deceased M3P Participants; eligibility changes; credit counseling; write-offs; and placements with collection agencies.
 - ix. Proactive management of M3P Participant Balances to address issues promptly and maintain compliance with regulatory requirements, including compliance with the Gramm-Leach-Bliley Act related to safeguarding financial information of Eligible Persons.
- f. M3P Payment Collection Servicing. To communicate with M3P Participants in the collection of monthly M3P Participant Balances, Contractor, in conjunction with M3P Vendor, will implement a system to support integration of text messaging, e-mail, traditional mail, and phone calls. The system will initiate and track collection activities within the platform and set up automated workflows for follow-up actions based on M3P Participant activity. All communications, including text messages, emails, and phone calls, will be tracked and managed within the subcontracted M3P Vendor system.
 - i. M3P Vendor will collect M3P Payments in the form of check, ACH, or credit/debit card. Amounts billed to M3P Participants will be consistent with the regulations set forth in § 1860D-2(b)(2)(E) of the Inflation Reduction Act (IRA) regarding maximum monthly cap on M3P Payments. Funds received from M3P Participants will settle to a Lockbox ("Lockbox Remittance Funds"). Lockbox Remittance Funds will be transmitted from the Lockbox to Contractor account and Contractor will transmit to the Department designated account on a weekly interval, with all associated reconciliation reporting provided at that time. Contractor shall not be responsible for any unpaid M3P Participant Balances.
 - ii. Collection of unpaid M3P Participant Balance. When an M3P amount becomes past due, M3P Vendor will mail a CMS Failure to Pay Notice letter to the M3P Participant. If after 30 days the amount remains past due, M3P Vendor will mail another CMS Failure to Pay Notice letter to the M3P Participant. Once the amount is 60 days past due from the first of the month following the first CMS Failure to Pay Notice letter to the M3P Participant, M3P Vendor will mail the CMS Notice of Involuntary Termination letter to the member. A monthly aging report will be provided to Department that encompass all active past due amounts. Collection of unpaid M3P participant balance activities will occur concurrently with the Grace Period. Per CMS rules, late fees and interest payments, are not permitted under the M3P Program. When the M3P Vendor mails the CMS Notice of Involuntary Termination letter to the M3P participant, the Uncollected M3P Amount Due will be communicated to the Department and the M3P Vendor will no longer attempt to collect amount due from the terminated M3P Participant. M3P Participants will pay \$0 at point of sale for Medicare Part D Covered Products, and the total amount of the M3P Participant out-of-pocket costs for that Claim will be billed to the Department as part of the weekly pharmacy Claims billing process.
 - iii. Pursuant to § 1860D-2(b)(2)(E)(v)(III)(gg) of the IRA, Contractor, in conjunction with M3P Vendor, will have a financial reconciliation process in place to correct inaccuracies in billing and payments.
- g. M3P Participant Payment Portal. M3P Participants will have access to a M3P Participant Payment Portal to: establish preferred methods of payment; select options for monthly recurring payments; access payment information; and access monthly statements. Access to this portal will be established utilizing Single Sign-On (SSO) from the Contractor's member portal with a single set of login credentials.

- h. Customer Service Tool. The Department will have access to the M3P Vendor customer service application, which includes all account information and functionality for customer support.
 - i. Reporting. Contractor will provide the Department standardized reports for tracking of the M3P Program as agreed to between Contractor and the Department.
 - j. M3P Report Provided to CMS. Contractor will provide the Section VII. Medicare Prescription Payment Plan report to CMS, as specified in the Medicare Part D Reporting Requirements Contract Year 2025 document or successor document thereto and any future CMS reporting requirements about the M3P, if applicable to Contractor.
 - k. Service Levels. Subject to the terms and conditions of this Amendment, Contractor shall use commercially reasonable efforts to make the Services available in accordance with the service levels set forth in Schedule 1.
 - l. Likely to Benefit Notifications.
 - i. Prior to Plan Year. In accordance with § 1860D-2(b)(2)(E)(v)(III) of the IRA, Contractor will assess current Eligible Persons' prescription drug costs from the current year and develop a data file no later than November 1 of the current year that contains data for Eligible Persons who incurred \$2,000 (or as adjusted annually by CMS) in out-of-pocket costs for Covered Products through September of that year. Contractor shall execute targeted outreach to those Eligible Persons.
 - ii. During the Plan Year.
 - 1. Point of Sale. In accordance with § 1860D-2(b)(2)(E)(v)(III)(dd) of the IRA and in alignment with CMS guidance, excluding the last month of the year, Contractor will have a mechanism to notify a pharmacy when an Eligible Person incurs out-of-pocket costs with respect to Part D Covered Products that make it likely the Eligible Person may benefit from participating in the Medicare Prescription Payment Plan. Furthermore, in accordance with § 1860D-2(b)(2)(E)(v)(III)(ee) of the IRA, Contractor will ensure that a pharmacy, after receiving such notification from Contractor, informs the Eligible Person that they are likely to benefit from the Medicare Prescription Payment Plan.
 - 2. Targeted Outreach. In accordance with §1860D-2(b)(2)(E)(v)(III) of the IRA, Contractor will assess current Eligible Persons' prescription drug costs from the current year and develop a data file that contains data for Eligible Persons who may be "likely to benefit" from the Medicare Prescription Payment Plan. Data files will be generated on a monthly basis, February through August. Contractor shall execute targeted outreach to those Eligible Persons.
4. Department Responsibilities.
- a. Funding M3P Amounts Incurred at Point of Sale. The Department is responsible for paying M3P Amounts incurred at point of sale as invoiced by Contractor to Department via the existing weekly pharmacy Claims payment process.
 - b. The Department is responsible for collecting any Uncollected M3P Amount Due when M3P Payment Collection Servicing is completed and Uncollected M3P Amounts have been communicated to the Department.
5. Manufacturer Discount Program Payments. Manufacturer Discount Payments received by Contractor on a quarterly basis will be paid to Department through electronic funds transfer within ten (10) business days of the CMS payment due date for manufacturers. For funds that are past due from the manufacturer, Contractor will hold these payments until a material balance is accumulated prior to releasing payment to Department. Remaining immaterial amounts will be held until most past due funds have been received. These immaterial amounts will be released with the next scheduled quarterly payment.

6. IRA Development and M3P Fees.

- a. Development Fees. The Department agrees to pay Contractor a one-time IRA Development Fee for the development of the new Medicare Part D Claims processing infrastructure and other related infrastructure changes under the Inflation Reduction Act of 2022 ("IRA Development Fee"). Payments for the IRA Development Fee shall be made in twelve (12) monthly payments in the amount of \$2,325 due to Contractor by the 15th of each month, beginning January 15, 2025.
- b. M3P Administrative Services Fees. Department agrees to pay Contractor the M3P Administrative Services Fees set forth in Table 1 below and as fully described in the Amendment. Unless stated otherwise, M3P Administrative Services Fees will be assessed on a monthly basis.

Table 1: M3P Fees Table

Service	Fee
M3P Implementation Fee (one time)	\$3,875 one time fee
M3P Participant Fee (includes M3P Participant Call Center)	\$13.51 per M3P Participant per month
Pre-M3P Participant Call Center	\$1.58 per minute
M3P Participant Activation Fee	\$1.13 per M3P Participant per year
M3P Account Status Change Fee	\$0.38 per change (termination and/or reactivation)
M3P Per Statement/Notification Fee	\$0.68 per statement/notification. Also includes production of "Likely to Benefit" statements (excludes print and mailing charges).
M3P Print and Mailing Charges	Pass through to Client of M3P Vendor costs
M3P Payment Service Fee	\$0.74 per M3P Payment
M3P Banking/Merchant Service Fees	Pass through to Client of M3P Vendor cost

7. Adjustment of Fees. In the event of a M3P Regulatory Change or increased pricing from M3P Vendor, upon 30 days' written notice to the Department, and execution of a Contract Amendment, Contractor may adjust fees if changes create a material impact on resources required to provide Services. Any adjustment will be proportionate to the reasonable estimated cost increase incurred as a result of the M3P Regulatory Change or increase in M3P Vendor Fees. If the Department objects to a fee adjustment, the Parties will work in good faith to negotiate fees.

8. Disclaimer of Warranties. Contractor shall not be liable for any damages resulting from or arising out of the Departments or Department's eligible person's use of the M3P Program and any related information obtained through the M3P Program; provided, however, Contractor shall pass through to the Department any warranties given by the M3P Vendor in connection with the M3P services to the extent permitted.
9. Termination.
 - a. Duties Upon Termination. Upon expiration or termination of this Amendment:
 - i. Contractor, in conjunction with M3P Vendor, shall provide Department data in such format as mutually agreed upon by parties or as specified by a regulator (if applicable).;
 - ii. The M3P Vendor will certify that all personal identifiers have been removed from the retained files following Amendment 4 Exhibit F section 21.0 requirements. The Contractor will provide this M3P Vendors certification to the Department.
 - iii. M3P Run-Out Period. When this M3P Administrative Services terminate under this Statement of Work, M3P Administrative Services shall continue until one (1) day after the termination for M3P Participants who have an M3P Participant Balance of \$0 as of the date of termination. For M3P Participants who have an outstanding M3P Balance as of the date of termination of M3P Administrative Services, such services shall continue for such M3P Participants with a run-out period to continue until (i) the date they reach a M3P Participant Balance of \$0, or (ii) the end of the collection period that follows the Grace Period, whichever occurs earlier. The run-out period set forth herein shall end upon the closure of all M3P Participant accounts.

SCHEDULE 1
MEDICARE PRESCRIPTION PAYMENT PLAN (M3P) SERVICE LEVEL AGREEMENT

Service Category	Service Performed	Frequency Performed	Measurement Description	Reporting Frequency	Assessment	Measurement Level
1. Call Center	Speed of answer	Daily	80% in 30 seconds	Assess: Monthly average Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business
2. Call Center	Percent abandonment	Daily	<5% in 30 seconds	Assess: Monthly average Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business
3. Financial	Distribution of Funds	Weekly	Transmission Weekly	Assess: Monthly Count > 7 days Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business
4. M3P Election	Processing: via Portal, Email, Letter	Daily	24 hours	Assess: Monthly Count >24 hours Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business
5. M3P Election	Notification: Portal, Email, Letter	Daily	24 hours	Assess: Monthly Count >24 hours Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business
6. Systems	Portal Accessibility at 99.90%	Daily	Availability for all portals	Assess: Monthly Average Up Time Report: Quarterly	0.05% of Monthly Per Participant Account Fees for any month performance level is not achieved	Measured at M3P Vendor (ECHO) Book of Business

