



Commissioner Sarah Swanson
Department of Labor and Industry
P.O. Box 1728
Helena, MT 59624

October 24, 2025

Dear Commissioner Swanson,

I am writing on behalf of Maximus US Services, Inc. ("Maximus") regarding your request for a meeting concerning the October 16, 2025, letter ("Letter") from Senator Pat Flowers, Representative Katie Sullivan, and members of the Legislative Audit Committee, about the Montana Medical Assistance Program ("MAP").

Maximus is happy to meet with you to discuss the Letter; in preparation for our discussion, we wanted to share some background. It is important to understand that the core issues outlined in the Letter reflect concerns with the structure and requirements of MAP, and not with Maximus' performance of the MAP contract, effective January 1, 2023, through December 31, 2025 ("the Contract"). Importantly, **Maximus has been and is in compliance with the requirements set forth in the Contract**. This letter provides an overview of Maximus' role in MAP and the current program requirements.

MAP is a compliance monitoring program for healthcare professionals licensed under state professional license boards including Dentistry, Nursing, Medical Examiners, Pharmacy, Veterinary Medicine, and Chiropractors. Licensees participate in MAP when they are impaired by addictions or mental illness. Licensees can enroll in MAP in either (1) the alternative to discipline track or (2) the disciplinary track which results in an order of the licensing board as a disciplinary sanction. The program does not provide clinical treatment; rather it is a case management and monitoring program that works to protect public safety by ensuring that licensees remain able to practice in their profession. Maximus' role, is to "operate [MAP] for the purpose of monitoring the rehabilitation of participating boards' licensees." Under this program, **Maximus is not a treatment provider**; rather, Maximus coordinates and oversees the services to monitor participant recovery engagement.

Per Section 3 of our Contract, Maximus has specific responsibilities, including:

1. Coordinating referrals and connecting participants to health care providers;
2. Providing education and outreach;
3. Coordinating the completion of impairment and fitness to practice evaluations;
4. Monitoring licensees to ensure compliance with evaluation recommendations regarding treatment and aftercare; and
5. Reporting to DLI and the boards regarding licensee's compliance with treatment requirements and the services provided by the Assistance program.

The Contract also sets forth a description of services that Maximus shall provide. **Maximus is in compliance with the stated requirements as described below:**

- *Education and Outreach:* Section 3.1 of the Contract requires Maximus to “create and maintain a website with information about the program” and to “maintain a toll-free telephone number including access to a rapid response.” Additionally, Maximus routinely coordinates with the professional boards via quarterly meetings to discuss MAP.
- *Treatment and Monitoring:* Section 3.2 of the Contract sets forth some specific requirements for the Treatment and Monitoring services that Maximus is contracted to provide, including the requirement for Maximus to enter into monitoring agreements with program participants. Maximus is not contracted to and does not provide treatment to program participants. The relevant scope of work is to *monitor* the rehabilitation of participants, and to report failures to the respective licensing boards. While the title of this subsection is perhaps a misnomer, the Contract itself is clear that Maximus is not providing any treatment for participants.
- *Performance Data Reporting:* Section 3.3 of the Contract details current requirements for quarterly and annual performance data reporting. The Contract does not include requirements related to collecting data regarding suicide or fatal overdoses.

However, Maximus acknowledges the recent and tragic suicide of a program participant. Although, not a contract requirement, Maximus called to report the suicide to the State’s appointed contract liaison, the Board of Nursing, and DLI the same day Maximus was notified, and the death was included in reporting metrics where required as a closure.

- *Staffing:* Section 3.4 of the Contract, details the staffing requirements for the current Contractor. This section states only:

“The contractor shall employ a director and staff with experience in case management. Further experience by the director and/or staff in substance abuse, chronic physical addictions, and/or mental health issues is preferred. Staff may not participate in the program as participants under contractor employment. Strict ethical standards should be followed, including the requirement for staff to avoid actual or perceived conflicts of interest with any participant on their caseload.”

- *Provision of Services:* Section 3.5 of the Contract requires that Maximus perform certain tasks for all boards. The tasks include:
 1. administering the program in accordance with applicable law;
 2. providing copies of policies and procedures to the State for approval;
 3. providing copies of all forms, including monitoring agreements, to the State for approval;



4. attending all regularly scheduled meetings of the boards and any additional meetings as requested;
5. reporting all violations of statute or rule unrelated to a participant's illness to the applicable board;
6. maintaining complete and accurate files confidentially, and obtaining appropriate authorization prior to releasing such records;
7. submitting an annual program budget; and
8. complying with all audit requirements.

Maximus did not receive any indication that the State was dissatisfied with Maximus' performance until after the legislative audit hearing. Indeed, in the Client Satisfaction Survey conducted in the Summer of 2025, the State's appointed liaison for this Contract provided Maximus with an overall satisfaction rating of 9/10, rating Maximus on the following:

- Expertise: Satisfied – 4/5
- Quality: Satisfied – 4/5
- Timeliness: Satisfied – 4/5
- Innovation: Satisfied – 4/5
- Working Together: Extremely Satisfied – 5/5

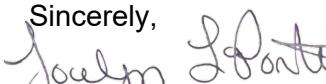
Of particular note, the liaison provided specific feedback that the State "*Appreciate[d] the team's recognition to default to contract requirements and/or policies and procedures that have been discussed and reviewed rather than defaulting to "gut feeling[.]*" This feedback is important because Maximus' legal obligation to the State is to perform in-line with the requirements of the Contract.

Maximus has appreciated its partnership with DLI for the past two years and is proud of the work that it has performed to help ensure the public safety of Montana residents. Maximus believes that the concerns surrounding the MAP program described in the Letter relate to current program and contractual requirements; however, such concerns do not point to a failure of Maximus to perform under the Contract.

As the current MAP vendor, Maximus is committed to the success of the program and will continue to work together collaboratively with DLI to meet the needs of the program participants as required by our Contract.

Please do not hesitate to contact me with any questions or concerns that you may have.

Sincerely,



Jocelyn LaPorte
Senior Counsel
Maximus US Services, Inc.

