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- Exhibit B: Member Commitment Form
- Exhibit B-1: Intellectual Property Rights Agreement
- Exhibit C: Critical Milestones
- Exhibit C-1: Escrow Services Agreement [To be attached if required under Section 15.1]
- Exhibit D: Service Levels
- Exhibit E: Scope Assumptions
- Exhibit F: Vermont Security Policies
- Exhibit F-1: Background Checks
- Exhibit G: Vermont Insurance Regulations and Flowthroughs
- Exhibit H: Change Control Procedures
- Exhibit I: Hosting Services
- Exhibit J: Supplier Contingency Plans
- Exhibit K: Business Associate Agreement
- Exhibit L: Cost

## MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT ("**MSA**") is made and entered into as of December 13, 2012 ("**Effective Date**"), by and between STATE OF VERMONT DEPARTMENT OF VERMONT HEALTH ACCESS, with offices at 312 Hurricane Lane, Williston, VT 05495 ("**SOV**" or "**State**"), and CGI TECHNOLOGIES AND SOLUTIONS INC., a Delaware corporation with offices at 11325 Random Hills Rd., Fairfax, VA 22030 ("**Supplier**"). SOV and/or Supplier may each be referred to as a "**party**" and collectively as "**parties**" for ease of reference throughout this MSA.

### 1. BACKGROUND.

**1.1 MSA Framework.** This MSA consists of general terms and conditions which apply to the relationship, govern the basic expectations of the parties and relate to specified categories of transactions which the parties anticipate based on current businesses, operations and planning. This MSA is intended as a framework for the consummation of separate implementing agreements for specific projects, tasks and categories of services, using forms of Statements of Work (as hereinafter defined).

**1.2 SOV Mission.** Through Vermont Health Connect, the mission of SOV is to provide all Vermonters with the knowledge and tools needed to easily compare and choose a quality, affordable, and comprehensive health plan. Transformation of Vermont health services through the Health Services Enterprise ("**HSE**") consists of multiple projects, including (a) Health Services SOA Enterprise (HSE) Platform; (b) Integrated Eligibility ("**IE**") Application; (c) Health Benefit Exchange ("**HBE**") with Eligibility Automation Foundation ("**EAF**") functionality; and (d) a Medicaid Enterprise Solution (collectively, the "**Exchange**").

**1.3 SOV Objectives.** In order to support the mission outlined in Section 1.2, this MSA is intended to be the contractual mechanism by which SOV can obtain from Supplier: (i) high quality, cost-effective outsourcing services; (ii) a flexible relationship in which Supplier will be highly responsive to SOV's requirements and adaptable to changes in federal and state laws governing the management of insurance, technology, business methods, business functions, volumes of operations, new generations of technology and improved methods of monitoring, measuring and providing service; and (iii) an effective methodology for managing the relationship between Supplier and SOV and any other suppliers that may become part of the Exchange.

**1.4 Deleted.**

**1.5 Interpretation.** For ease of reference, the terms of this MSA are to be interpreted and construed in accordance with the following rules of construction:

(a) References to this MSA shall be construed and deemed to include any and all Statements of Work, Exhibits and other attachments and documents referred to in any of the foregoing, unless otherwise specifically noted or the context clearly and unambiguously requires otherwise.

- (b) The term **"including"** and its derivatives (such as **"include"** and **"includes"**) shall be construed as meaning "including, but not limited to" or "including, without limitation" and not as limiting or limited. The terms **"shall"** and **"will"** have the same meaning and indicate mandatory obligations. Words importing the singular include the plural and vice versa and words importing gender include all genders.
- (c) The word **"entity,"** subject to the context in which such term is used shall and shall be construed to mean and include individuals (*i.e.*, natural persons), partnerships, agents, associations, corporations, firms or other forms of business enterprises, trustees, executors, administrators, successors, permitted assigns, legal representatives and/or other recognized legal entities.
- (d) The words **"contractor"**, **"subcontractor"** (whether **"independent"** or not), **"supplier"**, **"agent"** and/or **"representative"**, refer to any entity contracted, engaged or otherwise retained by one party, directly or indirectly, to perform or provide goods or services, directly or indirectly, in connection with this MSA. When used in this MSA in relation to responsibilities, performance, the provision of Services, Work Product and/or any other obligation or requirement for which Supplier is responsible hereunder, unless specifically indicated to the contrary, the term **"Supplier"** shall be construed to include each and every contractor, subcontractor, supplier, agent, representative, supplier or other similar entity of Supplier.
- (e) References to an Article, Section, subsection, paragraph, clause or other subdivision shall be construed as references to that specified Article, Section, subsection, paragraph, clause and/or all other subdivisions and associated or referenced Exhibits and other attachments, unless noted otherwise or the context clearly and unambiguously requires otherwise. Notwithstanding the foregoing, the division of this MSA into Articles, Sections, subsections and/or other subdivisions, the insertion of any captions or headings and any and all references to these are for convenience only and are not part of this MSA, nor shall they affect its meaning, construction or interpretation.
- (f) References to **"days"** means calendar days unless "business days" are specified and when computing a period of time from a specified date to a later specified date, the word **"from"** means "from and including" and the words **"to"** and **"until"** each mean "to but excluding."
- (g) The word **"dollar"** and the symbol **"\$"** refer to United States dollars and all references to payments, compensation, monetary amounts or currency shall be in United States dollars unless otherwise expressly stated.
- (h) Defined terms in this MSA shall be deemed to include their respective derivatives, contractions, conjugations, tenses and other forms so as to give due and proper intended meaning within the context of their usage.
- (i) Whenever approvals, consents or other forms of assent are required, permitted or intended, such approvals, consents and assent shall be determined in good faith and shall not be unreasonably withheld or delayed; provided, however, that any words or terms such as **"sole discretion," "sole judgment," "sole and exclusive," "arbitrary"** and the

like when used in conjunction with any such discretion, judgment, approvals, consents or other assent or action shall, with respect to that particular provision, be construed and interpreted to mean that the party whose approval, consent, assent or action is required may withhold or refrain from giving same, at any time and for any reason, which decision and determination shall be conclusive and binding for all purposes.

- (j) Unless otherwise expressly provided in this MSA, rights and remedies hereunder are cumulatively reserved by each party and are in addition to and not in lieu of any and all other remedies available to either party at law, in equity or otherwise as provided hereunder.

**1.6 No Drafting Presumption.** The parties are sophisticated and have been represented by counsel during the negotiation and drafting of this MSA. As a result, the parties have agreed that no presumption of any Laws relating to the interpretation or meaning of contracts or clauses against the drafter shall apply, and each party hereby waives any such presumption.

**2. DEFINITIONS.** Capitalized terms used in this MSA not specifically defined in the text of the MSA or in its Exhibits or Statements of Work have the following meanings:

- (a) **"Affiliate"** means any Supplier entity or entities Controlling, Controlled by or under common Control with the Supplier.
- (b) **"BP Services"** means any and all business process services set forth on a Statement of Work, which may include finance and accounting, support and administration, reconciliation and processing, treasury management, account and transaction processing, records management, accounts payable, human resources, benefits administration, customer relationship management, supply chain logistics, inventory management, procurement, distribution, facilities management and any other service involving, related to or designated by SOV as a business process service, and all materials, information and/or deliverables related to or in support of any of the foregoing.
- (c) **"CC Services"** means any and all call center services set forth on a Statement of Work, which may include call center facilities, communications, telecommunications, devices and resources, equipment, software, switching, routing and other systems, customer, client and operational call center support services, management, consulting, training, help desk and any other call center services involving, related to or designated by SOV as a call center service, and all materials, information and/or deliverables related to or in support of any of the foregoing.
- (d) Reserved.
- (e) **"Control"** with regard to an entity means the legal, beneficial or equitable ownership, directly or indirectly, of fifty percent (50%) or more of the capital stock (or other ownership interest, if not a corporation) of such entity ordinarily having voting rights, or effective control of the activities of such entity regardless of the percentage of ownership.

- (f) **"Customer Data"** means the following data, whether provided or produced before, on, or after the Effective Date, and whether owned by SOV or by others, including data owned by SOV's Clientele: (1) all data that is provided by or on behalf of SOV, or any SOV Clientele, to Supplier in order for Supplier to provide the Services, including keyed input and electronic capture of information by Supplier; (2) all data that is provided by or on behalf of Supplier to SOV by means of the Services; (3) all data that is produced by means of Services as an intermediate step in using or producing any of the other Customer Data, including databases and files containing other Customer Data; and (4) all other data related to the performance of the Services, including resource volumes, asset lists, configurations, service levels, scripts, job schedules, and any Statements of Work or other Exhibits. Without limiting the generality of the foregoing, Customer Data specifically includes "Personal Information" as defined in Section 21.1 and "Protected Health Information" as defined 45 CFR 160.103.
- (g) **"Customer Data Laws"** means the laws and regulations applicable at any time and from time to time during the Term to the proper handling of Customer Data, including data privacy, handling of personal data, trans-border data flow and data protection, including, but not limited to the rules and regulations promulgated under HIPAA and HITECH and Chapter 62 of Title 9 of the Vermont Statutes.
- (h) **"Data Security Standards"** means the highest industry standard administrative, technical, and physical safeguards and controls consistent with *NIST Special Publication 800-53* and *Federal Information Processing Standards 200* and including, but not limited to, those promulgated under HIPAA and HITECH, as well as the specific provisions specified in Exhibit E [Vermont Security Policies], and such other applicable SOV policies as may be implemented during the Term of the MSA, including policies, procedures and practices agreed upon between SOV and Supplier.
- (i) **"Documentation"** means all information, data, descriptive materials, Software source code annotations and documentation in accordance with such programming and coding documentation standards applicable to high quality entities that develop, publish, license, maintain and support software generally, all approved specifications, Service Level descriptions and details, any and all descriptions and specifications of the Requirements for each Statement of Work, included therein or created or developed thereunder, operational, functional and supervisory reference guides, manuals and all other information, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Supplier and/or Supplier's suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable SOV personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Supplier is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Supplier for its own comparable items or services; (ii) SOV for its own

comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.

- (j) **"Equipment"** means all hardware and tangible equipment, including computers, information processing units, servers, network facilities, controllers, routers, modems, communications and telecommunications equipment (voice, data, audio and video), cables, storage devices and media, printers, terminals, peripherals, input, output and transmission devices, and other tangible fixtures, mechanical and electronic equipment, whether owned or leased by or for the benefit of Supplier or SOV in connection with the Services or used by or for the benefit of Supplier to provide or support the provision of Services. Absent any specific reference to the contrary, the term "Equipment" shall refer to: (i) all or any portion of Equipment owned by SOV ("**SOV Equipment**"); and (ii) Equipment leased, rented or otherwise contracted from a third party ("**Third Party Equipment**"); and/or (iii) Equipment that is owned or controlled by Supplier ("**Supplier Equipment**").
- (k) **"Exhibit"** means any exhibit, schedule, attachment or other document attached to this MSA or executed by the parties at any time hereafter, including each Statement of Work hereunder, if such document states that it is an attachment or otherwise part of this MSA.
- (l) **"Final Acceptance"** will be defined in each applicable Statement of Work.
- (m) **"Facilities"** means the physical premises, locations and operations owned or leased by a party and from or through which the Supplier and/or its permitted contractors will provide any Services, whether or not specifically identified in a Statement of Work.
- (n) **"Information"** means all information, in any form and on any medium, now known or hereafter discovered or developed, furnished or made available directly or indirectly by or on behalf of one party to the other or otherwise obtained by or available to a party from any source as a result of or in connection with this MSA, including: (i) all information of a party to which the other and/or its permitted contractors has had or will have access, whether in oral, written, graphic or machine-readable form, including business or financial information, plans, strategies, forecasts, forecast assumptions, business practices and methods, marketing information and material, customer, supplier, and employee information, and all information concerning relationships with customers, suppliers and employees, proprietary ideas, concepts, know-how, methodologies, specifications, operations, processes and systems manuals, profiles, system and management architectures, diagrams, graphs, models, sketches, technical data, research and all other information related to a party's past, present or future business activities or operations; (ii) all Work Product; (iii) all information of a third party, including customers and suppliers, and all notes, analyses, reports and studies prepared by or on behalf of either party, during the Term or anytime thereafter; and (iv) all information entered or to be entered into Software or Equipment by or on behalf of or in respect of a party, as well as information obtained or derived from this information, including any such information as stored in, accessed or transmitted through or processed by Equipment or Software.

- (o) **"Insurance Industry Regulations"** means the statutes, rules and regulations governing the business of Vermont's Exchange and any of the Services to be provided by Supplier under this MSA, including, but not limited to the Affordable Care Act, which consists of The Patient Protection and Affordable Care Act, as amended by the federal Health Care and Education Reconciliation Act of 2010, pertaining to the federal mandate to render health insurance coverage widely available to the public, (as any of these or existing acts or future acts may be amended from time to time), 33 V.S.A. Chapter 18, subchapter 1, 8 V.S.A. Chapter 107, and such other statutes, rules and regulations that otherwise govern the sale of insurance, the business of the Exchange, and the Services to be provided by Supplier hereunder, including, but not limited to, the statutes, rules and regulations of any compliance regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, Public Law 111-5 ("**HITECH**"), any regulations and guidance issued pursuant to HIPAA and/or HITECH, and such guidance that may be provided by the Centers for Medicare & Medicaid Services ("**CMS**") from time to time.
- (p) **"IT Services"** means the information technology services set forth in a Statement of Work, which may include information or technology systems, Information, Equipment, Software, design, development, application support, web hosting, cloud hosting, application services, data and application engineering, data and database management or processing, data center Resources and Facilities, management information systems, operational, data processing, maintenance and support, consulting, monitoring, reporting, training, installation, help desk and any other services involving, related to or designated by SOV as an information technology service, and all materials, information and/or deliverables related to or in support of any of the foregoing.
- (q) **"Laws"** means any and all federal (national), state, provincial, municipal and/or local laws, regulations, rules, judicial decrees, decisions and judgments, executive and government orders and ordinances, including any and all directives of legislative and regulatory bodies, as well as rules and regulations of any self-regulatory organization by which a party may be bound, and unless the context clearly requires otherwise, shall include the Laws of each and every jurisdiction applicable to SOV, Supplier, this MSA and the performance of Services. Specifically, Laws shall include the Insurance Industry Regulations.
- (r) **"Losses"** means all losses, liabilities, damages, demands and claims, and all related costs and expenses (including reasonable legal fees and costs of investigation, litigation, settlement, judgment, appeal, regulatory fines, interest and penalties) incurred in connection with, arising from or caused by this MSA or the performance or failure of performance of any of the obligations or requirements of this MSA.
- (s) **"Out-of-Pocket Expenses"** means reasonable and actual out-of-pocket expenses necessarily incurred by Supplier for Equipment, materials,

supplies or Services provided to SOV, but not including Supplier's overhead costs, administrative expenses or other mark-ups.

- (t) **"Requirements"** means any and all Documentation, conditions, considerations and other criteria, terms and/or conditions that Supplier has agreed to provide, arrange or comply with in providing Services and otherwise performing Supplier's obligations as they relate to any Statement of Work, including all representations, warranties, Service Levels and other specifically identified requirements applicable to the Statement of Work, as well as all Documentation arising during the course of developing, implementing and performing Services and obligations in accordance with and as contemplated by the specific terms and conditions of this MSA, including but not limited to the Scope Assumptions as set forth in Exhibit E and the Appendix thereto.
- (u) **"Resources"** means any and all Facilities, Software, Equipment, personnel, Information and all other goods, services, materials, fixtures, tangible and intangible items, intellectual property, assets, licenses, rights and capabilities of either Supplier or SOV, regardless of the nature of the ownership, leasehold, licensing or the basis upon which any of the foregoing or the foregoing capabilities are available to such party.
- (v) **"Service Level"** means the specific level of performance Supplier is required to comply with and adhere to in providing the Services in conformity with the Requirements as set forth in each Statement of Work, consistent with the criteria and parameters specified in Exhibit D [Service Levels].
- (w) **"Services"** means, individually and collectively, the BP Services, CC Services, IT Services, as well as any and all other services, materials and items, tangible or intangible, now known or hereinafter developed or discovered, and which the parties include in Statements of Work, including development and design services, project and operations management, support and maintenance, consulting, training, facilities and resource management, engineering and application development and such other functions, processes and responsibilities as the parties agree upon and set forth in Statements of Work, all in furtherance of the delivery of the Exchange.
- (x) **"Software"** means the object code (and to the extent explicitly specified in a Statement of Work, source code) versions of applications programs, operating system software, licensing keys, network protocols and operating programs, computer software languages, utilities, other computer programs and related documentation, in whatever form or media, including the tangible media on which any of the foregoing are recorded, stored, transmitted and/or printed, together with all corrections, improvements, updates, derivative works, adaptations, versions, translations and releases thereof, which are used to provide or otherwise in support of the provision of the Services. Absent any specific reference to the contrary, the term "Software" shall refer to: (i) all or any portion of Software owned by SOV ("**SOV Software**"); (ii) Software used under license from a third party ("**Third Party Software**"); and/or (iii) Software that is owned or for which Supplier has an exclusive license ("**Supplier**

- Software**): References to Software shall be deemed to include the Documentation for such Software unless otherwise specifically indicated.
- (y) **"SOV Clientele"** means any of the clientele of SOV, including, but not limited to, individuals and small businesses, that use the Exchange to assist with their decision-making processes regarding the type and manner of insurance that they obtain, and any other issues or concerns that may arise regarding their insurance coverage.
  - (z) **"SOV Facility"** means any Facility owned, operated or managed by or on behalf of SOV.
  - (aa) **"Supplier Personnel"** means and refers to Supplier's employees and employees of Supplier's permitted contractors or permitted agents assigned by Supplier to perform Services under this MSA or a Statement of Work.
  - (bb) **"Term"** means the period of time commencing from the Effective Date of this MSA continuing through the Initial Term and, if applicable, any Renewal Terms or such earlier date as this MSA may expire or be terminated, as provided and permitted by the terms and conditions hereof.
  - (cc) **"Statement of Work"** means each separate project, task or description of services document, substantially in the form of Exhibit A (including any attachments thereto), or any other form agreed to by the parties, which are intended to describe the Services to be provided by Supplier to SOV hereunder.
  - (dd) **"Work Product"** means any tangible or intangible work product, creation, material, item or deliverable, documentation, information and/or other items created by Supplier, either solely or jointly with others, including by Supplier Personnel that are specifically commissioned by SOV pursuant to a Statement of Work or the Change Control Procedures under an existing Statement of Work, and which are developed, conceived of, prepared, procured, generated or produced by Supplier. Work Product specifically excludes any tangible or intangible work product, creation, material, item or deliverable, documentation, information, deliverables and/or other items created by Supplier that are created during or which arise from the performance by Supplier of the CC Services to be performed by Supplier, except to the extent that such tangible or intangible work product, creation, material, item or deliverable, documentation, information, deliverables and/or other items created by Supplier incorporate Customer Data or other SOV Information (as defined herein), in which case, such work shall be deemed to be Work Product hereunder. Subject to the restrictions set forth immediately above, Work Product may include ideas, inventions, improvements, discoveries, methodologies or processes, or writings, designs, models, drawings, photographs, reports, formulas, algorithms, patterns, devices, compilations, databases, computer programs, specifications, operating instructions, procedures manuals, or other documentation, whether or not protectable under Title 17 of the U.S. Code and whether or not patentable or otherwise protectable under Title 35 of the U.S. Code, that are developed, conceived of, prepared, arise, procured, generated or

produced in connection with this MSA, whether as individual items or a combination of components and whether or not the Services or the intended Work Product itself are or is completed or the same are or is reduced to practice during the Term. References to Services in this MSA shall be deemed to include all Work Product unless specifically stated to the contrary or the context clearly requires otherwise. For the avoidance of doubt, Work Product shall not be deemed to include Supplier Intellectual Property, provided SOV shall be granted a license to any such Supplier Intellectual Property that is incorporated into Work Product as set forth in Section 15.7 below.

- (ee) **Other Definitions.** Any other terms not defined above are defined in the text of this MSA below, generally when the term is first referred to or used. Specific terms applicable to a particular Statement of Work and not defined in this MSA may be defined in the Statement of Work involved.

### **3. MASTER SERVICES AGREEMENT**

**3.1 General.** This MSA contains the contractual terms and conditions for Services to be provided to SOV by Supplier pursuant to Statements of Work entered into by SOV and Supplier. Each Statement of Work shall be effective, incorporated into by reference and subject to all the provisions of this MSA, when mutually agreed upon and duly executed by the parties.

**3.2 Interpretation and Precedence.** This MSA is to be interpreted so that all of its provisions are given as full effect as possible. In the event of a conflict between or among any of the documents comprising this MSA, precedence shall be given first to the specific Statement of Work involved (provided however, that the following Sections of the body of this MSA cannot be amended except by an amendment to this MSA and no reference in a Statement of Work concerning any changes to such Sections, or any provisions therein in conflict with the provisions of such Sections shall have any effect: 3, 4.2, 6, 12.4, 15, 17, 20.3, 20.4, 21 - 28) and then to any Exhibits to such Statement of Work and second to the body of this MSA and any Exhibits to the body of this MSA; provided, however, that any amendment, modification or change to any term or condition of this MSA, which is, itself, included in any Statement of Work, shall be limited, restricted and effective, interpreted and construed to be of any force and effect only and solely with respect to that Statement of Work and the Services and terms and conditions hereunder applicable to said Statement of Work and the Services thereunder, even if the same or comparable Services are provided or performed on another Statement of Work.

### **3.3 No Implied Agreement; Non-Exclusivity.**

- (a) Nothing in this MSA obligates SOV to enter into any Statement of Work with Supplier or requires Supplier to perform or provide any Services to SOV except to the extent that Supplier hereby commits to prepare good faith proposals for and offers to perform work as requested by SOV, at rates and on terms no less favorable than those set out herein.
- (b) SOV may request information, proposals, offers or competitive bids from third parties on any terms and conditions, determined by SOV in its sole discretion, whether the same, similar or different than the terms in this MSA.

- (c) SOV may obtain services similar to, identical to, or in addition to or outside the scope of the Services at any time during the Term from a third party or provide them internally. SOV shall have no obligation to obtain from Supplier any services, whether or not included within the definition of Services hereunder and SOV shall only be obligated to pay for Services, in such amounts, to the extent, at such locations and in such other manner as is specifically set forth in a Statement of Work mutually agreed upon and executed by the parties.

#### 4. STATEMENTS OF WORK.

**4.1 Statement of Work Format and Contents.** Supplier will provide SOV with such Services, howsoever characterized or categorized, as are set forth in Statements of Work mutually agreed upon and entered into by the parties. The initial Statements of Work will be developed jointly between SOV and the Supplier. It is contemplated that the initial Statements of Work will be executed concurrently with the execution of this MSA.

Each Statement of Work must contain all the information required by the terms of this MSA and, at a minimum:

- (a) a detailed description of the scope of the Services to be provided, together with all Work Product applicable to the Services, and as provided more fully in Articles 7 and 8 of this MSA;
- (b) the "**Statement of Work Effective Date**" (which shall be the date the parties specify in the Statement of Work or, if none is specified, shall be the last date of execution of such Statement of Work by both parties), or such other date mutually agreed upon and set forth in the Statement of Work, to the termination or expiration date of the Statement of Work ("**Statement of Work Term**"), and a detailed milestone, progress, delivery, service availability and completion schedule, in sufficient detail applicable to the Services contemplated and required by the Statement of Work ("**Milestone Schedule**");
- (c) detailed specifications describing and defining the relevant design, functional, operational and performance characteristics, specifications, configurations, standards and criteria applicable to the development, delivery and performance of the Services, including applicable Service Levels and Service Level Credits;
- (d) each location related to or involved in the performance of Services, together with a detailed description of all Supplier Resources applicable to the Statement of Work and Services, as well as any SOV Resources which may be required by Supplier and which SOV agrees to provide to Supplier, in order for Supplier to provide the requested Services;
- (e) all manuals, guidelines, procedures, methodologies, records, reports, customer service scripts and screens, design, program, functional, operational and other specifications and documentation for all Work Product;
- (f) the proposed criteria and procedures to be used by SOV to verify and confirm the completeness, accuracy and acceptability of the Services and the conformance of such Services to the Requirements related to the

- achievement of any milestone on a Milestone Schedule (if transitioned or delivered in phases).
- (g) Specific information concerning development, timing and scope of any impact analysis, feasibility study or other inquiry or evaluation required by Supplier to determine whether and to what extent the proposed Services may affect SOV, the conduct or performance of any other Services furnished or to be furnished by Supplier or any other Statement of Work under this MSA;
  - (h) the amounts payable by SOV in respect of the Statement of Work, whether fixed price, time and materials or any combination thereof, and any other amounts required hereunder, subject to and in accordance with the terms and conditions of this MSA (the "**Charges**"). Supplier acknowledges that most SOV purchases are not subject to federal or state sales or excise taxes and must be invoiced tax-free. An exemption certificate will be furnished upon request covering taxable items. Supplier agrees to pay all Vermont taxes which may be due as a result of this MSA or any Statement of Work. For ease of reference, the term "**Charges**" shall be used to refer, individually and collectively, to Charges, Pass-Through Expenses, and other amounts payable by SOV to Supplier pursuant to the terms and conditions of this MSA;
  - (i) an identification of Supplier Personnel in Key Supplier Positions assigned to the performance of the Services in connection with the Statement of Work;
  - (j) the security, disaster recovery, business continuity procedures, controls and associated Supplier Resources necessary to satisfy the Requirements described in this MSA which are applicable to the Statement of Work;
  - (k) a detailed responsibility matrix that specifies Supplier Personnel roles and responsibilities in connection with the performance of the Services and completion of the Statement of Work in a timely manner, consistent with the Milestone Schedule set forth in the Statement of Work, as well as any SOV responsibilities, approvals or Resources which are required by Supplier and agreed by SOV to be necessary for the proper implementation and performance of the Services; and
  - (l) If any Service set forth on a Statement of Work is a service, function, operation or activity which SOV or any SOV supplier (other than Supplier) is performing, conducting or providing and which will be transitioned or migrated from SOV (or a SOV supplier), the Statement of Work shall include a detailed, specific and itemized chronological transition and migration plan, including schedules, milestone and cutover dates, parallel and concurrent testing programs, overlap periods and all other charts, directions and descriptions ("**Migration Plan**") necessary for a seamless and efficient transfer, transition and migration to the Service contemplated by the Statement of Work, without interruption, disruption or degradation of service, functionality or operations or adverse effect of any kind on SOV, its personnel, suppliers, customers and/or clients; and
  - (m) Such other provisions as are relevant to the provisions of the Services.

**4.2 Changes to Statements of Work.** Any and all changes to a Statement of Work and the Services to be performed thereunder, except for specific changes identified and provided within the framework of procedures and terms and conditions specifically identified and provided for in this MSA or the Statement of Work itself, shall only be made in accordance with the change control criteria and procedures applicable to any particular Services or any aspect of any Services as described and specified in Exhibit H ("**Change Control Procedures**") and, if applicable, any supplementary procedures set forth in the applicable Statement of Work as permitted by such Change Control Procedures. Each change to any Services made by the parties properly in accordance with the Change Control Procedures shall form part of the Services for all purposes thereafter, as that term is defined and used in this MSA, for any and/or all Statements of Work involved and affected thereby.

**5. TERM.**

**5.1 Initial Term; Renewal Term.** This MSA shall be effective and the Term shall commence as of the Effective Date and, unless renewed or terminated in accordance with the provisions hereof, shall continue for an initial Term of two (2) years thereafter ("**Initial Term**"). SOV shall have the option, exercisable upon at least ninety (90) days' written notice to Supplier prior to the expiration of the Initial Term, to renew this MSA for no more than two (2) additional one (1) year renewal Terms (each, a "**Renewal Term**" and collectively with the Renewal Terms, the "**Term**"). Any renewal Term that is mutually agreed upon in writing by the parties that is different from what is provided in this Section shall also be deemed to be a "**Renewal Term.**"

- (a) In the absence of anything set forth in the Statement of Work to the contrary, the option to renew this MSA shall be deemed to give SOV the option to renew the original Statements of Work that are to be executed by the parties pursuant to and in contemplation of having executed this MSA on the same terms and conditions as the renewal of the MSA.
- (b) The terms and conditions of this MSA shall continue in full force and effect with respect to each and every Statement of Work. Unless specifically agreed by SOV and stated in the Statement of Work, all work contemplated under each Statement of Work shall be completed during the Term.

**5.2 Statement of Work Term; Renewals.** Each Statement of Work shall be effective as of its Statement of Work Effective Date and shall continue to the end of the applicable Statement of Work Term unless otherwise specified in the Statement of Work. Any renewal terms that are specific to a Statement of Work and different from the renewal option set forth in this Article shall be contained in the Statement of Work.

## **6. SERVICES.**

**6.1 Description of Services.** Supplier agrees to provide and shall perform the Services described in this MSA and all Statements of Work in accordance with and subject to the terms and conditions set forth in this MSA, including in compliance with all applicable Laws, Data Security Standards and Insurance Industry Regulations. If any services, functions or responsibilities are not specifically described or included within the definition of "Services" hereunder, but are required for the proper performance of Services hereunder, they will be deemed to be implied by and included within the scope of the Services to the same extent as if specifically described in this MSA or each Statement of Work involved.

**6.2 Service Delivery Mechanisms.** Supplier acknowledges SOV operates in a business environment characterized by constant change, and the performance of Services may require the continued and dynamic setting of priorities based on changing business requirements, transactions and operations from time to time as may be communicated to Supplier by SOV (subject to any confidentiality and contractual restrictions by which SOV may be bound) at any time and from time to time during the Term, and necessitated by changes in the Insurance Industry Regulations or otherwise, but in all events subject to the Change Control Procedures. So long as Supplier meets all of its obligations under this MSA, including achieving the applicable Service Levels, and meeting the requirements of each Statement of Work, except as provided in a Statement of Work otherwise, Supplier shall have the right to change the Supplier Personnel used to perform Services hereunder. Notwithstanding the above, nothing herein shall be deemed to require Supplier to violate any Laws, and if, during the course of the Term, there is a change in Law that requires modifying, altering, eliminating, diminishing or otherwise making any substantive change to the Statement of Work, the provisions of Section 23.2(m) [Compliance with Laws] shall control.

### **6.3 Deleted.**

**6.4 Resources.** Unless otherwise expressly provided in this MSA, all Resources required for the proper performance of Services by Supplier hereunder shall be under the control, management and supervision of Supplier and Supplier shall be responsible, at its sole cost and expense, for procuring, obtaining and making available, in proper and qualified, professional and high quality working and performing order, all such Resources.

**6.5 Proposal Assistance.** If at any time during the Term, SOV elects to request any bid, quote, information and/or proposal from one or more third party service providers for the provision of all or any part of the Services being provided by Supplier hereunder, Supplier shall cooperate with SOV by providing SOV reasonable access to relevant Supplier Personnel for the benefit of SOV in connection with SOV's request. Nothing herein shall be deemed to create an affirmative obligation on the part of Supplier to disclose any of its confidential information or to provide any such third party provider with access to Supplier's Facilities, if in Supplier's reasonable judgment in good faith, such third party provider is a competitor of Supplier. In the event that such third party provider is not a competitor, then Supplier's obligations pursuant to this Section are subject to the conditions that: (i) each such third party service provider agree, in writing, to reasonable security and confidentiality restrictions, generally in

accordance with the provisions and requirements of this MSA; and (ii) that such activities shall not adversely disrupt Supplier's ability to provide Services.

**6.6 Premier Customer.** Supplier will treat SOV as a premier and significant customer in all respects, consistent with Supplier's practices and treatment of its best and most favored customers. As such, SOV shall be entitled to the following:

- (a) **Continuous Improvement.** Throughout the Term, Supplier shall, subject to and always consistent with the Requirements and provisions of this MSA, proactively stay abreast of emerging technology and processes and present to SOV for SOV consideration: (i) opportunities to implement improved Supplier Resources, processes and methodologies in connection with the Services; (ii) opportunities to implement improved SOV Resources, processes and methodologies then currently used by SOV in performing services and operations which have been retained by and are performed by SOV and which relate to the Services; (iii) any other opportunities Supplier may choose to bring to SOV's attention which Supplier is or becomes aware of and may be of potential benefit for SOV to consider; and (iv) potential improvements in Service Levels, whether identified as proven techniques and tools from other installations within its operations or through industry awareness or otherwise. Supplier shall include references to all of the foregoing items in the periodic reports provided to SOV in connection with Statements of Work and this MSA generally. Supplier shall cooperate with SOV in evaluating such proposed improvements, which, for the avoidance of ambiguity, shall not be implemented by Supplier unless reviewed, approved and agreed upon in accordance with the Change Control Procedures or a subsequent Statement of Work entered into by the parties.
- (b) **Disaster Recovery Priority.** In accordance with the requirements of this MSA, in the event of a disaster, material interruption or any disruption in or affecting the Services, in prioritizing and dedicating efforts by Supplier to recover and resume normal and proper Service delivery and the provision of services, information and resources to its other customers generally, no other Supplier customer will receive higher priority than SOV, including all efforts and activities with respect to the Resources involved in performing such efforts and activities and recovering or resuming Services.
- (c) **Priority Staffing.** Supplier shall make a good faith effort throughout the Term to assign Supplier's best qualified personnel resources to the SOV account and overseeing the Services and interfacing with SOV personnel.

**6.7 Third Party Resources.** From time to time SOV may request that Supplier obtain and provide to SOV, at SOV's expense, third party Resources related to the Services but outside the scope of what Supplier is then obligated to provide under a Statement of Work, including the benefit of any volume purchasing discounts, pricing or terms available to SOV or its suppliers. Supplier shall notify SOV at the time of any such request of any relationships Supplier may have with such suppliers that may be of benefit to SOV in this respect. To the extent that SOV may have a more favorable relationship with any third party supplier, upon notice from SOV, Supplier agrees to obtain such Resources from SOV's designated supplier and unless otherwise specifically

agreed by SOV in writing, Supplier will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of SOV and the Services provided hereunder.

## **7. DEVELOPMENT, IMPLEMENTATION AND DOCUMENTATION.**

**7.1 Specifications.** For each of the aspects and/or functional areas of the Services to be designed and/or delivered by Supplier under this MSA, Supplier shall develop, create and deliver to SOV, as applicable, detailed functional specifications for the Services required by each Statement of Work, (the "**Specifications**"). The scope and details of the Specifications, including, but not limited to, delivery times, approval processes, Milestone Schedule(s) and any Migration Plans shall be set forth in the applicable Statement of Work.

## **8. ACCEPTANCE.**

**8.1 Acceptance, Acceptance Testing and Acceptance Testing Procedures.** The criteria for acceptance of all deliverables under this MSA ("**Acceptance**"), criteria for testing and determining Acceptance ("**Acceptance Testing**"), timing for resubmission in the event that any of the Acceptance Testing fails, and all other details related to Acceptance and Acceptance Testing, shall be set forth in the applicable Statement of Work.

## **9. THIRD PARTY COOPERATION**

If SOV contracts with a third party to perform any service similar to or to enhance all or any portion of any of the Services, Supplier will cooperate with SOV and the third party, including provision of: (i) written Documentation so that any enhancements or developments may be operated by Supplier; (ii) commercially reasonable assistance and support services to such third party at the Charges specified in the applicable Statement of Work; and (iii) reasonable access to Supplier's Resources and Services operations as necessary for such third parties to perform their work; provided, however, that cooperation with third party auditors and benchmarkers shall be as otherwise set forth in this MSA. SOV shall use reasonable efforts to require such third parties to comply with Supplier's reasonable requirements regarding confidentiality, operations, standards, and security. Supplier shall support and maintain such third party work product, provided the service provider complies with any Documentation applicable to Supplier in respect of the Services involved. The cost, if any, of any incremental Resources necessary to accommodate such third party work and activity shall be borne by the third party service provider.

## **10. MAINTENANCE AND SUPPORT**

**10.1 Corrective Maintenance.** Supplier shall immediately, upon discovery of same or upon electronic, telephonic or any other form of notice from SOV or any other entity, commence the correction of any errors, defects and problems which prevent any Services from performing or being provided in accordance with the Requirements. Supplier shall immediately notify SOV of the nature of the problem and steps being taken to resolve and correct same. A Problem Level Code, (as defined in Exhibit D) shall be assigned as described in Exhibit D to such problem and Supplier agrees to follow the Problem Resolution Activity Timetable applicable thereto and defined therein. If Supplier identifies more than one commercially reasonable and equally satisfactory method for

properly resolving a particular problem, Supplier shall promptly inform SOV of each of the various solutions, the time required to implement each, the differences of each potential solution, including the impact of each upon the Services, and a recommendation and Supplier's reasons therefor. SOV shall have the opportunity to select the solution to be implemented by Supplier, but no such selection shall relieve Supplier of its obligations to meet the Requirements hereunder with respect to the Services involved.

**10.2 Forecasting.** Unless otherwise set forth in a Statement of Work, Supplier shall be responsible for providing reasonable forecasts (of staffing and other matters relevant to SOV's operations and the provision of Services by Supplier hereunder) and updated forecasts upon such times to be agreed upon and set forth in, or under, the Statement of Work, with such further detail as the parties may agree from time to time. Based upon such forecasts, to the extent relevant for the applicable Statement of Work, Supplier will make recommendations for any changes to the Services, taking into account factors that are unique to such Services, the geographic location where the Services are to be provided, and other relevant factors that will reasonably impact the operation of the Exchange or the provision of the Services, including, but not necessarily limited to, hardware and/or software capacity training and other considerations applicable to the Services involved. Any changes and/or recommendations will be designed to minimize interruptions, disruptions and/or any degradation of Services. Supplier shall update and notify SOV as and when any forecast changes are required or appropriate based on updated information.

**10.3 Preventative Maintenance.** Supplier shall provide on-going support and perform preventive maintenance for all Services, including process improvements, upgrades, new releases, enhancements, performance engineering and coding updates and improvements, routine by-passes, fixes and patches of minor problems, pending a new release version or more permanent correction, application tuning, code restructuring, and other efforts undertaken to improve the efficiency and reliability of the Services and minimize on-going maintenance requirements, while maintaining the Services in conformity with the Requirements. Supplier shall, within ten (10) days of each Statement of Work Effective Date and on or before each annual anniversary of that date thereafter during the Statement of Work Term, provide SOV with an annual forecast and projected schedule of regularly scheduled preventive maintenance for the Services, structured to minimize any interruption, disruption and/or degradation of the Services. Supplier shall update and notify SOV as and when any changes to such schedule are required or appropriate based upon updated information or changed Requirements.

**10.4 General Support.** Supplier agrees to provide SOV with the following general support for the Services, at no additional cost unless otherwise specifically provided in the applicable Statement of Work:

- (a) Supplier shall correct and repair all Services, following telephonic, electronic or other notification of any failure, malfunction, defect or nonconformity which prevents the Services from performing as warranted and otherwise required hereunder;
- (b) Supplier shall acknowledge and confirm to SOV, by telephone (or other confirmed means), the commencement of problem resolution activities in

response to any failure, malfunction, defect or nonconformity in any Services, within one (1) hour, and shall apply on a continuous, dedicated basis all necessary Supplier Personnel and Resources to resolve the problem and restore Services to the requisite Service Levels, as soon as possible but in no event later than four (4) hours from the commencement of problem resolution activities. Supplier's activities shall be consistent with the Problem Level Code assigned in accordance with Exhibit D. If the problem cannot be satisfactorily resolved within said four (4) hour period and said problem may or actually does cause the Services to fail to meet the Service Levels (on an extrapolated basis, if applicable), then in addition to any Service Level Credits or other rights, obligations and activities required or permitted hereunder, Supplier shall immediately institute the Contingency Plans (as defined in Section 25.6 (d) [Force Majeure; Contingency Plans] applicable to the Services involved and maintain same in effect until the original problem is resolved and proper Service can be restored.

- (c) Supplier and SOV shall provide consultation, cooperation and technical advice and information to each other in order to assist in problem resolution and problem prevention efforts hereunder;
- (d) Supplier shall provide, on a best commercially reasonable efforts basis, any services SOV reasonably determines are necessary and related to the Services under any Statement of Work, to cause the Services to meet the Requirements and achieve or exceed the Service Levels (provided that nothing in this Section excuses any failure of Supplier to meet the Requirements and achieve or exceed the Service Levels); and/or
- (e) Supplier shall make available to SOV such other related, enhanced and/or customized services reasonably required by SOV, even if not covered by the Statement of Work involved (but within the general scope of the Statement of Work), in accordance with the Change Control Procedures, including any commercially reasonable Charges for same.

## **11. PERFORMANCE STANDARDS AND SERVICE LEVELS**

**11.1 Service Levels.** In providing Services hereunder, Supplier shall meet or exceed the Service Levels applicable to each of the Services hereunder. Unless otherwise set forth in the applicable Statement of Work or Service Level Exhibit, Supplier's actual performance against the required Service Levels will be measured on a monthly basis.

### **11.2 Performance Standards.**

- (a) If any of the Services hereunder does not have a specifically defined, designated or associated Service Level, Supplier shall perform such Service or obligation with a level of accuracy, quality, completeness, timeliness, and responsiveness that meets or exceeds: (i) the level of performance by SOV or any third party providing such services for SOV immediately before the applicable Statement of Work Effective Date (and/or if any such services also continue to be performed by or for SOV during any Statement of Work Term, any improvements therein); and (ii) the highest industry standards of other sophisticated outsourcing companies providing services similar to the Services, taking into

consideration any differences in the delivery of services by SOV or any third party that would reasonably impact different outcomes for Supplier.

- (b) Supplier shall at all times: (i) perform all Services and obligations promptly, diligently and in a workmanlike and professional manner, using qualified Supplier Personnel; and (ii) perform the Services and its obligations hereunder in a manner consistent with the mutually agreed upon pricing methodology for Charges payable by SOV set forth in the Statement of Work while still meeting required Service Levels and the Requirements.

**11.3 Measurement and Monitoring Tools.** Supplier shall implement measurement and monitoring tools and procedures satisfactory to SOV reasonably designed to measure the Services and compare such performance to the applicable Service Levels. Supplier shall provide SOV with periodic reports of Service Level performance, with such frequency and in such formats as are mutually agreed upon, with information and a level of detail sufficient to verify Supplier's compliance with said Service Levels. Upon SOV's request, Supplier shall provide SOV or its auditors with any information and access to the measurement and monitoring tools necessary to verify compliance by Supplier with the Service Levels and shall maintain a database of such information and reports and make same available to SOV and its auditors for verification purposes at all times. Each Statement of Work shall, at SOV's option, specify such additional and more frequent monitoring, auditing and reporting tools and reports, to correspond to SOV's requirements and the Services applicable to that Statement of Work.

**11.4 Failure to Meet Service Levels.**

- (a) Supplier acknowledges that its failure to meet any Service Levels may have a material adverse effect on the business and operations of SOV and that the actual amount of damage sustained by SOV because of such failure would be impracticable, extremely difficult or impossible to determine. Accordingly, if Supplier fails to meet a Service Level, SOV will be entitled to Service Level Credits (as described in Exhibit D and as more specifically set forth in the applicable Statement of Work for the Services involved) toward future invoices for all Services performed under this MSA (to be applied as directed in writing by SOV, or if SOV does not provide any such directions, then to the next invoice(s) until such Service Level Credits are applied in full) in the amount calculated in accordance with the Statement of Work involved. Damages awarded to SOV for a breach shall be reduced for Service Level Credits paid by Supplier for a failure to meet applicable Service Levels arising from the facts giving rise to the breach.
- (b) If any Services fail to meet the requisite Service Levels or otherwise upon SOV's request for any deficiencies in the Services, Supplier shall immediately: (i) perform a root-cause analysis reasonable under the circumstances to identify the cause of any deficiency or failure of a Service to meet applicable Service Levels; (ii) provide SOV with a written report detailing such root cause of, and procedure for correcting, such deficiency or failure; (iii) implement such correction procedure; and (iv) provide SOV with assurances reasonably satisfactory to SOV that such deficiency or failure will not recur following the completion of the

implementation of the procedure. Notwithstanding anything to the contrary, the parties agree that Supplier will not be responsible for the failure to perform the Service Levels under any Statement of Work as a result the failure of SOV to perform its obligations under this MSA or the applicable Statement of Work, the failure of SOV's software or systems provided, the acts and/or omissions of any third party vendors of SOV, or as otherwise set forth in the Statement of Work.

**11.5 Adjustment to Service Levels.** The parties will review the Service Levels at least bi-annually, or more frequently as either party may request. The parties may by mutual written agreement add to, delete or adjust the Service Levels, in whole or in part; provided, however, that in no event will SOV be obligated to agree to any additions, deletions or adjustments that it believes to be less advantageous than the Service Levels contained in any Statement of Work. The reasons for additions, deletions or adjustments to the Service Levels hereunder may include improved performance capabilities associated with advances in the technology and methods used to perform Services, or changes in SOV's business or technology environment, such as the implementation of a major initiative that changes the nature of the Services or any business process or operational improvements implemented or instituted by SOV or improvements in Supplier's Resources or operations; or other changes to the scope of work which render the achievement of the originally agreed upon Service Levels unreasonable or impractical.

## 12. EQUIPMENT AND FACILITIES

### 12.1 Equipment.

- (a) Except for Equipment specifically provided by SOV and specified in a Statement of Work, Supplier, itself or through its suppliers, will be solely responsible for procuring, maintaining and making available all Equipment necessary and/or appropriate to effectively and properly provide the Services. If specifically set forth in a Statement of Work, SOV shall make available SOV Resources, that will continue to be owned or leased by or for SOV, then Supplier shall: (i) use the SOV Resources solely and exclusively to provide Services and Supplier shall not use SOV Resources to provide any goods, services, information, material or resources to or for the benefit of any third party; (ii) comply with any directions from SOV concerning the location, use and disposition of SOV Resources; (iii) upon SOV's written request, provide, or arrange for third parties to provide, maintenance of and necessary support for the SOV Resources equal or superior to that provided prior to the Statement of Work Effective Date, at the same or lower cost; and (iv) if applicable, return such SOV Resources to SOV's possession, custody and control at a SOV designated location, upon the expiration or termination of the applicable Statement of Work, in the same condition it was in on the Statement of Work Effective Date or such other date such SOV Resources were initially made available to Supplier, if later, in each case ordinary and reasonable wear and tear excepted.
- (b) If specified in a Statement of Work, SOV shall assign, and Supplier shall assume, all of SOV's obligations under leases for Equipment used to provide Services in such Statement of Work or SOV may sell Equipment

owned by it to Supplier ("**Transferred Equipment**"). Supplier, with SOV's assistance, shall seek to obtain consents to such assignments and shall arrange for full releases of SOV's liability under such leases and provide such other security, collateral or insurance, as SOV may reasonably require, to indemnify and hold SOV harmless from and against any further liability. The Statement of Work shall state any other terms and conditions applicable to such Transferred Equipment, if any. Assignment of SOV's interests in the Transferred Equipment is and shall be made "AS IS," AND "WHERE IS," WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND AND SPECIFICALLY WITHOUT ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**12.2 Facilities.** Except for SOV Resources as described in this Section and as specifically set forth in a Statement of Work, Supplier will be responsible for procuring, managing, maintaining and otherwise making available all Resources necessary to provide the Services in accordance with the Requirements hereunder. Supplier will seek and obtain, in advance and in writing, SOV's prior written approval for any relocation of any Supplier Facilities at, from or through which the Services are provided and shall manage any such permitted changes in accordance with the Change Control Procedures. To the extent contemplated in any Statement of Work, Supplier shall provide, at no additional cost to SOV, space and reasonable office resources, supplies and facilities for an adequate number of SOV personnel, in support of and in connection with the Services to be provided or performed at each Supplier Facility. Unless otherwise provided in a Statement of Work, no Supplier Facility providing Services pursuant to this MSA and any Statement of Work shall be located outside the United States.

**12.3 Dedicated/Partitioned Environment.** Unless otherwise provided in a Statement of Work, Supplier shall provide all Services in the United States using customer care consultants and line leadership dedicated solely to supporting SOV and Supplier shall not provide any Services from a non-partitioned or shared processing environment unless specifically approved in writing by SOV, in its sole discretion. In addition to any other security requirements and protections specified in this MSA, those areas of Supplier's Facilities used in the provision of the Services or in which SOV Information is stored, used, accessible, transmitted, processed or otherwise available shall be partitioned and separately secured. Security controls will include, at a minimum: (i) inspecting, authenticating and verifying identification and allowing only authorized personnel to enter such Supplier Facilities and partitioned areas; (ii) monitoring and logging access to Supplier Facilities and partitioned areas; (iii) utilizing Equipment and Software that do not allow for the physical download of SOV Information (e.g., computers without attached CD-ROM); and (iv) printing and/or reproducing physical copies only as necessary to perform the Services (i.e., on a "need-to-print", "need to copy" basis), providing SOV with access, upon request and on a periodic basis, to print logs maintained by Supplier, and establishing, maintaining and enforcing policies approved by SOV requiring the shredding and secure disposal of documents, materials and all media containing SOV Information and that no physical copies are removed from secured and partitioned areas of Supplier's Facilities. Equipment located in partitioned SOV areas of Supplier's Facilities will be on a separate local area network and will have a separate file server and Supplier Personnel will not

have access (e.g., email or Supplier file servers) therefrom. The cost of building out the segregated and partitioned SOV areas of Supplier's Facilities will be borne by Supplier.

**12.4 SOV Facilities.** If and to the extent specified on the Statement of Work, during the Statement of Work Term, SOV shall make available to Supplier space in any SOV facility applicable to the Services and Statement of Work involved ("**SOV Facility**"), subject to the conditions that Supplier: (i) shall only use such space solely and exclusively for and in support of the Services; (ii) shall not use SOV Facilities to provide goods or services to or for the benefit of any third party; (iii) shall comply with the leases, security, use and rules and agreements applicable to the SOV Facilities; (iv) shall not use SOV Facilities for any unlawful purpose; (v) shall comply with all policies and procedures governing access to and use of SOV Facilities that are provided to Supplier in writing; (vi) instruct Supplier Personnel not to photograph or record, duplicate, disclose, transmit or communicate any SOV Information or any other information, materials, data or other items, tangible or intangible, obtained or available as a result of permitted use of SOV Facilities; and (vii) return such space to SOV in the same condition it was in on the Statement of Work Effective Date, ordinary wear and tear excepted. SOV Facilities will be made available to Supplier on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

### **13. SUPPLIER PERSONNEL.**

#### **13.1 Qualifications; Personnel Security; Continuity.**

- (a) Supplier will perform and support the Services consistent with the Requirements. Supplier Personnel will be properly educated, trained and qualified for the Services they are to perform and Supplier will put appropriate training in place to meet initial and on-going training requirements of Supplier Personnel assigned to perform Services.
- (b) Supplier shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Supplier-specific training, education and orientation for all Supplier Personnel assigned or to be assigned to perform Services or support the Requirements, including any costs and expenses to smoothly and successfully transition or migrate Services to Supplier in a timely and efficient manner, if and as specified in the Statement of Work. The Charges for SOV program-specific training will be set forth in the Statement of Work.
- (c) Except as otherwise agreed in a Statement of Work, all Supplier Personnel, in addition to any Supplier security policies and procedures, shall be required to comply with the security requirements in this MSA and SOV's Security Policies, as set forth in Exhibit F, as such policies may be modified, amended or replaced from time to time. Supplier Personnel in a position to obtain or have access to SOV Information shall be subject to the background checks set forth in Exhibit F-1.
- (d) All Supplier employees providing or assigned to provide Services or otherwise in a position to obtain or have access to SOV Information, shall be required to execute the Member Commitment Form attached as Exhibit B, and all other Supplier Personnel providing or assigned to provide

Services or otherwise in a position to obtain or have access to SOV Information shall be required to execute the Intellectual Property Rights Agreement substantially in the form attached as Exhibit B-1, prior to being assigned by Supplier and commencing performance of any Services or work in support of any Services hereunder. Supplier shall provide SOV with a signed copy of each such agreement immediately after each is signed as required.

- (e) The timing for transfer, reassignment or replacement of Supplier Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels. Except as otherwise set forth herein, with respect to Key Supplier Positions, a transfer, reassignment or replacement will only be performed in accordance with a succession plan mutually agreed upon by the parties.
- (f) If SOV believes any Service requires continuity and dedicated support or attention from Supplier, SOV may request, by written notice to Supplier, that Supplier assign one or more individuals, on a full time, dedicated and exclusive basis to the support, performance and provision of such Service and the parties will work through the details of any such assignment, temporary or permanent, in accordance with the Change Control Procedures, including the documentation of additional Charges, if any, for same.

### 13.2 Key Supplier Positions.

- (a) Certain Supplier Personnel positions are or will be identified in this MSA or a Statement of Work as "**Key Supplier Positions**" which shall include, at a minimum, the Supplier Account Manager described below and a project manager for each Statement of Work ("**Supplier Statement of Work Project Manager**") described below. SOV reserves the right to interview and approve Key Supplier Position assignments, and SOV and Supplier may agree to change or update the Key Supplier Positions at any time and from time to time based on mutual agreement. Unless otherwise set forth in a Statement of Work, Supplier will cause the personnel filling the Key Supplier Positions to devote full time and dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services. Personnel filling Key Supplier Positions will be assigned for the period of time set forth in the Statement of Work, if any, or if not, then the shorter of the duration of their positions under the applicable Statement of Work, or eighteen (18) months, and Supplier will obtain SOV's written approval at least sixty (60) days prior to changing or reassigning any personnel filling the Key Supplier Positions; provided, however, Supplier will have no obligation to obtain such sixty (60) days prior approval of the Key Supplier Position change in the event that (i) Supplier is terminating the employment of the individual for cause, (ii) the individual has terminated his or her employment with Supplier, or (iii) the individual is physically unable to perform his or her required functions (e.g., death, illness, military service, or in compliance with the Family and Medical Leave Act) (provided that in any event SOV shall have the right to interview and approve the replacements therefor).

- (b) Supplier will designate an individual to serve as the "**Supplier Account Manager**" who will: (i) be a senior employee within Supplier's organization, with the information, authority and resources available to cause Supplier to properly discharge its responsibilities to SOV required hereunder (including all then current Statements of Work); (ii) serve as primary interface and the single-point of accountability and responsibility for the relationship between the parties; (iii) have responsibility for SOV customer satisfaction and authority to manage resolution of issues raised by SOV; (iv) devote all appropriate efforts to managing and coordinating the Services (and the parties on the Effective Date estimate this will require approximately one quarter dedication); and (v) periodically visit Supplier's Facilities, or SOV's Facilities or such other appropriate location as reasonably requested by SOV.
- (c) Supplier will under each Statement of Work designate an individual to serve as the "**Supplier Statement of Work Project Manager**" who will: (i) be a senior employee within Supplier's organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary interface and the single-point of accountability and responsibility for the provision of Services by Supplier; (iii) have day-to-day responsibility for, and authority to manage, SOV customer satisfaction; (iv) devote full time and dedicated efforts to managing and coordinating the Services; and (v) be located at Supplier's Facilities, or SOV's Facilities or such other appropriate location as Supplier and SOV may mutually agree.

### 13.3 Personnel Assigned to SOV Account.

- (a) SOV and Supplier both agree it is in their best interests to maintain the continuity of Supplier Personnel performing the Services. Accordingly, Supplier will provide SOV with data concerning the turnover rate of Supplier Personnel under this MSA (including the turnover rate applicable to staff holding 'middle-management' positions and other separate categories reasonably requested by SOV), meet with SOV to discuss the reasons for, and impact of, staff turnover and otherwise keep and/or restore such turnover rate to a level commercially reasonable in light of the geographic locations of the Services and the nature of the Services being performed, as may be further described in the applicable Statement of Work. If appropriate, Supplier will submit to SOV its proposals for reducing the turnover rate, and the parties will mutually agree on a program to bring the turnover rate to acceptable levels.

- (b) If SOV reasonably determines for any lawful purpose that any Supplier Personnel may be adversely affecting the Services, SOV, SOV's business, operations or reputation, is acting in a manner inconsistent with or detrimental to the proper performance and delivery of Services, is or may be disruptive or unqualified, or has violated any Laws or any Supplier or SOV policies or Requirements hereunder, Supplier will attempt to remediate the situation, and if unable within a reasonable time to remediate the situation to the reasonable satisfaction of SOV, or if Supplier determines instead to remove such individual, then Supplier shall promptly remove such individual from the SOV account and shall replace such individual with another individual of suitable ability and qualification.
- (c) There will be no charge to SOV for any replacement or temporary employee or other personnel while the replacement acquires the necessary orientation and training to properly take on the position and make a productive contribution commensurate with the requirements of the position.

#### **13.4 Changes in Supplier Personnel.**

- (a) If Supplier fails in any material respect to meet the Requirements, and a root cause analysis determines that the failure was due in material part to an inadequate number of personnel, then Supplier shall promptly assign appropriate personnel to address the inadequacy. As mutually agreed, changes to the number of Supplier Personnel shall be documented either as part of the forecasting process or in accordance with the Change Control Procedures. Notwithstanding the foregoing, nothing herein shall be deemed to require Supplier to increase the number of those Supplier Personnel who are assigned to perform Services for SOV on a variable basis (e.g., CC agents) without adjusting the Charges as set forth in the applicable Statement of Work.
- (b) Unless SOV is paying for specific Services hereunder on a fixed price basis, if SOV believes that Supplier is inefficiently utilizing any Resources or Supplier Personnel assigned to perform Services, SOV may give Supplier a notice requesting a decrease in the number of Supplier Personnel. Upon receipt of such notice, Supplier shall, within five (5) days from SOV's notice, provide SOV with a recommendation which Supplier reasonably considers will accomplish the requisite decrease or Supplier may provide an objection to such decrease, citing the reasons therefor in reasonable detail. SOV and Supplier will discuss any objections and mutually agree upon any modifications necessary to Supplier's recommendation. Only if and when a recommendation is approved by SOV shall Supplier implement the decrease, without delay and at no additional cost to SOV, but not later than thirty (30) days from SOV's approval, subject to applicable Laws. The provisions of this Section shall be deemed to amplify, where necessary, the staffing procedures set forth in Section 10.2 [Forecasting].

**13.5 Transition of Supplier Employees.** During each Statement of Work Term, Supplier shall make available to SOV or SOV's designee any Supplier Personnel performing Services on a time and materials basis in connection with

that Statement of Work at the Charges applicable to that individual based upon the rates applicable under that Statement of Work.

**13.6 Non-Solicitation.** Except as specifically set forth in this MSA or otherwise agreed to by the parties in writing and subject to 3 V.S.A. §312, during and for a period of one (1) year after the later of the expiration or termination of the Term or any Statement of Work Term, SOV shall not directly solicit, recruit, hire, retain or engage the services of any of Supplier's personnel, without the express prior written consent Supplier. If any of Supplier's personnel choose to apply for employment with SOV, SOV will consider the candidate in the same manner it evaluates any applicant, and can freely hire Supplier's personnel, consistent with applicable law.

#### **14. THIRD PARTY CONTRACTS.**

##### **14.1 Third Party Contracts – SOV.**

- (a) Each Statement of Work shall provide for the treatment of all agreements between SOV and a third party pursuant to which the third party is providing to SOV any services, products, information or materials included within the Services ("**Third Party Service Contracts**") and Third Party Software licenses (collectively, "**Third Party Contracts**") as may be mutually negotiated and agreed by the parties, as follows: (i) all or certain of the Third Party Contracts may be assigned by SOV to Supplier, subject to Supplier obtaining all applicable approvals, consents and releases in favor of SOV with respect to obligations arising under such Third Party Contracts on and after the applicable Statement of Work Effective Date ("**Required Consents**"); (ii) all or certain of the Third Party Contracts may be retained by SOV and, as necessary, any Required Consents shall be obtained by Supplier with such reasonable assistance from SOV as is requested by Supplier, or may be terminated by SOV at SOV's cost, as specified in the Statement of Work; and/or (iii) the respective financial, operational, administrative and other obligations of the parties with respect to the Third Party Contracts shall be set forth in the Statement of Work.
- (b) If Supplier requests that SOV assign a Third Party Contract, and SOV agrees to such request, then on and after the applicable Statement of Work Effective Date (and after supplier has obtained the applicable Required Consent), Supplier shall fulfill all of the payment and other obligations under such Third Party Contract subsequent to the assignment to Supplier. If any Required Consent cannot be obtained, Supplier shall not be responsible for any financial obligations under such Third Party Contract, in which case Supplier shall identify and adopt, at its expense, subject to SOV's prior written approval, such alternative approaches as are necessary to provide the Services without such Required Consent.
- (c) On or before the applicable Statement of Work Effective Date, in the event a Statement of Work requires Supplier to assume any Third Party Contract, and Supplier, with SOV's assistance, shall seek to obtain from each third party to a Third Party Contract existing on the applicable Statement of Work Effective Date: (i) any consents, approvals and/or waivers by such third party as may be required for the assignment to and

assumption by Supplier of Third Party Contracts; and (ii) to the extent agreed to by the third party, the Required Consents. Supplier shall pay all transfer, upgrade and other fees necessary to obtain and maintain any Required Consents with respect to Third Party Contracts, and SOV's liability for any such payments is only to Supplier if and as expressly set forth in the Statement of Work. The parties shall attempt to include in any assigned Third Party Contract the right of SOV to re-acquire the rights under the Third Party Contract upon any termination or expiration of a Statement of Work.

- (d) If there is any Third Party Contract which is not identified in a Statement of Work and was not made known to Supplier prior to the execution of a Statement of Work, then to the extent that SOV requests to assign and Supplier agrees to assume such Third Party Contract: (i) such Third Party Contract shall be added to the appropriate Statement of Work as soon as it has been identified; (ii) Supplier shall use commercially reasonable efforts to obtain any Required Consents with respect to each such Third Party Contract as soon as possible after it has been identified; and (iii) SOV shall pay all transfers, upgrade and other fees necessary to obtain such Required Consent with respect to such Third Party Contracts. During the Term, SOV shall either retain financial responsibility for such Third Party Contracts or Supplier shall charge such amounts to SOV on a Pass-Through Expense basis.

**14.2 Third Party Contracts – Supplier.** In the event that there is any Third Party Contract between Supplier and a third party for the benefit of SOV (including Software), such Third Party Contracts shall be subject to the approval of SOV and (i) contain all the provisions included herein with respect to subcontracts, (ii) be assignable to SOV; (iii) if applicable to a particular Third Party Contract, include a provision similar to Section 28.5 of this MSA, and (iv) in the event of a Third Party bankruptcy, Supplier shall act to preserve rights of SOV with respect to the Third Party Contract.

## **15. INTELLECTUAL PROPERTY RIGHTS.**

**15.1 Software; Escrow.** Unless otherwise specified in a Statement of Work, and subject to the provisions of Section 14.2 [Third Party Contracts – Supplier], Supplier will be responsible for providing all Software necessary to provide the Services. SOV will arrange to provide access and/or licenses for Supplier to use any SOV Software necessary for the performance of Services, whereupon, unless otherwise specifically set forth on the Statement of Work, Supplier shall be responsible for all costs, license, support and other fees applicable to such access, license, use and the operation thereof. Supplier agrees to deposit and continually update, pursuant to the provisions of the Escrow Services Agreement to be attached as Exhibit C-1 upon execution of a Statement of Work requiring such deposit, a copy of all Supplier Software listed in the applicable Statement of Work. A copy of applicable Third Party Software listed in the applicable Statement of Work that is used, provided, accessed or otherwise applicable to any and all Services provided hereunder, whether licensed, owned by Supplier or any other third party, which shall include all related Documentation, shall also be deposited and continually updated pursuant to the provisions of the escrow agreements maintained between Supplier and the escrow agent for such Third Party, for the benefit of SOV, and each such escrow agreement shall be attached as Exhibit C-1. Supplier understands and agrees that SOV shall be granted access to such Software and Documentation deposited with the escrow agent subject to the conditions governing the release of escrow materials, as provided in the Escrow Services Agreement. Such conditions of release for any Supplier Software shall be deemed to include, but not be limited to, the failure of Supplier to continue to support and maintain the Software or for any other breach of this MSA or any applicable Statement of Work that contains the development and/or provision by Supplier of Supplier Software. Such conditions of release for Third Party Software shall be those conditions the parties are able to negotiate collaboratively with each such Third Party. While the Escrow Services Agreement shall be subject to potential modifications in its finalization and execution with the chosen escrow agent, upon execution of this MSA, Supplier agrees that the terms of release set forth therein shall be binding and not subject to modification, except as expressly agreed to by SOV.

**15.2 New Software.** Any new Software to be used in connection with Services after the Statement of Work Effective Date shall only be added to the Statement of Work using the Change Control Procedures and shall be subject to the terms and conditions applicable to such Software as set forth herein or as may be otherwise mutually agreed in the Change Control Procedures.

**15.3 SOV Software and Intellectual Property.** Each Statement of Work shall identify any SOV Software that Supplier will be authorized to use to perform the Services and effective as of the applicable Statement of Work Effective Date and subject to any additional restrictions contained therein, Supplier will have a limited license, during that Statement of Work Term, to use and access the identified SOV Software; provided, however, that under no circumstances shall Supplier access or use any SOV Software for any purpose other than the performance of Services or in support of Supplier's obligations to SOV under this MSA. Supplier shall discontinue and cease use of such SOV Software upon completion, expiration or termination of the Statement of Work.

- (a) Except for the limited rights and licenses granted to Supplier in connection with the Services as specified in this MSA, SOV shall retain all right, title and interest in and to all Customer Data, and to all Information that is created under this MSA as a result of the provision of Services, including, but not limited to, all data that is generated under this MSA as a result of the use by Supplier, SOV or any third party of any technology systems or knowledge bases that are developed for SOV and used by Supplier to deliver the Services under this MSA ("**SOV Information**"), and to SOV Resources, SOV Software, SOV intellectual property, and all other rights, tangible or intangible (collectively, "**SOV Intellectual Property**"). Supplier may not use SOV Intellectual Property for any purpose other than as specified in this MSA. Upon expiration or termination of this MSA or any applicable Statement of Work, all such licenses granted to Supplier in connection therewith shall immediately terminate without further notice required, and Supplier shall return or destroy all SOV Intellectual Property and all copies thereof, and Supplier shall have no further right or license to such SOV Intellectual Property.
- (b) Without limiting any rights of SOV in this MSA or any Statement of Work, Supplier acknowledges that this MSA is in support of SOV's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights provisions of the Code of Federal Regulations and a grant from the Department of Health and Human Services, Centers for Medicare & Medicaid Services. This MSA is subject to, and incorporates by reference, 45 CFR 74.36 and 45 CFR 92.34 governing rights to intangible property. Supplier must deliver all intangible property, including but not limited to Intellectual Property, to SOV in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free, nonexclusive and irrevocable right to reproduce, publish or otherwise use the Work Product for Federal purposes and to authorize others to do so. "Federal purposes" include the purpose of administering SOV exchanges under the Affordable Care Act of 2010. Supplier is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401.
- (c) SOV retains all right, title and interest in and to SOV Software and except for the specific rights and limited license granted to Supplier hereunder, nothing shall or shall be construed as granting to Supplier any right or license under any of SOV's present or future patent rights or copyrights, or as granting to Supplier any right or license to use for any purpose other than those purposes expressly stated herein any SOV Information or any other Resources, Work Product or other items received, discovered, or produced by Supplier in connection with the Services nor shall or shall be construed to restrict, impair, transfer, license, convey or otherwise alter or deprive SOV of any of its rights or proprietary interests therein, all of which are hereby expressly reserved.

**15.4 Third Party Software.** Each Statement of Work will specify any Third Party Software licensed by SOV to which Supplier will be granted access or

licensed by Supplier on behalf of and for the benefit of SOV, under the same conditions and restrictions as SOV Software noted above, for use in connection with the provision of the Services; provided, however, the Statement of Work shall include any additional restrictions or terms and conditions applicable to such Third Party Software, including such duties, use and confidentiality obligations imposed on SOV under the licenses for such Third Party Software. All licenses for Third Party Software are subject to prior SOV approval. Unless otherwise specified in a Statement of Work, Supplier will assume operational and financial responsibility for such Third Party Software and any related maintenance obligations during the applicable Statement of Work Term, to the same extent as if Supplier were the licensee of such Third Party Software. Unless otherwise specified in a Statement of Work, Supplier will pay such third party licensors directly, or reimburse SOV upon receipt of invoices therefor, for all license fees, royalties, use, support and other charges and amounts due under such Third Party Software licenses commencing upon the Statement of Work Effective Date and continuing throughout the Statement of Work Term. Supplier will cease use of such Third Party Software upon expiration or termination of the applicable Statement of Work. Subject to the indemnification procedures set forth in Section 24.6, Supplier agrees to defend, indemnify, and hold SOV and its respective officers, directors, employees, suppliers, customers, successors and permitted assigns, harmless from and against any and all actual or alleged Losses in connection with any claim or action relating to or arising out of Supplier's breach or failure to comply with its obligations to SOV or to the owner or licensor of said Third Party Software.

**15.5 Supplier Software.** Each Statement of Work will identify any Supplier Software that will be used to provide Services and in all respects, Supplier will be responsible for such Supplier Software. Supplier shall not use any Supplier Software to provide Services that is not set forth in a Statement of Work or added thereafter through the Change Control Procedures. Supplier shall install, operate, update and maintain, at its expense, all Supplier Software used in connection with the Services. Supplier shall not use any Supplier Software to provide Services that is not available to SOV on reasonable commercial terms in the marketplace unless SOV's written approval, which may be withheld in SOV's sole discretion, is obtained in advance. As of the applicable Statement of Work Effective Date and continuing until the expiration of the Statement of Work, Supplier grants to SOV and its suppliers, a limited, revocable, worldwide, royalty free, non-exclusive right and license (or such other equivalent or comparable rights required) to access and use all Supplier Software solely in connection with, and to the extent necessary to receive the Services specifically set forth in the Statement of Work. Except for the limited rights and licenses as are granted to Supplier in connection with the Services as specified in this MSA, Supplier shall retain all right, title and interest in and to its Information, Resources, Supplier Software, Supplier intellectual property and derivatives thereof (as that term is defined under U.S. copyright law, Title 17 U.S.C.), and all other rights, tangible or intangible ("**Supplier Intellectual Property**"). Upon expiration or termination of this MSA or any applicable Statement of Work for any reason, (except as otherwise set forth in the Statement of Work or another document agreed to by the parties) all such licenses granted to SOV in connection therewith shall immediately terminate without further notice required, and SOV shall return all Supplier Intellectual Property and all copies and SOV shall have no further right or license to such

Supplier Intellectual Property. So long as SOV has any right to use any Supplier Intellectual Property, Supplier grants to SOV a nonexclusive, royalty-free, worldwide and unrestricted right and license under any patents and patent rights owned by Supplier and necessary to use such Supplier Intellectual Property and any system described in a Statement of Work for its operation of the Exchange. The parties specifically agree that any language or provisions contained in any "shrinkwrap" or "clickwrap" or other electronic version of any license agreement or other document which may accompany the Supplier Software is of no force and effect if, and to the extent that, any such language or provisions conflict with any terms of this MSA.

**15.6 Work Product.**

- (a) All Work Product shall belong exclusively to SOV, with SOV having the sole and exclusive right to apply for, obtain, register, hold and renew, in its own name and/or for its own benefit, all patents and copyrights, and all applications and registrations, renewals and continuations thereof and/or any and all other appropriate protection. To the extent exclusive title and/or complete and exclusive ownership rights in and to any Work Product may not originally vest in SOV by operation of Laws or otherwise as contemplated hereunder, Supplier shall immediately upon request, unconditionally and irrevocably assign, transfer and convey to SOV all right, title and interest therein. Without any additional cost to SOV, Supplier Personnel shall promptly give SOV all reasonable assistance and execute all documents SOV may reasonably request to assist and enable SOV to perfect, preserve, enforce, register and record its rights in and to all Work Product; provided, however, SOV shall reimburse Supplier for reasonable Out-of-Pocket Expenses incurred at the specific request of SOV in connection therewith. Supplier hereby appoints SOV, through its designated signatory, as Supplier's agent and Attorney-in-Fact to execute, deliver and file, as and if necessary, any and all documents necessary to give effect to the provisions of this Section and to take all actions necessary therefore, in Supplier's stead and name, with the same force and effect as if executed, delivered and/or filed by Supplier.
- (b) Pursuant to Section 13.1(d), Supplier shall cause all Supplier Personnel charged with performing Services in connection with this MSA, or who are otherwise in a position to obtain or be granted access to SOV Information, to execute the applicable forms attached as Exhibit B and Exhibit B-1. Supplier shall require that all Supplier Personnel comply with the provisions of the applicable forms attached as Exhibit B and Exhibit B-1 and Supplier is responsible for any failure of any Supplier Personnel to comply with all such provisions, and Supplier shall be responsible for enforcing the provisions of such forms; provided, however, that SOV shall have the right to do so, at Supplier's cost and expense, if and/or to the extent Supplier is unwilling or unable or fails to do so for any reason. Periodically, and unless otherwise specified in the Statement of Work, no less frequently than each week during the Statement of Work Term, Supplier shall provide SOV with the most current versions of all Work Product and related Documentation.

**15.7 Supplier Property.** Nothing in this MSA shall be construed to transfer, convey, restrict, impair or deprive Supplier of any of its ownership or proprietary rights or interest in any work, ideas, inventions, discoveries, tools, methodology, computer programs, processes and improvements, computer processes, specifications, operating instructions, notes, and any other documentation (whether or not patentable) created by Supplier prior to or, other than Work Product, during the provision of the Services and the delivery of Work Product or which has been independently developed by Supplier without use of or reference to any SOV Information (hereinafter, "**Supplier Property**"). With respect to any Supplier Property that is incorporated into any Work Product ("**Embedded Supplier Property**"), Supplier will provide the same to SOV as part of the Work Product and hereby grants to SOV a non-exclusive, perpetual, irrevocable, royalty-free, worldwide right and license to use, copy, distribute, and otherwise use and exploit such Embedded Supplier Property solely in connection with the exploitation by SOV of the Work Product. SOV shall have the right and license to (i) enhance, modify and/or adapt any such Embedded Supplier Property and its associated Documentation; (ii) create and use derivative works of such Embedded Supplier Property within the scope of the license granted; and (iii) use and combine such Embedded Supplier Property with other products and/or materials, in each case including the right to sublicense the same for SOV's business purposes. In the event of any termination of this MSA (other than as a result of a material breach of this MSA by SOV), SOV shall, effective as of the date of such termination, continue to have a license to use any such Embedded Supplier Property and other items related thereto under the terms of this Section 15.7, without further charge or fee, but otherwise subject to and in accordance with the license granted to SOV.

**15.8 Residual Knowledge.** Nothing contained in this MSA shall restrict either party from the use of general ideas, concepts, know-how, methodologies, processes, technologies, algorithms or techniques retained in the undocumented mental impressions of such party's personnel relating to the Services which either party, individually or jointly, develops or discloses under this MSA or any Statement of Work ("**Residual Knowledge**"); subject to the condition that in or by doing so such party does not infringe the intellectual property or other proprietary rights of the other party or any third parties, does not violate any Laws or breach any obligation, including any confidentiality obligation under this MSA.

## **16. CONTRACT AND PROJECT MANAGEMENT.**

**16.1 Meetings.** The types, frequency and mutual responsibilities of the parties with respect to the manner in which they conduct meetings during the Term shall be set forth in the applicable Statement of Work.

**16.2 Reports.** Supplier shall provide SOV with periodic reports as described in the applicable Statement of Work (hereinafter, each a "**Report**") and hereby warrants that the information provided in such Reports shall be true and accurate at the time that it is provided, and that Supplier will act reasonably in accordance with the information provided in such Reports.

**16.3 Subcontracting.**

- (a) Subcontracting under this MSA is strictly prohibited without the prior written consent of SOV, which consent SOV may withhold in its sole and absolute discretion. Supplier contractors approved by SOV shall be identified in the applicable Statement of Work; provided, however, that Supplier will be and remain SOV's primary point of contact; and provided, further, that Supplier will at all times remain responsible and liable for all obligations, services and functions performed by any such third parties, whether contractors or any other permitted parties, to the same extent as if performed or to be performed by Supplier.
- (b) Supplier will include, as flow-down provisions in each agreement with an approved contractor, terms and conditions substantially similar to the provisions of this MSA necessary to cause Supplier and each Supplier contractor to remain in compliance with the obligations of this MSA. Such flow-down provisions will be deemed to include, to the extent applicable to each such subcontractor, but are not limited to, Section 6.2 [Service Delivery Mechanisms], Section 6.6 [Premier Customer], Article 8 [Acceptance], Article 9 [Third Party Cooperation], Section 10.1 [Corrective Maintenance], Section 10.3 [Preventive Maintenance], Section 11.3 [Measurement and Monitoring Tools], Section 12.3 [Dedicated/Partitioned Environment], Section 12.4 [SOV Facilities], Section 13.1 [Qualifications; Personnel Security; Continuity], Section 13.6 [Non-Solicitation], Article 15 [Intellectual Property Rights], Section 16.3 [Subcontracting], Article 17 [Audits], Article 21 [Confidentiality], Article 22 [Security], Section 23.2 [Supplier Representations and Warranties], Section 26.7 [Termination Assistance], Section 28.2 [Assignment], Section 28.10 [Severability], and Section 28.12 [Survival]. In addition, to the extent that any subcontractor will have access to Customer Data or otherwise have contact with SOV Clientele (and prior to permitting any subcontractor to access Customer Data), Supplier shall be responsible for ensuring that such subcontractor is fully knowledgeable about and will remain compliant with the rules, regulations, policies and guidelines promulgated by CMS, including those relating to HIPAA, as well as in compliance with all other Insurance Industry Regulations and Data Security Standards. Supplier will not disclose SOV Information to any third party, including any Supplier Affiliates, contractor or other entity or any Supplier Personnel, until due and proper execution of the applicable forms attached as Exhibit B. Supplier will also cause any approved Supplier contractor to enter into a Business Associate Subcontract in substantially the form of the Business Associate Agreement attached as Exhibit K.
- (c) Without limiting SOV's discretion under this MSA, SOV shall have the right to withhold or, if applicable, revoke approval of any Supplier contractor, if its performance is deficient, misrepresentations were found to have been made at any time, or for other factors related to SOV's experience with or any background reference checks made regarding such contractor (whether or not related to this MSA); provided, however, that in no event will such revocation be deemed to relieve Supplier of its obligations to continue to perform the Services of such subcontractor or otherwise relieve Supplier of its liability to SOV for the acts and/or

omissions of such subcontractor or any other contractor that may subsequently perform such Services.

**16.4 Quality Assurance and Improvement** Supplier will provide quality assurance and continuous quality improvement through: (i) identification and application of proven techniques and tools from other accounts under its control or supervision (i.e., "best practices"); (ii) the use and application of products, processes and procedures, such as, by way of example, only: CMM for Software and eSCM models, Six-Sigma processes, ISO 900-2000 standards and COPC guidelines; and (iii) implementation of concrete programs, practices and measures approved by SOV in writing. Supplier shall provide SOV with detailed documentation describing its quality assurance processes, tools, methodologies, procedures and protocols to be implemented and adhered to in connection with the Services, and once approved by SOV shall be included as part of the Requirements applicable to the Services associated with said quality assurance and quality improvement.

**16.5 Customer Satisfaction Survey.** Supplier shall conduct a customer satisfaction survey for SOV designated end-users of the Services, unless SOV opts to forego any such survey as provided more fully in the applicable Statement of Work. The scope, timing, format and content of such survey and the procedures by which each such survey will be conducted and administered shall be set forth in the Statement of Work or in accordance with the Change Control Procedures, and therefore, subject to SOV's prior written approval.

**16.6 Training.** Each of the parties shall notify the other of their respective training policies and procedures and, at least once per year during the Statement of Work Term or any time upon SOV's request, Supplier will provide SOV with a copy of all documentation applicable to Supplier's training program, including training manuals and documentation. Supplier, upon request, shall provide such training to a reasonable number of individuals designated by SOV, to enable SOV personnel to understand the operations of the Services, at a minimum, to train SOV personnel involved in supervising or assisting in the provision of Services, and each of the parties may be required to engage in "train-the-trainer" training to enable the other party personnel to provide Services training to others. Supplier shall implement product-specific training that is provided to Supplier by SOV and any other training Supplier deems necessary or reasonably requested by SOV to ensure an adequate number of trained, qualified Supplier Personnel are available to meet the Requirements and perform the Services at the required Service Levels.

**16.7 Problem Codes; Credits.** In the event of any Service problems or failure to meet the Service Levels or Requirements hereunder, howsoever caused, regardless of how such problem or failure came to the attention of either party and regardless of which party or entity discovers, notifies any other party hereunder, SOV shall, upon learning of the problem, report the problem to Supplier as described in Exhibit D (or as otherwise set forth in the Statement of Work). SOV shall notify Supplier of the problem as set forth in Exhibit D. Supplier shall commence problem resolution activities as set forth in Exhibit D (or as otherwise set forth in the Statement of Work). Service Level Credits applicable to any failure to meet the Service Levels under any Statement of Work shall be taken, consistent with this MSA and the provisions of Exhibit D, as specified in the applicable Statement of Work.

## 17. AUDITS.

**17.1 Audit Rights.** Supplier will maintain and cause its permitted contractors to maintain a complete audit trail of all transactions and activities, financial and non-financial, in connection with this MSA. Supplier will provide to SOV, its internal or external auditors, clients, inspectors, regulators and other designated representatives, at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Supplier Personnel and to any and all Supplier Facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Supplier and/or Supplier Personnel and/or any or all of the records, data and information applicable to this MSA. At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any Laws applicable to SOV or Supplier (or such higher or more rigorous standards, if any, as SOV or Supplier applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices; (ii) verify the integrity of SOV Information and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Supplier's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Supplier's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Supplier's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Supplier's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this MSA and applicable Laws, and (9) any other matters reasonably requested by SOV. Supplier shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software. Notwithstanding anything in this Article 17 to the contrary, audits conducted on Supplier premises shall be limited to systems and data solely related to SOV and the Services; provided that if any audit to be conducted by or on behalf of SOV would be prevented or restricted because of systems and data that relate to both SOV and to other Supplier customers, Supplier will reasonably cooperate to permit an audit that meets SOV's needs while not providing access to the confidential information of other Supplier customers or any systems, data or information belonging or relating to any customer other than SOV. Further, SOV shall only be provided access to cost data which forms the basis upon which SOV is charged (e.g., reimbursable expenses, out-of-pocket expenses, or cost-plus charges) and/or are necessary to calculate the applicable variable fees, but not cost components of any fixed price charges. In performing audits, SOV and any auditors shall endeavor to avoid unnecessary disruption of Supplier's operations and unnecessary interference with Supplier's ability to perform the Services in accordance with

the Service Levels. Any external auditor retained by SOV in connection with audits under this Section shall execute a non-disclosure agreement with provisions no less stringent than those set forth in Article 21 [Confidentiality].

**17.2 Supplier Audits and Certifications.**

- (a) **Certifications.** Supplier shall obtain and maintain all certifications listed in each Statement of Work. Supplier shall promptly notify SOV of any other certifications obtained by Supplier relating to the Services or the Resources used by Supplier to provide the Services. Supplier shall promptly notify SOV of any failure to obtain or maintain any required certification, or any other certification of which SOV is notified under this Section, and shall provide SOV with a written plan to obtain or re-acquire each such failed certification.
- (b) **SSAE-16.** Unless otherwise expressly stated in the applicable Statement of Work, each year, starting in Supplier's new fiscal year which follows the first Services to support SOV's production activities, Supplier shall cause its external auditors to (i) perform a SSAE-16 SOC 2 audit, regarding those security, privacy, financial and processing integrity controls performed by Supplier that are relevant to SOV's operations, based on Supplier's fiscal year and Supplier's internal controls framework (the "**Baseline Internal Controls Audit**"), and (ii) produce an audit report in connection therewith (the "**Baseline Internal Controls Audit Report**"). On or about April 1st of each year, Supplier shall provide to SOV a copy of the most current Baseline Internal Controls Audit Report. The Baseline Internal Controls Audit shall be performed and the Baseline Internal Controls Audit Report shall be produced at no additional cost to SOV. In the event that SOV requests audit and reporting which are not covered by the Baseline Internal Controls Audit, such additional audit and reporting shall be (i) addressed through the Change Control Procedures, and (ii) performed by the same auditors who have performed the Baseline Internal Controls Audit, at SOV's cost and expense, unless Supplier is subject to another SSAE-16 audit for the same or similar operations that is acceptable to SOV, in which case SOV shall be provided with a copy of that other SSAE-16 audit.
- (c) **Government Audits.** On an annual basis, unless otherwise requested in writing by SOV, Supplier shall inform SOV of any audit of Supplier's data center(s) from which it provides Services or any other of its Facilities or operations it uses to provide Services by any agency of the federal government or the state of Vermont, and shall, to the extent not prohibited by applicable law, provide SOV with a copy of the report or results of each such audit.

**17.3 Audit Follow Up.** Supplier shall promptly respond and rectify the deficiencies identified and implement changes suggested by any audit report relating to Supplier in a manner approved by SOV in writing. In the event that any audit of Charges or Services reveals that SOV has overpaid any amounts due to Supplier, Supplier shall promptly refund such overpayment.

**17.4 Records Retention.** Until the later of: (i) three (3) years after expiration or termination of this MSA; (ii) such time as is required by applicable Laws; or (iii) the date that all pending matters relating to this MSA (e.g., disputes) are

closed or resolved by the parties, Supplier will maintain and provide access (and cause its permitted contractors to maintain and provide access) upon request to the records, data, documents and other information required to fully and completely enable and permit SOV to take advantage of its audit rights under this MSA ("**Audit Records**"). Upon termination or expiration of this MSA, SOV and Supplier shall mutually agree as to any records or documentation of which Supplier may retain one archived copy following the periods set forth above, and Supplier shall not destroy Audit Records without first giving SOV the option to have Supplier provide the same to SOV. Each Statement of Work may include additional retention provisions.

**17.5 Financial Reports.** SOV shall periodically review Supplier's financial statements. To the extent that such financial statements are not publicly available, then at SOV's request, Supplier shall provide SOV with copies of such financial statements. In addition, Supplier shall, at SOV's request, provide SOV with access to Supplier's senior financial executives, in order to discuss financial statements with SOV. The financial statements shall be reasonably detailed, prepared in accordance with generally accepted accounting principles, such as the International Financial Reporting Standards, and be audited by an independent certified public accountant.

## **18. SOV RESPONSIBILITIES.**

Except as otherwise set forth in Article 26 [Termination], SOV's failure to perform any of its responsibilities set forth in this MSA or any Statement of Work shall not be deemed to be grounds for termination by Supplier; provided that Supplier's failure to properly perform its obligations under this MSA or a Statement of Work will be excused if and to the extent that such failure would not have occurred but for SOV's failure to perform its responsibilities required under this MSA and the Statement of Work involved, and Supplier provides SOV with reasonable notice of such nonperformance and uses commercially reasonable efforts to perform notwithstanding SOV's failure to perform. SOV agrees to reimburse Supplier for Supplier's additional Out-Of-Pocket Expenses for such efforts directly attributable to such SOV failure.

## **19. CHARGES.**

### **19.1 General.**

- (a) The Charges applicable to Services provided to SOV pursuant to Statements of Work entered into hereunder shall be Supplier's current Charges as set forth in each Statement of Work. The Charges shall remain unchanged for the duration of the initial term of each Statement of Work. It is understood by the parties that this MSA is based on a fixed price per Work Product, all inclusive of overhead and expenses of the Supplier. Unless otherwise mutually agreed to in writing by the parties, the Charges for any Statement of Work renewal term will not increase by more than the increase in the previous year of the Northeast Region Consumer Price Index Average for "all items" shown in such index for "Urban Wage Earners and Clerical Workers (including single workers), all items, groups, subgroups and special groups of items" published by the Bureau of Labor Statistics of the U.S. Department of Labor, or a

successor index or a comparable index for the State of Vermont (or Burlington, Vermont) if one shall be determined by the Bureau of Labor Statistics, or except as set forth in the Statement of Work otherwise.

- (b) All Charges for the Services will be calculated, priced and billed to SOV in U.S. dollars and will not be subject to any adjustment for fluctuations in currency exchange rates, unless specifically identified in the applicable Statement of Work.
- (c) In accordance with the provisions of this MSA, SOV shall pay Supplier the Charges set forth in each Statement of Work as payment in full for the Services under such Statement of Work performed by Supplier. Unless otherwise specifically set forth in this MSA and always subject to and in accordance with Exhibit H, SOV shall not be obligated to pay any amounts other than as set forth in the Statements of Work, nor reimburse Supplier for any costs or expenses Supplier incurs in performing Services or complying with its obligations.

#### **19.2 Pass-Through Expenses.**

- (a) **"Pass-Through Expenses"** means charges to be paid directly by SOV or through Supplier on an Out-of-Pocket Expenses basis. If the parties agree that a Pass-Through Expense is to be paid: (i) by SOV directly, Supplier will promptly provide SOV with the original third party invoice and back-up substantiation for the expense, together with a written confirmation that Supplier has reviewed the invoiced charges and has determined the charges are proper and valid and should be paid by SOV; or (ii) by Supplier, Supplier will act as payment agent for SOV and after reviewing the invoiced charges and determining the charges are proper and valid, will pay third party charges comprising the Pass-Through Expense. In the event Supplier is acting as SOV's payment agent pursuant to (ii) above, Supplier will provide SOV with a reasonable opportunity to review the invoice to confirm Supplier's determination. Following this review by Supplier and SOV, Supplier will pay the amounts due and will invoice SOV for such Pass-Through Expense.
- (b) Supplier will use commercially reasonable efforts to minimize the amount of Pass-Through Expenses. With respect to services or materials paid for on a Pass-Through Expense basis, SOV reserves the right to: (i) obtain these services or materials directly from a third party; (ii) designate the third party source for these services or materials; (iii) designate the particular services or materials (e.g., equipment make and model); provided that, if Supplier demonstrates to SOV this designation will have an adverse impact on Supplier's ability to meet the Service Levels, this designation will be subject to Supplier's approval; (iv) require Supplier to identify and consider multiple sources for these services or materials or to conduct a competitive procurement or bidding process; and (v) review and approve the Pass-Through Expense for these services or materials before entering into a contract for these services or materials.

**19.3 Incidental Expenses.** Supplier acknowledges that, except as expressly provided otherwise in the applicable Statement of Work, all other costs and expenses that Supplier incurs in performing the Services are included in Supplier's Charges to SOV and rates applicable hereunder. Accordingly, such

Supplier expenses are not separately reimbursable by SOV unless, on a case-by-case basis for unusual expenses, SOV has agreed in advance and in writing to reimburse Supplier for the expense.

#### **19.4 Taxes.**

(a) Supplier understands and acknowledges responsibility, if applicable, for compliance with all SOV tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property within the State, corporate and/or personal income tax on income earned within the State.

(b) Supplier certifies under the pains and penalties of perjury that, as of the Effective Date of this MSA, and the Effective Date of any Statement of Work, Supplier is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

(c) Supplier understands that final payment under this MSA or any Statement of Work may be withheld if the Commissioner of Taxes of the State of Vermont determines that Supplier or any of its Affiliates is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

(d) Supplier also understands that SOV may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if Supplier has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and Supplier has no further legal recourse to contest the amounts due.

**19.5 New Services.** Any services outside the scope of the Services that are materially different from or which are not, explicitly or implicitly, already covered by the descriptions or categories of Services and which are requested by SOV will be considered "**New Services.**" New Services will be priced by Supplier at the rates that are (i) set forth in the applicable Statement of Work, if such rates for the New Services are contained therein, or (ii) such other rates as the parties may mutually agree upon and specify in the applicable Statement of Work. Supplier will not begin performing any New Services until the charges therefor have been approved by SOV or, if charges cannot be agreed upon, upon SOV's instruction to begin work and agreement to pay the charges proposed by SOV while the charges are being resolved. Any dispute over Charges will be resolved in accordance with dispute resolution procedures set forth in this MSA.

#### **19.6 Deleted**

### **20. INVOICING; PAYMENT; PAYMENT DISPUTES**

**20.1 Invoices.** Unless otherwise specifically provided in this MSA or the Statement of Work involved, Supplier shall issue to SOV, monthly in arrears, a separate invoice in U.S. Dollars for the amounts due under such Statement of Work for Services provided in the previous month. Each invoice shall separately state Charges for each Statement of Work, Pass-Through Expenses and taxes payable, and shall include such detail and categories of information as mutually agreed upon by the parties. Each invoice shall separately itemize the specific sections of this MSA or the Statement of Work on which such Charge is based and include calculations used to establish such Charges. Invoices shall be

coded and charges segregated as directed by SOV to facilitate proper accounting among multiple funding sources and different cost allocations among different parts of the solution. All periodic Charges under this MSA (excluding charges based upon actual usage or consumption of Services) shall be computed on a calendar month basis and shall be prorated for any partial month.

**20.2 Payment and Retainage.**

- (a) Unless otherwise provided in this MSA or a particular Statement of Work, the undisputed portion of each invoice properly rendered and delivered hereunder shall be due and payable within thirty (30) days following the date such invoice is actually received by SOV. Any amounts disputed by SOV shall be disputed in accordance with the provisions of Section 20.3 [Payment Disputes]. All payments shall be made to Supplier by SOV in U.S. dollars, unless otherwise specifically agreed upon and set forth in the applicable Statement of Work.
- (b) Supplier will be compensated solely by SOV. Accordingly, Supplier may not seek payment for Services provided to SOV under this MSA or any Statement of Work from any other person or entity. No payments made under this MSA shall be construed as evidence of the adequate performance of the Services nor shall any payments be construed as acceptance of any unsatisfactory Services by SOV.

**20.3 Payment Disputes.** In order to dispute an invoice, or any part thereof, SOV must set forth in writing the amount(s) disputed and the specific basis or reason for the dispute, which shall be reasonably detailed and not general or speculative in nature ("**Payment Dispute Notice**"). SOV shall forward a Payment Dispute Notice to Supplier on or prior to the due date of the invoice disputed. SOV shall not dispute any invoice unless SOV believes, in good faith, that SOV is being charged for Services which have not been provided or at prices higher than those set forth in the applicable Statement of Work(s), or that manifest errors in calculation or the like have occurred, or that SOV is otherwise being charged for items contrary to specific provisions of Exhibit H, the applicable Statement of Work(s) and/or the other provisions of this MSA. Upon compliance with the foregoing provisions, SOV may, at its option, withhold payment of the disputed amount(s) of the invoice, and shall remit to Supplier the undisputed amount(s), if any, in a timely manner. Upon receipt of the Payment Dispute Notice, both parties shall make reasonable, diligent, good faith efforts to resolve the dispute as soon as possible in accordance with the dispute resolution procedures set forth in Section 27.2 [Informal Dispute Resolution].

**20.4 Liquidated Damages.** The parties agree that failed, delayed, and/or other performance by Supplier not in compliance with the terms of this MSA or any Statement of Work will cause damages to SOV which may be uncertain and impractical or difficult to ascertain, and SOV shall assess, and Supplier promises to pay SOV in the event of such failed, delayed and/or other performance not in compliance with the terms of this MSA or any Statement of Work, the amounts described in Exhibit C [Critical Milestones] as liquidated damages ("**Liquidated Damages**") and not penalties. The process for assessment of such Liquidated Damages is set forth in Exhibit C. Any assessment of Liquidated Damages shall not constitute a waiver or release of

any other remedy SOV may have under this MSA for Supplier's failed or delayed performance or any other breach of this MSA, including without limitation, SOV's right to terminate this MSA or any Statement of Work, or to recover damages caused by Supplier's failure to perform its obligations under this MSA and each Statement of Work, subject to Section 25.2 (b); provided, however, that SOV will reduce such actual damages by the amounts of Liquidated Damages received for the same events causing the actual damages.

**20.5 Credits; Refunds; Set Off.** To the extent SOV is entitled to any credit other than a Service Level Credit, such credit shall be reflected on the first invoice rendered after the credit is earned. If the amount of any credit exceeds the amount owing to Supplier reflected on any invoice, Supplier shall pay the balance of the credit to SOV within thirty (30) days after the invoice date. If no further amounts are payable to Supplier under this MSA, Supplier shall pay the amount of the credit to SOV within thirty (30) days after the last invoice due date under the applicable Statement of Work. SOV shall be entitled to make payments in respect of all Charges and other amounts which become due to Supplier hereunder, in case, by wire transfer, purchase, debit or comparable payment card, device or other instrument and Supplier will undertake and establish any and all mechanisms, accounts or other arrangements to enable and facilitate any mechanism reasonably selected by SOV to make such payments hereunder. If Supplier receives a refund, credit or rebate for goods or services for which a corresponding Charge has been paid by SOV, Supplier shall promptly notify SOV and either credit such amount to the Statement of Work to which such refund, credit or rebate applies, or pay such amount to SOV, within thirty (30) days after Supplier's receipt thereof. With respect to any amount to be reimbursed to SOV or that is otherwise payable to SOV, SOV may upon notice to Supplier deduct the entire amount owed to SOV against the Charges payable or any other amounts owed or becoming due to Supplier. Further, SOV may set off any sums (including but not limited to Liquidated Damages or other damages) that Supplier owes SOV against any sums due Supplier under this MSA or any Statement of Work, provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided in 32 V.S.A. §3113.

## **21. CONFIDENTIALITY.**

### **21.1 Non-Disclosure; Use Restricted; Exceptions.**

- (a) Subject to the requirements of 1 V.S.A. §§ 315-320, the Vermont Access to Public Records Act, each party agrees to regard and preserve as strictly confidential all Information of the other party that may be obtained by such party from any source or may be developed as a result of this MSA. Each party agrees to hold the Information of the other in trust and confidence and will not disclose such Information to any individual or entity, except where required by Law, or use (directly or indirectly) any such Information for its own benefit or the benefit of any other party other than in the performance of its obligations under this MSA. Even when disclosure is permitted, each party agrees to limit access to and disclosure of the other party's Information to its employees and contractors (subject to any further provisions of this Agreement relating thereto) on a "need to know" basis. Without limiting the generality of the

foregoing, Information includes trade secrets, proprietary or competitive information, financials, the specific terms of this MSA, past and present operations, future plans and strategy and, unless the parties mutually agree upon a publicity or press release or other form of public announcement, the existence of a contractual or other relationship between the parties. In addition, in this MSA, without limiting the generality of any of other provision of this MSA, Personal Information, as hereinafter defined, is and shall be considered confidential and proprietary information, subject to all of the confidentiality, non-disclosure, security and other obligations applicable thereto. The term "**Personal Information**" means any and all information about individuals, including but not limited to names, signatures, addresses, driver's license numbers, any State-issued identification number, telephone numbers, account numbers, social security numbers, credit reports, demographic information, financial and other personal data, transaction information, and lists of customers, employees, or investors, received from, created, received, available, accessible or obtained in any manner and/or from any source by Supplier as a result of this MSA and/or Services hereunder. The following provisions shall, to the extent the obligations herein are not already included comprehensively in any other sections of this MSA, shall apply to Personal Information:

- i. Supplier specifically acknowledges that in the performance of its obligations under this MSA and any Statement of Work, it will be a "data collector" pursuant to Chapter 62, Title 9 of the Vermont Statutes (9 V.S.A. §2430(3)).
- ii. Supplier shall implement and maintain a comprehensive written information security program (hereinafter, the "**Information Security Program**") which shall include all necessary measures, including, as appropriate, the establishment and maintenance of policies, procedures and technical, logical, physical, and administrative safeguards, to (i) ensure the security and confidentiality of Personal Information, (ii) protect against any foreseeable threats or hazards to the security or integrity of Personal Information, (iii) protect against unauthorized access to or use of such information, (iv) ensure that all Personal Information is encrypted in transit and during transmission and communication, and (v) ensure appropriate disposal of the Personal Information. Without limiting the generality of the foregoing, the Information Security Program shall provide for (i) continual assessment and re-assessment of the risks to the security of Personal Information acquired or maintained by Supplier and its agents and contractors in connection with the Services, including but not limited to (X) identification of internal and external threats that could result in unauthorized disclosure, alteration or destruction of Personal Information and systems used by Supplier and its agents and contractors, (Y) assessment of the likelihood and potential damage of such threats, taking into account the sensitivity of such Personal Information, and (Z) assessment of the sufficiency of policies, procedures, information systems of Supplier and its agents and contractors, and other arrangements in place, to control risks; and

- (ii) appropriate protection against such risks. The adequacy of the Information Security Program shall be subject to the review and approval of SOV and Supplier agrees to make such adjustments that SOV may deem necessary. Supplier shall, and shall require its agents and contractors to, regularly test key controls, systems and procedures relating to the Information Security Program. The frequency and nature of such tests shall be determined by Supplier's risk assessment, in consultation with SOV. Supplier shall provide SOV with the results of all such tests and any other audit, review or examination relating to its Information Security Program. Supplier certifies that its Information Security Program is and shall be in compliance with all applicable Laws as well as the specific provisions specified in Exhibit F [Vermont Security Policies], including all privacy, data security, data protection, breach notification, identity theft or other statutes, regulations, ordinances, court or regulatory orders applicable to Personal Information. For purposes of this MSA, references to and compliance with applicable Laws shall include compliance with Laws applicable to Personal Information of the jurisdiction in which an individual resides, even if such Laws do not otherwise impose an obligation on Supplier. Supplier will deliver such additional certifications as SOV may request in its efforts to comply with applicable Laws.
- iii. Subject to the audit procedure in Section 17.1, SOV or its designee (which may include regulatory authorities with jurisdiction over SOV, or outside auditing firms retained by SOV) shall have the right at any reasonable time to enter any premises at which any Services are performed or Personal Information is or may be accessible or available, for the purpose of inspecting and auditing the provision of such Services and to determine, among other things, whether the Services are being provided in accordance with applicable Laws and the terms of this MSA, and whether Supplier and its agents and contractors have adequate policies, procedures, and controls in place to protect the security of Personal Information. During any such inspection or audit or at any other reasonable time, Supplier shall make its officers and employees available to SOV to discuss the Supplier's measures to comply with the provisions of this MSA and shall give SOV or its designee access to all records, in whatever form maintained, relating to the provision of the Services and to all facilities, resources, devices, programming, databases and other items used by Supplier or its agents or contractors in performing the Services. Such records shall include all audits, test results, and other evaluations relevant to compliance that have been conducted by Supplier or any other party.
- (b) Supplier shall, in advance and in writing, ensure each individual who obtains or is in a position to obtain Information, including, without limitation, Personal Information, of SOV, understands and has agreed to comply with the obligations in this MSA. In the event either party is required by Laws to respond to and comply with any judicial, regulatory or governmental compulsion to disclose the other party's Information, the

party compelled shall (i) immediately notify the other party of receipt of such demand; (ii) take all reasonable and legally permissible actions to limit the compelled disclosure to only such Information and to such persons as specifically required by and solely for the purposes of such compulsion; and (iii) take all available steps to maintain the confidentiality of the Information, limit and restrict disclosure and use as stated above, and protect the Information from further disclosure to the extent permitted by applicable Laws. SOV shall immediately notify Supplier (either by facsimile or email as set forth in Section 28.11 [Notices]) of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for this MSA. Supplier may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of this MSA under applicable Law within three (3) business days of SOV's receipt of any such request. Supplier agrees that it will not make any claim against SOV if SOV makes available to the public any Information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental agency compelling its production.

- (c) Each party agrees that upon the expiration or termination of this MSA for any reason or upon the request of either party at any time, the other party will immediately return to such requesting party any and all Information under the other party's control or in its possession, and will not at any time thereafter itself use, copy, reproduce, transmit or furnish to any other party, any such Information; provided, however, either party may retain, subject to the restrictions and conditions herein, copies of such Information as is actually necessary for: (i) archival, audit copies required by Laws; (ii) litigation (subject to obtaining appropriate judicial protective orders) and otherwise protecting the legal and proprietary interests of such party in relation to threatened or actual legal proceedings; (iii) compliance with Laws; (iv) preservation of such party's Information to the extent it actually is embedded in and inextricable from the other party's Information; and (v) enforcement and/or protection of such party's legal rights, including any intellectual property rights. Any permitted archives containing SOV Information shall be used by Supplier solely for audit and recovery purposes and shall be maintained and used in accordance with the Vermont Security Policies attached as Exhibit F, as such policies may be modified, amended or replaced from time to time and provided to Supplier.
- (d) Except as otherwise specifically provided in this MSA, each party shall not during the Term and after expiration or earlier termination hereof: (i) disclose, in whole or in part, any Information of the other party; or (ii) sell, rent, lease, transfer, encumber, pledge, reproduce, publish, transmit, translate, modify, reverse engineer, compile, disassemble, adapt, create derivative works from or otherwise use or allow anyone else to use, any such Information.
- (e) Each party shall exercise the same care in preventing unauthorized disclosure or use of the other party's Information that it takes to protect its own proprietary and confidential information of a similar import, but in no event less than reasonable care. Reasonable care includes, without

limiting the generality of the foregoing: (i) informing each and every entity who does or is in a position to receive, obtain or have access to Information, of the strictly confidential and sensitive nature of the Information and the applicable terms of this MSA, requiring them to comply with these terms, and obtaining their written acknowledgment that they have been so informed and directed, and their written undertaking to abide by terms no less stringent than the applicable terms of this MSA; and (ii) notifying the other party immediately upon discovery of any actual, threatened or alleged violation or breach of any of the provisions of this MSA, and assisting the other party in every reasonable way to help regain possession of the Information and to prevent further violations or breach hereof.

- (f) Each party further acknowledges that: (i) unauthorized use or disclosure of Information shall cause immediate injury and damages not readily measurable or compensable in monetary damages, and therefore irreparable; (ii) in the event of any breach or threatened breach of the provisions of this Article, and without limiting or waiving any other rights and remedies available under this MSA, at law or in equity, all of which are hereby cumulatively reserved, the other party shall be entitled to injunctive relief, specific performance and other equitable relief as may be deemed proper by a court of competent jurisdiction, without the posting of bond or other security; (iii) except for the rights expressly granted in this MSA, the other party retains all right, title and interest and reserves all rights in and to its Information; and (iv) it shall be and shall remain primarily and fully liable for any violation or breach of the provisions hereof, by any Affiliate, officer, director, employee, or contractor, as if such party had disclosed the Information.
- (g) Information which is required to be kept confidential under the foregoing provisions does not include Information that the receiving party can establish: (i) is or has become generally available to the public, without any breach of this MSA or any other agreement by which the receiving party may be bound; (ii) is or was known to the receiving party prior to disclosure to or receipt by the receiving party free of any confidentiality, non-disclosure or comparable restriction and without breach of this MSA or any other agreement by which the receiving party may be bound; (iii) was or is disclosed to or obtained by the receiving party on a non-confidential basis by a third party who did not owe an obligation of confidence to the disclosing party with respect to the disclosed information and did not breach any agreement; or (iv) was independently developed by one party without any reference to or use of any Information of the other party.
- (h) Notwithstanding any expiration or termination of this MSA, each party's obligations regarding the nondisclosure and use of the other party's Information that is disclosed prior to the effective date of such expiration or termination shall survive for a period of three (3) years following the disclosure thereof; provided, however, that each party's nondisclosure and use obligations with respect to the other party's Information that constitutes trade secrets pursuant to applicable Laws will continue for so long as any such Information continues to constitute a trade secret under applicable Laws, and further provided that obligations of the Supplier

regarding Personal Information or Protected Health Information shall continue in perpetuity.

**21.2 Destroyed or Lost Data.** Supplier will not delete or destroy any SOV Information or media on which SOV Information resides without prior authorization from SOV. Supplier will maintain and provide to SOV one or more reports that identify the SOV Information, including media, that has been destroyed. In the event any SOV Information is lost or destroyed due to any impermissible act or omission of Supplier, including any breach of the security procedures described herein or the negligence of Supplier, Supplier shall be responsible for the prompt regeneration, reconstruction or replacement of such SOV Information. Supplier shall prioritize this effort so that the loss of SOV Information will not have any adverse effect upon the Services. SOV agrees to cooperate with Supplier to provide any available information, files or raw data needed for the regeneration, reconstruction or replacement of the SOV Information. If Supplier fails to fully regenerate, reconstruct and/or replace any lost or destroyed SOV Information within the time reasonably set by SOV, then SOV may obtain data reconstruction services from a third party, and Supplier shall cooperate with such third party as requested by SOV. In addition to any damages incurred by SOV, Supplier will be responsible for the actual costs incurred by SOV for the regeneration, reconstruction and replacement of SOV Information by a third party. In the event it is determined that SOV Information has been lost or destroyed as a result of the willful, intentional or negligent acts or omissions of Supplier, SOV may terminate the applicable Statement of Work or this MSA for cause pursuant to Section 26.2 [Termination by SOV for Cause] and pursue any civil and criminal actions available to it.

**21.3 Ownership and Protection of SOV Information and Customer Data; Security Breach Reporting**

- (a) SOV Information will not be utilized by Supplier for any purpose other than that of rendering the Services. SOV Information is and will remain the exclusive property of SOV. Supplier will not possess or assert any lien, claim, demand or other right or interest in, against or to SOV Information. No SOV Information, or any part thereof, will be sold, assigned, leased, licensed or otherwise disposed of, directly or indirectly, to third parties or commercially exploited by or on behalf of Supplier or used for any purpose, other than in support of Supplier's performance of its obligations hereunder and only to the extent necessary and permitted by SOV for Supplier to do so.
- (b) Upon SOV's request or the termination or expiration of this MSA or any Statement of Work for any reason, Supplier shall either return or, if specifically directed by SOV, destroy all SOV Information in its possession, power or control in a manner that assures the SOV Information is rendered unrecoverable. Any permitted archives containing SOV Information shall be used by Supplier solely for audit and recovery purposes and shall be maintained and used in accordance with HIPAA and the Vermont Security Policies included as Exhibit F, as such policies may be modified, amended or replaced from time to time and provided to Supplier.
- (c) As between SOV and Supplier, SOV shall be deemed to own all Customer Data, and Supplier shall at all times process the Customer Data in

accordance with the terms of this MSA and any applicable Statement of Work, and all applicable Laws. To the extent that Supplier has certain responsibilities under applicable Customer Data Laws and as a processor of the Customer Data, Supplier shall comply with its obligations under the Customer Data Laws, and SOV is consenting to Supplier's access to the Customer Data for such purpose and under such promise by Supplier. If the Customer Data Laws are modified or new Customer Data Laws are applicable to any of the Services, Supplier will continue to comply with such Customer Data Laws as so modified or added, but to the extent that compliance with such modifications or additions requires the delivery of New Services, the parties will follow the Change Control Procedures set forth herein. Notwithstanding the foregoing, Supplier compliance with modifications or additions to Customer Data Laws shall not be excused or delayed as a result of the Change Control Procedures.

- (d) In addition to the requirements set forth in the Business Associate Agreement, Supplier shall immediately notify the appropriate SOV security contact (as set forth in Section 28.11 [Notices]) in the event of any known or suspected unauthorized use, disclosure, acquisition, modification, or destruction of Personal Information, unauthorized access to Personal Information, compromise, disclosure, damage, alteration or loss of Personal Information (generally, a "security breach"), and Supplier shall (X) provide SOV with a detailed written statement describing said occurrence and the circumstances surrounding any security breach, and (Y) promptly develop, provide and implement a remediation plan, acceptable to SOV, to address and remedy the occurrence and prevent any further incidents. Supplier shall, at its expense, take all necessary measures to mitigate any damages, adverse or harmful effects thereof, and to the extent either Supplier or SOV have any legal or regulatory obligations as a result of the security breach, Supplier shall cooperate fully with SOV and bear all related costs and expense.
- (e) Supplier agrees to comply with all applicable Customer Data Laws that require notification in the event of a security breach, as those Customer Data Laws may be amended from time to time, including but not limited to Chapter 62 of Title 9 of the Vermont Statutes Annotated, HIPAA and/or HITECH. In the event of any security breach compromising Customer Data, Supplier agrees to assume responsibility for such notice and the expense thereof (at SOV's sole option and discretion) if SOV determines it to be appropriate under the circumstances of any particular security breach. Supplier shall also assume all other costs associated with a security breach, including but not limited to outside investigation and services (including mailing, call center, forensics, counsel and/or crisis management), and/or credit monitoring, in the reasonable determination of SOV. Without limiting the generality of the foregoing, Supplier acknowledges and agrees that, by execution of this MSA, it is acting or conducting business in the State of Vermont.
- (f) In the event that SOV determines there has been a material breach by Supplier of any of the Supplier's obligations with regard to Personal Information, SOV may, immediately upon notice to Supplier, terminate this MSA and/or any or all Statements of Work, in whole or in part.

Without limiting any other provision of this MSA, Supplier's obligations with regard to Personal Information shall survive any such termination.

- (g) Subject to the indemnification procedures set forth in Section 24.6, and in addition to any other indemnification obligations in this MSA, Supplier agrees to defend, indemnify, and hold SOV and its officers and employees harmless from and against any and all actual or alleged Losses in connection with any third party claim or action relating to or arising out of a breach of the foregoing provisions of this Article by Supplier, or any person, firm or entity, howsoever characterized or designated, acting under, through, in the name of, under authority of or on behalf of Supplier, including Supplier's employees, agents, representatives or subcontractors.

## **22. SECURITY.**

**22.1 General.** Without limiting the generality of the requirements of Article 21 and subject to SOV's review as set forth in Section 21.1(a)(ii), Supplier agrees to develop, provide and implement security provisions and controls to maintain the confidentiality, integrity and availability of all SOV Information in the possession or under the control of Supplier hereunder, which at a minimum Supplier would provide for its own proprietary, sensitive and confidential information and digitally stored files, data and programs (acting with due and proper regard for same) and as otherwise required by Laws, including such provisions and controls that: (i) safeguard the physical integrity and condition of all Supplier Facilities, Equipment, Software and all media in Supplier's possession or control containing SOV Information; (ii) ensure that access to SOV Information, in any form on any media, is available only to SOV and its designated employees and/or authorized representatives; and (iii) prevent use by or disclosure of any and all SOV Information to any third party, to any employee or agent of Supplier that does not have a need to know in the performance of Services hereunder or otherwise, unless Supplier has obtained SOV's explicit prior written approval, which may be withheld for any reason in SOV's sole discretion.

**22.2 SOV Insurance Industry Regulations, Policies and Flowthroughs.** Supplier will comply with: (i) SOV's Insurance Industry Regulations, policies and procedures and other provisions that are required to be flowed through to Supplier by the federal or Vermont state governments that are in effect during the Term, which may be promulgated by the federal or state government, as set forth in Exhibit G, and as such policies may be modified, amended or replaced from time to time and provided to Supplier; and (ii) SOV's policies and procedures that are in effect during the Term regarding the business process, operating procedures or business activities, as such procedures are created or modified by SOV from time to time for application to third party suppliers and provided to Supplier. Any specific modifications to such policy or policies may be included in each applicable Statement of Work or updated at any time thereafter by notice from SOV. Supplier will be responsible for ensuring that Supplier Personnel comply with such policies and procedures. Supplier will provide, at SOV's request, copies of Supplier's internal control policies and procedures for SOV's review and if any such policies and procedures are found

by SOV to be inadequate, SOV shall so notify Supplier and Supplier will take steps to immediately correct any deficiencies so identified.

**22.3 Data Security.** Throughout the Term, Supplier and its permitted assignees and subcontractors shall comply with all information/technology control policies and standards applicable to the security of data, including, but not limited to, the Data Security Standards, the Insurance Industry Regulations, and Exhibit F [Vermont Security Policies]. If, as a result of an on-site review or audit performed in accordance with Article 17 [Audits] hereof or otherwise, Supplier is found not to be in compliance with such policies or standards, then Supplier shall, at its expense, take appropriate steps to promptly correct such non-compliance. The parties will execute and comply with the Business Associate Agreement attached as Exhibit K.

**22.4 Supplier Facilities.**

- (a) Throughout the Term and without limiting the generality of the foregoing, Supplier shall ensure that, in accordance with the Data Security Standards, physical and logical security measures and safeguards are instituted, maintained and enforced at all Supplier Facilities (including security measures and safeguards set forth in Section 12.3 [Dedicated/Partitioned Environment] specific to those areas of the Supplier Facilities that are partitioned from the rest of the Supplier Facilities and dedicated to the provision of the Services) to guard against the unauthorized access to or destruction, loss, theft, damage or alteration of any SOV property, Services and/or SOV Information.
- (b) The security measures and safeguards at the Supplier Facilities shall be no less rigorous than those set forth in Data Security Standards and shall be no less rigorous than those maintained by Supplier for its other facilities. Without limiting the generality of the foregoing, Supplier's security measures shall include at a minimum:
  - i. With respect to any Supplier Facilities at or from which SOV Information is stored, used, accessible, transmitted processed or otherwise made available, providing security guards and technical support engineers on a 24x7 basis and maintaining access controls which include, at a minimum: (1) restricting physical and logical, direct or remote access to the Supplier Facilities and any portions of the Supplier Facilities containing SOV Information; and (2) monitoring and logging access to the Supplier Facilities.
  - ii. With respect to any Supplier Facilities at which the Services are performed, implementing and maintaining access controls to such Supplier Facilities (particularly with respect to the areas of such Supplier Facilities from which the Services are performed or SOV Information is stored, used, accessible, transmitted processed or otherwise made available), which controls will include, at a minimum: (1) inspecting, authenticating and verifying identification and allowing only authorized personnel to enter such Supplier Facilities; (2) monitoring and logging access to such Supplier Facilities; (3) utilizing Equipment and Software that do not allow for the download of SOV Information (e.g., computers without attached CD-ROM burners, disc drives); and (4) printing and/or reproducing

physical copies only as necessary to perform the Services (*i.e.*, on a "need-to-print", "need to copy" basis), providing SOV with access to print logs maintained by Supplier, upon request and on a periodic basis, and establishing, maintaining and enforcing policies approved by SOV requiring the shredding and secure disposal of documents and other materials containing SOV Information and that no physical materials containing SOV Information are removed from secured areas of the Supplier Facilities.

- (c) Supplier shall not (and shall prohibit anyone acting under, through, in the name of, under authority of or on behalf of Supplier) from performing the Services in any manner that, directly or indirectly, defeats security provisions, by-passes security procedures or otherwise avoids the application of required security on devices, SOV Information, files and/or materials containing, without limitation, attorney-client privileged material or attorney work product (and Supplier is responsible for any failure of anyone acting under, through, in the name of, under authority of, or on behalf of Supplier to comply with the provisions of this Section). Without limiting the generality of the foregoing, Supplier shall ensure that (i) all connectivity to SOV Resources and SOV Information and all attempts at the same as permitted hereunder by Supplier Personnel shall be accomplished only through SOV's security gateways/firewalls in accordance with all Industry Data Standards; and (ii) it will not access, and will not permit any unauthorized persons or entities to access, SOV Resources or SOV Information without SOV's express written authorization and any such actual or attempted access shall be consistent with any such authorization. Supplier covenants that, in addition to the other provisions of this MSA, Supplier shall inform SOV whenever access is sought by any individual or entity to any such devices, information, files and/or materials. Supplier waives and expressly disclaims any claim that SOV, by any act contemplated or permitted under this MSA, including any Statement of Work or otherwise, has waived any rights or privileges to which it is otherwise entitled by virtue of SOV's allowance, enabling or facilitating Supplier's performance of any Services.

**22.5 Indemnity.** Subject to the indemnification procedures set forth in Section 24.6, and in addition to any other indemnification obligations in this MSA, Supplier agrees to defend, indemnify, and hold SOV and its officers and employees harmless from and against any and all actual or alleged Losses in connection with any third party claim or action relating to or arising out of a breach or alleged breach of the foregoing provisions of this Article by Supplier, or any entity, howsoever characterized or designated, acting under, through, in the name of, under authority of or on behalf of Supplier, including Supplier's employees, agents, representatives or subcontractors.

## **23. REPRESENTATIONS AND WARRANTIES.**

**23.1 Representations and Warranties.** Each party represents and warrants that, as of the Effective Date and each Statement of Work Effective Date:

- (a) This MSA including each Statement of Work constitutes a legal, valid and binding obligation of such party, enforceable against it in accordance with

its terms except as may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and any other laws of general application affecting enforcement of creditors' rights generally.

**23.2 Supplier Representations and Warranties.** As of the Effective Date, each Statement of Work Effective Date and continuing throughout the Term and each Statement of Work Term, Supplier represents, warrants and covenants to SOV that:

- (a) It is a corporation duly incorporated (or is any other form of legally recognized entity), validly existing and in good standing under the Laws of the jurisdiction in which it is incorporated, and is duly qualified and in good standing in each other jurisdiction where the failure to be so qualified and in good standing would have an adverse effect on its business, activities, ability to perform its obligations under this MSA or compliance with any of its promises, representations and warranties hereunder.
- (b) It has all necessary corporate power and authority to own, lease and operate its assets and to carry on its business as presently conducted and as it will be conducted pursuant to this MSA including any Statement of Work.
- (c) It has all necessary corporate power and authority to enter into this MSA including each Statement of Work and to perform its obligations hereunder and thereunder, and the execution and delivery of this MSA including each Statement of Work and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate actions.
- (d) **Work Standards.** Supplier will properly render the Services in accordance with the Requirements, with promptness and diligence and will execute them in a workmanlike manner, in accordance with the practices and high professional standards used in well-managed operations performing services similar to the Services, with an adequate and sufficient number of qualified individuals with suitable training, education, experience and skill to perform the Services.
- (e) **Requirements.** The development, creation, delivery, provision, implementation, testing, maintenance and support of all Services shall be performed and conform to the Requirements (and any provisions relating thereto in the applicable Statement of Work) and all Deliverables will conform to their applicable Documentation.
- (f) **Documentation.** Documentation required under a Statement of Work shall conform to and accurately describe the Services to which such Documentation relates and be sufficient to enable a reasonably skilled professional, trained in the Services to which such Documentation relates to understand, use, operate, access, take advantage of, support, maintain and modify the Services, as and when necessary, to satisfy SOV's Requirements.
- (g) **Maintenance.** Supplier will make available and maintain the Supplier Resources as required by the provisions of this MSA, in order that they operate and perform in accordance with the applicable Documentation.

- (h) **Cost Effectiveness.** Supplier will use all Supplier Resources to provide Services as required under this MSA, with a view to balancing cost considerations with quality in consultation with SOV and consistent with the Requirements.
- (i) **Technology.** The Services will utilize proven, current technology that will enable SOV to take advantage of technological advancements in its industry and support SOV's efforts to maintain competitiveness in the markets in which SOV operates.
- (j) **Ownership; Non-Infringement.** Supplier: (i) is either the owner of, or authorized to use, the Supplier Resources and related material used in connection with the Services; and (ii) is fully authorized to grant SOV all rights, title, interest and ownership in and to all Work Product developed hereunder; and (iii) will perform under this MSA in a manner that does not violate, infringe, misappropriate or constitute an infringement or misappropriation of any patent arising under the laws of the United States, and any copyright, trademark, trade secret or other intellectual, industrial or proprietary rights of any third party.
- (k) **Inducements.** By entering into each Statement of Work, Supplier affirms each of the representations and warranties set forth in this MSA as of the Statement of Work Effective Date. Each time SOV agrees to enter into a Statement of Work with Supplier, Supplier acknowledges such agreement is based upon and is in reliance upon, among other things, the representations, warranties and other inducements described in this MSA and/or the Statement of Work and Exhibits incorporated or referenced therein.
- (l) **Viruses.** With respect to SOV Information, SOV Software and SOV Resources, Supplier will not insert, introduce or include, or permit, enable or cause any third party to insert, introduce or include, any program code, programming instruction or set of instructions constructed with the ability or the intention to damage, interfere with, interrupt or otherwise affect computer programs, data files or operations in any manner without the authorization, knowledge or approval of any actual or intended user, operator, administrator, publisher, licensor or licensee, or any worms or so called 'Trojan Horses' or logic bombs, or any back door, trap door or other access means or portal which would enable an entity or device to access any programs, data, systems or communications devices, without the knowledge or authorization of the owner, operator or user of the programs, data, systems or communications devices, or any other code typically designated to be a virus or other form of malicious code (each is a "Virus").
  - i. Immediately upon the discovery or detection of any Virus, Supplier will remove such Virus and will provide all necessary Services to minimize the impact of such Virus, including the verification and confirmation of the integrity, authenticity, accuracy and completeness of SOV Information which is or may have been affected by such Virus. Without limitation, unless directly attributable to SOV, Supplier will be liable for loss of SOV Information, data or records of SOV, to the extent such loss of data

or records is due to the insertion, introduction or inclusion of any Virus.

- ii. Supplier will not, without the prior written consent of SOV, insert, introduce or include any means, code, enabling device or mechanism, that would have the effect of disabling or otherwise shutting down, adversely affecting, impairing or denying access to all or a portion of the Services or to any SOV Information or Resources, and with respect to disabling code that may be part of any Supplier Resources, will not invoke disabling code at any time under any circumstances. If at any time a licensor of Third Party Software invokes or threatens to invoke any disabling code in Third Party Software, Supplier will promptly inform SOV and use Supplier's best commercially reasonable efforts to preclude or immediately reverse such action.
- iii. Supplier will provide such assistance and Services as are reasonably requested by SOV as a result of, or in the furtherance of any investigation of, any breach of security.

(m) **Compliance with Laws.** Supplier and its permitted contractors will at all times comply with those Laws: (i) applicable to Supplier and Supplier's business, activities, Supplier's Facilities and the provision of Services hereunder, including Laws of any country or jurisdiction from which or through which Supplier provides the Services or obtains resources or personnel to do so ("**Supplier Laws**"); and (ii) applicable to SOV (including Insurance Industry Regulations) ("**SOV Laws**"), to the extent (A) set forth in a Statement of Work, (B) SOV notifies Supplier of such Laws in writing, or (C) Supplier knows, has reason to know or, based upon the Services provided, should have known, of such Laws, or Supplier otherwise is or becomes aware of such Laws in any other manner, whether or not in connection with any Services and/or this MSA. Supplier shall be responsible for monitoring and interpreting Supplier Laws, including changes in Supplier Laws, and for identifying the impact of such Supplier Laws (and changes thereto) on Supplier's performance of the Services. Supplier shall implement (and bear the costs associated with) any change in Supplier Laws prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such requirement or change. SOV shall be responsible, with Supplier's cooperation and assistance, for monitoring and interpreting SOV Laws, including changes in SOV Laws, and for identifying the impact of such SOV Laws (and changes thereto) on SOV's requirements and the parties will work together to determine the impact on the Services and Supplier's performance hereunder. Supplier shall implement, subject to the Change Control Procedures, any change in SOV Laws prior to the deadline imposed by the regulatory or governmental body having jurisdiction for such requirement or change; provided, however, that if SOV does not agree to pay any additional Charges identified by Supplier as part of the Change Control Procedures for a change in SOV Laws that is mandatory for SOV to comply with, SOV may elect to terminate the affected portion of the Services upon notice to Supplier, and such termination shall be subject to the Change Control Procedures to document the scope of such termination and permit Supplier to recover the costs it incurs in connection with such termination. For avoidance of any doubt, such termination shall be a termination for convenience, however, the parties agree that termination for convenience fees specified in a Statement

of Work shall not apply. If changes in Laws, in any way or to any extent, prevent Supplier from performing its obligations hereunder, Supplier shall develop and, subject to SOV's prior written approval in SOV's sole discretion, implement a suitable workaround until such time as Supplier can perform its respective obligations without such workaround. Supplier will be responsible for any fines and penalties imposed on Supplier or SOV arising from any noncompliance by Supplier or Supplier Personnel of its obligations in this Section 23.2(m) except to the extent directed otherwise in writing by SOV. In the event that any Supplier Personnel become aware of any changes in the SOV Laws prior to being notified of same by SOV, Supplier will provide prompt written notice to SOV, and the parties will work in good faith to develop a workaround as quickly as possible, subject to the Change Control Procedures.

(n) **Debarment.** Supplier certifies under pains and penalties of perjury that as of the Effective Date, neither Supplier nor any of Supplier's principals (officers, directors, owners or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs or programs supported in whole or in part by federal funds.

(o) **Certification Regarding Use of State Funds.** In the case that Supplier is an employer and this MSA is a "State Funded Grant" in excess of \$1,001, Supplier certifies that none of these State funds will be used to interfere with or restrain the exercise of Supplier's employee's rights with respect to unionization.

(p) **Export Control; Anti-Bribery.** Neither Supplier nor any Supplier Personnel are included on any list of entities maintained and updated by the Department of Commerce, Bureau of Industry and Security to whom the export of certain types of software is prohibited by United States' Laws, as updated from time to time ("**Entity List**") or list of individuals maintained and updated by the Department of Commerce, Bureau of Industry and Security to whom the export of certain types of software is prohibited by United States' Laws, as updated from time to time ("**Denied Persons List**") and Supplier shall never involve any entity or Supplier Personnel included on any Entity List or Denied Persons List in connection with the SOV account or any Services. Supplier shall provide, upon SOV's request and at any time new Supplier Personnel are assigned to the SOV account, a list of such Supplier Personnel and a statement confirming that such Supplier Personnel are not included on any Entity List or Denied Persons List. Supplier additionally acknowledges certain Software and technical data to be provided in connection with Services hereunder and certain transactions contemplated in connection with this MSA may be subject to export controls under the Laws of the United States and other countries and Supplier agrees and covenants Supplier shall not export or re-export any such items or any direct product thereof or undertake any transaction in violation of any such Laws. Supplier shall be responsible for, and shall coordinate and oversee, compliance with such Laws in respect of such items exported or imported hereunder and Supplier shall include with copies of all SOV Software provided by SOV to Supplier that Supplier is permitted to use outside of the United States specific documentation stating that "These commodities, technology or software were exported from the United States in accordance with the Export Administration Regulations. Diversion or re-export contrary to U.S. law is prohibited." Supplier has not violated Laws or any policies referenced herein regarding the offering of inducements in connection with this MSA.

(q) **Consents, Licenses and Permits.** As part of the Services, except as otherwise expressly set forth herein or in a Statement of Work, Supplier will be responsible for obtaining, maintaining and complying with all applicable licenses, authorizations, consents, approvals and permits required of Supplier in connection with the performance of Services and to otherwise carry out Supplier's obligations under each Statement of Work. Supplier will have financial, management and compliance responsibility for, and will pay, all fees and taxes associated with such licenses, authorizations, consents, approvals and permits.

(r) **Date-Related Processing.** All Services, and all Supplier Resources, do and will operate in a manner which is consistent with their intended use and which prevents ambiguous or erroneous output, including with respect to all date-related data and functions. For the avoidance of ambiguity, neither the operation or use, nor any results, data or information processed, derived, arising from, generated or transmitted in connection with the Services, shall be incorrect, invalid or adversely affected in any manner based on a change in year, century or otherwise in connection with any date or dates.

(s) **Facilities; Labor Conditions.** In all respects under any and all circumstances:

- i. Supplier shall comply with the requirements of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Supplier shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs and activities provided by Supplier under this MSA and any Statement of Work. Supplier further agrees to include this provision in all subcontracts.
- ii. Supplier shall not use child labor (*i.e.*, individuals under the age of majority), nor any forced or compulsory labor in any form, including, but not limited to, prison, indentured, political, bonded or otherwise. Deposits or similar arrangements shall not be required as a condition of employment.
- iii. Supplier shall not discriminate based on race, creed, gender, marital or maternity status, religious or political beliefs, age, sexual orientation, or gender identity. Supplier decisions related to hiring, salary, benefits, advancement, termination or retirement shall be based solely on the ability of an individual to do the job and the performance of the individual on the job.
- iv. Supplier shall implement and maintain management practices that respect and recognize the dignity of individual employees, the rights of free association, the right to a work place free of discrimination, harassment, abuse or corporal punishment and all other legal rights.
- v. Supplier shall provide at least the legal minimum wage or the prevailing industry wage where the facility is located to each employee. Supplier shall provide each employee a clear, written accounting for each wage period and shall not deduct for performance or disciplinary issues.

- vi. Supplier shall provide each employee with all legally mandated benefits.
- vii. Supplier shall comply with the legally mandated work hours and compensate employees for all time worked according to Laws, including overtime work and training. Supplier shall not require any employee to work more than sixty (60) hours per week or local limits if lower, including overtime, except in extraordinary business circumstances. Supplier shall provide employees with at least one (1) day off in seven (7) days.
- viii. Supplier shall provide employees with a safe and healthy workplace that does not expose employees to hazardous conditions. Supplier shall have written health, safety and environmental guidelines and policies, including those applying to employee residential facilities, where applicable.
- ix. Supplier shall maintain on file all documentation needed to demonstrate compliance with the foregoing representations and warranties and agrees to make such documentation available to SOV with or without prior notice. Supplier shall publicize and enforce a non-retaliation policy that permits employees to speak with SOV or its auditors without fear of retaliation by Supplier or its management.

**23.3** Supplier is not responsible for any claimed breaches of the foregoing warranties caused by: (i) modifications made to the item in question by anyone other than Supplier and its subcontractors working at Supplier's direction, or pursuant to written directions or instructions from Supplier; (ii) the combination, operation or use of the item with other items Supplier did not supply or that are not so described in the documentation provided by Supplier; (iii) SOV's misuse of the Service in violation of the terms of this Agreement or applicable Law; or (iv) Supplier's adherence to SOV's written specifications or written instructions in each case provided or approved in writing by an authorized SOV representative, or use of erroneous data inputs provided by or on behalf of SOV (to the extent Supplier did not know such data was erroneous and Supplier was not obligated under this MSA to validate the accuracy of such data).

**23.4 Disclaimer of Warranty.** EXCEPT AS SPECIFIED IN THIS MSA, NEITHER SOV NOR SUPPLIER MAKES ANY OTHER REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THIS AGREEMENT AND EACH EXPLICITLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **24. INSURANCE.**

### **24.1 Required Insurance Coverage.**

- (a) Throughout the Term, Supplier shall maintain in force, at minimum, the insurance coverage described below. All subcontractors must comply with required insurance requirements as set forth in this Article. Any

exceptions must be approved by SOV. Additional insurance coverage(s) may be required under a Statement of Work.

- i. Commercial General Liability Insurance, including Products/Completed Operations and Advertising Injury coverage, with a per occurrence limit of \$10,000,000 and an aggregate limit of \$20,000,000.
  - ii. Automobile liability Insurance covering use of all owned, non-owned and hired automobiles with a minimum combined single limit of \$1,000,000 per occurrence for bodily injury and property damage liability.
  - iii. Worker's Compensation Insurance or any alternative plan or coverage as permitted or required by applicable Laws and employers liability insurance with a minimum occurrence limit of \$500,000/employee.
  - iv. Crime Insurance including Employee Dishonesty and Computer Fraud for loss arising out of or in connection with fraudulent or dishonest acts committed by the employees of Supplier, acting alone or in collusion with others, in a minimum amount of \$10,000,000 per loss.
  - v. Errors and Omissions/Professional Liability Insurance for an error or omission arising out of the professional services provided by Supplier including Network Security and Privacy Liability in an amount of at least \$25,000,000 per claim/aggregate coverage.
  - vi. Network Security and Privacy Liability, including coverage for breach, theft, unauthorized disclosure, alteration, corruption, destruction or deletion of information stored or processed on a computer system, the failure to prevent the transmission of malicious code, and remediation expenses (including forensics and attorneys' fees); as well as the notification requirements mandated by state and federal laws, in an amount of at least \$10,000,000 per claim/aggregate. This coverage can also be included within the professional liability coverage
- (b) If for any reason such policy insurer cancels or fails to renew such policy, Supplier shall immediately purchase a replacement policy containing substantially the same terms as such policy and including a Prior Acts Coverage Endorsement effective from the Effective Date or a run-off "tail" policy effective for a period of three (3) years following the later of the expiration or earlier termination of the Term or the expiration or termination of the last Statement of Work Term.
- (c) The insurance policies required hereunder shall be primary and not contributory with any liability coverage carried by SOV or any other party. The Commercial General Liability and Automobile policies shall name SOV as additional insured and provide for severability of interests. Supplier hereby waives to the maximum extent permitted by law and to the maximum extent consistent with the requirements of Supplier's existing policies with its insurers any right of subrogation it may have against SOV, its officers, employees and agents.

**24.2 Performance Bond.** In addition to the insurance coverage set forth herein, to the extent set forth in the applicable Statement of Work, Supplier shall procure one or more performance bonds with one or more reputable and financially responsible surety companies for the Services to be provided hereunder ("**Performance Bond(s)**") guaranteeing Supplier's performance under each applicable Statement of Work. In the case of each System Implementation, the monetary value of the Performance Bond, if required, shall be equal to one (1) times the value of the imputed cost to SOV to obtain from Supplier the applicable System Implementation (or such other amount as specified in the applicable Statement of Work). In the case of ongoing Services, the monetary value of the Performance Bond, if required, shall be equal to one (1) times the estimated value of the Services for the first two (2) years of the Term (or such other amount as specified in the applicable Statement of Work). Notwithstanding the foregoing, if such Performance Bond cannot be obtained on commercially reasonable terms despite Supplier's good faith efforts (e.g., because sureties deem the bond requirement as inconsistent with prevailing industry standards), the parties agree to negotiate an acceptable alternative Performance Bond requirement. For any Supplier providing multiple System Implementations or a combination of System Implementations and ongoing Services, the total value of the Performance Bond(s) shall equal the total value of each Performance Bond requirement as provided herein or as otherwise provided in the applicable Statement of Work. Each surety providing any portion of the Performance Bonds shall be at all times during which the Performance Bond is effective listed on the U.S. Treasury C570 Listing.

**24.3 General Insurance Requirements.** All insurance policies Supplier is required to carry pursuant to this Section shall: (a) be primary and non-contributing with respect to any other insurance or self-insurance SOV may maintain; (b) name SOV and its officers and employees as additional insureds on the Commercial General Liability and Automobile Policies, as such parties' interests may appear with respect to this MSA and any Statement of Work (except as to the insurance described in Section 24.1(a)(iii), 24.1(a)(v) and 24.1(a)(vi)); (c) be provided by reputable and financially responsible insurance carriers approved by SOV, with an A.M. Best's minimum rating of "A-" and minimum Best's financial size category of "X"; (d) and require that the insurer endeavor to notify SOV in writing at least thirty (30) days in advance of cancellation (and Supplier shall in any event provide SOV with such notice at least thirty (30) days in advance of cancellation unless Supplier has not been so informed by its insurer) and (e) in the case of the Commercial General Liability policies, and subject to the requirements of Supplier's existing policies with its insurers, use reasonable efforts to cause all other insurance policies to include a waiver of all rights of subrogation against SOV. Each insurer under each such policy shall be amenable to suit and collection of any judgment in the State of Vermont. Supplier shall provide a certificate of insurance issued by their insurance broker (as well as updates to such certificate at each policy renewal) evidencing the coverage. If Supplier is unable to provide the insurance coverage specified in this Article then SOV shall be entitled, on commercially reasonable terms, to obtain all or any portion of such coverage at Supplier's sole cost and expense, and the premiums paid by SOV therefor shall not be subject to any limitations set forth in Article 25; provided that Supplier shall have the right, within sixty (60) days, to cure any failure to provide insurance hereunder so long as coverage does not lapse, and if coverage has lapsed or a

lapse is imminent, then Supplier shall not be entitled to cure except as consented to by SOV in its reasonable discretion.

**24.4 Indemnification by Supplier.** Supplier shall defend, indemnify and hold SOV and its officers and employees harmless from and against all Losses arising from, in connection with or relating to, third party claims, actions and/or allegations based upon any of the following:

- (a) Failure of Supplier or Supplier's Affiliates to perform any obligations required to be performed by either of them under a contract between either of those parties and the third party making the claim;
- (b) Breach of Supplier's warranty set forth in Section 23.2(j) [Ownership; Non-Infringement];
- (c) Breach of Section 23.2(l) [Viruses];
- (d) Negligent, willfully malicious, fraudulent, bad faith or criminal acts or omissions of Supplier, Supplier's Personnel or Supplier's contractors;
- (e) acts, omissions, occurrences and/or events Supplier is required to insure against pursuant to Article 24 [Insurance] and fails to do so;
- (f) Supplier's or Supplier Personnel's breach of any obligations under Article 21 or 22 of this MSA;
- (g) the improper or wrongful termination of, or abandonment of work under, any Statement of Work;
- (h) any theft or other misappropriation of SOV's Resources, property or funds by Supplier or any Supplier Personnel;
- (i) any actual, alleged, threatened or potential violation or contravention of any Laws by Supplier or Supplier Personnel;
- (j) death of or injury to any individual, to the extent caused by the tortious conduct of such party or any entity acting for, in the name of, at the direction or supervision or on behalf of that party; and
- (k) damage to, or loss or destruction or, any real or tangible personal property to the extent caused by the tortious conduct of Supplier.

**24.5 Infringement.** If any Supplier Resources or other goods, services or items (hereinafter, an "item") is, or in Supplier's reasonable opinion is likely to become, the subject of an infringement or misappropriation claim or proceeding, Supplier will, in addition to indemnifying SOV and honoring SOV's other rights under this MSA and all Laws, promptly take the following actions at no additional charge to SOV: (i) secure the right to continue using the item; (ii) if (i) is not reasonably available to Supplier, replace or modify the item to make it non-infringing, provided that the replacement or modification will not degrade performance or quality of the Services and performs substantially the same or equivalent function with the same or equivalent operating characteristics; or (iii) if (ii) is not reasonably available to Supplier, remove the item from the Services and the parties agree to equitably adjust the Charges associated with such item to reflect the diminished value to SOV of such removal.

**24.6 Indemnification Procedures.** Promptly after receipt of any written claim or notice of any action or incident giving rise to a claim for indemnification ("**Claim**"), SOV shall notify Supplier and provide copies of such Claim and any documents relating to same in its possession or any other relevant information. No failure of SOV to so notify Supplier shall relieve Supplier of its indemnification obligations except to the extent, but only to the extent, the failure or delay is prejudicial. Supplier shall have sole control over the defense and any settlement of such Claim; provided, however, that (i) SOV shall be entitled to participate in the defense of such Claim and to employ counsel at its own expense to assist in the handling of such Claim, and (ii) without SOV's written consent, Supplier may not admit that SOV has any liability, obligate SOV to pay any non-reimbursable sum or make any admission of a wrongdoing by SOV in conjunction with the defense or as a result of settlement of the Claim.

**24.7 Disclaimer of SOV Indemnification Obligations.** Supplier acknowledges and agrees that the laws and the public policy of the State of Vermont prohibit the State from agreeing to indemnify contractors and other parties. Supplier agrees that to the extent this MSA or any Statement of Work expressly provide for or imply indemnification of Supplier and/or other third parties by SOV, such actions shall be waived and have no force and effect with respect to SOV.

## **25. LIMITATION OF LIABILITY.**

**25.1 General Intent.** Subject only to the limitations set forth in this Article, a party who breaches any obligations under this MSA or any Statement of Work shall be liable to the other for damages actually incurred by the other as a result of such breach. The parties agree that the limitations in this Article 25 will not be read so as to limit any liability to an extent that would not be permitted under applicable law.

### **25.2 Limit on Types of Damages Recoverable.**

- (a) EXCEPT AS SET FORTH IN SECTION 25.3 OF THIS ARTICLE BELOW, NEITHER PARTY SHALL BE LIABLE FOR INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES (OR ANY COMPARABLE CATEGORY OR FORM OF SUCH DAMAGES, HOWSOEVER CHARACTERIZED IN ANY JURISDICTION), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF FORESEEABLE OR IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (b) Except as set forth in Section 25.3 of this Article below, each party's aggregate liability for damages under this MSA (including each and every Statement of Work hereunder) shall not exceed the amount of all direct provable damages suffered, incurred or sustained by such party hereunder up to a cap equal to the greater of (1) the amount paid or payable (based on aggregate Charges under this MSA and any Statement(s) of Work) to Supplier under this MSA; or (2) fifteen million dollars (\$15,000,000). In no event shall this MSA limit the liability of Supplier for claims made against Supplier by parties other than SOV. The following are agreed to be direct damages and neither party shall

assert that they are consequential damages or any other form of damages for which recovery hereunder is denied by the provisions of Section 25.2(a) of this Article above to the extent that such damages result from Supplier's failure to fulfill its obligations in accordance with this MSA and/or any Statement of Work:

- i. costs of recreating or reloading any of SOV's lost or damaged information;
- ii. costs of implementing a workaround in respect of a failure to provide the Services;
- iii. costs of replacing lost or damaged Supplier Facilities, Equipment, Software or other materials;
- iv. costs and expenses incurred to correct errors in Supplier Facilities, Equipment and/or Software maintenance and enhancements provided as part of the Services;
- v. costs and expenses incurred to procure the Services from an alternate source; and
- vi. straight time, overtime, or related expenses incurred by SOV, including overhead allocations of SOV for SOV's employees, wages and salaries of additional employees, travel expenses, overtime expenses, telecommunication charges, and similar charges, due to the failure of Supplier to provide the Services or incurred in connection with (i) through (v) above.

**25.3 Exclusions Not Applicable.** The exclusions set forth in Sections 25.2(a) and 25.2(b) of this Article above shall not apply to (i) fraud, malicious or willful misconduct, recklessness or gross negligence of Supplier; (ii) any breach of Supplier's nondisclosure or confidentiality obligations contained in this MSA, or any violation of the Business Associate Agreement (provided that damages payable to SOV for a breach of Article 21 relating to Personal Information or the Business Associate Agreement related to Protected Health Information, but not caused by the gross negligence or willful misconduct of Supplier or its Affiliates or the personnel of either of them, shall be limited to a maximum of two (2) times the amount paid or payable (based on aggregate Charges under this MSA and any Statement(s) of Work) to Supplier under this MSA but not less than twenty million dollars (\$20,000,000); provided further that this cap on damages for breach of Article 21 relating to Personal Information or the Business Associate Agreement related to Protected Health Information only applies to damages incurred by SOV and does not limit the amount payable by Supplier in indemnification under Section 24.4 or in damages to SOV under any other Section or for any other type of breach); (iii) any Claim that is the subject of indemnification pursuant to this MSA; (iv) improper or wrongful termination of this MSA or a Statement of Work or abandonment of work by Supplier, or (v) Supplier's breach of Section 23.2 (m) [Compliance with Laws].

**25.4 Duty to Mitigate.** Each party shall have a duty to mitigate damages for which the other party is liable.

**25.5 Intentionally Deleted.**

**25.6 Force Majeure; Contingency Plans.**

- (a) Subject to Sections 25.6(b) and 25.6(c) of this Article below, neither party will be liable for default or delay in the performance of its obligations hereunder, to the extent such default or delay both:
- (i) is caused by any of the following: acts of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, embargoes and other similar unusual governmental actions; extraordinary elements of nature or acts of God (other than localized fire, hurricane, tornado or flood); and
  - (ii) could not have been prevented by the non-performing party's reasonable precautions or commercially accepted processes, or could not have been reasonably circumvented by the non-performing party through the use of substitute services, alternate sources, work-around plans or other means by which the requirements of a buyer of services substantively similar to the Services hereunder would be satisfied. Events meeting both criteria set forth in clauses (i) and (ii) above are referred to herein individually and collectively as "**Force Majeure Events.**" The parties expressly acknowledge that Force Majeure Events do not include and cannot be caused by vandalism, Laws, the regulatory acts of governmental agencies, labor strikes, or the non-performance of contractors relied on or otherwise engaged by Supplier as permitted herein for the delivery of the Services or any negligence or failure to properly perform obligations or provide Services in conformity with the terms and conditions of this MSA or any Statement of Work, unless such failure or non-performance by such contractors is itself caused by a Force Majeure Event. Upon the occurrence of a Force Majeure Event, the non-performing party will be excused from performance or observance of obligations so affected for as long as (1) the circumstances prevail and (2) the party continues to use commercially reasonable efforts to recommence performance or observance to the greatest extent possible without delay.
- (b) If any Force Majeure Event lasts for five (5) consecutive days or fifteen (15) days in the aggregate or such lesser period of time which is the shortest period: (i) specified in SOV's standards and policies for such Services; (ii) specified in the Requirements for such Services; or (iii) specified in the Statement of Work for such Services, then at SOV's option and at any time thereafter that such Force Majeure Event continues, SOV may (reserving cumulatively all other remedies and rights at law, in equity and under this MSA) (x) procure the affected Services from an alternate source; or (y) terminate this MSA, in whole or in part, or any affected Statement of Work, without penalty or further obligation or liability of SOV, and the Charges payable under this MSA will be equitably adjusted by SOV to reflect those terminated Services.
- (c) Notwithstanding any other provision of this Section, no Force Majeure Event shall relieve Supplier of its obligation to commence and successfully implement all of the Services relating to information security, disaster recovery and/or business continuity Services that are described

in this MSA or included in any Statement of Work within the time period described in such Statement of Work.

- (d) Supplier shall at all times maintain business continuity, contingency and disaster recovery plans, procedures and capabilities with respect to the Services, including all Supplier Facilities, that meet all Requirements and applicable regulatory requirements, including Laws, if any (collectively, "**Contingency Plans**"). An abstract summary of the minimum standards required for Supplier's Contingency Plans applicable to the performance and resumption of the Services at all Supplier Facilities is attached hereto as Exhibit J [Supplier Contingency Plans]. With respect to disaster recovery, Supplier will, at a minimum:
- (i) Perform functions in accordance with internationally accepted business continuity, contingency and disaster recovery planning standards and procedures agreed upon by Supplier and SOV, which standards and procedures will provide fully integrated cross-functional recovery, as specified in any procedures manuals that are developed by the parties for the Services ("**Procedures Manual(s)**") and which will be no less stringent than the standards and procedures used at well-managed, prudently managed operations providing functions and containing assets similar to the Services.
  - (ii) Perform tests and backups as specified in the Procedures Manual(s) or as otherwise reasonably necessary to maximize availability of the Services during problems, including disaster/business recovery functions for all SOV Information.
  - (iii) Provide, maintain, and as appropriate, upgrade, replace and enhance state of the art uninterrupted power supplies for all Equipment used to provide the Services.
  - (iv) Maintain backup network and telecommunications services that will allow SOV to dial-in or otherwise connect to the hot site or any other remote facility used by Supplier during a disaster.
  - (v) Provide technology change and upgrade capability so that business continuity, contingency and disaster recovery capabilities and resources stay current with the technology levels for the Services.
  - (vi) Refrain from making any changes or modifications to Supplier's business continuity, contingency and disaster recovery plans, procedures and capabilities that may affect the Services, SOV or Supplier's Facilities in the event of a disaster or business interruption. Supplier shall notify SOV at least sixty (60) days prior to making any changes or modifications to any Contingency Plans, and upon notice from SOV shall refrain from and delay initiating or implementing any such change if, as specified in said notice, SOV has reason to believe such change or modification may adversely affect any backup, recovery or contingency capabilities and resources applicable to the Services.
  - (vii) Develop and maintain a plan for the transition back to the Supplier Facilities upon cessation of the disaster or recovery from the

business interruption and promptly implement such plan to restore the Services to normal operation.

- (e) SOV shall retain authority for developing policies and business requirements regarding contingency planning, disaster recovery and business resumption planning applicable to the SOV Facilities. Supplier shall fully cooperate with SOV and provide such assistance as requested by SOV from time to time in connection with the testing and auditing of all SOV Contingency Plans and all other SOV policies, procedures and business requirements provided to Supplier or otherwise applicable to the SOV Facilities, Resources and Services (collectively, the "**SOV Contingency Plans**"). Supplier shall comply with the SOV Contingency Plans, including any Laws relative to SOV, to the extent such plans, policies, requirements and Laws apply to the Services. Supplier shall develop and execute contingency planning, business resumption and disaster recovery practices consistent with such policies, business requirements, and Laws, including a plan providing for the recovery of the Services in the priority order specified by SOV from time to time. SOV shall, from time to time, review and modify the policies and business requirements and such modifications shall be implemented by Supplier.

## **26. TERMINATION.**

**26.1 Termination by Supplier for Cause.** Supplier may (reserving cumulatively all other remedies and rights under this MSA and at law and in equity), by giving written notice to SOV, terminate a Statement of Work, effective as of thirty (30) days after the date specified in the notice of termination, in the event that SOV fails to pay Supplier Charges when due under a Statement of Work and thereafter fails to make such payment within thirty (30) days of written notice from Supplier that Supplier intends to terminate for such failure to pay or, if the Charges are in dispute, the date such dispute is resolved, unless SOV pays to Supplier within such thirty (30) day period all amounts then due or owing to Supplier. Additional provisions regarding Supplier's right to terminate a Statement of Work may be set forth in such Statement of Work.

**26.2 Termination by SOV for Cause.** SOV may (reserving cumulatively all other remedies and rights under this MSA and at law and in equity), by giving written notice to Supplier, terminate this MSA and/or any Statement of Work (and any other Statement of Work for which performance by Supplier thereunder is in the reasonable determination of SOV materially adversely impacted by the termination of the breached Statement of Work), in whole or in part for the following breach events (provided that additional provisions regarding SOV's right to terminate a Statement of Work may be set forth in such Statement of Work):

- (a) if for (A) a material breach of a Statement of Work, or (B) a material breach of this MSA, and the applicable breach is not cured by Supplier within thirty (30) days of the date on which SOV provides written notice of such breach or if the breach is not one that can reasonably be cured within thirty (30) days, but is one that is able to be cured, if the Supplier does not develop a plan to cure the breach within thirty (30) more days, or does not cure by the end of such second thirty (30) day period:

- (b) upon written notice of termination for any breach of the Business Associate Agreement entered into by the parties under this MSA;
- (c) for failure to meet Service Levels as set forth in each Statement of Work;  
or
- (d) upon written notice of termination, if, as a result of the implementation of Supplier's contingency, backup, recovery, business interruption or continuity plans or any other reason, including a temporary relocation, Supplier is unable or fails, for any reason, to restore and return the provision and/or performance of Services, to the same national and legal jurisdiction as that specified in the Statement of Work, within thirty (30) days of written notice from SOV (except to the extent that a delay is the result of written directions from SOV to delay such restore and return).

Except as otherwise provided in this Article, SOV shall notify Supplier of the exercise of any termination option set forth in this Section by delivering to Supplier written notice identifying the scope of the termination and the effective termination date, if other than immediate. If SOV chooses to terminate any Statement of Work in part, the Charges payable under such Statement of Work will be equitably adjusted by SOV to reflect those Services that are not terminated.

### **26.3 Other SOV Termination Rights.**

- (a) **For Convenience.** SOV shall have the right to terminate this MSA or any Statement of Work, in whole or in part, for convenience and without cause by providing Supplier with not less than sixty (60) days prior written notice, or such shorter period as may be specified in a Statement of Work.
- (b) **Government Contracts.** In the event that any government or governmental agency or instrumentality, either inside or outside the United States, terminates any agreement with SOV (each, a "**Government Contract**") and Supplier was providing Services under a Statement of Work that contemplated, provided or supported all or any part of such Government Contract, SOV may terminate such Statement of Work immediately for convenience and without cause at any time by giving Supplier written notice.
- (c) **Laws.** SOV may terminate this MSA and/or any and all Statements of Work, in whole or in part, immediately and without cause at any time by giving Supplier written notice, in the event that any changes to the Laws of the United States or any other government or governmental agency or instrumentality (including in its capacity as a customer of SOV under any Government Contract) or the interpretation of such Laws by any such agency or instrumentality: (i) prohibits or imposes conditions or restrictions on the provision of all or any portion of any Service in the manner contemplated or in effect hereunder; (ii) objects to all or any portion of this MSA, any Statement of Work or any Services contemplated hereby, including, any objection to the provision of all or any portion of any Services outside the United States, or by an offshore or foreign service provider; (iii) imposes or seeks to impose any material or substantial burdens on any of the Services or transactions contemplated by this MSA; and/or (iv) requires SOV to terminate this MSA and/or any

Statement of Work in whole or in part or requires SOV to insert any provisions into contracts and agreements applicable to the Services hereunder (in which event this MSA, including each Statement of Work, shall be deemed amended to comply therewith).

- (d) **Change of Control.** In the event that Supplier undergoes a change in Control (except a change in Control among Supplier's then current executives) where Control is acquired, directly or indirectly, in a single transaction or series of related transactions, or all or substantially all of Supplier's assets are acquired, by any entity, or Supplier is merged with or into another entity to form a new entity, then, at any time within twelve (12) months after the last to occur of any of these events, SOV may terminate this MSA and/or any or all Statements of Work, in whole or in part, without further liability or obligation, by giving Supplier at least sixty (60) days prior written notice.
- (e) **Revocation of Funding; Appropriations.** SOV may terminate this MSA and/or any and all Statements of Work, in whole or in part, immediately and without cause at any time by giving Supplier written notice, in the event that any of SOV's funding sources to carry out such mandate are reduced or revoked. If appropriations are insufficient to support this MSA or any Statement of Work, SOV may cancel on a date agreed to by the parties or upon the expiration or reduction of existing appropriate authority. In the case that this MSA or any Statement of Work is funded in whole or in part by federal or other non-State funds, and in the event those funds become unavailable or reduced, SOV may suspend or cancel this MSA or any Statement of Work immediately, and SOV shall have no obligation to fund this MSA or any Statement of Work from State revenues.
- (f) **Insolvency.** SOV may immediately terminate this MSA in its entirety (including all Statements of Work), if Supplier (i) becomes insolvent or is unable to meet its debts as they mature, (ii) files a voluntary petition in bankruptcy (or any other equivalent, comparable or similar legal protection applicable to debtors in the jurisdiction) or seeks reorganization or to effect a plan or other arrangement with creditors, (iii) files an answer or other pleading admitting, or fails to deny or contest, the material allegations of an involuntary petition filed against it pursuant to any applicable statute relating to bankruptcy, arrangement or reorganization, (iv) shall be adjudicated a bankrupt or shall make an assignment for the benefit of its creditors generally, (v) shall apply for, consent to or acquiesce in the appointment of any receiver or trustee for all or a substantial part of its property, or (vi) any such receiver or trustee shall be appointed and shall not be discharged within thirty (30) days after the date of such appointment.

**26.4 Adjustment of Charges Upon Termination.** If SOV chooses to terminate a Statement of Work in part, the Charges payable under such Statement of Work will be equitably adjusted by SOV to reflect those Services that are not terminated.

**26.5 Extension of Termination Effective Date.** SOV may, at its option, upon thirty (30) days' prior notice, extend any termination date it has specified pursuant to this Article by a period of up to one hundred (180) days. In such

event, the Services shall be provided pursuant to and on the terms and conditions set forth in this MSA and each applicable Statement of Work and SOV shall compensate Supplier at the Charges specified in the applicable Statement of Work for the Services provided during the period set forth in such notice of extension. During any such extension period, the "Term" and "Statement of Work Term," if applicable, as those terms are defined in this MSA shall be deemed to be in effect for purposes of the respective rights and obligations of the parties during such period, except for the right to additional extensions under this Section.

**26.6 Effect of Termination.** Termination of this MSA or any Statement of Work or categories of Services, in whole or in part and for any reason, shall not affect (a) any liabilities or obligations of either party arising before such termination or out of the events causing such termination, or (b) any damages or other remedies to which a party may be entitled under this MSA or any Statement of Work, at law or in equity.

**26.7 Termination Assistance.**

- (a) Commencing six (6) months prior to the expiration of this MSA or any Statement of Work or such earlier date as SOV may request, or commencing upon notice of termination or non-renewal of this MSA or any Statement of Work for any reason, and continuing through the effective date of expiration or termination thereof, Supplier will provide SOV or its designee (collectively, "**Successor**"), such termination assistance services as are required to allow the Services to continue without interruption or adverse effect and to facilitate orderly migration and transfer of the Services to the Successor ("**Termination Assistance**"). Without limiting the generality of the foregoing:
- (b) If SOV is entitled to a license, sublicense or other right to use any Equipment or Software owned, leased or licensed by Supplier and utilized in performing the Services, Supplier will provide for the license, sublicense, lease or other right, as applicable, as part of Termination Assistance.
- (c) Once the parties have reached agreement on the nature and scope of the Termination Assistance, Supplier shall provide to SOV a reasonable, good faith estimate of the entire cost thereof, and such Charges shall be billable in accordance with the parties' previously agreed upon billing practices and as further set forth herein. Unless the parties have agreed in writing in advance that the amount paid by SOV will constitute a fixed settlement price for Termination Assistance and all then undisputed, unpaid billed and unbilled Services through the effective date of termination, upon Supplier's completion and SOV's acceptance of all services relating to the Termination Assistance, Supplier shall deliver to SOV reasonably detailed invoices covering such Services and all Services performed through the effective date of termination not previously invoiced, which shall be prepared based upon all of the rates and Charges contained in Supplier's estimate or, if applicable and not included in the estimate, the applicable Statements of Work (as same may have from time to time been amended by the parties as specifically permitted herein). To the extent that the total amount paid by SOV is more than the total amount of the final invoices relating thereto (after

giving effect, if applicable, to the resolution of any properly disputed amounts), Supplier shall promptly refund SOV the difference. To the extent that the amount paid by SOV is less than the total amount of such invoices (after giving effect, if applicable, to the resolution of any properly disputed amounts), SOV shall promptly pay to Supplier the difference.

- (d) Supplier acknowledges that, if it were to breach, or threaten to breach, its obligation to provide SOV with Termination Assistance, SOV would be immediately and irreparably harmed and monetary compensation would not be measurable or adequate. In such circumstances, SOV shall be entitled to obtain such injunctive, declaratory or other equitable relief as SOV deems necessary to prevent such breach or threatened breach, without the requirement of posting any bond and Supplier waives any right it may have to allege or plead or prove that SOV is not entitled to injunctive, declaratory or other equitable relief. If the court should find that Supplier has breached (or attempted or threatened to breach) any such obligations, Supplier agrees that without any additional findings of irreparable injury or other conditions to injunctive or any equitable relief, Supplier will not oppose the entry of an order compelling its performance and restraining Supplier from any further breaches (or attempted or threatened breaches).

## 27. DISPUTE RESOLUTION.

**27.1 General.** Unless specifically provided otherwise in this MSA or a particular Statement of Work, any dispute or controversy between the parties hereunder shall be resolved as provided in this Section. A dispute over payment will not entitle Supplier to withhold, suspend or decrease its required performance under this Agreement. Supplier shall continue performing its obligations hereunder while the parties are seeking to resolve any dispute in accordance with this Article, unless and until such obligations are terminated or expire in accordance with the provisions of this MSA or the applicable Statement of Work and the existence of such dispute shall not relieve the Supplier of any of its obligations under this MSA and any and all Statements of Work.

**27.2 Informal Dispute Resolution.** The parties may attempt to resolve any dispute or controversy hereunder, informally by submitting the dispute, in writing, to SOV and Supplier managers responsible for the Statement of Work or Statements of Work giving rise to the dispute ("**Statement of Work Project Managers**"), who shall meet in person or by telephone conference call in an effort to resolve the dispute, as often as they deem necessary to gather and analyze any information relevant to the resolution of the dispute, but not less than once every day.

- (a) During the course of attempting to resolve the dispute informally, all reasonable requests for non-privileged information related to the dispute, made by one party to the other, shall be honored; provided, however, in attempting to resolve the dispute, the conduct and activities of the parties, any offers of compromise, all settlement proposals and/or information exchanged shall: (i) be considered Information that is confidential and proprietary to each of the parties, and therefore,

prohibited from disclosure by either of them in accordance with the provisions of Article 21 [Confidentiality]; (ii) be considered settlement discussions, and shall be inadmissible in any subsequent proceedings; and (iii) shall in no way be construed or deemed to preclude, prohibit or restrict either party, at any time or in any manner, from proceeding to litigation or otherwise exercising any right or remedy available to it under this MSA, at law or in equity.

- (b) If the Statement of Work Project Managers determine in good faith that resolution through continued discussions does not appear likely or if the dispute is not resolved within five (5) business days after the dispute has been submitted in writing, either party may notify the other ("**Dispute Notice**") to proceed with the following escalation and dispute resolution procedures:
- i. The Statement of Work Project Managers shall gather any additional information relevant to the resolution of the dispute and which may be necessary and appropriate for presentation to the Supplier Account Manager and an executive designated by SOV ("**SOV Executive**") (identified by SOV within two (2) business days of receipt of the notification above) responsible for the Services involved in such dispute.
  - ii. The Statement of Work Project Managers shall, within fifteen (15) business days after the Dispute Notice has been given, submit a Report to the Supplier Account Manager and designated SOV Executive which includes a description of the nature, extent and basis of the dispute, how the dispute arose, the U.S. dollar amount involved in the dispute, any agreed upon statements of fact, a fair, accurate and complete representation of the positions of each of the parties in the dispute, and any other information relevant to the dispute, including information that represents agreed upon stipulations and statements of fact, as well as points of disagreement between the parties. The Report shall include one or more recommendations and alternatives which the parties believe the Supplier Account Manager and designated SOV Executive should consider. A description of the projected impact of the failure to resolve the dispute promptly and amicably shall also be included in the submission. Each party may include separate statements of impact, recommendations or other information to the extent any of the participants cannot or do not agree on particular items.
  - iii. Not later than ten (10) days after the Report in connection with any dispute is submitted to them for review, the Supplier Account Manager and designated SOV Executive shall meet in an attempt to resolve the dispute. Either party may request additional information, material, advice and input from individuals and organizations inside or outside SOV's and Supplier's organization.
  - iv. If the Supplier Account Manager and designated SOV Executive are unable to resolve the dispute within five (5) business days after the aforesaid meeting date, the parties may mutually agree to refer the dispute to non-binding mediation, which shall be conducted using the rules and procedures promulgated by the American Arbitration

Association, applicable to mediation in a location to be agreed upon in Vermont, where the parties agree all such proceedings shall be conducted. Such mediation shall be conducted by a qualified neutral, independent third party mediator, knowledgeable in the subject matter of the dispute and, if the parties cannot agree upon a mediator, each party shall select such a mediator and the two (2) mediators so selected shall mutually agree upon a third and the mediation shall, in that case, be conducted by a panel of the three (3) mediators so selected. Each party shall bear its own expenses and an equal share of the expenses of the mediator(s) and the fees of the American Arbitration Association.

- v. If the parties accept and agree to the mediators' recommendations or otherwise reach agreement resolving the dispute, such agreement shall be made in writing and once duly executed, shall be binding on the parties; provided, however, that for the avoidance of any doubt or ambiguity, nothing in this MSA or any Statement of Work shall be construed as restricting, prohibiting, preventing or otherwise impairing either party from proceeding to litigation, instituting judicial or other proceedings, including a formal claim or legal action, or from pursuing any and all other legal, equitable or contractual remedies available to such party, at any time. Notwithstanding anything in this MSA to the contrary, SOV shall not agree to arbitration and SOV shall not waive any right to a trial by jury.

**27.3 Governing Law.** All questions concerning the validity, interpretation, enforcement and performance of this MSA and all Statements of Work shall be governed by and decided in accordance with the substantive internal laws of the state of Vermont without regard to its choice of law principles.

**27.4 Jurisdiction and Venue.** THE PARTIES HEREBY SUBMIT AND IRREVOCABLY CONSENT TO VENUE IN AND THE EXCLUSIVE JURISDICTION OF SUPERIOR COURT OF THE STATE OF VERMONT, CIVIL DIVISION, WASHINGTON UNIT, AND IRREVOCABLY AGREE THAT ALL ACTIONS OR PROCEEDINGS RELATING TO THIS MSA AND ANY STATEMENT OF WORK SHALL BE LITIGATED IN STATE COURTS, AND EACH OF THE PARTIES WAIVES ANY OBJECTION WHICH IT MAY HAVE BASED ON IMPROPER VENUE OR FORUM NON CONVENIENS TO THE CONDUCT OF ANY SUCH ACTION OR PROCEEDING IN SUCH COURT. SUPPLIER HEREBY CONSENTS TO BE JOINED IN ANY ACTION OR PROCEEDING IN WHICH SOV IS A DEFENDANT AND FOR WHICH SUPPLIER IS REQUIRED TO INDEMNIFY SOV PURSUANT TO THE PROVISIONS OF THIS MSA OR ANY STATEMENT OF WORK. Except as required by the indemnification provisions of this MSA, neither party shall be liable for attorney's fees incurred by the other party in any proceeding. The parties expressly agree that no provision of this MSA or any Statement of Work is in any way intended to constitute a waiver by the State of Vermont of any immunities from suit or from liability that the State of Vermont may have by operation of law.

**27.5 Equitable Remedies.** The parties agree that, notwithstanding the provisions of Section 27.2 of this Article [Informal Dispute Resolution], either party may seek immediate injunctive or equitable relief which may be enforced

by the preliminary or permanent, mandatory or prohibitory injunction, temporary or permanent restraining or other order of a court of competent jurisdiction, subject to Section 27.4, without the posting of any bond or other security, in the event of any breach or threatened breach of any provision of this MSA or any Statement of Work involving: (i) SOV Information; (ii) intellectual, industrial or other property rights; (iii) the protection from physical harm, personal injury or property damage; (iv) a good faith determination that damages from a breach will be immediate, irreparable or so severe or incapable of adequate redress or compensation, only injunctive or other equitable relief would be adequate; or (v) any other matter for which equitable rights may be granted and money damages would be an inadequate remedy.

## **28. GENERAL.**

**28.1 Independent Review.** Supplier acknowledges and agrees that SOV is required pursuant to 3 V.S.A. § 2222 to obtain an independent expert review of this Agreement and the services to be rendered hereunder, which review shall be commenced as soon as practicable after the Effective Date of this Agreement. Such review will include, as required by law: (A) an acquisition cost assessment; (B) a technology architecture review; (C) an implementation plan assessment; and (D) a cost analysis and a model for benefit analysis. Upon completion of the review, and upon SOV's request, Supplier shall meet with SOV to discuss the results and Supplier will cooperate with SOV to address any aspects of the Agreement or services that are identified in the review as SOV deems necessary. Supplier acknowledges and agrees that if necessary and as required by SOV, the Agreement and/or the applicable Statement(s) of Work will be amended to address the issues identified in the review.

**28.2 Assignment.** Neither this MSA, nor any rights or obligations hereunder, is assignable, by operation of Laws, voluntarily by the Supplier, or otherwise, without the prior written consent of SOV (which consent shall not be unreasonably withheld) and any attempt to do so without such written consent shall be void *ab initio*. Subject to the foregoing, this MSA and each Statement of Work shall be binding on the parties and their respective successors and permitted assigns.

**28.3 Expenses.** In this MSA, unless otherwise specifically provided herein or in a Statement of Work, all costs and expenses (including the fees and disbursements of legal counsel) incurred in connection with this MSA and the performance of the transactions and obligations contemplated by this MSA shall be borne by the party incurring such expenses.

**28.4 Reliance by SOV on Representations.** All payments by SOV under this MSA or any Statement of Work will be made in reliance upon the accuracy of all prior representations by Supplier, including but not limited to bills, invoices, progress reports and other proofs of work.

**28.5 Supplier Bankruptcy.** Supplier acknowledges that if Supplier, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "**Bankruptcy Code**"), rejects this MSA, SOV may elect to retain its rights under this MSA as provided in Section 365(n) of the Bankruptcy Code. Upon written request of SOV to Supplier or a

bankruptcy trustee, Supplier or such bankruptcy trustee shall not interfere with the rights of SOV as provided in this MSA, including the right to obtain the SOV Information.

**28.6 No Gifts or Gratuities.** Supplier shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of SOV during the Term.

**28.7 Copies.** All written reports prepared under this MSA will be printed using both sides of the paper.

**28.8 Amendment; Waiver.** No terms and conditions in any Supplier form, document, purchase order or otherwise, shall or shall be construed to modify, amend or in any way alter the terms and conditions set forth herein. No supplement, modification, amendment to or waiver of this MSA shall be binding unless executed in writing by the party against whom enforcement of such supplement, modification, amendment or waiver is sought and is executed, if applicable, in the manner and with respect to the subject matter, consistent with the requirements of this MSA. No waiver of any of the provisions of this MSA shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

**28.9 Further Assurances.** Each party shall provide such further documents or instruments required by the other party as may be reasonably necessary, appropriate or desirable to give effect to this MSA and to carry out its provisions.

**28.10 Severability.** Any provision in this MSA which is prohibited, invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, invalidity or unenforceability, without invalidating, affecting or impairing the remaining provisions or affecting the validity or enforceability of such provision in any other jurisdiction. To the extent practicable, the prohibited, invalid or unenforceable provision shall be replaced, for purposes of such jurisdiction, with a permitted, valid and enforceable provision which comes closest to the intention of the parties with respect to the provision so replaced.

**28.11 Notices.** Except as otherwise specifically provided in Sections 21.1(b) and 21.3(d) of this MSA, any notice, demand or other communication required or permitted to be given under this MSA shall be in writing and shall be deemed given, delivered to a party and effective: (i) when delivered by hand or courier or by overnight delivery service with signature receipt required; or (ii) when sent by confirmed facsimile with a copy sent by another means specified in this Section, in each case to the address of such party set forth below (or at such other address and/or addressee as the party may from time to time specify in a Statement of Work or by notice delivered in the foregoing manner):

If to Supplier, to:

CGI Technologies and Solutions Inc.  
600 Federal Street  
Andover, MA 01810  
Attn: VT Account Manager  
FAX: (978) 946-3096  
Email:

With a Required Copy to:  
CGI Technologies and Solutions Inc.  
11325 Random Hills Road, 8th Floor  
Fairfax, Virginia 22030  
Attn: Office of General Counsel:  
FAX: 703.267.7288  
Email:

If to SOV, to :

**Agency Contact:**

Lindsey Tucker  
Deputy Commissioner, Health Benefit Exchange  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495802.872.5901 (o)  
Fax:(802) 879-5962  
[lindsey.tucker@state.vt.us](mailto:lindsey.tucker@state.vt.us)

**For purposes of notice under Access to Public Records Act:**

Dani Delong  
Public Records Officer  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495  
Ph: (802) 879-5901  
Fax:(802) 879-5962  
[Dani.delong@state.vt.us](mailto:Dani.delong@state.vt.us)

**For purposes of notice in the event of a security breach:**

Michael K. Morey  
Chief Information Officer  
Department of Information and Innovation  
Phone: (802) 828.1144  
Email: [michael.morey@state.vt.us](mailto:michael.morey@state.vt.us)

**With a Required Copy in all cases to:**

Allan W. Ruggles  
Assistant Attorney General  
Department of Vermont Health Access  
312 Hurricane Lane  
Williston, VT 05495  
Ph: (802) 879-5901  
Fax:(802) 879-5962  
[Allan.ruggles@state.vt.us](mailto:Allan.ruggles@state.vt.us)

For purposes of each Statement of Work, notices required or permitted hereunder or thereunder and which relate solely to routine notifications and communications between the parties in the ordinary course of the performance of such Statement of Work, shall be sent, consistent with the mechanism in this Section above, or by email, to the Statement of Work Project Managers assigned to the Services. Any email notice requiring consent, approval or other official determination will require confirmation.

**28.12 Survival.** Any provision of this MSA which contemplates performance or observance subsequent to any termination or expiration of this MSA or which must survive in order to give effect to its meaning, shall survive the expiration or termination of this MSA.

**28.13 Independent Contractors; Independence.** Supplier shall perform its obligations under this MSA and for all purposes is and is acting as an independent contractor of SOV. Nothing herein shall be deemed to constitute Supplier and SOV as partners, joint venturers, or principal and agent or be construed as requiring or permitting the sharing of profits or losses. Supplier has no authority to represent or bind or create any legal obligations for or on behalf of SOV as to any matters, except as expressly authorized in this MSA and in any applicable Statement of Work. Supplier will act in an independent capacity and not as officers or employees of SOV.

**28.14 Third Party Beneficiaries.** Nothing in this MSA, express or implied, shall or is intended to confer on any other entity, any rights, benefits, remedies, obligations or liabilities of this MSA, other than the parties, their respective successors or permitted assigns.

**28.15 Entire Agreement.** All Statements of Work, Exhibits hereto and all other attachments and documents referred to in any of the foregoing are incorporated into this MSA by this reference and form a part hereof as if fully set forth herein. This MSA constitutes the entire agreement between the parties pertaining to the subject matter and supersedes all prior, inconsistent and/or contemporaneous agreements, understandings, promises, representations, warranties, negotiations and discussions, whether oral or written, of the parties pertaining to the subject matter hereof.

**28.16 Execution and Transmission of Executed Agreement.** This MSA may be executed in multiple counterparts that together shall constitute one instrument. Copies of signed counterparts that are transmitted via facsimile or electronically between the parties shall be deemed to be originals for purposes of establishing execution by either or both parties. This MSA may be executed electronically with record of the transaction held electronically by either or both parties.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF** the parties have executed this MSA as of the Effective Date.

**STATE OF VERMONT**

E-SIGNED by Mark Larson  
on 2012-Dec-14  
By: \_\_\_\_\_

**Name: Mark Larson**

**Title: Commissioner, Dept. Vermont Health Access**

**CGI TECHNOLOGIES AND SOLUTIONS, INC.**

E-SIGNED by Gregg Mossburg  
on 2012-Dec-14  
By: \_\_\_\_\_

**Name: Gregg Mossburg**

**Title: Senior Vice President**

## Exhibit A Form of Statement of Work

This Statement of Work Number \_\_\_\_ is issued pursuant to the Master Services Agreement dated as of \_\_\_\_\_ (the “**MSA**”) between the State of Vermont (“**SOV**”) and CGI Technologies and Solutions Inc. (“**Supplier**”). This Statement of Work incorporates the terms and conditions of the MSA as if the MSA were fully set forth in the text of this Statement of Work. Capitalized terms not defined in this Statement of Work are defined in the MSA.

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**1. Effective Date and Term of this Statement of Work.**

This Statement of Work is effective as of [*insert effective date*] (“**Statement of Work Effective Date**”) and shall continue through [*insert anticipated end date*] which shall constitute the “**Statement of Work Term**”. [*Insert agreed renewal provisions*]

---

**2. Services to be Performed and Schedule of Performance.**

A. Scope of Services

[Provide a detailed description of the scope of Services broken down by type of Services covered by this Statement of Work such as BP Services, CC Services, IT Services, including project management, design, development, business processes, etc.

The following detailed responsibility matrix specifies Supplier Personnel roles and responsibilities in connection with this Statement of Work and SOV responsibilities, approvals and Resources agreed to by the parties:

B. Location of Services.

[Identify all locations related to or involved in the performance of Services]

C. Deliverables and Work Product.

[Identify all manuals, guidelines, procedures, methodologies, records, reports, customer service scripts and screens, design, program, functional, operational and other specifications and documentation for all Work Product.]

D. Milestone Schedule

[Include a detailed milestone, progress, delivery, availability and completion schedule.]

E. Specifications

[Include detailed specifications describing and defining the relevant design, functional, operational and performance characteristics, specifications, configurations, standards and criteria applicable to the development, delivery and performance of the Services]

F. Acceptance Criteria and Process.

[Describe the proposed criteria and procedures required to verify and confirm the completeness, accuracy and acceptability of the Services and the conformance of such Services to the Requirements related to the achievement of any milestone on the Milestone Schedule; include development of a Deliverable Expectation Document (DED) where appropriate to establish criteria for acceptance of the applicable deliverable; include time periods for review considering size and scope of deliverables, timing for resubmission in the event that any of the Acceptance Testing fails, and any other Acceptance provisions.]

G. Impact Analysis.

[Describe specific information concerning development, timing and scope of any impact analysis, feasibility study or other inquiry or evaluation required by Supplier to determine whether and to what extent the proposed Services may affect SOV, or the conduct or performance of any other Services.]

H. Supplier Personnel.

I. The following are Key Supplier Personnel: [Identify Key Supplier Personnel assigned to the performance of the Services and such key staff roles and responsibilities.]

J. Supplier Resources.

[Include a detailed description of all Supplier Resources applicable to this SOW and not otherwise set forth herein.]

K. SOV Roles and Responsibilities.

[Describe approvals or Resources required by Supplier and agreed by SOV to be necessary for the proper implementation and performance of the Services.]

1. Services or Support: [Describe any portions of the project that are to be performed by SOV or provided by SOV to Supplier. In addition, describe any support functions that are to be performed by SOV].
2. Facilities, Equipment and SOV Resources: [Describe any facilities, equipment, tools, supplies, telephone lines and service, office support and other sorts of equipment, facilities, or related items to be provide by SOV for Supplier's use in performing under this Statement of Work.]
3. Environments: [Specify any development, testing, implementation or other environments to be provided by SOV].
4. Proprietary Materials: [List any proprietary materials to be provided by SOV.] SOV will arrange to provide access and/or licenses for Supplier to use the following SOV Software necessary for the performance of Services, whereupon, unless otherwise specifically set forth herein, Supplier shall be responsible for all costs, license, support and other fees applicable to such access, license, use and the operation thereof:
5. Other:

L. Governance Structure, Meetings and Reports.

[Describe any required project governance.]

Supplier shall schedule and lead the following meetings during the Term: [Describe the types, frequency and mutual responsibilities of the parties with respect to the manner in which they conduct meetings during the Term.]

Supplier shall provide the following Reports regarding this Statement of Work:

M. Migration Plan.

[If any Service is a service, function, operation or activity which SOV or any SOV supplier (other than Supplier) is performing, conducting or providing and which will be transitioned or migrated from SOV (or a SOV supplier), include a detailed, specific and itemized chronological transition and migration plan, including schedules, milestone and cutover dates, parallel and concurrent testing programs, overlap periods and all other charts, directions and descriptions necessary to ensure a seamless and efficient transfer, transition and migration.]

N. Customer Satisfaction Survey.

Supplier shall conduct regular customer satisfaction surveys as follows:

[Set forth scope, timing, format and content of such survey and the procedures by which each such survey will be conducted and administered]

O. Certifications.

Supplier shall maintain the following certifications during the Statement of Work Term:

---

3. **Hosting Services.**

[Describe hosting services ]

---

4. **Back Office Operations.**

[Describe back office operations ]

---

5. **Maintenance and Support.**

[Describe maintenance and support services and obligations ]

---

6. **Project Managers.**

The Project Managers are:

<u>Supplier</u>	<u>SOV</u>
_____	_____
_____	_____

---

7. **Staff.**

A. Subcontractors.

The following subcontractors are hereby approved by SOV for the purposes noted  
[List each subcontractor and its roles and responsibilities]

B. Shared Staff.

[Describe any Services to be provided from a non-partitioned or shared processing environment]

C. Security Requirements.

[Describe any exceptions to the security requirements in the MSA or to SOV's Security Policies and any additional security requirements]

---

8. **Software.**

A. Supplier Provided Software.

[Identify any Supplier Software that will be used to provide Services.]

B. SOV Provided Software.

[Identify any SOV Software that Supplier will be authorized to use to perform the Services.]

C. Third Party Software provided by SOV.

[Specify any Third Party Software licensed by SOV to which Supplier will be granted access under this Statement of Work, and list any Third Party Software for which Supplier will not assume operational and financial responsibility and any related maintenance obligations during the applicable Statement of Work Term to the same extent as if Supplier were the licensee of such Third Party Software. Specify any Third Party Software listed in this Section for which Supplier will not pay such third

party licensors directly, or reimburse SOV upon receipt of invoices therefor, for all license fees, royalties, use, support and other charges and amounts due under such Third Party Software licenses commencing upon the Statement of Work Effective Date and continuing throughout the Statement of Work Term.]

---

9. **Hardware.**

[Identify hardware provided in support of the Services to the extent relevant.]

---

10. **Third Party Contracts.**

The following Third Party Contracts are included in the scope of this SOW:

(i) Third Party Contracts to be assigned by SOV to Supplier, subject to Supplier obtaining all Required Consents:

(ii) Third Party Contracts to be retained by SOV and, as necessary, any Required Consents shall be obtained by Supplier with such reasonable assistance from SOV as is requested by Supplier, or may be terminated by SOV at SOV's cost, as specified in the Statement of Work; and/or (iii) the respective financial, operational, administrative and other obligations of the parties with respect to the Third Party Contracts shall be set forth in the Statement of Work.]

---

11. **Service Levels.**

[Set forth Service Levels and Service Level Credits]

---

12. **Security, Disaster Recovery, Business Continuity Procedures, Controls**

---

13. **Acceptance, Acceptance Testing and Acceptance Testing Procedures**

[Describe any additional Acceptance related provisions above those in Section 2.E]

---

14. **Forecasting**

[Describe forecasts to be provided under this Statement of Work and frequency of updating of forecasts]

---

15. **General Support** . [Described any exceptions to obligations of Supplier to provide SOV with general support for the Services, or any agreed additional cost therefor]

---

16. **Facilities to be provided by Supplier.**

A.

---

17. **Assumptions.**

---

18. **Optional Services.**

A.

---

19. **Other Services.**

A.

---

20. **Charges and Pass-Through Expenses.**

A. All payment terms, Milestone Deliverable Payment Schedule, retainage (if any) and release point(s).

B. Hardware/Software

- C. Monthly Services
  - D. Other Included Services
  - E. Optional Services
  - F. Pass-Through Expenses
  - G. Withheld Amount
- 

**21. Additional Terms.**

[Include any additional terms agreed by the parties and not included in Sections 1-20 above.]

Agreed to and accepted by:

CGI Technologies and Solutions Inc.  
(CGI)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

State of Vermont (SOV)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



## Exhibit B

### MEMBER COMMITMENT TO THE CODE OF ETHICS AND BUSINESS CONDUCT

#### **Preamble**

Upon joining CGI, all members undertake, by signing this document, to observe the CGI Group Inc.'s Code of Ethics and Business Conduct. The complete version of this Code and related policies and guidelines are available on the Enterprise intranet. The main provisions of the Code are outlined below. As a member, you will renew annually your commitment to abide by the Code of Ethics and Business Conduct of CGI by signing the latest version of this "Member Commitment to the Code of Ethics and Business Conduct" document.

The Code of Ethics and Business Conduct was put together keeping in mind that CGI members must behave responsibly and in accordance with the company's core values. By preserving our personal integrity and the professional reputation of CGI, we will succeed in achieving the company's mission and vision. This "Member Commitment to the Code of Ethics and Business Conduct" is meant to give our members a broad and clear understanding of the conduct expected of them during their employment at CGI. When further guidance is required, please refer to the complete version of the Code or to your manager.

#### **MEMBER COMMITMENT**

**I hereby commit to respect the company's Code of Ethics and Business Conduct, the main provisions of which are outlined below:**

- **Confidentiality**

I hereby acknowledge that the information and documentation related to CGI and its clients, to which I will have access in the execution of my duties at CGI, are of a confidential and important nature and belong to CGI or its clients, as the case may be. Consequently, I agree to:

- 1) Respect the confidentiality of any confidential information or documentation related to CGI and its clients;
- 2) Never use for my personal benefit or for any other purposes, any confidential information or documentation related to CGI and its clients, without prior written consent from CGI and its clients;
- 3) Never publish or otherwise disclose the existence, source, content or substance of any confidential information or documentation to other CGI members, except on a need-to-know basis in the execution of their functions;

- 4) At the end of my employment, or upon request, hand over to my manager or to any CGI officer, any and all confidential information or documentation related to CGI and its clients then in my possession;
- 5) Not discuss or divulge any confidential CGI information that may affect the value of CGI shares or that could harm CGI;
- 6) Be bound by this confidentiality agreement, even after the end of my employment at CGI.

- **Intellectual property**

I assign to CGI all my rights in all work that I shall perform during the term of my employment and I authorize CGI and its assignees to modify them. I confirm that CGI is free to use this work as it so wishes and I agree to not use it in any way, nor to divulge, publish or otherwise disseminate it without having obtained the prior written consent of CGI. I will execute any document that may be useful or made necessary by CGI to confirm or complete this assignment of rights. In addition, I undertake to never use, reproduce or distribute, in whole or in part, other than in the exercise of my duties at CGI, the software used in the execution of my duties at CGI and at a client site.

- **Loyalty and avoidance of conflict of interest**

I shall act at all times with diligence and loyalty towards my employer and in such a way as to safeguard my employer's interests. In particular, I agree to not place myself in a conflict of interest, that is, in a situation that would allow me to advance my personal interests, or those of a third party, at the expense of CGI. I agree to not act in a way or publicly hold a position that might harm the image or reputation of CGI. I shall take on no secondary employment without obtaining prior written consent from CGI, understanding that it may come into conflict with my position at CGI or prevent me from devoting the time and effort required to perform my duties.

- **Respect and Integrity**

I shall demonstrate courtesy, honesty, civility and respect for other members of CGI, for its clients, and for its suppliers. I will refrain from any form of harassment or discrimination against anyone because of race, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

- **Systems Infrastructures**

I agree to respect CGI's *Information Systems and Information Technologies (IS-IT) Use Policy*, which I have read upon joining CGI. I also agree to respect the policies related to the use of our clients' systems, services and technological infrastructures (including equipment, software and telecommunication facilities) and to protect the data that they contain.

- **CGI and Client Property and Assets**

I agree to take all reasonable precautionary measures to prevent damage, loss, theft, abuse or unauthorized use and disposal of CGI and client property and assets that will be placed at my disposal. While working at a client's site, I shall comply with the client's practices and procedures and treat the client's facilities with respect. I also agree to immediately return to CGI, at the end of my employment, or upon request from my manager, all CGI property and assets then in my possession.

- **Competitors**

I acknowledge that I have both an ethical and legal responsibility to portray the company's competitors fairly and accurately. I shall not use improper means for gathering information about CGI's competitors.

- **Third Party Agreements**

I will ensure that the provisions of any agreements with third parties will be strictly observed. I understand that unauthorized disclosure or use of information or records associated with these third party agreements is prohibited.

- **Trading in CGI or Client securities**

I will not use confidential information about CGI or a client company as a basis for trading in CGI or client company securities. I will respect the company policy entitled "Guidelines on Timely Disclosure of Material Information and Transactions in Securities of CGI by Insiders", available on the enterprise Intranet, which protects the company and its members, while ensuring compliance with all applicable securities legislation. Likewise, I will not provide to third parties any information that would give them an unfair advantage when trading in securities of the company or client companies. I will communicate immediately any information that may have a material impact on the company shares and which, to my knowledge, is not known to the management of CGI, to CGI's Corporate Affairs, without divulging it to anyone else. (As an indication only, an information is considered to be material if its impact represents 10% or more of the company's annual revenues).

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Name

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Signature

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Date

## Exhibit B-1

### Intellectual Property Rights Agreement

The Contractor understands and acknowledges that the ownership and protection of intellectual property and confidential and proprietary information is of critical importance to CGI Technologies and Solutions Inc. ("CGI") and its customers. The term "CGI" refers to CGI Technologies and Solutions Inc. and all of its subsidiaries and affiliates, and the term "customer" includes all persons or entities for whom CGI performs services or with whom CGI works or cooperates for any purpose. This Agreement sets forth certain terms and conditions under which the Contractor will perform services for the benefit of CGI or its customers (the "Services") as part of a project or projects agreed to between CGI and Contractor. This Agreement applies in addition to any other agreement between CGI and Contractor governing the performance of Services.

1. Contractor agrees and acknowledges that he or she may create or participate in the development of inventions, discoveries, improvements, and original works of authorship, including, without limitation, derivative, joint, and collective works and compilations (collectively, "Works"). The term "Works" includes all ideas or items produced or created by Contractor (or any person furnished by Contractor, if applicable) in the course of performing the Services, whether alone or jointly with others.
2. Contractor will promptly disclose to CGI any Works of which he or she becomes aware. Contractor agrees that all Works that he or she creates or helps develop under this Agreement will be the property of, and owned by, CGI and will be considered "works made for hire". CGI will have all rights, title and interest in and to all Works, including without limitation copyrights, patents, trade secrets, and other proprietary, intellectual, industrial and moral rights of whatever nature ("Intellectual Property Rights"). In the event any such Works are, for whatever reason, deemed not to constitute a "work made for hire," the Contractor does hereby assign to CGI all such Intellectual Property Rights, for good and valuable consideration, the sufficiency of which is hereby acknowledged.. CGI's rights in and to each Work will vest on the date each Work is produced or created. Further, as between CGI and Contractor, CGI's and its customers' ideas and requirements disclosed to Contractor in writing or orally are owned by CGI. Contractor agrees to give CGI at no additional charge all assistance reasonably required to vest in CGI throughout the world all Intellectual Property Rights in the Works, including without limitation providing written assignments and waivers of such Intellectual Property Rights in favor of CGI, its affiliates and customers from Contractor and the personnel furnished by Contractor. If under applicable law Contractor is deemed to retain any rights in any Works, to the maximum extent allowed by applicable law, Contractor:
  - a) irrevocably assigns to CGI all rights , including Intellectual Property Rights, that he or she retains; or, if such assignment is invalid or insufficient,
  - b) irrevocably waives its moral and authorship rights in all Works, including without limitation rights of attribution and integrity; or, if such waiver is invalid or insufficient,
  - c) consents to CGI's and its customers' use and infringement of the rights Contractor retains in the Works; or, if such consent is invalid or insufficient,
  - d) agrees that in perfecting and protecting his or her rights, Contractor will refrain from interfering with CGI's and its customers' use of any Works.

3. Contractor will not, without the applicable owner's written permission: (a) reproduce any copyrighted, patented, confidential or proprietary material owned by a third party (collectively, "Third Party Materials"), even if the material does not carry a copyright or other restrictive notice; (b) provide to CGI or any customer, or induce CGI to use or provide, any Third Party Materials; or (c) develop any Works, or provide any advice or other services to CGI or its customers, containing Third Party Materials Contractor obtains from sources other than CGI.
4. CGI "Confidential Information" means information belonging to or in the possession or control of CGI, its customers or its suppliers which is of a confidential, proprietary, or trade secret nature, including without limitation all business information, technological information, intellectual property, Works, business processes and methods, customer lists, and other information that belongs to CGI, its customers or its suppliers, related to CGI's business, technology, products, customers, personnel or finances, that Contractor has access to while performing the Services and that are not readily available to the general public (collectively, "Confidential Information").
5. As between CGI and Contractor, Confidential Information will remain the exclusive property of CGI, and Contractor will not be deemed by virtue of this Agreement or any access to CGI's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. Contractor will preserve and protect all CGI Confidential Information and Contractor will not disclose the existence, source, or content of Confidential Information, except to CGI employees on a need-to-know basis, and to third parties (including persons provided by Contractor to perform Services) who are specifically authorized by CGI to receive it and who have entered into appropriate agreements for the protection of the Confidential Information. Contractor will not use any Confidential Information for any purpose other than for the benefit of CGI, and never for Contractor's own benefit or that of any third party other than the CGI customer for whom its use is intended. In addition, unless Contractor receives permission from CGI to do so, Contractor will not: (i) remove any Confidential Information from CGI or customer premises; (ii) copy or reverse-engineer any Confidential Information; or (iii) keep any Confidential Information relating to a customer's project in its possession at the conclusion of the Services. Upon expiration or earlier termination of this Agreement or whenever requested by CGI, Contractor will return any Confidential Information immediately.
6. Neither Contractor nor any personnel furnished by it to perform Services will make disparaging statements (written or oral) to any third party with respect to any services, software or other products offered or performed by CGI. Contractor agrees that neither it nor any personnel furnished by it to perform Services will make any disclosure that contains any information relating to the business of CGI or its customers or that identifies Contractor as doing work for CGI or its customers without receiving prior written consent from an officer of CGI.
7. Contractor acknowledges that a breach, or attempted or threatened breach, by it of any part of this Agreement could cause CGI to suffer irreparable injury for which there would



be no adequate monetary remedy, and that CGI will be entitled (in addition to its other remedies) to obtain injunctive and other conservatory relief. Contractor further acknowledges that CGI is an intended third-party beneficiary of this Agreement and shall have the right to bring any action, claim, or suit for damages or other relief upon any breach by Contractor of its obligations under this Agreement; and CGI shall have the right to assign any or all of its rights under this Agreement without Contractor's express consent.

8. The provisions of this Intellectual Property Rights Agreement are severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provision. If any provision is deemed to be or becomes unenforceable, CGI may substitute an enforceable provision that preserves the parties' original intentions and economic positions to the maximum extent legally possible.
9. The parties agree that Contractor is not an employee of CGI, and nothing in this Agreement shall create or be deemed to imply any such relationship between Contractor and CGI or entitle Contractor to any compensation from CGI. Contractor acknowledges that a breach, or attempted or threatened breach, by it of any part of this Agreement shall be a breach of its obligations to CGI and shall entitle CGI to pursue all lawful remedies against Contractor, including immediate dismissal.

Print Name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

### Exhibit C - Critical Milestones

1. **Liquidated Damages.** Each party agrees that the failure by Supplier to meet each Critical Milestone (as defined below) will cause SOV to suffer substantial damages which are difficult to estimate. Each party represents after all diligence it has determined appropriate, that the liquidated damages set forth below (“**Liquidated Damages**”) are reasonable estimates of the damages which SOV will suffer for a failure to meet each Milestone set forth below (“**Critical Milestones**”), and agrees that the Liquidated Damages are not a penalty. Each party agrees that the Liquidated Damages are intended to be reasonable estimates of the actual damages that SOV would suffer, and are enforceable, valid and binding upon it. In the event that SOV elects to seek actual damages consistent with the terms of the MSA for Supplier’s failure to meet one or more Critical Milestones, any Liquidated Damages paid in connection with such Critical Milestones shall be deducted from any damages award. If any Liquidated Damages are held to be unenforceable, then such Liquidated Damages shall be deemed deleted from this Exhibit C, and SOV shall have the right to recover such damages as it is able to recover under the MSA.
2. **Go-Live.** For clarity and without limitation, the failure to meet the Go-Live date of October 1, 2013 is not subject to Liquidated Damages, and SOV shall have the right to recover such damages as it is able to recover consistent with the terms of the MSA for any such failure.
3. **Excused Delay.** Notwithstanding anything to the contrary herein, Supplier shall not be liable for Liquidated Damages under this Exhibit C to the extent that the failure to meet any Critical Milestone is attributable in any material respect to the failure of SOV or its Third Party Resources to perform their obligations as set forth in the MSA (including this Statement of Work) or that arise out of causes beyond the reasonable control and without any material error, negligence or breach of Supplier obligations under the MSA (including this Statement of Work) of Supplier or Supplier Third Party Resources, provided that:
  - a. Supplier provides written notice of the delay or failure promptly after first learning of such delay or failure and describing the cause of such delay or failure in reasonable detail and includes such description on all subsequent red-yellow-green reports until the delay or failure is resolved, and escalates the matter to the SOV Deputy Commissioner of the Exchange within the Department of Vermont Health Access if any such delay or failure is not redressed within two (2) weeks of such written notice from Supplier; and
  - b. Supplier takes all reasonable efforts to avoid and minimize the impact of such delay or failure by SOV or its Third Party Resources or such causes.
4. **Cap on Liquidated Damages.** In no event shall Supplier’s total aggregate liability for all liquidated damages assessed under this Exhibit C exceed 10% of the total Detailed Deliverables Cost (as defined in Exhibit L (Cost) (the “Liquidated Damages Cap”). The parties acknowledge and agree that the Liquidated Damages Cap will increase or decrease consistent with any increase or decrease in the total Detailed Deliverables Cost.
5. **Final Critical Milestones.** The date by which each Critical Milestone must be met, and for the Critical Milestones noted as “pending further definition” in the chart below, the basis for determining whether such Critical Milestones have been met, will be

mutually agreed by the parties by the Revised Scope Date (as defined in SOW #1) and set forth in an amendment to this Exhibit C.

CMS Reference Number	Critical Milestone	CMS Preferred Date*	Liquidated Damages
2.4	Call center live (CRM)	09/01/2013	High
2.5	Website launched	09/01/2013	High
9.2	Functionality demonstrated for PM Exchange Components (e.g. QHP Evaluation and Certification, Issuer Portal)	03/01/2013	Medium
9.2	Functionality demonstrated for E&E Exchange Components (e.g. enrollment processing, verification interfaces, rate calculator)	03/01/2013	Medium
9.2	Functionality demonstrated for FM Exchange Components (APTC/CSR data reporting, SHOP and individual premium billing)	03/01/2013	Medium
9.2	Functionality demonstrated for systems supporting Consumer Assistance functions (e.g. CRM, portal access)	03/01/2013	Medium
9.2	Development of PM Exchange components completed (pending further definition)	05/31/2013	High
9.2	Development of FM Exchange components completed (pending further definition)	05/31/2013	High
9.2	Development of E&E Exchange components completed (pending further definition)	05/31/2013	High
9.2	Development of CA Exchange components completed (pending further definition)	05/31/2013	High
9.2	Systems Testing complete and results submitted to CMS for all Exchange components	07/31/2013	Medium
9.2	Connectivity established for all required Data Services Hub services	6/1/2013	High
9.2	Hub and partner testing on all Data Services Hub services completed	6/30/2013	Low
9.2	Communications and security certification testing of all Data Services Hub services completed	6/30/2013	Medium
9.2	Preproduction testing of all Data Services Hub services completed	6/30/2013	Medium
9.2	Production environment setup completed	07/01/2013	Low
9.2	End-to-end testing completed	09/01/2013	High
9.2	State test summaries and results of CMS-developed test scenarios submitted to CMS	09/01/2013	Low
10.3	Substantially completed Safeguard Procedures Report submitted to IRS for approval	06/01/2013	Medium

\* Per Section 5, to be mutually agreed by Revised Scope Date.

6. **Amount of Liquidated Damages.** The parties agree that the amount of damage to SOV will be as follows:

For Critical Milestones categorized as Low:

- \$3,750 for every day late from 1 to 3 days late per Critical Milestone;
- \$7,500 for every day late from 4 to 7 days late per Critical Milestone;
- \$10,000 for every date late from 8 to 14 days late per Critical Milestone;
- \$25,000 for every day late after 14 days late per Critical Milestone.

For Critical Milestones categorized as Medium:

- \$9,375 for every late from 1 to 3 days late per Critical Milestone;
- \$18,750 for every day late from 4 to 7 days late per Critical Milestone;
- \$25,000 for every day late from 8 to 14 days late per Critical Milestone;
- \$62,500 for every day late after 14 days late per Critical Milestone.

For Critical Milestones categorized as High:

- \$18,750 for every day late from 1 to 3 days late per Critical Milestone;
- \$37,500 for every day late from 4 to 7 days late per Critical Milestone;
- \$50,000 for every day late from 8 to 14 days late per Critical Milestone;
- \$125,000 for every day late after 14 days late per Critical Milestone.

As provided for in Section 5, the total Liquidated Damages assessed under this Exhibit C shall not exceed the Liquidated Damages Cap.

7. **Payment.** Supplier shall pay any Liquidated Damages due to SOV hereunder within 30 days of the date on which the applicable Critical Milestone was originally due to be met, or, at SOV's option, such amounts may be deducted from all or any portion of the Charges payable to Supplier in accordance with the MSA. SOV shall notify Supplier in writing before SOV deducts such sums from the Charges.
8. **Earnback.** If Supplier meets all criteria agreed by the Parties for the live launch of the Exchange by October 1, 2013, then Supplier will be entitled to earn back fifty percent (50%) of the Liquidated Damages paid to SOV under this Exhibit C. The Supplier's earn back of Liquidated Damages is not a waiver by SOV of any right it may have under the Agreement. The criteria for live launch will be mutually agreed by the parties by the Revised Scope Date and set forth in an amendment to this Exhibit C.
9. **Modification or Waiver.** Any Liquidated Damages payable under this Exhibit C, including the Critical Milestones, dates for completion and amounts of Liquidated Damages, may be changed at any time by written agreement of the parties, but only by means of a Change Order. The parties further agree that the applicability of the Liquidated Damages to the performance of a Critical Milestone may be waived by SOV in any given instance, but only pursuant to a written waiver signed by the Commissioner of Vermont Health Access.

**Exhibit D**  
**Service Levels**

**1. Hosting Services Service Levels**

**a. Generally.** The Health Benefits Exchange applications and associated hosting (together, the “System”) have been designed and will be implemented and operated to run in compliance with the Service Levels set forth in this Section.

**b. Summary Table.** The following Service Levels and Service Level Credits apply to the Hosting Services (as defined in Exhibit I to the MSA), subject to the provisions that follow in Section 1.c below.

<b>Service Level Agreement (SLA)</b>	<b>Service Level</b>	<b>Service Credit for Failure</b>
Availability During All Hours	For each hour: Production: 99.90% Egregious: 94%  Non-Production: 99.5%	\$3,500 Egregious: \$5,000
Content Maintenance	Timely Updating of Production Content Per Agreed Schedule	\$1,500 for each Scheduled Update
Web Page Response Time	Production: 1 second average	For each day: \$1,000
	Egregious: 5 second average in any hour 3 times in any day or 10 times in a week	Egregious: \$5,000 each day or week
Response Time for Real Time Transactions	Production: 90% within 5 seconds None greater than 10 seconds	For each day: \$1,000
	Egregious: 75% within 5 seconds None greater than 10 seconds	Egregious: For each day: \$5,000
Help Desk Mean Time to Restore Severity Level 1	4 Hours	\$5,000 per day
Where “Restore” means that CGI has done one of the following: 1. Correct the problem; Provide workaround; or 2. Correct a portion of the problem to reduce the	Egregious: Any greater than 24 Hours	\$500 per hour

Severity Level		
Help Desk Mean Time to Restore Severity Level 2	8 Hours	\$5,000 per day
Where "Restore" means that CGI has done one of the following: 1. Correct the problem; 2. Provide workaround; or 3. Correct a portion of the problem to reduce the Severity Level	Egregious: Any greater than 5 days	Egregious: \$500 per hour
Help Desk Mean Time to Resolve Severity Level 1	According to agreed plan identified and agreed as part of problem restore activities. Daily update on status.	
Where "Resolve" means that CGI has fixed the root cause and removed the workaround		
Help Desk Mean Time to Resolve Severity Level 2	According to agreed plan identified and agreed as part of problem restore activities. Daily update on status.	
Where "Resolve" means that CGI has fixed the root cause and removed any workaround		

Note: "**Workaround**" means a temporary fix that is reasonably acceptable to SOV and that does not resolve the underlying problem, but provides the proper results required of the System (through manual processing or otherwise).

Backup and Recovery	All daily and weekly backups executed successfully 1 hour recovery start, 4 hour completion	\$500 Each missed daily Backup \$2,500 Each missed weekly Backup \$500 Each late Recovery \$2,500 Each failed Recovery
	Egregious: Failure of any 3 consecutive backups or recoveries	Egregious: \$15,000
Batch Completion	Completion of critical time sensitive batch processes complete within agreed timeframes to be collectively defined and agreed during design phase.	\$2,500 each violation
	Egregious: TBD Completion	Egregious: \$5,000
Disaster Recovery	4 Hour RTO, 30 Minute RPO	\$100,000 each violation

c. Service Level Descriptions.

i. **Availability During All Hours**

1. **Definitions.**

a. **“Availability”** means the availability for use by intended individual users, System processes or interfacing systems of all features, functions and processes of the System.

b. **“All Hours”** means: All time 7 x 24 each week.

c. **“Maintenance Window”** means the second and fourth weekend of each calendar month starting at 10:00 p.m. Saturday and continuing until 6 a.m. Sunday, provided, however that SOV may require a different maintenance window timeframe as SOV determines is necessary, in SOV’s reasonable discretion.

d. **“Scheduled Maintenance”** means System maintenance described in written notice from CGI at least five (5) days in advance that may require unAvailability that is performed within the Maintenance Window and in accordance with such notice from CGI, and for which CGI timely posts a notice of Scheduled Maintenance on the Website according to agreed procedures.

e. **“Scheduled Maintenance Downtime”** means any period of unAvailability for Scheduled Maintenance.

2. **Measurement.** The System will be configured to alarm the unAvailability of any key aspect of the System, and in addition, any unAvailability reported through the Help Desk will be included in the calculations of Availability from the time the unAvailability was first known by CGI either through alarms, the knowledge of its personnel or a report by SOV or another user. CGI will use reasonable efforts during the Statement of Work Term to expand the monitoring capabilities of the System to automatically detect unAvailability of any aspect reported hereunder but not detected by the System automatically. This Service Level will be determined by dividing the number of hours of Availability in the month by the total hours in the month. However, Scheduled Maintenance Downtime will not be included in the calculations for the numerator or the denominator to determine performance on this Service Level

3. **Service Level Credit.** The Service Level Credit will be determined by taking the difference between the required number of hours of Availability in the month and the actual number of hours of Availability during the month, and if a positive number, multiplying the difference (if any) (rounded to the next highest full hour) by the Service Level Credit amount set forth in the Summary Table.

ii. **Content Maintenance**

1. **Definitions.**

a. **“Content”** means all information and materials to be posted on the Website.

2. **Description of Service Level.** The parties will establish an update schedule for updating the Content on the Website. The Service Level measures compliance with each update required under that schedule (each is a **“Scheduled Update”**).

3. **Measurement.** Each Scheduled Update is required to be completed no later than the date and time scheduled, with all Content set for that Scheduled Update successfully updated on the Website.

**4. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by the number of Scheduled Updates not completed on time during the month.

**iii. Web Page Response Time**

**1. Definitions.**

**a. “Web Page”** means an individual document created in HTML that is displayed when a user visits the web page’s uniform resource locator address.

**b. Description of Service Level.** This Service Level measures daily average time that the Web Pages comprising the Website take to respond to a request sent by a user through the user’s browser.

**c. Measurement.** Each day, through an agreed automated process, CGI will sample Web Page responses on no less frequently than every five (5) minutes and compile hourly and daily statistics for specific Web Pages designated by SOV and an aggregate average response time.

**d. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by each day that the average is above the Service Level. The Egregious Service Level Credit will be paid for each time that the Egregious Service Level is exceeded for the hourly averages in a day or in a week, as applicable, measured for this Service Level.

**iv. Response Time for Real Time Transactions**

**1. Definitions.**

**a. “Real Time Transaction”** means a transaction between a user of the Website and the Exchange where data is sent from the user after logging in to the user’s account and requires processing by the Exchange and a response to the user.

**2. Description of Service Level.** This Service Level measures daily average time that the Web Pages comprising the Website take to respond to a request sent by a user through the user’s browser.

**3. Measurement.** Each day, through an agreed automated process, CGI will sample Real Time Transactions on no less frequently than every five (5) minutes and compile daily statistics for specific Real Time Transactions designated by SOV and an aggregate average response time.

**4. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by each day that the average is above the Service Level. The Egregious Service Level Credit will be multiplied by each day that the average is above the Egregious Service Level.

**v. Help Desk Mean Time to Resolve Severity Level 1**

**1. Description of Service Level.** This Service Level measures the mean time for CGI to resolve Severity Level 1 incidents from the time first reported to CGI.

**2. Measurement.** CGI’s trouble ticketing system will automatically track the time from initiation of the incident to closure. The incident will be initiated immediately upon notice to CGI.

**3. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by each day that the average is above the Service Level. The Egregious Service Level Credit will be multiplied by each hour that is above the Service Level.

**vi. Help Desk Mean Time to Resolve Severity Level 2**

**1. Description of Service Level.** This Service Level measures the mean time for CGI to resolve Severity Level 2 incidents from the time first reported to CGI.

**2. Measurement.** CGI's trouble ticketing system will automatically track the time from initiation of the incident to closure. The incident will be initiated immediately upon notice to CGI.

**3. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by each day that the average is above the Service Level. The Egregious Service Level Credit will be multiplied by each hour that is above the Service Level.

**vii. Backup and Recovery**

**1. Definitions.**

**a. "Backup"** means a copy of the data stored in the System used for Recovery purposes.

**b. "Recovery"** means the loading of data from a Backup into the appropriate database of the System.

**2. Description of Service Level.** This Service Level measures completion of the scheduled Backups and of all necessary Recoveries each month.

**3. Measurement.** All Backups and Recoveries will be monitored by the System and completion and failure automatically reported. Time for each Recovery will be measured by the System from start to completion and reported automatically.

**4. Service Level Credit.** The Service Level Credit in the Summary Table above will be multiplied by failure to complete the Backup each day that the average is above the Service Level. The Egregious Service Level Credit will be paid for each time that the Egregious Service Level is exceeded.

**viii. Batch Completion**

**1. Definitions.**

**a. "Batch"** means a scheduled program that runs without user intervention. CGI will maintain a list of all Batch jobs run by the System.

**2. Description of Service Level.** This Service Level measures completion of scheduled Batch jobs.

**3. Measurement.** All Batch jobs will be monitored by the System and completion and failure automatically reported.

**4. Service Level Credit.** The total number of Batch jobs completed each day will be divided by the total Batch jobs for the day, and if that quotient is less than the Service Level, Service Level Credit will be paid for that day. The Egregious Service Level Credit will be paid for each time that the Egregious Service Level is exceeded.

**5. Reserved.**

**ix. Disaster Recovery**

**1. Definitions.**

**a. “Disaster”** means a Force Majeure Event or other circumstance causing any part of the System to be unAvailable and requiring that any portion of the System be moved to another data center to restore full Availability.

**b. “RPO”** means the Recovery Point Objective, the maximum period for lost data in the event of a Disaster.

**c. “RTO”** means the Recovery Time Objective, the maximum time to recovery all System Availability at another data center after a Disaster.

**2. Description of Service Level.** In the event of a Disaster, CGI will meet the RPO and RTO to recover the System and restore full Availability.

**3. Measurement.** The Service Level will be measured from the declaration of a Disaster pursuant to agreed procedures until full System Availability has been restored.

**4. Service Level Credit.** The Service Level Credit will be paid for each failure to meet the RPO or the RTO.

**x. Cap on Service Level Credits.** In no event shall the total Service Level Credits for the Hosting Services exceed twenty percent (20%) of the total amount billed each month for such Services. Provided, that if any amount of Service Level Credits is excluded as a result of this cap, any Earn Back Credits will be reduced by the amount of such exclusion.

**2. Back Office Operations Service Levels**

**a. Generally.** Back Office Operations will be provided by CGI in compliance with the Service Levels set forth in this Section.

**b. Summary Table.** The following Service Levels and Service Level Credits apply to the Back Office Operations, subject to the provisions that follow in Section 2.d.

SLA	Service Level	Service Credit for Failure
Scanning and Indexing	All documents scanned and processed on average within 3 business days from receipt and none greater than 5 business days	25% of Pool
Indexing Accuracy	99% accuracy of indexing and association	25% of Pool
	Egregious: 10% error rate in any month	\$25,000
Productivity	10 minute average per document for scanning and indexing	15% of Pool
Receipt	Customer notified on average within 2 business days of receipt of document, none to exceed 5 business days	15% of Pool
Appeal File	All relevant documentation sent to SOV for appeal or grievance within an average of 3 business days of SOV request, none to exceed 5 business days	15% of Pool
Account Maintenance Requests	All requests acknowledged within 2 business days of electronic request and 3 business days of paper receipt and processed within 3 business days of receipt	15% of Pool
Renewal Reminders	Renewal reminders will be sent within 10 business days before the start of the open enrollment period and every 30 days thereafter until the open enrollment period ends. Preparing automated electronic renewal reminders will require not more than 8 hours to configure and stage.	10% of Pool
Confirmation Letters	Confirmation letters to be mailed within an average of 2 business days after receiving enrollment notification through the Exchange, none longer than 4 business days.	10% of Pool
Requests for Information Regarding Fiscal Administration	All responses within 3 business days or as otherwise specified in the request for information.	10% of Pool
Reconciliation Report	Enrollment reconciliation will occur within average of 3 business days after receiving enrollment notification from the Carrier, within none longer than 4 business days, and an exception report will be provided to SOV	10% of Pool

c. Pool. For Back Office Operations Service Levels, the “**Service Credit Pool**” will equal fifteen percent (15%) of the total amount billed each month for such Services. SOV has designated a percentage of that pool payable for the violation of each Back Office Operations Service Level as set forth in the Summary Table in Section 2.b, and such total percentages will equal one hundred fifty percent (150%); provided however, that in no event shall the total Service Level Credits for Back Office Operations exceed the Service Credit Pool. SOV may change the percentages it has allocated to each Back Office Service Level each calendar quarter by written notice to CGI prior to the beginning of such quarter.

d. **Service Level Descriptions.** The Back Office Operations Service Levels will be calculated and reported on a monthly basis.

i. **Scanning and Indexing.**

1. **Description of Service Level.** CGI will scan inbound correspondence received at the central scanning facility in paper form. This includes paper-based enrollments, changes to enrollment and disenrollment. Scanned paper documents will be indexed and associated with one or many customer accounts, broker / navigator accounts, or other key record within the time set forth in the Summary Table.

2. **Measurement.** Documents will be logged on the day received; the System will record the date and time documents are scanned and indexed; the difference between the date the document was logged and the date stamp that the document was scanned and indexed will constitute the number of days taken to complete the scanning and indexing service for the specific document. The System will automatically report the average and maximum number of days to scan and process documents.

ii. **Indexing Accuracy**

1. **Description of Service Level.** Due to the sensitive and confidential nature of information contained in scanned documents, it is required that CGI maintain an extremely high level of quality in indexing so that documents are associated (indexed) to the associated customer.

2. **Measurement.** The accuracy will be calculated by the following formula:  
 $100 - (\text{number of documents incorrectly indexed} / \text{total number of documents indexed}) * 100.$

iii. **Productivity.**

1. **Description of Service Level.** CGI will scan and index each document on average no longer than the time set forth in the Summary Table.

2. **Measurement.** Productivity of scanning and indexing services will be calculated by dividing the number of documents scanned in the month by the total number of hours of Services provided by CGI for such scanning and indexing. The parties will agree on an exception basis for unusually large unique documents.

iv. **Receipt.**

1. **Description of Service Level.** CGI will measure each month the time from when it receives each document and the time when it notifies each customer of receipt of the document.

2. **Measurement.** CGI will track receipts according to an agreed process.

v. **Appeal File.**

1. **Definitions.**

a. **“Appeal File”** means all documents transmitted between SOV and the customer, whether in hard copy or electronic (with all hard copy documents properly scanned and indexed), including all entries in the Customer Service Center CRM application.

2. **Description of Service Level.** The Service Level measures the time CGI takes to respond to requests from SOV for Appeal Files.

3. **Measurement.** CGI will log in the System the day that it receives SOV's request for an Appeal File, and will log the day that it sends the Appeal File to SOV.

**vi. Account Maintenance Requests.**

**1. Description of Service Level.** These are requests received from the customer through written correspondence, email, telephone requests, on-line chat or entered on-line through the Website. Requested changes include changes to account information such as household size, income or other personal information.

**2. Measurement.** The System will measure the elapsed time from the customer's request for a change until the change is logged in the System and the day the acknowledgment is sent to the Customer.

**vii. Renewal Reminders.**

**1. Service Level.** These are automated announcements (e.g. postings to customer's private webpage, email, telephone or written correspondence) from SOV informing customers of upcoming dates and deadlines for periodic or special circumstances for renewal of coverage in QHPs.

**2. Measurement.** Renewal reminders will be measured by the System determining the date the renewal reminders are required to be initiated and the date on which the last renewal reminder is transmitted. CGI will also track the hours required for it to prepare automatic electronic renewal reminders and report those hours each month.

**viii. Confirmation Letters.**

**1. Description of Service.** These are written correspondence informing the customer that they have successfully completed the process for enrolling in a QHP; enrollee notification from SOV is preliminary and subject to confirmation from carriers.

**2. Measurement.** The measurement will be the elapsed time from when the System sends the enrollment transaction to the carrier and the date when the System transmits the notification.

**ix. Requests for Information Regarding Fiscal Administration**

**1. Description of Service.** CGI will log in the System each request for information regarding fiscal administration issues and log the time it takes to respond, and any time specified in the request.

**2. Measurement.** CGI will track performance against the time specified in the request or the time period set forth in the Summary Table.

**x. Monthly Reconciliation Report.**

**1. Description of Service.** The System will generate a reconciliation report that shows the number of customers enrolled through the Exchange and the number of enrollees reported by carriers. The report will show the differences between Exchange enrollments and carrier enrollments for a given time period by carrier.

**3. Commencement.** The Hosting Services Service Levels apply beginning on Go-Live. The Back Office Operations Service Levels apply beginning on Go-Live.

**4. Exclusions.** CGI's failure to meet any Service Level will be excused, and not counted in the calculation of any Service Level (in a manner that excludes the failure in every respect so that CGI is neither better nor worse off in Service Level calculations because of such failure) to the extent that CGI's failure is caused by one of the following circumstances, so long as CGI uses reasonable efforts to avoid and minimize such failure as applicable and consistent with its obligations under this MSA ("**Exclusions**"): (i) acts, errors and omissions of SOV or any of SOV's suppliers or contractors including but not limited to any breach, failure or delay by SOV,

SOV's suppliers or contractors to timely and effectively satisfy their responsibilities under this MSA (or agreements with SOV related to the same) and to provide timely decisions and approvals as required under this MSA; (ii) a Force Majeure Event (subject to compliance by CGI with its obligations arising under this MSA in connection with such Force Majeure Event); (iii) any circumstance where CGI is prohibited by applicable Law from taking actions required to correct such failure so long as CGI has provided prompt notice to SOV of the basis and extent of such prohibition and has proposed appropriate efforts to address the same for approval by SOV; (iv) service or resource reductions requested or approved by SOV and agreed to by the parties through the Change Control Procedures; or (v) if any of the assumptions set forth in this Statement of work are exceeded and through the Change Control Procedures the Parties identify additional hardware, software, or telecommunications resources required to meet SOV's needs the costs for which are additional Charges under this Statement of Work, and for which SOV does not agree to such change and does not approve the addition of such resources (and payment of such additional Charges). For clarity, adverse performance of the components of the System is not a Force Majeure Event. If the same incident causes multiple Service Levels to be missed, CGI shall only pay to SOV the highest applicable Service Level Credit associated with the root cause generating such missed Service Level (as opposed to a Service Level Credit for each single missed Service Level).

## 5. Service Level Credits

**a. Calculation.** Service Level Credits will be calculated as set forth in each Summary Table and the other provisions of this Exhibit D. Service Level Credits will be determined each calendar month during which Service Levels apply.

**b. Earn-Back.** If in any month CGI pays Service Level Credits for any failure to meet any Hosting Service Levels or Back Office Operations Service Level (but not any month in which it pays any Egregious Violation Service Level Credits) (such Service Level Credits are the "**Earn Back Credits**"), and for the next three (3) months CGI does not owe any Service Level Credits in the applicable category of Service Levels (Hosting or Back Office Operations), then CGI will be credited with the Earn Back Credits to offset against any future Service Level Credits for that category (but not Egregious Service Level Credits). For clarity, the Earn Back Credits will not be paid in cash, and if this Statement of Work terminates with CGI having a balance in Earn Back Credits, such Earn Back Credits will expire and have no force or effect.

**c. Payment.** Service Level Credits accruing in one month will be automatically offset against the following month's invoice.

**6. KPIs.** The parties will identify key performance indicators ("**KPIs**") that measure features of the System and Services and the performance of each that are important to SOV after recommendations from CGI as to industry best practices, and CGI will report on those KPIs monthly, and the parties will meet monthly to review the KPI report and identify management issues arising therefrom.

**a.** KPIs for Back Office Operations will include:

- i.** Average time to resolve or transfer to the state eligibility determination questions.
- ii.** Complex questions
- iii.** Time required to process and transmit to SOV requests for information regarding fiscal administration.
- iv.** Time to prepare the premium transactions report and the date each month it is delivered to SOV.

**7. SLA Reports.** CGI will provide the following SLA reports for each calendar month no later than the 15<sup>th</sup> day of the following calendar month:

**a. Compliance.** CGI will provide a monthly SLA compliance report described in a form acceptable to SOV. Each monthly SLA compliance report will report on SLA compliance in both raw form (without taking into account any Exclusions) and then adjusted (taking into account any Exclusions), each of which will be clearly explained in reasonable detail in the monthly SLA compliance report.

**b. Incidents.** CGI will provide a monthly report summarizing the incidents reported during the month by Severity Level, and their resolution, and root cause determinations for each.

**c. KPIs.** CGI will provide a monthly report showing performance on all KPIs.

**d. Trending.** CGI will provide monthly, quarterly and annual SLA trending reports requested by SOV.

**e. Analysis and Recommendations.** At least every six (6) months, CGI will provide a brief analysis of its SLA performance and recommendations for improvement of its performance.

**f. Special.** CGI will provide such other information regarding SLAs, performance of the System and Services and other metrics as SOV may request from time to time.

**8. Raw Data.** CGI will make available to SOV an electronic version of all raw data used to create the SLA report each month

**9. Termination.** Pursuant to Section 26.2(c) of the MSA, SOV's right to terminate thereunder includes the following:

**a. Repeat SLA Violations.** SOV will have such right if CGI fails any of the same SLA for three (3) consecutive months or any four (4) months in any twelve (12) month period or if CGI fails at least three (3) SLAs in each of three (3) consecutive months or any four (4) months in any twelve (12) month period.

**b. Egregious SLA Violations.** SOV will have such right in the event of any Egregious violation. The definition of Egregious violations herein is not intended to set the bounds of a material breach of the MSA, and the parties agree that such definitions will not be used to limit the scope of the definition of a material breach of this Agreement. Each Egregious violation sets forth a Service Level Credit, and for each violation, SOV may elect to terminate under this Section, or receive that Service Level Credit, but not both.

**c. Timing of Termination.** If SOV elects to exercise the termination rights stated in this Section 9, SOV must elect such right within twenty (20) business days of SOV's delivery of written notice to CGI of the applicable violation.

## 1. EXHIBIT E – SCOPE ASSUMPTIONS

The following assumptions are intended to augment the RTM and assist the SOV in understanding the basis CGI used with regard to defining the scope, timing, resources, roles and responsibilities, and cost related to the work being performed pursuant to work being performed under the MSA (the “Project”). Any required changes to these assumptions will be addressed by the parties through the Change Control Procedures.

These Assumptions are part of the MSA General and Project Administration Assumptions

### 1.1.1. General Project Assumptions

- Project will start on December 17, 2012. The project team will be co-located in the Williston area at a location to be provided by the SOV.
- Elaboration Assumptions.
  - Prototypes will be demonstrated to selected super users on an ad hoc scheduling basis.
  - Iterative development will include functionality that can be built during the allotted timeframe as defined in the Project Work Plan.
  - Subsequent iterations will include further refinements to previous iteration functionality as time allows as defined in the Project Work Plan.
  - All prototype workshops will take place at a single location and make use of web conferencing to provide access to users who cannot attend workshops directly.

During testing (of all testing types), defects will be classified by the SOV and CGI. The standards in which testing is completed will be as follows:

Level	Category	Description
1	Sev1	<b>Essential Business Process Affected</b> - Any highly critical system or service outage that results in loss or severe degradation of business processes and/or capabilities defined as “must have” in the finalized requirements, and for which there is no acceptable workaround. (Availability of workaround renders it “Sev2”).
2	Sev2	<b>Part of an Essential Business Process or Workgroup Affected</b> - Degradation of system or service performance that impacts end user service quality or significantly impairs business process control or operational effectiveness for functionality defined as “must have” in the finalized requirements, but for which there is an acceptable workaround.
3	Sev3	<b>Non-Essential Business Process or Workgroup or Individual Affected</b> - Minor degradation of system or service performance that does not have any impact on end user service quality. These are typically cosmetic defects.
4	Doc	<b>Documentation Defect</b> Error or omission in document

- The SOV and CGI will coordinate to establish a series of regular, formal reviews of the project progress, issues, and strategies for risk mitigation.
- CGI’s Proposal to the State of Vermont (SOV) outlines CGI’s tasks and obligations for the Vermont Health Benefit Exchange implementation Project. In addition, CGI has provided an organizational chart of expected

staffing based on this cost proposal in Section 1.6 of this Exhibit. The Maximum Amount and Maximum Deliverable Costs and timeline for delivering CGI services assume the provision of the SOV resources set forth below to complete the customer-related tasks in the updated Work Plan that will be jointly developed by the SOV and CGI by the Revised Scope Date (as defined below). The customer-related tasks include but are not limited to policy decisions, operational policies and procedures, design, interagency agreements, stakeholder management, internal control plans, and review and approval of Deliverables. As part of the scheduling review before the Revised Scope Date, CGI and the SOV will jointly develop a document detailing the expected resources required, type, and timeline.

SOV Role
<b>SOV Health Benefit Exchange Project Manager</b>
Technical Architect – interaction with existing systems, Security
Carrier Subject Matter Expert
Eligibility Business Analyst
Health Benefit Exchange Business Analysts*
Testing Lead
Reporting Business Analyst

\* Responsible for the Exchange functional requirements as defined by CMS, (1) Eligibility and Enrollment (2) Plan Management, (3) Financial Management, (4) Consumer Assistance, (5) Communication and (6) Oversight.

- CGI will utilize its Client Partnership Management Framework (“CPMF”) project methodology to facilitate project planning, management, and Project execution and provide the framework for developing the Project Management Plan (“PMP”), which will be completed before the Revised Scope Date. The CGI PMP includes:
  - Document Templates
  - Critical Dependency Procedures
  - Communication Management Plan
  - Change Management Plan
  - Action Item Management Plan
  - Risk Management Plan
  - Project Controls and Standards Management Plan
  - Non-SW Work Product Management Plan
  - Issue Management Plan
  - Human Resources Management Plan
- At the SOV’s request to provide more granularity and transparency on project spend, CGI will track and report the monies earned based on the Services provided and Deliverables furnished. Specifically, these reporting requirements and supporting payment processes will be further described in the mutually executed PMP. The list of project deliverables will be finalized before the Revised Scope Date. SOV will use this revised list of project deliverables and the PMP to inform the Independent Verification and Validation (IV&V) process performed as described in Section 1.4 of this Exhibit.
- CGI will establish the SOV Project Library using its CPMF standard Ensemble SharePoint project repository. The SOV Project Library provides mutual access to all Project artifacts, including but not limited to Deliverables, and tracking tools for risk and issue management. During Project startup, CGI and the SOV will

mutually determine read and update access for the SOV Project Library as well as the process for transferring completed deliverables to the SOV Document Library.

- To the extent that CGI has entered into other contracts with any other States, Exchanges, or the Federal Government relating to the design, development or operation of an Exchange system, CGI, as part of the project plan will proactively identify, review, discuss and submit recommendations to the SOV regarding reuse of work from these other contracts. In determining how to reuse available design and development components and best to serve the interests of Vermont, CGI will evaluate all options from both a cost and timeline perspective in making a recommendation.
- CGI is not responsible for missed performance service levels due to unavailability of, or performance issues internal to, Federal or State interfaces. For purposes of the foregoing, “unavailability” refers to systems not under the control of CGI being unresponsive for commercially unreasonable amounts of time.
- Hardware, Software, Network, and Software license quantities are sized based on the capacity assumption of 63,000 residents in the first year of the contract, and 78,750 residents in second. This capacity number will be updated pursuant to the Statement of Work Number 1.

### **1.1.2. Work Plan Assumptions**

- The start date for the Project is the Effective Date of the MSA.
- The SOV HBE Project Manager is responsible for reviewing available options and Project issues in a timely manner (i.e., within five business days, or as mutually agreed to by the SOV HBE Project Manager and CGI Project Manager) in order to minimize delays to the Project schedule. If resolution cannot be made within the five (5) business days (or as mutually agreed to by the SOV HBE Project Manager and CGI Project Manager), the SOV HBE Project Manager will raise the issue to the Deputy Commissioner and/or Commissioner and resolve within two (2) additional days.
- The Commissioner, members of the Executive Committee, and CGI Executives will form an Advisory Board to resolve issues affecting or involving other organizations and stakeholders that the Project management team has identified and cannot resolve in a timely manner. The Advisory Board will make decisions within 2 business days from the request for resolution of an issue.
- The SOV and CGI will develop Go-Live criteria and conduct Preliminary Operational Readiness and Operational Readiness Reviews to assess the Exchange and supporting infrastructure and staff for readiness to Go Live.

### **1.1.3. Staffing Assumptions**

#### **1.1.3.1. SOV**

- The SOV is responsible for appointing a dedicated full-time SOV resource to establish and manage a project team to work on the Project and provide for timely completion of the SOV’s Project responsibilities. CGI has provided a list of roles expected to be provided by SOV (see chart above in 1.1.1).
- The Department of Vermont Health Access, in conjunction with DII and AHS-IT, is responsible for facilitating the participation of other State agencies and insurance carrier staff as required to assist in the design, development and testing of State of Vermont agency interfaces and State insurance carrier interfaces.
- CGI will incorporate SOV tasks and estimated level of effort to the project schedule, throughout the lifecycle of the project. This view of SOC responsibility will be tracked through the regular project management approach facilitated by SOV and CGI project management.

#### **1.1.3.2. CGI**

CGI has proposed the high-level org structure to be validated and refined by February 1, 2013 (See Sec 1.6).

### **CGI's Commitment to HIX Staffing**

- CGI is fully committed to the successful delivery of our Health Insurance Exchange (HIX) projects within the prescribed timeframes. As a company, our highest level of management is engaged and has direct visibility into our projects. Furthermore, we have built an infrastructure to fully support staffing across all of our projects. First, we have assigned a senior member of our HR team to be our company-wide HIX Staffing Coordinator. In this role, she is exclusively focused on staffing our HIX projects and coordinates the staffing between projects and between CGI's internal organizations (internal staffing, external recruitment) as well as selected contracted external recruitment. Within our contracted external recruitment, we have engaged two main types of firms: (1) third party recruiting firms who are focused on recruiting national talent with HIX, health and human services, and/or specialized technical skills and (2) third party recruiting firms who are focused on recruiting qualified local talent.

### **Identifying and Acquiring Staff**

- Based on the position requisitions, our staffing organization identifies potential candidates to fill each requisition through resume review and initial screening. This applies to both existing CGI resources as well as external candidates sourced from either CGI's external recruiting team or by third party contracted recruiting firms. Candidates are then presented to the CGI Project Manager to review. The CGI Project Manager selects which candidates will move on in the interview process. Our staffing organization then sets up three interviews with at least one of the three interviews being an in-person interview. Each interviewer completes an interview assessment form and provides their recommendation. Based on the feedback, the candidate is either approached with an offer or informed that they were not selected.
- Existing staff that are completing their assignments are considered first for positions within the project, depending on the skills match. This method helps to support staff continuity throughout the life of the project. It is critical to balance the skills needed during a project phase with the valuable knowledge that staff members gain by working on the project.
- Whether recruiting internal staff or external job candidates, recruiters work closely with hiring managers throughout the recruitment process to make sure they have a complete understanding of job requirements, that candidates are sourced and referred to hiring managers that possess the requisite knowledge and skills for each position, and that positions are filled in accordance with the schedule, operational needs, as well as providing compliance with State employment-related regulations.
- Our recruiting process includes the accountability, processes, and procedures to effectively and efficiently meet staffing requirements, State requirements, and federal hiring practices. It is flexible and scalable enough to meet changing requirements and operational demands quickly and efficiently.
- Factors such as specific skill sets, experience of staff at commensurate projects, outcome successes of specific staff, cultural fit, and bench strength of the organizations supplying staff are all taken into consideration when determining how and where to acquire staff. For the Exchange Project, many factors were taken into consideration including the:
  - Complexity and size of the project
  - Implementation of newer technologies
  - Types of business problems being addressed
  - Timeframe to implement
  - Proximity to project site and/or experience with virtual teaming

- **Change of Staff**

There are two primary instances when there may be a need to provide replacement or additional personnel. The first is planned staffing changes that result from periods of increased project activity—those

periods tracked and planned for in the Schedule across the SDLC. The second is when the project experiences an unplanned loss of staff, and the CGI team is required to identify their replacement. The same process for identifying and acquiring staff is followed regardless if it is a new staff position or a change of staff position.

CGI is especially focused on mitigating the impact of unplanned loss of staff since the Exchange Schedule is aggressive. First, the CGI Project Manager has the authority to escalate the priority of the staffing of any position so that our resources are focused on staffing the most critical positions first. At a corporate level, CGI maintains a bench of project consultants (both functional and technical) that can be evaluated immediately if an unplanned loss of staff occurs. From the HIX Staffing Coordinator's perspective, CGI is constantly recruiting new candidates and maintains a pipeline of external candidates particularly with HIX, health and human services and/or specialized technical expertise that can be tapped in the event of a sudden unplanned loss of staff on the Exchange Project. Lastly, the Exchange Project Team Leads are directed to cross-train team staff as a stop-gap measure should an unplanned loss of staff occurs.

- **Key Staff**

Certain roles on the project are defined as Key Staff as identified in the Organization Chart located in Section 1.6 of this Exhibit. Per the Contract, positions that are designated as Key Staff will not remain vacant for more than 30 calendar days. Key Staff positions will not be filled with employees who are assigned to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for another position. CGI will report the replacement of Key Staff to the SOV IT Manager, provide a resume for the replacement, and will be subject to the SOV's written approval (not to be unreasonably withheld).

- CGI's Project Manager will coordinate its project activities with the SOV HBE Project Manager in regards to project-related items such as issues, financial reporting, contract amendments, invoicing, status reports, etc. CGI roles and Project organization chart is attached hereto as Appendix A.

#### **1.1.4. Facilities and Access**

- The SOV is responsible for providing space and furnishings and CGI will co-locate their project teams in a joint facility. CGI is responsible for providing computer equipment needed for its staff.
- The SOV will provide badge access for CGI to identified locations for the duration of the contract as long as CGI staff meet the SOV security requirements necessary to provide a badge.
- The SOV will provide wireless, internet connectivity to CGI staff at the co-location site.

#### **1.1.5. Deliverables & Standards Assumptions**

- The SOV is responsible for reviewing Project document Deliverables in the timeframes specified in the PMP. The SOV and CGI Project Managers may mutually agree to shorten or extend the review time should it be required. Any such change to the duration will be documented in the mutually agreed Project Schedule and/or otherwise be documented in writing and agreed to by the SOV Project Manager and the CGI Project Manager.
- The review and approval of Change Orders will be performed using mutually agreed processes as defined in the MSA and Exhibit H.
- The resolution and documentation of issues will be performed using mutually agreed processes as defined in the PMP
- CGI will provide a Deliverable transmittal / notification letter with each Deliverable, including services-only Deliverables using templates defined in the PMP.
- A list of the required Deliverables to be completed by CGI are provided in the Cost Exhibit L.
- The Maximum Amount and Maximum Deliverable Costs and timeline for delivering CGI services assume the timely and appropriate participation of the State of Vermont agencies in the updated Work Plan and as stated in the PMP. In the event timely participation is not secured, the CGI Project Manager will work with the SOV Project Manager to escalate to the Deputy Commissioner or Commissioner for deliberation and

resolution. A Change Order may be executed upon mutual agreement if additional CGI resources are warranted.

### **1.1.6. Hardware and Software Assumptions**

- CGI will be implementing the Exchange in the hosting environments at the Phoenix Data Center and using the CGI Government Cloud services.
- CGI will be implementing the Disaster Recovery environments at a SunGard facility in Philadelphia. Connectivity between these data centers will be the sole responsibility (and expense) of CGI.
- Pursuant to the MSA, CGI will be establishing dedicated “private cloud” infrastructure at both the Phoenix Data Center and the Disaster Recovery environment in a non-multi-tenancy environment.
- CGI will implement required software upgrades of the OneGate solution with the approval of the SOV to support the Exchange Go Live on October 1, 2013 at no additional cost. These upgrades will be specified in the Work Plan and activities managed by the SOV Project Manager and CGI Project Manager.
- CGI will procure and establish the technical infrastructure for the Exchange within the timeframes outlined in the detailed Work Plan and consistent with the capacity assumption of 63,000 residents in the first year of the contract, and 78,750 residents in second.
- If it is mutually agreed that a third party software product is not needed to meet Exchange requirements, the software can be removed from the Exchange solution. This does not affect CGI’s obligation to meet all requirements of the Project.

## **1.2. Assumptions – Design, Development, Implementation (DDI)**

### **1.2.1. Design and Requirements Validation**

- The SOV is responsible for working with CGI to confirm to support accurate and complete functional fit analysis before the Revised Scope Date.
- CGI will lead Requirements verification sessions with the SOV, and provide updated requirements documents for review and sign-off by SOV staff.
- CGI will lead the Design sessions and use the One Gate System to facilitate a gap analysis between the existing system and what needs to be configured or developed for the SOV .
- The SOV will facilitate dedicated time from other agency functional and technical resources knowledgeable in their systems requirements to facilitate interface design.
- The current project plan projects requirements validation will be completed by 1/31/2013. To be able to create a project plan specific for Vermont, we will need to take an “initial” requirements validation step. The scope of the validation will be drive from the VT RTM. The initial step will be to review each of the requirements in the RTM to reach a common understanding of what they mean in terms of system functionality. We are assuming that some requirements will be removed and some requirements added. Once this step is complete we will have a more complete understanding of the true scope of the effort, therefore allowing us to complete an initial project plan. Based on what we know now, we believe this initial step can be completed in 5 to 7 days dependent on staff availability. The output of this work can be captured with an additional column in the matrix table. Once we have completed this initial phase, we can pursue the next phase in which we either demonstrate the requirement within the COTS products, or design it as a “gap” using use case type documentation. It is expected that this step could require 15 to 20 days to complete. This later step is further defined below:
- Requirements Design Integration
  - Demonstrate and discuss the requirement
  - After the requirement is demonstrated, we will ask for agreement that the requirement has been met or validated. If the requirement is demonstrated in a way for which we can validate that we

understand the requirement, but it is not met, the facilitator should indicate the requirement is being validated not met and we will be able to demonstrate at a later date, if needed.

- There can be 4 basic results:
  - The State agrees with no comment or action necessary (agreement is received that the requirement has been met , or validated in the case where we are demonstrating the understanding of the functionality).
  - The State agrees that we have met the requirement but there is still an action item.
  - The State agrees we have met the requirement but with comments
  - The State doesn't agree that we have met the functionality. This should always have an action item for CGI management, and possibly a comment. There should be a full description of why the State doesn't believe the requirement has been met.
- All action items and comments will be assigned a lead person and participants identified for resolution. The lead is responsible for getting the information or following up on the comment. A due date will also be assigned. The due date should be prior to the next scheduled requirements review meeting, if possible.
- CGI will implement a requirement traceability process at the start of the project and will provide SOV a current updated version on a bi-monthly basis, beginning on 2/1/2013.
- 

## **1.2.2. Development and Implementation**

### **1.2.2.1. Solution Configuration Development and Testing**

- CGI will be responsible for Unit, Integration, System, and load testing with support from the SOV in reviewing and approving test cases and test results.
- CGI will organize and support User Acceptance Testing. The SOV will provide resources to execute UAT scripts. CGI and SOV will document a plan for development of the UAT scripts in the testing plan.
- The Establishment Review Process has replaced the Exchange Lifecycle as the current CMS guidance for Exchange deliverable review.
- CGI will train SOV staff on the use and organization of CGI Ensemble SharePoint project repository. The CGI Ensemble SharePoint repository should be used to store only project management and delivery documentations; State-specific confidential data will not be stored in the CGI Ensemble SharePoint repository.
- CGI will work with the SOV to provide preliminary design review artifacts to support a "Design Consult" with CMS targeted for Q1 2013. CGI will support the SOV-CMS design reviews by providing the artifacts defined as necessary by CMS for Federal Gate reviews.
- Exchange will support browsers consistent with CMS Guidance for web-based non-employee facing user interface. Exchange will support commonly used browsers (Internet Explorer 8 and above), Firefox (current version plus the two prior versions), Chrome (current version plus the two prior versions) and Safari (5.1).
- While a broad range of devices such as smart phones, tablets, and iPads that have modern web browsers that support HTML5 will be able to access the consumer portal, the full shopping, enrollment, and self-service capabilities of the Exchange require ample screen size (e.g., tablet and above) for appropriate usability.
- Any modifications to the existing eligibility legacy system (ACCESS) that may be required as a result of the

implementation of MAGI eligibility will be accomplished outside the scope of this effort.

#### **1.2.2.2. Interfaces**

- The State and Federal Systems/Applications that integrate with the Exchange will be available during System Integration / UAT with data to test end to end scenarios.
- The SOV is responsible for facilitating CGI's access to and ensuring the availability of access to State systems and interfaces.
- CGI and the SOV will develop a list of required interfaces within the Project Plan, through the 'interface deliverables.' The SOV will provide such interfaces through inter-agency agreement with the State Agencies and secure production files for the final testing of the system interfaces.
- CGI will provide an interface to the Federal Data Services Hub. Cost for the configuration is not included in the Maximum Amount.

#### **1.2.2.3. Reporting**

- The SOV will provide trained and qualified staff for reviewing and approving the reports requirements and designs developed by CGI for the Exchange.
- CGI will provide the Data Warehouse Data Model, ETL Layer, and SOV reports creation capability. CGI will provide the required CMS reports, all reports defined in the SOW, and an additional 2,000 hours a year of support to assist the SOV in formatting and producing reports.
- The Maximum Deliverable Cost includes an extract to CMS for Risk Management Corridor Adjustment processes, but the data collection requirements and analysis remain undefined and are not included in Maximum Deliverable Cost.

#### **1.2.2.4. Policies, Procedures, and Internal Controls**

- The SOV is responsible for developing the internal control policies and executing inter-agency agreements for the Exchange.

#### **1.2.2.5. Training**

- CGI will provide a dedicated Training Manager for the Project. The SOV will designate dedicated Project leads to support Change Management and Outreach activities. The SOV Change Management and Outreach Project leads and the CGI Training Manager will coordinate activities to support the timely completion of tasks identified in the Work Plan.
- CGI will provide and deliver Train the Trainer curriculum. Training activities will occur within the State of Vermont. The SOV will provide adequate and appropriately skilled staff to serve in the role as Trainers.
- The SOV will assist in identification of roles, positions, audience groups and the training requirements for each role and position. It is assumed that learners will participate in the training events identified in the Work Plan.
- CGI shall provide and maintain the rooms and the necessary equipment and resources to accommodate, support and deliver training in a variety of methods including instructor led and computer based training, online tutorials, and podcasts.

**1.2.2.6. Financial Management**

- Financial Management requirements, as currently in the RTM, will be jointly reviewed by the SOV and CGI within the first 30 days of the project.

**1.3. Revised Scope List**

No later than February 1, 2013 (the “Revised Scope Date”), the parties will discuss the deliverables specified below on the Revised Scope List to determine which should be utilized in the performance of Statement of Work No. 1. CGI and SOV acknowledge that these items will lead to one or more Change Orders pursuant to the Change Order Procedures in the MSA.

Item	Approach	CGI Pricing Approach
<b>Schedule</b>	Collaborate with Vermont on approval of milestones and dates, including confirmation of CGI staff needed and SOV staff support required. SOV and CGI will collaborate to update the project org chart to include SOV resources to identify: <ul style="list-style-type: none"> <li>• What SOV resources are 100% full time and who is less than full-time.</li> <li>• SOV required Level of effort for key tasks must be identified in detail</li> </ul>	Staffing levels were based on Hawaii with exceptions noted elsewhere in this table. Schedule compression for VT could lead to additional costs if incremental software drops are added before or after Oct 1, 2013. Schedule compression could also lead to the need for additional staff. Final impact of this item cannot be fully established until project plan is created and agreed.
<b>Eligibility</b>	Determine cost and schedule impact of inclusion of eligibility scope supporting MAGI, QHP, Medicaid/CHIP	One Gate license cost included. No adjustments to services scope were made to support implementation of the MAGI, QHP, Medicaid/CHIP eligibility. This will increase cost.
<b>Bill of Materials</b>	Draft to be provided – will require further review	CGI included the third party software costs documented in bill of materials
<b>Maintenance &amp; Operations</b>	Determine Vermont-specific requirements	CGI included M&O support based on Hawaii model with no changes. Will need to understand VT requirements to provide a notional direction of future changes. Details will be reviewed by Feb 1, 2013.
<b>Plan Management</b>	Review solution options and determine relevant requirements	CGI did not adjust the Hawaii proposal estimates for Plan Management. Based on preliminary conversations of requirements, this is likely to require no change or could result in a reduction of effort needed.

Item	Approach	CGI Pricing Approach
<b>Financial Management</b>	Review solution options and determine relevant requirements	CGI removed effort to be provided by Healthation to configure their product. CGI left effort for creation of interfaces to a premium billing solution. CGI did not alter estimates for integration with financial management solution. We do not have enough data to indicate what direction this might go with additional analysis.
<b>Call Center</b>	Review solution options and determine relevant requirements	CGI removed staff for answering calls, but left IT services for standing up Siebel solution. We do not have enough data to indicate a likely direction after analysis.
<b>Reuse Analysis</b>	Evaluate schedule and cost implications of possible reuse/leverage from Hawaii and other CGI HIX implementations	CGI expects that there will be some opportunity for reuse that would reduce services cost and level of effort. This requires careful planning and analysis.
<b>Hosting</b>	Refine SOV hosting requirements (e.g., number of environments, network connectivity, etc.) pending analysis and evaluation of solution options	CGI refined the hosting costs to address VT RPO/RTO as well as changes related to THE REMOVAL OF THE Healthation product. Addition of one or more environments would increase cost.
<b>Test Strategy, Approach, and Plan</b>	Determine the approach, timing, tools and staffing for end-to-end testing of the solution to be delivered under the contract	Hawaii strategy was not altered in any way, so VT requirements need to be understood. No information available to indicate direction of impact on cost.
<b>Deliverable Inventory Confirmation</b>	Identify and confirm the complete, in-scope inventory, timing, and finalization of project deliverables. A preliminary deliverable inventory is provided below and should be aligned to the CGI project approach.	Used Hawaii assumptions. Vermont specific inventory needs to be agreed upon. Insufficient information to identify an impact on price.
<b>Offshore Scope</b>	Determine the scope and approach for enabling offshore delivery to SOV-CGI agreed upon scope components.	No delivery work outside of the US. Use of offshore resources could reduce cost.

Item	Approach	CGI Pricing Approach
<b>Initial Term</b>	Determine the Initial Term (as currently defined in the MSA)	Estimated cost in SOV pricing is higher due to shorter term than Hawaii assumptions and pricing. A longer term could lower pricing for SOV.
<b>Integrations</b>	Confirm the suite of technical SOV and Federal Interfaces requires of the SOV HBE solution and determine how current scope of CGI work must be adjusted to address delivery of the required suite of interfaces	Used Hawaii assumptions. Vermont specific inventory needs to be agreed upon. Insufficient information to identify an impact on price.

### 1.3.1. Deliverable List

#### Project Tracking Deliverables

Project status will be tracked and reported on an ongoing basis. Regularly scheduled status meetings between the SOV and CGI will be held to discuss project progress, issues, resolutions and next steps. The following standard reporting mechanisms will be used:

- Status reports
- Issues lists
- Risk management updates
- CGI will provide SOV a current updated version of the project schedule on a bi-monthly basis, starting on 2/1/2013.

#### Status Reporting

This deliverable must be a recurring deliverable for the entire length of the project. The deliverable must at a minimum include periodic reporting of the following activities:

#### Weekly items:

- Status of work completed against the Project Work Plan
- Objectives for the next reporting period
- Client responsibilities for the next reporting period
- Recovery plan for all work activities not tracking to the approved schedule
- Projected completion dates compared to approved baseline key dates Actual/projected Project Work Plan dates versus baseline Project Work Plan milestone dates
- One-page graphical summary of the Project Work Plan status of all major tasks and subtasks for each Phase in a Detailed Project Plan

#### Bi-weekly items:

- Escalated risks, issues (including schedule and budget), and Action items

- Disposition of logged issues and risks
- Important decisions

### **Start Up and / or Inception Deliverables**

#### **Roles and Responsibilities Plan (HR Plan)**

The roles and responsibilities for staffing the different activities, articulating what the Vendor will need to provide and what the State should provide; includes a project-wide RACI chart.

#### **Scope Management Plan**

This plan documents the project vision and goals, items that are in-scope and out-of-scope and their prioritization, dependencies between the scope items, and risks associated with the inclusion and removal of items from scope. The plan also defines the process used to modify project scope.

#### **Cost Management Plan**

The Vendor is responsible for developing a Cost Management Plan that indicates how project costs will be incurred, controlled, and reported. The plan must include the finalized cost and budget for the project. Cost-related progress report formatting will be developed and included by the Vendor, consistent with State requirements and format, and must include a tracking of costs to the project budget baseline.

#### **Schedule Management Plan**

The Schedule Management Plan developed by the Vendor must include the following:

- How the project schedule will be monitored for variances
- What types of corrective actions will be taken to address schedule variances during the life of the project
- The process, roles, and responsibilities involved in making changes to the project schedule.

#### **Communication Management Plan**

The Communication Management Plan must detail the varying levels and needs of the project's stakeholders for information regarding the project, status, accomplishments, impact on stakeholders, etc. The Communication Management Plan must define:

- The communication vehicles
- Target stakeholders
- external stakeholder communications
- Scope and frequency of the project's communications vehicles

As part of Communication Management, Issues must be logged and reported weekly and the plan must detail the escalation mechanisms for Issue resolution.

#### **Quality Management Plan**

The Vendor's Quality Management Plan must have the following elements:

- Defined quality assurance responsibilities

- Detailed definition of all deliverables by phase and associated acceptance criteria
- Defined deliverable review process
- Disciplined deliverable review process
- Regularly scheduled reviews of key project phases and milestones

### **Risk Management Plan**

Baseline Risk Assessment and ongoing updates. This plan will be used on an ongoing basis to:

- Update the Risk Assessment Log
- Anticipate and identify risks
- Identify the severity and quantify the potential impact of each identified risk
- Quantify the probability of each identified risk
- Define triggers for risks in risk register
- Support the development of risk mitigation plans for each identified risk
- Provide guidance for assessing the efficacy of risk mitigation actions
- Describe work products and processes for assessing and controlling risks
- Detail the escalation mechanisms for risks

### **Change Management Plan**

The plan describes how the Change Control Board (CCB) will manage the process for review, acceptance and rejection of change requests.

In the Change Management Plan, change requests will be:

- Drafted by the Project Team
- Reviewed and edited by the Project Director
- Approved or Rejected with direction from the SOV Project Management Team and the SOV Executive Committee, as necessary
- Implemented by the Project Team, as necessary

The Vendor must perform updates to the project schedule and cost estimates when change requests are approved

### **Work Breakdown Structure**

The Vendor must prepare and submit a Work Breakdown Structure (WBS) as a preliminary step in the preparation of a project work plan and schedule that encompasses all activities from Project Initiation to Project Closure. The WBS must define the project's overall objectives by describing the project tasks and deliverables. The WBS must include:

- A consolidated view of the activities, activity descriptions, and activity durations
- Resources assigned to each activity
- A list of deliverables tied to project milestones
- A way to track the project schedule against the planned schedule

- Deliverable approval periods

### **Final Work Plan and Schedule**

The Vendor must deliver a master work plan including Gantt charts and a project calendar in Microsoft Project. The master work plan must reflect any changes from the plan submitted with the Vendor's original proposal that were discussed and agreed to during the project initiation meeting.

The work plan must be maintained throughout the life of the project and will be updated as necessary (weekly at a minimum) to reflect the accurate status of the project

### **Performance Management Plan**

The Vendor must help identify target performance areas and proposed methods of measurement; establish the baseline metrics for the agreed upon goal areas; define Design Development and Implementation and production performance measures and assist the state in determining the level of achievement of the performance goals.

### **Requirements Analysis, Validation and Development Plan**

This document must detail the Vendor's approach to the method of capturing and maintaining requirements traceability throughout the development process. This plan must detail the methods, tools, and technologies used to capture, catalog, and manage System requirements and building upon and maintaining use cases and functional and non-functional requirements.

### **Elaboration Deliverables**

#### **System Design Plan**

This document must detail the Vendor's approach to System design. This plan must ensure that the System conforms to defined standards for System design and Systems architecture. This plan must also ensure that Enterprise Architecture (EA) requirements within the State are taken into consideration during the System design. This plan must ensure the completeness and level of detail in design specifications.

#### **System Development Plan**

This document must detail the Vendor's approach to System development. The Plan must ensure that necessary tools and technologies are in place for development. It must also ensure that the technical interpretation of requirements is being appropriately managed such that System functionality does not deviate from expectations. Subjects that must be covered include:

- Development methodology selected
- The system development process
- Software development standards
- The methods for maintaining requirements traceability of system requirements from the original baseline functional and Non-functional requirements document throughout the development process
- The development change control and configuration management processes

The Vendor is required to utilize industry standard automated configuration management and version control tools. The Vendor is required to propose these tools as part of their response.

## Testing Plan

This deliverable includes a set of documents for each type of testing. The documents must include the following components and be approved by the state:

- Integration of current DVHA processes and standards
- Software testing strategy, methodology processes, standards and guidelines for all software testing, including conversion testing activities
- Specification of entrance and exit criteria for each of the test events
- Templates and standards for all testing artifacts and deliverables
- Definition of testing metrics and how the metrics are recorded and reported (e.g., number of open test defects by severity)
- Description of the approach for regression testing based on an analysis of which parts of the System may be affected by proposed and designed changes to the System and other supporting technologies
- Standards for establishing traceability from requirements to test cases

These document sets must be compiled for each of the following types of testing:

- Subsystem Integration
- System Qualification
- Regression
- Readiness Certification
- User Acceptance
- Formal Acceptance

## Implementation and Deployment Plans

The Implementation and Deployment Plans must include the following components:

- A detailed explanation of the Vendor's implementation methodology
- An explanation of how operations will transfer from the legacy system to the new System
- An up-to-date detailed implementation schedule

## Requirements Methodology and Template

The Vendor must provide a clear and concise layout of how detailed requirements will be gathered (including sections for functional, technical, security, performance, operational, etc.). The requirements template must be robust enough to store and track functional, technical and other operational and performance requirements.

## Cross-walk and Validation of Functional Requirements

A cross-walk of the functional requirements against the BRD documents, Functional and Non-functional requirements, CMS Blueprint to validate and identify any possible gaps in the requirements.

Document findings, risks and next steps.

### **Detailed Functional and Non-Functional Requirements Traceability Matrices**

Detailed functional and Non-functional requirements traceability matrices. Definition of the services for the target SOA architecture

### **SOA Handbook**

SOA handbook for the solution that details the approach and results of gathering and developing requirements for the SOA environment, including but not limited to:

- Identify the services required to support key scenarios
- Identify the services that are common across scenarios
- Establish the right level of granularity for services
- Collect requirements for the services that will support external and internal partners
- Prioritize services and application integration based on impact to customers, suppliers, and partners
- Describe how the development and deployment of services will comply with and take advantage of the SOA governance established for the HSE Platform
- Define metrics that tell how well the needs of each community are being satisfied

### **SOA Functional Requirements**

Functional requirements for the new System in a SOA compliant architecture. Within the requirements document, applications will need to be redefined as sets of business objects and related services, and also provide the constraints under which the Systems and applications must operate.

### **SOA Non-Functional Requirements**

Non-functional requirements for implementing an SOA compliant architecture. This document must detail the operational, security, integration and performance requirements and incorporate the industry best practices and standards.

System design includes application design, interface design, and conversion design. Detailed and logical application design documents must direct the application development efforts.

### **System Architecture**

The SOA model-driven architecture framework being used across all the domains (e.g., services, trust and security, infrastructure, etc.) that enable the development of service-oriented models to facilitate the interaction and communication of technologies. This document must provide details around the set of technologies that support operations, incorporating the industry best practices and standards. This document must detail the disciplines of design patterns, information architecture and technology infrastructure and describe the conceptual, logical and physical architectures for the targeted baseline System. The architecture document must include the SOA principles around SOA layers definition, the service providers/consumer definition and the service broker definition.

### **SOA Models**

Services portfolio which identifies, defines a service hierarchy, and classifies the services based on this hierarchy. SOA modeling must include:

- Identifying the Services Portfolio Management requirements, which must include the requirements for how often services should be reviewed, how often they should be updated, and how they should be published
- Identifying the Quality of Service requirements for each service, which will involve defining scalability, availability, and response time (latency) of services in order to ensure that they are within the promised range
- Identifying interface requirements, which will involve both internal and external Partners and ensuring that the new System is sufficiently scalable and flexible to support the number of interfaces that will be required. Interface requirements must also include defining what communications should be asynchronous, and what communications should be synchronous
- Identifying security requirements, which may include encryption, authentication, data protection, and constraints on performing certain operations
- Identifying performance requirements, which may include the expected response time for application tasks, failover support for applications, and hours of availability
- Identifying operational requirements, which may include server needs, scalability requirements, hosting requirements, monitoring, load balancing, failover, fault recovery, accounting and metering

### **SOA Transition Plan**

The SOA Transition Plan articulates the detailed steps involved in leveraging any existing components in a SOA framework. The SOA Transition Plan includes both the tactical and strategic recommendations for migration to a SOA. This document identifies the current state and best practices within the organization, identify the major gaps or concerns and provide recommendations and a detailed SOA road map that considers the unique goals and challenges of the Project. The document must include:

- Defining sequential steps and dependencies when transitioning to an SOA compliant design. This must include sequential steps and dependencies when transitioning and enhancing any existing components to the target design
- Defining systems, data stores and interfaces that will be impacted by the redesigned architecture
- Defining resource requirements for the implementation, including Vendor and State personnel, hardware and software and other resources
- Defining all steps required for integration (organized temporally) and dependencies between steps
- Addressing major risks in the transition and suggesting mitigation strategies that minimize time, efforts, and costs to accomplish the integration

### **Functional Design Document**

The Functional Design Document (FDD), or its equivalent, describes how the proposed System will enable the functional and non-functional requirements of the System. The Functional Design Document artifact must include the following components:

- Details on which components will be leveraged from existing systems and which components will be newly developed
- Business rules
- Reporting capabilities and prebuilt reports
- User profiles and security role permissions
- System functionality traceable back to the functional requirements traceability matrix

- System overview diagrams
- Domain model
- Process flows
- Use Cases

### **Technical Design Document**

The Technical Design Document (TDD) reflects the final requirements for System configuration and operation.

The Technical Design Document must include the following components:

- Detailed description of System architecture
- Entity Relationship Diagrams
- Data Flow Diagrams
- Data Dictionary
- Processing controls
- Processes to manage System installation and configuration
- Data backup procedures
- Security controls
- Availability and resilience controls such as load balancing, failover capabilities, and fault tolerance

The Technical Design Document must include, at a minimum, the interface definitions and design (e.g., including XML/SOAP specifications for file formats), the new System design based on reviewing existing class diagrams, sequence diagrams, updated object models that represent the internal workings and designs of the containing subsystems that will expose the services, and the component specification (details of the component that will implement the service) and service assignment to each layer defined in the System architecture.

The final TDD will, together with the approved FDD, constitute the complete System definition for the new System. The FDD and the TDD together will constitute the agreement between the state and the Vendor regarding the functionality and operation of the new System. The two documents will be the documentation used by the Vendor during System development and use cases, and will be the basis for the development of the User Acceptance Test (UAT).

### **Solution Implementation Design**

The Solution Implementation Plan, or its equivalent, reflects the final requirements for system implementation. The plan at a minimum should cover the following components:

- Description of implementation
- Points-of-contact
- Major tasks
- Implementation schedule
- Security and privacy
- Implementation support
- Hardware, software, facilities and materials

- Documentation
- Personnel and staffing requirements
- Training of implementation staff
- Outstanding issues
- Implementation impact
- Performance monitoring
- Configuration management interface
- Risks and contingencies
- Implementation verification and validation
- Acceptance criteria

### **Construction Deliverables**

#### **Security Plan**

The Security Plan includes details of how security will be controlled during the implementation of the new System. The Security Plan, at a minimum, must describe the following items related to the System:

- Security policies
- Logical security controls (privacy, user access and authentication, user permissions, etc.)
- Technical security controls and security architecture (communications, hardware, data, physical access, software, operating system, encryption, etc.)
- Security processes (security assessments, risk assessments, incident response, etc.)
- The technical approach to satisfy the following:
  - MARS-e and IRS Safeguards
  - Network segmentation
  - Perimeter security
  - Application security and data sensitivity classification
  - PHI and PII data elements
  - Intrusion management
  - Monitoring and reporting
  - Host hardening
  - Remote access
  - Encryption
  - State-wide active directory services for authentication
  - Interface security
  - Security test procedures
  - Managing network security devices

- Security patch management
- Detailed diagrams depicting all security-related devices and subsystems and their relationships with other systems for which they provide controls
- Secure communications over the Internet

### **Disaster Recovery / Business Continuity Plan**

The Disaster Recovery/Business Continuity Plan must describe how the State can provide information to their customers in the event of a disaster. At a minimum, the plan must include the following:

- Backup and recovery procedures as well as disconnected operational capability to ensure that the system can continue to operate in the event of an unexpected destruction of hardware, software, or communications through System failure, disruption of connectivity or natural disasters
- Arrangements for backup hardware or processing sites; off-site data storage; schedule for creation of backup media; and detailed recovery procedures for all anticipated types of disasters
- A description of each anticipated type of disaster
- Escalation plans that specify the necessary points of contact and decision-making authority at the State offices and local provider levels.

The Disaster Recovery/Business Continuity Plan must be developed and validated to comply with the business needs, the State's standards and industry best practices. As part of the Disaster Recovery/Business Continuity Plan:

- Roll-back plans must be developed and validated for use in case of System failure during turn over to production
- Plans must be put in place for the stand-by of key support resources during turn-over to production activities
- Potential go-live System failures and action points need to be identified and mitigation plans and actions have to be developed and validated
- Key project resources have to be trained in recovery procedures

### **Infrastructure Services Plan**

The Infrastructure Services Plan addresses, at a minimum the design and implementation of the following infrastructure items related to the System:

- Remote Access Infrastructure
- Patch and Remote Security Management Infrastructure
- Service Desk Enhancements
- Code Migration Infrastructure
- Software Configuration Management Infrastructure
- Change and Release Management
- Data Retention and Archiving Infrastructure
- Performance Reporting Infrastructure

### **System Development Deliverables**

Phased and staged delivery of functionality and as listed in the Deployment Approach and distributed through

different Construction iterations.

Documentation to support the transfer of knowledge to the state.

A formal process will be used to develop, deliver, review, and provide feedback on developed functionality and documentation

Adherence to the prescribed change methodology process; and utilization of all the prescribed change control standards, criteria and process in the development, test and delivery of the new System and all work products

Utilization of established secure coding tools and methods, and application development and testing tools that have been identified during the earlier steps

Scheduled periodic reviews to measure overall progress, status and work products.

Complete updates to all documentation (development, training, security, design, requirements, etc.) to reflect any changes that have occurred during the development process.

### **Test Deliverables**

The new System must undergo a series of Component (Unit), System, User Acceptance Tests (UAT), and Final Acceptance Test (FAT) prior to deployment per Phase. This includes testing new functionality, as well as regression testing of already accepted functionality to ensure that changes to software have not adversely affected existing code. Each phase of testing will follow a thorough Test Plan, including test cases, scripts, data sheets, and expected results. The tests that are developed will be repeatable and must be directly traceable to the requirements.

### **System Testing Test Results**

The Vendor must provide the documentation of the various test results from each type of the system test including, at a minimum:

- Unit/Module Tests
- Subsystem Integration Tests
- System Qualification Tests
- Regression Tests
- System Testing Periodic Reviews

### **System Readiness Certification for UAT**

A System readiness certification document with accompanying test results to the state based on the tasks as described in System readiness assessment and that the following criteria have been met by the System:

- System meets all functional requirements
- System meets all non-functional requirements
- System has passed the System Qualification Test with no known major errors
- Successful execution of the test scripts(s) for the current test phase.
- No open critical, major, or average severity defects unless the issue is determined to be low impact and low risk

- Stability of all modules and components in the test environment.

This readiness certification will be the statement that the System has passed all internal testing and is now ready for UAT.

### **Site Readiness Reports**

Site assessment reports based on the results of the site assessments addressing all relevant remote sites in the State.

Technical memorandum identifying any areas of concern related to the implementation of the new System at a particular site. This report will also explain the cause of the issue at that particular site and make recommendations on how each issue will be remedied before the rollout of the new System.

### **UAT Report**

A report documenting all the test results including any errors and resolutions identified as a part of the UAT test

The UAT report must summarize the UAT results and whether the UAT objectives were met. At a minimum, it must cover:

- Achievement of UAT objectives
- Test execution results by test cycle
- Test execution statistics and trends
- A plan to address any UAT test issues still unresolved

### **FAT Report**

Final Acceptance Test report documenting all the test results including any errors and resolutions identified as a part of the FAT test

The FAT report summarizes the FAT results and whether the FAT objectives were met. At a minimum, it covers:

- Achievement of UAT objectives
- Test execution results by test cycle
- Test execution statistics and trends
- A plan to address any UAT test issues still unresolved

### **Transition Deliverables**

#### **System Operations Documentation**

System Operations Documentation that describes all required Systems operational activities and provides guidance on System maintenance and enhancement practices, tools, and approaches. Additional documentation, such as Custom off the Shelf (COTS) software user manuals if applicable.

The System Operations Documentation encompasses System functionality from a remote user's perspective, a State business user's perspective, and from an information technology and System operations perspective.

These manuals must include the following types of information:

- A description of how to use the System based on user roles and responsibilities
- A list of prebuilt reports and their descriptions
- A description of all screens and how they are interrelated
- A description of all help and navigation functions and how to use them
- A complete list of error messages, their descriptions, and how to resolve the errors
- A list of all included System documentation and its use
- How to troubleshoot common System problems
- A description of the key data tables, elements, and their contents
- How to perform System maintenance functions like data backup and recovery, run batch processes (if applicable), perform data cleanup, and administer user accounts and permissions
- How to troubleshoot common System problems
- A listing of all logs and how to interpret them
- Key System capacity management considerations
- Key security management functionality
- Contact information for receiving support
- Where to find disaster recovery and business continuity information related to the System
- A listing of System interfaces and how to troubleshoot communications problems
- File descriptions
- System and System environment configuration baseline

### **Data Conversion and Synchronization Plan**

The Data Conversion and Synchronization Plan provides a field-by-field mapping (including how the values will be converted) from any relevant legacy Systems (e.g. identification data from Access and VITL) to the new System, including the following:

- Any assumptions or proposed calculations involved in the conversion
- Default values for required fields that do not exist in the legacy System(s) or a method to allow for missing data until all participants are on the new System
- Methods for handling anomalies in the data between the Systems (data elements with incompatible length and/or type between the Systems, or data elements with stricter edit requirements in the new System that fail those edits in the old)
- How data elements that have been assigned default values by the automated conversion procedures will be populated with actual data once automated conversion is complete for a site

The Plan details any data “clean up” procedures in the individual Local Agencies that will improve the conversion effort.

### **Training Plan**

The Training Plan describes the types of training and the audience for each, provides a description of training

materials, provide a description of training methodology, include a detailed list of topics to be covered for each type of training, and describe the methodology for evaluation of training effectiveness.

The plan provides an overview of tools and materials to be employed in the training including workbooks, handouts, evaluative materials, and a training System if employed. The types of training will include, at a minimum, remote user, State office user, Enterprise System Administrator, and “train-the-trainer” training.

### **Training Materials**

The training materials will include items used to conduct the training sessions for the System which will ensure that training objectives are met. These materials can include presentations, demonstrations, activities, handouts and other required documentation. These materials must also include training plans, evaluation materials, and training maintenance and support plans. An electronic copy of all training materials must be provided.

Training materials will be required for each of the training types described in the training plan. Training Materials should be incorporated into the system as online help files accessible to users online. Each individual trainee should receive a copy of the training materials

### **Infrastructure Services Deployment Report**

The infrastructure Services Deployment deliverable, at a minimum, must address the implementation of the following infrastructure services related to the System:

- Remote Access Infrastructure
- Patch and Remote Security Management Infrastructure
- Service Desk Enhancements
- Code Migration Infrastructure
- Software Configuration Management Infrastructure
- Change and Release Management
- Data Retention and Archiving Infrastructure
- Performance Reporting Infrastructure

### **System Maintenance, Support and System Transition Plan**

A written plan for the transition of system maintenance and operation to the state, including notification of any procedural, staffing, or resources requirements.

### **System Incident Reports — Warranty**

All incidents and defects that occur during the Warranty period that are part of the System scope (and under Warranty agreement) must be documented and communicated within a reasonable, agreed upon time frame, on a regular basis. The incident report must contain the severity of the incident, a description of the incident, incident resolution status, and the proposed course of action for remedying all open incidents.

### **Corrective Maintenance Reports**

All corrective maintenance requests that are part of the System scope that occur during the Warranty period must be documented and communicated within a reasonable, agreed upon time frame, on a regular basis. The maintenance

report must contain the description of the maintenance request, resolution status, and the proposed course of action for remedying all open maintenance requests.

### **System Source Code and Documentation**

Review with the state and identify any documentation that must be updated as a result of changes during the warranty period. Update the documentation and provide it for review and final acceptance.

The following documents are some of the critical documents that must be updated and provided at the completion of the project:

- System Operations Documentation
- Functional Design Document
- Technical Design Document
- SOA Handbook
- SOA models
- System architecture
- Training materials
- Security Plan
- Disaster Recovery Plan
- Infrastructure Services Plan and Report
- Data Conversion and Synchronization Source Code and Documentation

Provide a complete set of documented source code for the System. As part of the transfer of source code, conduct a high-level workshop with state technical personnel explaining the structure of the source code and how to navigate and find key aspects of the System functionality within the code.

### **Production Support Deliverables**

#### **Tier 2 Help Desk Plan – M&O**

Tier 2 Help Desk Plan that indicates how support will be provided and how escalated incidents are resolved.

The plan includes a proposed organizational structure, service level commitments related to the resolution of logged incidents (based on issue priority or severity), and metric reporting for monitoring the system and Help Desk performance. The Help Desk shall use an ITIL v3 compliant COTS IT Service Desk solution and shall electronically interface with the Vendor's defect and quality management tools.

#### **System Incident Reports — M&O**

All incidents that occur during the Base and Optional Extension M&O periods will be documented and communicated within a reasonable, agreed upon timeframe, on a regular basis. The incident report will contain the severity of the incident, a description of the incident, incident resolution status, and the proposed course of action for remedying all open incidents.

### **Adaptive Maintenance Reports**

All adaptive maintenance requests that occur during the M&O period will be documented and communicated within a reasonable, agreed upon timeframe, on a regular basis. The maintenance report will contain the description of the maintenance request, resolution status, and the proposed course of action for remedying all open maintenance requests.

### **System Enhancements Reports**

All system enhancement requests (changes requiring 200 or more hours of effort) that occur during the M&O period will be documented and communicated within a reasonable, agreed upon timeframe, on a regular basis. The enhancement report will contain the description of the enhancement request, progress, and the test results and outcome of each request.

### **Closure Deliverables**

#### **Updated System Source Code and Documentation — Phase Completion and Project Closeout**

At the completion of the Warranty or M&O period(s), conduct a review with the state and identify any documentation that must be updated as a result of changes during the Warranty or M&O Period(s). Updated documentation provided to the state for review and final acceptance.

## **1.4. SOV Quality Assurance (QA) / Independent Verification and Validation (IV&V) Vendor Support**

Quality Assurance (QA) is a review process performed by an organization that is technically, managerially, and financially independent of the Vendor organization. AHS understands the importance and strongly endorses the use of QA to ensure a successful System. AHS will contract for QA services to support the success of the Project. QA and project oversight activities related to the project will be performed by the Quality Assurance provider that has been selected by AHS.

QA Verification uses iterative processes throughout the SDLC to determine whether the plans, methods and products delivered fulfill the requirements placed on them by previous iterations, phases and steps and are internally complete, consistent, and sufficiently correct to adequately support the next iteration, phase and step.

QA Validation is the process of examining and exercising the complete application (software, hardware, procedures, and documentation) to determine whether all stakeholders' requirements have been met. QA Validation begins at the beginning of the SDLC phase and deliverable to ensure that the plan and approach will move in a direction to eventually satisfy stakeholder needs. QA Validation also occurs at the end of the SDLC phase and deliverable to ensure the deliverable truly meets the latest requirements of the stakeholders (regardless of how many times these requirements may have changed during the project)

The State has selected Gartner Consulting as the QA/IV&V Vendor. The QA/IV&V Vendor will work in partnership with the State and the Project Director and perform the following functions:

- Review project planning deliverables to ensure they are sufficient and meet applicable project standards
- Review ongoing project processes, methods and activities

Provide technical review and verification of key project milestones and deliverables

Provide independent review of project deliverables against requirements

Anticipate and identify project risks and monitor the project risk management process

Offer suggestions for problem and issue resolution

Develop Independent Project Oversight Reports and delivers them to the Executive  
Committee and Project Management team

Provide monthly review and recommendations to the Executive Committee regarding project status  
and risk anticipation, prevention and mitigation

Provide periodic review and recommendations to the Project Director regarding project status and  
risk anticipation, prevention and mitigation

## 1.5. State of Vermont Health Services Enterprise Program Office of IT Projects Structure

### State of Vermont Health Services Enterprise Program Office of IT Projects

#### AHS and Department of Information and Innovation Project Roles and Responsibilities

Role	Function
<b>Project Sponsor</b>	<p>The Project Sponsor assumes project ownership and performs the following functions:</p> <p>Assumes project ownership, and is the highest possible level of project review and provides policy leadership and oversight as needed. Reviews and resolves policy, fiscal, and resource allocation issues that cannot be resolved at lower levels.</p> <p>Ultimately accountable for securing spending authority and resources. Acts as a vocal and visible champion, legitimizing goals and objectives.</p>
<b>Executive Committee</b>	<p>The Executive Committee will be comprised of senior management personnel and representation from the Project facilitated by an appointed chair person who will be part of the committee, and the committee will convene regularly to provide direction or support required to the project and to support the Project Director.</p>
<b>Project Director</b>	<p>The Project Director is responsible for the overall success of the project through planning, directing, and overseeing the activities of the Project resources.</p>
<b>Project Team</b>	<p>The Project Team will be comprised of the various SMEs from both the business and technical spheres and end users from the State, and Local Agencies, as well as QA team members. This team will assist in various day-to-day activities and/or key milestones of the project.</p>

Role	Function
<b>Project Manager</b>	<p>The Project Manager will be responsible for gathering and distributing information on project status, risks, issues and quality assurance reporting. This role will be filled by a person with in- depth knowledge of State and Industry PM methodologies and will report to the Project Director. The Project Manager will have the responsibility of formally accepting vendor project deliverables, unless this responsibility is delegated to another party.</p> <p>The Project Manager will be responsible from a State perspective for ensuring scope, schedule, budget, and minimal required documentation deliverables are completed.</p>
<b>Business Leads</b>	<p>The Business Leads will work with their respective SMEs of the business units to understand their System and process requirements and articulate the requirements to the Vendor, Integration Managers, QA Lead and the Technical Leads. The person in this role ensures that the proposed solution aligns with the business requirements of the organization. He or she will have the ability to manage the expectations of the business units with a clear understanding of the Project Sponsor’s project objectives. This role will be filled by an FTE with in-depth knowledge about the business side of Eligibility and will report to the respective Integration Manager.</p>
<b>Technical Leads</b>	<p>The Technical Leads are responsible for the successful implementation and execution of the proposed solution. Responsibility includes managing the technical resources assigned to support the project. He or she will be responsible for all technical aspects of the project and working with enterprise architects.</p>
<b>State CIO (Department of Information and Innovation)</b>	<p>The Department of Information and Innovation was created in 2003 to provide direction and oversight for all activities directly related to information technology within state government, including telecommunications services, information technology equipment, software, accessibility, and networks in state government. The CIO and Commissioner of DII have broad authority to meet the goals of the department as established by statute and policy. The CIO has approval authority for all IT activities in excess of \$100k</p>
<b>Enterprise Project Management Office</b>	<p>The EPMO provides statutory oversight of IT projects within the State, develops and maintains project management artifacts, implements standards for IT project selection, ensures benefit realization of IT projects and manages the State IT project portfolio. It will provide oversight and guidance for the</p>

Role	Function
	the State Project Manager, project management team and Vendor Project Managers.
<b>QA Leads</b>	Quality Assurance (QA) Lead is responsible for ensuring that all System components are error-free and meet Project’s expected level of Quality. Responsibility includes defining and managing the QA process throughout the SDLC (System, Integration, UAT, Formal Acceptance Testing (FAT) and Pilot Testing) and managing various QA resources at each phase of Testing.
<b>Business SMEs</b>	Business SMEs from all involved business units will be asked to participate in the requirements definition process, data cleansing, QA and testing and training efforts. Business SMEs will be utilized on an as-needed basis and at key milestones of the project.
<b>Technical SMEs</b>	Technical SMEs from all involved IT units will be asked to participate in the non-functional requirements, design, and data conversion, QA and testing and training efforts. Technical SMEs will be utilized on an as needed basis and at key milestones of the project.

**Health Services Enterprise (HSE) Program Management Office Structure and Responsibilities**

The following Figure describes the current structure of the HSE Program Management Office within AHS. Due to the interlocking functionality of the projects, each project team will be highly informed of the activities happening within the other projects within the PMO. The Vendor will be expected to support Program-level and inter-project communications between project teams to ensure proper transfer of knowledge between them.

**HSE Program Management Office**



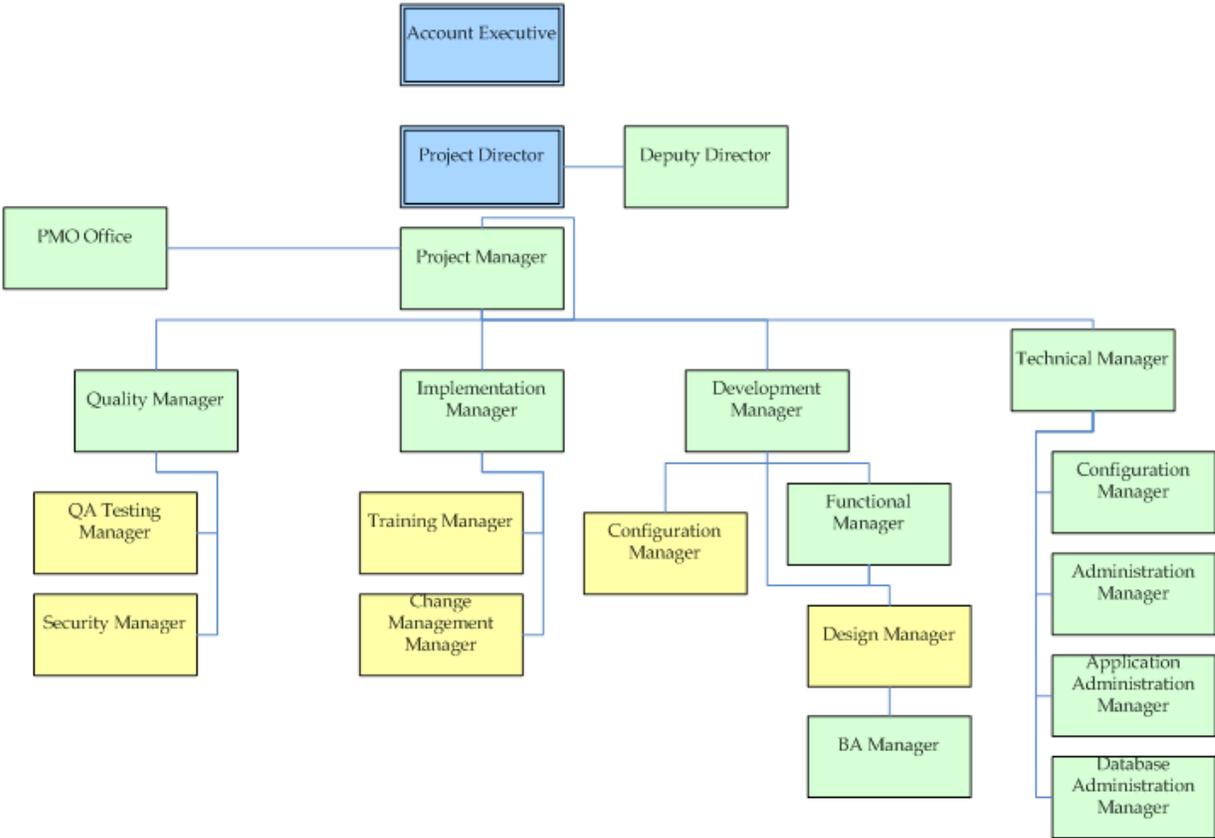
### State of Vermont Program Management Office Roles and Responsibilities

The following table provides the anticipated roles in the Project organization:

Entity	Core Focus
<b>Executive Committee</b>	<ul style="list-style-type: none"> <li>• Set Program Mission and Goals</li> <li>• Establish Priorities and Non-Negotiable (Mandates)</li> <li>• Review, Comment and Approve Operations Steering Committee</li> </ul>
<b>Operations Steering Committee</b>	<ul style="list-style-type: none"> <li>• Ensure clarity of business imperatives and alignment of project plans with Executive Committee mandates and statutory authority</li> <li>• Provide oversight of Core Projects' resource and vendor allocation plans</li> <li>• Review and respond to project risk and risk mitigation strategies that may be escalated to the Committee</li> </ul>
<b>Program Director</b>	<ul style="list-style-type: none"> <li>• Responsible for comprehensive project/program planning and coordination of project delivery with projects' Project Managers</li> <li>• Establish Project Charters, Integrated Program Plans and Roadmap</li> <li>• Ensure coordination effectiveness of the Core Projects with associated business process changes</li> <li>• Accountable and responsible for fulfilling mandates and achieving key HSE PMO milestones and objectives</li> <li>• Identify and Mitigates HSE PMO Risks</li> <li>• Support resource management by assigning and aligning project managers and team members to the Core Projects</li> <li>• Provide and fosters open and active communications with all stakeholders</li> </ul>
<b>Program Manager</b>	<ul style="list-style-type: none"> <li>• Accountable and responsible for individual Core Project planning, implementation and risk identification/mitigation</li> <li>• Support development of Project Charters, Integrated Program Plans and Roadmap in coordination with Program Director</li> <li>• Responsible for cross project coordination with other Core Projects and associated business process changes</li> <li>• Accountable for accomplishing the stated project objectives and management of vendors assigned to the individual projects</li> </ul>
<b>Project Manager</b>	<ul style="list-style-type: none"> <li>• Accountable and responsible for individual Core Project planning, implementation and risk identification/mitigation</li> <li>• Responsible for cross project coordination with other Core Projects and with related BPR Projects</li> <li>• Accountable for accomplishing the stated project objectives and management of vendors assigned to the individual projects</li> </ul>
<b>Business Lead</b>	<ul style="list-style-type: none"> <li>• Ensure active involvement of Business SMEs in Core Project</li> <li>• Lead coordination efforts between Core Project and related BPR efforts</li> </ul>
<b>Technical Lead</b>	<ul style="list-style-type: none"> <li>• Ensure active involvement of Technical SMEs in Core Project</li> <li>• Ensure technical standards and Vermont policy is followed through projects</li> <li>• Coordinate technical efforts with Program and State technical leadership</li> </ul>
<b>Subject Matter Experts (SMEs)</b>	<ul style="list-style-type: none"> <li>• Responsible for input within their areas of expertise</li> <li>• Contribute to deliverables</li> </ul>

1.6. CGI Organizational Chart

SOV HBE Organization Chart  
Draft as of 12/8/12



Full Time (100%) from Project Start

Full Time (100%), Project Phases

Less than FT

## **Exhibit F**

### Security Policies

1. CMS Catalog of Minimum Security Controls for States Supplement, as finalized and amended by CMS from time to time
2. State of Vermont Security Policies and the Agency of Human Services Security Policies. These policies are available upon request.
3. Recommended Security Controls for Federal Information Systems, NIST Special Publication 800-53, to the extent not in conflict with 1 and 2 above.
4. IRS Safeguards Program – Publication 1075, FIPS 140-2 and IRS Security Bulletin 1075
5. HIPAA Security and Privacy Rules as amended by HITECH and as amended from time to time.
6. Any other information technology security policies implemented and/or adopted by SOV, as amended from time to time. These policies are available upon request.
7. Prior to placement of Supplier Personnel on the project, SOV will provide the appropriate level of HIPAA compliance training to Supplier Personnel as deemed necessary by SOV.
8. Security measures requested by DVHA necessary to provide space to the Supplier or access to any SOV Facilities as provided for in Exhibit E or in the MSA.

## **Exhibit F-1**

### **Background Checks**

Supplier shall perform the following background checks as required by the parties' Master Services Agreement:

- (a) Social Security verification – uses credit bureau header records or a similar type of database, to develop AKA's, residential history, and likelihood of SSN belonging to candidate;
- (b) seven year criminal history (felony, misdemeanor), based on residence, education and employment addresses – reviews criminal history based on all names provided and developed, all jurisdictions provided and developed; county and federal levels;
- (c) National Criminal Locator (NCRL) – reviews criminal history based on review of jurisdictions in which the candidate may have a criminal record; and
- (d) Global Watch Alert (GWA) - a check of numerous government watch lists that include individuals, organizations, and companies that have been placed on watch status by the United States Government, European Union, United Nations Security Council, World Bank or foreign governments.

No Supplier Personnel shall be placed on the project with SOV until any required investigation is complete; provided, however, that background checks on Supplier Personnel that otherwise comply with this Exhibit F-1 and were conducted no more than twelve (12) months prior to placement with SOV shall be considered complete.

No Supplier Personnel will be placed on the project when a felony conviction is present or a misdemeanor conviction that involves a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes, or a crime involving illegal drugs and/or controlled substances.

## Exhibit G

### Insurance Regulations and Flowthroughs

1. Patient Protection & Affordable Care Act, as amended by the Health Care and Education Reconciliation Act of 2010
2. Regulations regarding State Exchanges, Insurance Market Reforms: 45 CFR 147, 154, 155, 156, 157, and 800; 26 CFR Part 1 (APTC/CSR); and, where applicable, Medicaid rules, 42 CFR Parts 431, 435, and 457.
3. Vermont Statutes, 33 VSA Chapter 18, subchapter 1, and Rules regarding Health Insurance Exchanges
4. Vermont Insurance Statutes, 8 VSA Chapter 107 and relevant Department of Financial Regulation Insurance Rules
5. Health Insurance Portability and Accountability Act (HIPAA) and relevant CMS Regulations regarding HIPAA and Information Technology
6. IRS Safeguards Program – Publication 1075 and FIPS 140-2; IRS Security Bulletin 1075
7. OMB Circular A-110 and 87
8. Federal Grant requirements
  - a. Requirements as set forth in the Cooperative Agreement for Grant No HBEIE120130-01-00
  - b. HHS Grants Policy Statement found at <http://www.hhs.gov/grantsnet/adminis/gpd/index.htm>
  - c. 45 CFR 74.4-74.48
  - d. 45 CFR 92.36
  - e. Federal Funding Accountability and Transparency Act of 2006
  - f. Enhanced Medicaid Funding requirements
9. Any subsequently enacted relevant laws or regulations

## **Exhibit H**

### **Change Control Procedures**

#### **1. Change Control Procedures**

**1.1** The SOV and Supplier acknowledge and agree that performance of Services may require the continued and dynamic setting of priorities based on, among other things, changing volumes, transactions, products, operations, business processes and services, the marketplace, legal and regulatory requirements or any other changes necessary to satisfy SOV's on-going requirements, as well as the dynamic changes that are anticipated to occur in the Insurance Industry Regulations. The SOV and Supplier shall use the following Change Control Procedures to implement any and all changes to the Services set forth in a Statement of Work.

**1.2** From time-to-time during the Statement of Work Term, SOV may request changes to the Services, without limitation, to respond to changing industry requirements or requests from changes of SOV's Clientele, improve the efficiency of or enhance existing Services, reduce SOV's cost for Services under the Statement of Work, take advantage of technological, operational or economic opportunities that arise during the Statement of Work Term or otherwise. SOV's request for changes may be initiated by recommendations, suggestions or proposals from Supplier, third parties, including Affiliates, subcontractors, agents and representatives of Supplier or initiated by SOV, or SOV Clientele. Supplier acknowledges and specifically agrees that, consistent with the provisions of Section 4.2 of the MSA [Changes to Statements of Work], unless specified to the contrary on a Statement of Work (and then only within the specific parameters and under the conditions specified therein) under absolutely no circumstances shall Supplier modify, alter, eliminate, diminish or otherwise change any technology, operations, processes, methodologies or other means by or through which the Services are provided hereunder, whether or not Supplier believes, in good faith, there will not be any adverse effect on any Service, feature, function or capability or the quality, performance or level thereof, unless and until Supplier has obtained SOV's specific and explicit approval and consent in writing thereto, which SOV may withhold in its sole and absolute discretion.

**1.3** All changes to the computer systems used by Supplier to provide Services shall be subject to a change management process implemented by the SOV and Supplier to document, test and accept such changes and then migrate them into production according to industry best practices.

#### **2. Proposal and Consideration of Changes**

**2.1** Through a process of mutual consultation and discussion regarding any proposed change to Services, Supplier will prepare and present to SOV for review and evaluation, materials and information which define, describe and identify, the nature and extent of the change to Services contemplated hereunder. Supplier shall include a comprehensive analysis and statement of the material impact and effect of such change on each and every aspect of the Services, whether applicable to the particular Statement of Work or any other Statement of Work or Services. The information and materials prepared for SOV's review and consideration hereunder shall be no less comprehensive or detailed and shall be prepared with the same

degree of care and specificity as is required under the MSA for the preparation of Statements of Work.

**2.2** The Statement of Work Project Managers and, if necessary or desirable, the SOV Executive and the Supplier Account Manager and/or respective Supplier Statement of Work Project Managers and/or their respective designees knowledgeable in the Statement of Work involved, shall meet to review the documentation, coordinate the review and evaluation of proposed changes and make recommendations to their respective management as to the potential approval or rejection of any changes. For the SOV, the Deputy Commissioner of the Exchange will approve or reject proposed Change Requests; Change Requests approved by the Deputy Commissioner will then be provided to the Department of Vermont Health Access Business Office for processing and, if required, amendment of the MSA. At any time during this process, SOV may either reject any or all proposed changes and discontinue consideration or agree to proceed with the preparation of an order reflecting such changes (“**Change Order**”). If SOV wishes to proceed with the consideration of any such proposed changes, SOV shall so notify Supplier, specifying the Requirements applicable to such change and any other terms and conditions SOV deems appropriate and/or necessary for its evaluation and consideration and which shall, if mutually agreed upon by the SOV and Supplier, be incorporated into any Statement of Work resulting from the foregoing process.

### **3. Services Change Orders**

3.1 Either SOV or Supplier will be able to submit a written request for any change (a “**Change Request**”) using the Change Request form included at the end of this document. Within ten (10) days after SOV and Supplier have mutually agreed upon the details to be included in a Change Order and Supplier receives a notification from SOV to proceed in any particular case, consistent with the procedures above, Supplier shall prepare and provide to SOV a Change Order substantially in the form of Attachment H1, which is attached and forms a part of this Exhibit H. Each Change Order shall include the applicable schedule for implementing the proposed change in the Services in the form of a Milestone Schedule, the applicable Service Levels, Requirements, resources required, Charges (either increased or decreased) applicable to the changed or new Services involved and/or affected, and the applicable Acceptance Test, all as provided in the MSA and as may be further supplemented by the applicable Statement of Work, together with all other information required under the Change Order or otherwise applicable to the change and its actual and potential effect on the Services, including any updates or changes to the existing Services, Documentation or otherwise. Charges under a Change Order shall be consistent with and proportional to the Charges under the applicable Statement of Work.

3.2 Once submitted to SOV, each Change Order shall constitute an offer by Supplier to provide, deliver and implement the changes to the Services described therein, on the terms set forth therein, and shall be irrevocable for a period of sixty (60) days. SOV shall review and may provide Supplier with comments regarding a proposed Change Order, and Supplier shall respond to such comments, if any. The Change Order ultimately entered into by SOV and Supplier shall contain only the final promises, representations and warranties, which have been

mutually agreed upon by SOV and Supplier, subsequent to any initial information, commentary, modifications, etc., which may have been exchanged during discussions and contained in drafts of the proposed Change Order.

3.3 Without an explicit request for additional time from SOV, if no modifications are made to the proposed Change Order or if modifications are accepted and approved by SOV, it will become effective and constitute an amendment to the Statement of Work(s) involved and referenced therein, only when approved, accepted and duly executed by authorized officers of SOV and Supplier. SOV's failure to approve or reject and/or to execute any Change Order in writing, shall be deemed a rejection of Change Order, without liability or obligation of any kind, and no Change Order shall be implemented, deemed effective or applicable to any Statement of Work or any Services hereunder unless and until duly executed by authorized officers of SOV and Supplier.

3.4 Supplier shall specifically include, in each proposed Change Order, a description of the impact that it reasonably believes any modification contained in the Change Order will have on the Services.

#### **4. Cancellation, Suspension and Delay of Change Orders**

4.1 SOV may, upon written notice to Supplier given at any time or times after a Services Change Order has been executed by SOV and Supplier, cancel, suspend or delay the implementation, effect or continuation of any change to Services or any Services Change Order, in whole or in part if, in SOV's sole judgment and discretion and for any reason, SOV's business needs so require; provided, however, that the Change Order may contain a term during which the changes described therein shall be effective without such right to terminate for convenience, and in such event, the terms of the Change Order shall control. In the event of a cancellation, suspension or delay as permitted hereunder, Supplier shall only be entitled to charge SOV for any actual Services thereunder previously rendered and/or any actual, unavoidable, incremental, Out-of-Pocket Expenses paid by Supplier (without mark-up of any kind) in implementing such Change Order up to the date SOV cancelled, suspended or delayed such Change Order, not to exceed the total amount authorized under the Change Order.

4.2 With respect to any Change Order which has been suspended or delayed by SOV as permitted hereunder, SOV may, by written notice to Supplier at any time or times: (i) require the resumption and continuation of such Change Order; and/or (ii) may request modifications to all or any portion of the Change Order which, if SOV and Supplier, agree in writing, shall constitute an amendment and be incorporated into the Change Order for all purposes thereafter to enable such Services Change Order to resume or be continued; or (iii) permanently and completely cancel such Change Order, in which event such Change Order shall be deemed terminated and of no force and effect whatsoever, without further obligation or liability of any kind with respect thereto.

#### **5. Independent Review of Change Orders**

Supplier acknowledges and agrees that any Change Order is subject to the review of SOV's independent verification and validation vendor and that any Change Order will be amended to address the issues identified in the review.

**Attachment H1**

**Form of Change Order**

**STATEMENT OF WORK NUMBER:** \_\_\_\_\_

**CHANGE ORDER NUMBER:** \_\_\_\_\_

**CHANGE ORDER EFFECTIVE DATE:** \_\_\_\_\_

**PART 1- KEY CONTACT INFORMATION**

**1. SOV Statement of Work Manager Contact Information:**

Name:

Address:

Telephone:

Fax:

Email:

**2. Supplier Statement of Work Manager Contact Information:**

Name:

Address:

Telephone:

Fax:

Email:

**3. Description of Requested Change to Services:**

**4. Description of Proposed Change:**

**5. Impact of Proposed Change:**

**6. Documentation:**

**7. Implementation Plan:**

**8. Milestone Schedule:**

**9. Resource Requirements:**

**10. Acceptance Test:**

**11. Additional Information:**

**12. Charges:**

**a. Increase/Decrease:**

**b. New:**

**13. Additional Information, Terms and Conditions applicable to this Services Change Order:**

**IN WITNESS WHEREOF** SOV and Supplier have executed this Change Order to the Statement of Work identified above as of the Change Order Effective Date.

**State of Vermont**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Type or Print

**Title:** \_\_\_\_\_

**[SUPPLIER]**

**By:** \_\_\_\_\_

**Name:** \_\_\_\_\_

Type or Print

**Title:** \_\_\_\_\_

## **EXHIBIT I – HOSTING SERVICES**

The terms and conditions of this Exhibit I apply to all Services provided by CGI to SOV in which CGI will be hosting any information or technology systems on behalf of SOV (“Hosting Services”) and are in addition to and without limitation of CGI’s obligations in the MSA, including without limitation any other of the Exhibits thereto. For avoidance of doubt, where a higher standard applies to the Services in the MSA, such higher standard shall control.

### **General**

CGI shall provide to the SOV the Hosting Services, including the Health Benefits Exchange application (“the Exchange”), 24 hours per day, 7 days per week throughout the Term in accordance with standards and requirements set forth herein and subject to the Service Level Exhibit.

#### **1.1.1. Disaster Recovery and Business Continuity Plans**

CGI represents to the SOV that it has and covenants that it shall maintain throughout the Term a: (i) disaster recovery plan and the necessary resources and capabilities covering the data center facilities used by CGI to fully perform the Services under this MSA, such that CGI’s performance under this MSA would not be adversely affected if CGI’s data center facilities were rendered inoperable or inaccessible (“DR Plan”); and (ii) business continuation plan and the necessary resources and capabilities required to fully perform the Services under this MSA, such that CGI’s performance under this MSA would not be adversely affected if CGI’s facilities where the Services are performed became inoperable or inaccessible (“BC Plan”). The DR Plan and the BC Plan, or reasonable summaries thereof to enable the SOV to verify the sufficiency of each such Plan, will be made available to the SOV for review upon the SOV’s request. At least annually or more frequently as may be conducted, CGI shall provide to the SOV a copy of: (i) to the extent they perform such review, CGI’s auditors’ report, or portions thereof applicable to the SOV’s business; and (ii) any other review conducted by a third party, including, without limitation, regulatory agencies, public or private certification entities such as the International Standards Organization, but excluding such reviews conducted by other customers of CGI. The SOV acknowledges that such reports provided by CGI under this Section shall be considered CGI confidential information, subject to Section 21 of the MSA.

#### **1.1.2. Procurement of Hardware and Other Items**

CGI shall be responsible, for procuring and maintaining the computer hardware, systems software and other third party software, data feeds, telecommunications, networks, peripherals and other items and services (collectively referred to as “Third Party Products”), which comprise the specified configuration (“Specified Configuration”) required at the hosting site, and for updating the Specified Configuration in accordance with CGI’s published updates.

#### **1.1.3. Operations Monitoring**

All systems monitoring functions will be the responsibility of CGI. CGI will develop and maintain current documentation on all operations procedures and services. Monitoring functions to be

performed include:

1. Monitor systems for alerts, alarms, and events, including all alerts, alarms, and events that are handled through all of the in-scope monitoring tools. Alarms and alerts may be added or removed by the SOV at any time, as they are needed, following standard change request procedures.
2. Respond to alerts per standard trouble shooting and resolution procedures and escalate where required to the appropriate support group to ensure expeditious problem resolution.
3. Manage service interruption notification processes. Ensure the appropriate levels of leadership and technical personnel are aware at all times of problems that are impacting system availability.
4. Provide an operations interface into change management functions to ensure that proper operations and validation procedures are in place to implement scheduled changes.
5. Manage and maintain ownership of all server-related problems, including break fix activities such as CGI management, CGI escalation and coordination of technical operations support groups to expedite problem resolution and recovery activities.
6. Monitor interface architecture error logs for situations where alerts and events are not captured by automated tools due to inconsistencies in message formats.
7. Maintain operations documentation in all critical areas. This documentation will include checklists for critical functions such as server reboots and monitoring the successful completion of server backups (checking for tape errors and restarting backups as needed). Documentation will be kept current and will reflect changes as a result of new business and technical requirements.
8. Publish Root Cause Analysis reports for Severity Level 1 and Severity Level 2 (as defined in the Service Level Exhibit) incidents as requested by the SOV. Preliminary Root Cause Analysis reports should be completed in accordance with the MSA after the incident has been resolved with a final Root Cause Analysis report issued as soon as practicable but no later than nine (9) business days after the report was requested. Where completion of the report requires information outside of CGI's responsibilities, CGI should provide status every 24 hours until the report is completed.

#### **1.1.4. Performance Monitoring**

1. CGI will manage the performance of the environment. Managing performance shall include:
  - a. Continuous and precise monitoring.
  - b. Creation of historical monitoring logs.
  - c. Prompt cause-level issue resolution arising out of monitoring activities.

- d. Proactive efforts to continually enhance monitoring activities.
  - e. Tracking and publishing issue resolution response times.
  - f. Maintaining application and system operational performance metrics as listed the Service Level Exhibit.
2. Such management of performance includes providing operating system/hardware and application performance monitoring and prompt cause-level resolution of issues to ensure performance standards are achieved as outlined in the Service Level Exhibit.

#### **1.1.5. Error Handling / Metric scripts**

CGI will monitor output error handling tools and codes as well as maintaining and monitoring of metric scripts. Activities to be performed by CGI include:

- 1. Investigating error-handling problems at database and server levels.
- 2. Maintaining error codes and configuration data.
- 3. Investigating problems with metrics scripts and the batch schedule.

#### **1.1.6. Provision and Installation of Updates**

CGI will install updates to the software and/or operating system from time to time during the term of this MSA and upon coordination with the SOV. All installed updates will be done within the guidelines of the Exchange Change Management Procedures and in accordance with any FDA validated procedures set forth by the SOV and solely for the SOV without modification to CGI's SSAE-16 audited processes. Notwithstanding this, in the event of an emergency that either does or will immediately affect the Services, CGI may install a patch or an update without advance notice to the SOV, and within the guidelines set forth in emergency change management procedures.

- 1. Management. CGI shall install, operate and support the hosting environment, defined to mean the Software, the server hardware, disk storage, data transfer rates, server operating systems, databases, web server programs, and other components necessary to provide the Services.
- 2. Backup Services. CGI will provide backups as detailed in copies of backup tapes (as applicable) are stored both onsite and at an off-site storage facility.
- 3. Technical Support. CGI shall provide technical support to the SOV. Technical support includes: (i) toll free telephone support, 24x7, (ii) at least named technical support contacts, (iii) access to CGI's Technical Support Center via fax, email, or toll free voice mail, (iv) 24 x 7 access to general online support (excluding system downtime for scheduled maintenance), the web based support center providing various services and other information, and (v) 24 x 7 access to technical support, providing the SOV with direct access to the technical support knowledge base.

## 1.2. Data Center Operations

### 1.2.1. Backup and Recovery

CGI will provide recovery services for all system software, database and applications components in accordance with the MSA. Backup and recovery processes will be tested periodically to ensure integrity of the recovery process. CGI will work with business groups, the SOV applications personnel and change management personnel to schedule backups and to participate in recovery situations to minimize risk to the business continuity. These activities include:

1. Scheduling and performing daily system backups per CGI-defined schedule as agreed by SOV. This will include preparation for backups to ensure integrity of backup media and monitoring of backups to ensure timely and accurate completion. Failed backups should be escalated immediately.
2. Scheduling and performing complete/incremental backups. Complete backups should be performed periodically to enable rollback in the case of a failure and in the event that rollback segments get corrupted or other serious errors occur.
3. Scheduling and performing data and code tree “refreshes” via backups from production and restores to the various environments. Running the associated environment “customization” scripts to handle security and other differences per environment.

### 1.2.2. Removable Media Operations and Administration

As applicable to solutions which include utilization of tape back-ups, CGI will perform the following:

1. CGI will be responsible for operating and supporting a media management system, media library operations, and receiving media to and from off-site facilities, including:
  - a. Storing copies of tapes in off-site storage, including integrity checks and compliance with customer and government regulations. Ensuring tape copies do not fall prey to obsolete media by conducting periodic quality checks.
  - b. Retaining the most recent 4 weeks of tape copies on-site to reduce recovery time. Utilizing cloning techniques such as database clustering and SAN replication where appropriate to maintain dual or hot site environments to ensure a speedy recovery.
  - c. Coordinating off-site storage functions, including tape shipment and receiving. CGI will be responsible for secure shipping of tapes to off-site storage facilities. The off-site storage facilities should adhere to industry standards such as avoidance of floodplains and disaster prone areas, distance requirements from CGI sites and turnaround requirements to CGI sites, firewall protection, threat detection, and other environmental considerations.
  - d. Monitoring media hardware for malfunctions to ensuring the integrity of tape copies and tape storage.

e. Monitoring to ensure successful completion of backups and performing additional backups as necessary.

### **1.2.3. Operating System Administration**

1. CGI will provide technical support and systems administration for server environment, including installation and upgrades, disk partitioning, file system layouts, parameter settings and interfacing with DBAs and operation support areas to deliver services.
2. Providing Windows, Linux, and Unix system administration support as required.
3. Installing and maintaining system management tools and 3rd party tools.
4. Installing operating system upgrades annually and patches as necessary to support new application functions or to address bugs.
5. Performing required stops and starts of servers. Monitoring system for unusual messages during start-up, system operations, and shutdown; escalating as necessary.
6. Performing workload balancing across the environment's server and disk farms to optimize throughput. Continuously monitoring server environments for highly utilized disk and growth across file systems.
7. Managing storage performance and ensuring contention is minimized at the disk and controller levels. Making recommendations to the SOV on file and tablespace placement and disk partitioning and striping to improve performance.
8. Tracking and applying operating system patches with the SOV's approval. SOV requires that all patches are tested in a test environment prior their release into production.

### **1.2.4. Hardware Maintenance**

CGI will provide hardware support for all equipment defined in the asset management system data base.

1. Providing hardware break-fix support including problem diagnosis, CGI management, problem resolution, and support of backup and recovery activities, including database restores.
2. Meeting uptime requirements defined in the Service Level Exhibit.
3. Managing and upgrading spare parts as needed by CGI to meet the Service Level MSA.
4. Continual monitoring of hardware failures including, but not limited to, memory, CPU, disk, and controllers, and promptly escalating to the SOV while executing recovery procedures as necessary.

### **1.2.5. Performance and Capacity Tuning**

CGI will provide performance and capacity planning for server environment. CGI will maintain constant surveillance of system performance and provide immediate response to problems with

constant support through resolution. CGI will provide regular monitoring and reporting of system performance, utilization and efficiency. CGI will provide technical advice and support to the applications maintenance and development staffs, as may be required. CGI will perform the following:

1. Providing parameter tuning and maintenance for work processes, application buffers, and application tables. Monitoring system logs, workload balancing, operating system components, database elements and network components.
2. Performing workload balancing to optimize performance. Periodically testing failover capabilities to ensure effectiveness of high-availability cluster functions.
3. Providing storage performance and tuning according to the SOV standards.
4. Providing support for database performance and tuning according to the SOV standards.
5. Providing Operating System performance and tuning, optimizing memory utilization, swap usage, disk performance and batch throughput.
6. Making recommendations for Linux kernel parameter changes and other operating system components that may result in incremental performance improvements.
7. Making recommendations on file and tablespace placement, disk partitioning and striping to improve performance.
8. Supporting high-availability cluster configurations (according to the SOV standards) and evaluating server consolidation and configuration options to reduce costs and improve efficiencies.
9. Managing all environment servers regarding usage and trends, with particular emphasis on CPU, swap, memory and disk utilization.

#### **1.2.6. Network Engineering**

CGI will provide all network engineering functions for CGI data center and disaster recovery (DR) site(s) LANs. Network engineering functions will include the initial design, documentation, monitoring and tuning of the network for efficiency, performance and cost-effectiveness. CGI will also perform functions that include:

1. CGI will assume billing and cost management responsibilities for establishing and maintaining this connectivity.
2. Software Support: CGI shall be responsible for the following activities:
  - a. Interfacing with third parties to ensure compatibility of connectivity products.
  - b. Complying with test plans and conform to all existing change management policies and procedures.

### **1.2.7. Network Security and Administration**

The SOV will administer the appropriate approvals of all data access and system requests. CGI will perform all network modifications within the scope of the data center(s) required to maintain compliance with regulatory changes in all jurisdictions, in which CGI provides services to the SOV. As part of the fee structure, CGI will work with the SOV and its carrier providers to determine the impact of such changes identified by CGI, the carriers, or the SOV for network maintenance and modifications. Such required modifications to the network will be made through the Change Control Procedures. CGI will perform the following activities:

1. Coordinating with the SOV in order to communicate any changes to data center network hardware so that impact to users is minimized.
2. Ensuring such changes will result in updates to existing equipment or service inventories.
3. Coordinating with the SOV to determine any CGI router firmware upgrades or installations are necessary so that impact to users is minimal.
4. Being responsible for upgrading or installing network equipment at CGI location.
5. Coordinating and being responsible for all activities involved in the design and implementation of communications systems whenever CGI office space is moved, added, or remodeled.

### **1.2.8. Network Hardware Support**

CGI will be responsible for all hardware employed for connectivity and network services between CGI's router(s) and the SOV's servers that are located in CGI data centers. CGI will interface with other the SOV suppliers to insure the compatibility and reliability of connectivity products. CGI will be responsible for preventive maintenance and will supply a test plan and conform to all existing change management policies and procedures before implementation including a complete fallback scenario.

### **1.2.9. Data Center Facilities**

Working with the SOV, CGI will deploy physical access strategies for equipment at the CGI data centers. CGI will assure procedures are developed with adequate controls, audit trails and will respond to security violations. CGI will provide guidance and coordination for all platforms activities during equipment installations, routine maintenance, problem and crisis management. CGI will manage and maintain the building and property electrical systems, heating, ventilation, and air conditioning (HVAC) systems, physical security services, fire prevention system (FM200 or similar fire suppression system), water detection alarms and general custodial/landscape services. This includes monitoring and maintenance of the Un-interruptible Power Supply (UPS) system, air handlers and water chillers that are primary support for the computer room. Other services included in facilities management include:

1. Providing secure facilities - controlled access to the Exchange hardware and data. Facilities should include secured card access to critical areas, physical security guards, strategic placement of monitors for surveillance.

2. Providing power conditioning to ensure that spikes from primary or secondary power sources do not impact the server environment, monitoring capabilities, nor the ability of key personnel to gain access to operations areas.
3. CGI's production data centers shall have UPS and sufficient generator capacity in the event of a catastrophic power at the production data center.
4. Providing temperature controlled environment that conforms to server and peripheral equipment specifications for equipment provided by CGI.
5. Providing off-site disaster recovery data storage meeting retention, security, fire protection, and recovery guidelines of the Exchange (refer to disaster recovery section for additional information on disaster recovery requirements).
6. Testing environmental/regulatory control plans periodically to ensure that devices and equipment are functional such as water supply systems, fire extinguishers, alarm systems, etc.
7. Supplying water detection alarms (under raised floor) and providing fire detection and prevention systems (FM200 or similar fire suppression system).

### 1.3. **Maintenance and Support**

#### 1.3.1. **Service Center - Help Desk**

CGI's help desk will be the primary point of contact for all Service-related calls. CGI will be responsible for problem call logging, tracking, resolution, escalation, review, root cause analysis, trending, and reporting of problems that are considered in-scope. In addition to reporting on historical trends, CGI will provide reporting which will indicate where a problem is anticipated or where end-user training is required based upon historical analysis. In addition CGI will be responsible for the following:

1. Providing 24x7 single point of contact for technical support.
2. Helping the SOV to manage user expectations regarding time required to resolve problems.
3. Logging tickets under appropriate categories for resolution.
4. Notifying assigned group in the timeframes defined in the Exchange's predefined escalation procedures.
5. Coordinating support for resolution across groups to expedite the problem resolution process and ensuring ownership of the process.
6. Providing resolution support.
7. Tracking resolution progress.
8. Providing ongoing status of resolution activities. Escalating tickets that are exceeding

specified thresholds.

9. Obtaining end-user verification of problem resolution.
10. Closing tickets after gaining customer/user approval. Adhering to procedures for closing tickets.
11. Analyzing incident trends to determine root cause of problems.
12. Providing technical support for applications functions as appropriate.
13. Performing and closing out service requests as appropriate.
14. Utilizing the SOV-approved metrics reports to provide summarized monthly reports on service level metrics.

### **1.3.2. Problem Management**

CGI will provide technical operations support for problem escalation and problem management. The problem management process, for the agreed system components, including third party connectivity, will be flexible and will facilitate a high degree of coordination and communication across groups and locations. Clear problem ownership will be maintained throughout the resolution process, with regular and timely progress updates communicated to the SOV in an effective manner consistent with jointly defined escalation procedures.

CGI will employ acceptable procedures for problem escalation according to agreed severity guidelines, and will implement measures to avoid recurrence of problems. CGI will identify problem trends and produce exception reporting for the agreed system components. CGI will carry out root cause analyses and reviews of high impact problems, identifying preventative measures, assessing risk and bringing problems to closure. CGI will also be responsible for the following:

1. Problem call logging, tracking, resolution, escalation, review, root cause analysis, trending, and reporting for all areas within CGI's scope of responsibility.
2. Managing and continuously improving the problem management processes so that preventative measures are implemented to reduce problems and impact to end- users.
3. Providing problem management reporting for in-scope services including measurements against service level requirements.
4. Developing and continuously improving escalation procedures in accordance with the SOV standards, resulting in improved problem resolution timeframes and less impact to the business.
5. Determining problem resolution or work-around solutions to minimize impact to users while permanent corrective action is applied.
6. Testing problem resolution to verify effectiveness of solution and to prevent reoccurring

problems.

7. Implementing problem resolution via change management in accordance with documented service levels to minimize potential disruption to the business.

8. Coordinating and declaring “crisis” calls according to documented crisis management procedures. Coordinating cross-team support groups and managing resolution of crisis situations. Performing root cause analysis when crisis calls are resolved. Continuously improving crisis management procedures. As part of CGI’s ongoing quality improvement processes, CGI will review problems regularly and take preventive measures to avoid recurrence. CGI will work with the SOV to review the problem and conduct root cause analysis prioritized on input from the SOV. CGI will identify preventive measures, assess risk, and implement preventive solutions.

### **1.3.3. Hosting and Related Support**

CGI’s infrastructure includes:

- Redundant servers.
- Carrier neutral Internet access - Fully redundant Internet connections with flexible bandwidth provisioning.
- Fully redundant network fabric. Clustered firewalls for fail-over support.
- Fully redundant, independent power feeds to provide high availability power to all equipment.
- 24x7 Physical security and monitoring, Access control desk, card reader accesses, video surveillance.
- Redundant environmental control systems. Redundant LAN fabric.
- LAN segmentation for security and isolation.
- 24x7 system monitoring with automated paging alerts.
- Tape backup library with daily backups and off-site storage.
- High Availability, RAID disk arrays with redundant controllers and hot standby disks. VPN access for remote maintenance and troubleshooting.
- 24x7 on-site support, on-call by hardware and network providers. User access via HTTPS (HTML with 128-bit encryption)

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## **Exhibit J**

### **Supplier Contingency Plans**

Supplier will maintain Contingency Plans for all Supplier Facilities that provide the following, subject to the provisions of each applicable Statement of Work:

1. Backup Supplier Facilities to take over in the event of a disaster impacting the original Supplier Facilities.
2. Cross-training of personnel to perform backup responsibilities to ensure continuity of operations and Services.
3. Backup computing facilities, telecommunications services, applications, databases, data and other items to recover fully functioning systems within 4 hours after a disaster, with not more than 30 minutes of data lost.
4. Comprehensive notification plans.
5. A reliable plan to restore normal operations within a reasonable time to the same or replacement permanent location(s).
6. Testing at least annually of all features to ensure each plan can be implemented properly in a disaster.
7. Regular review and improvement.

## EXHIBIT K

### Form of Business Associate Agreement

This Business Associate Agreement (“Agreement”) is effective as of the Effective Date specified below by and between \_\_\_\_\_ (“Business Associate”) and the State of Vermont on behalf of itself and its agencies (the “State”) for which Business Associate provides services pursuant to a Master Services Agreement entered in by and between the State and Business Associate dated as of \_\_\_\_\_ (the “MSA”).

The State and Business Associate mutually agree to the terms of this Agreement in order to comply with the HIPAA Rules, as defined below.

This Agreement is effective as of \_\_\_\_\_ or the effective date of the MSA, if earlier (the “Effective Date”).

#### 1. Definitions

- (a) “Breach” shall have the same meaning as the term “Breach” in 45 CFR 164.402.
- (b) “HIPAA Rules” shall mean collectively, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, PL 111-5 (the “HITECH Act”), any regulations and guidance issued pursuant to HIPAA and/or the HITECH Act and any applicable state privacy and security laws.
- (c) “Individual” shall have the same meaning as the term “individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g) or other applicable federal or state law.
- (d) “Protected Health Information” or “PHI” shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of State.
- (e) “Satisfactory Background Screening” shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law.
- (f) “Secure” shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.
- (g) “Successful Security Incident” shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the MSA shall have the same meaning as those terms as used or defined in the HIPAA Rules.

#### 2. Obligations of Business Associate with respect to Use and Disclosure of Protected Health Information

- (a) Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to business associates.
- (b) Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 4 of this Agreement or as Required by Law.
- (c) Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 C.F.R. 164.504(e).
- (d) Business Associate agrees to mitigate, at its sole expense, any harmful effect resulting from a Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law.
- (e) Business Associate agrees to ensure that any agent, including without limitation a subcontractor, to whom it provides Protected Health Information agrees in writing to the same requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall be liable to the State for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.
- (f) Business Associate agrees that it shall request from the State and disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.
- (g) If Business Associate conducts, in whole or in part, any Transactions electronically on behalf of the State, Business Associate shall comply with the applicable requirements of 45 C.F.R. 162 and shall require that any agents or subcontractors that perform, in whole or in part, such Transactions on its behalf, agree in writing to comply with such requirements. Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of the State: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
- (h) Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each an "Incident") to the State immediately, but in no event later than within two (2) business days, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by email to [allan.ruggles.state.vt.us](mailto:allan.ruggles.state.vt.us) (or such other email address as provided to Business Associate by State). Business Associate shall provide the information concerning the Incident as required by 45 CFR 164.410(c), and other information reasonably required by the State to determine whether a Breach has occurred, including Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Business Associate at the time the Incident is required to be reported to the State, Business Associate shall provide such information to the State promptly as it becomes available. The State shall have the sole discretion to determine whether a Breach has occurred and, if so, whether the required notifications, including to media, as applicable, and the Secretary, as required under

the HIPAA Rules, will be provided by the State or Business Associate. If the State determines that notifications shall be made by Business Associate, Business Associate shall make such notifications in the time and manner specified by the HIPAA Rules and shall obtain the State's prior approval of the contents and manner of all such notifications before they are provided. The Business Associate shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to the State promptly upon request, but in no event later than within forty-eight (48) hours. Business Associate shall be responsible for all costs incurred in connection with the Incident, including but not limited to, any notifications and mitigation activities that the State reasonably determines to be necessary or appropriate. Business Associate shall not be required to report unsuccessful Security Incidents except upon the State's request, in which case such report may be in aggregate form and limited to non-trivial unsuccessful Security Incidents.

(i) Within 5 business days of receipt of a request from the State, Business Associate shall provide to the State or, at its direction, to an Individual, Protected Health Information relating to that individual held by Business Associate or its agents or subcontractors in a Designated Record Set in accordance with 45 CFR §164.524. In the event any Individual requests access to his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State unless the Privacy Rule requires that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to the State.

(j) Within 5 business days of receipt of a request from the State, Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or subcontractor in a Designated Record Set in accordance with 45 CFR § 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Business Associate, Business Associate shall within 5 business days of receipt thereof, forward such request to the State.

(k) Within 10 days after Business Associate, its agents or subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR §164.528, Business Associate agrees to provide in writing via email to [allan.ruggles@state.vt.us](mailto:allan.ruggles@state.vt.us) (or such other email address as provided to Business Associate by the State), the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR §164.528. In the event any Individual requests an accounting of his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State unless the Privacy Rule requires or the State directs that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to the State.

(l) Within 5 business days of receipt of a request from the State, Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or subcontractor as requested by the State and in accordance with 45 CFR 164.522.

(m) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and

Human Services or her/his designees or other government authorities in a time and manner designated by the State or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Business Associate shall provide a copy of such books and records to the State at the same time as these are provided to the Secretary or other government authority.

(n) Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Business Associate Personnel"). Business Associate agrees to update such background screening upon reasonable request by the State, it being agreed that any request based upon the occurrence of any Incident or other illegal activity involving Business Associate or Business Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) To the extent that Business Associate provides services in connection with a "covered account" (as such term is defined in 16 CFR 681.1), it shall develop policies and procedures to detect relevant "red flags" (as such term is defined in 16 CFR 681.1) that may arise in the performance of Business Associate's activities. Business Associate agrees to report any red flags to State and to take appropriate steps to prevent or mitigate identity theft.

### **3. Security of Protected Health Information**

(a) Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Business Associate agrees to comply with the requirements of 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Business Associate agrees, to the extent practicable, to Secure all Protected Health Information at rest, in motion or in use. Without limiting the foregoing, Business Associate agrees in all cases to Secure all electronic Protected Health Information in motion and all electronic Protected Health Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use.

(c) Business Associate's security safeguards for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security Professional ("CISSP") certification as meeting health care industry security best practices. Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all safeguards will be assessed for compliance and re-certified by a CISSP at least once a year.

(d) Documentation of Business Associate's security assessments, including testing and any remediation efforts and CISSP safeguard certification, must be retained for a period of 6 years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Business Associate. Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so.

(g) As healthcare industry security best practices evolve to satisfy the HIPAA Rules and other applicable security standards, Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then current industry best practices. To the extent that Business Associate has access to any part of the State's data systems, Contractor shall comply with the State's information security policies.

#### **4. Permitted Uses and Disclosures of Protected Health Information.**

(a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement and in the MSA, Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the MSA.

(b) Subject to the limitations set forth in this Agreement and in the MSA, Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required by Law; or

(ii) (1) Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Business Associate (which shall immediately notify State in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the MSA. Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of State.

## **5. Term and Termination.**

(a) The term of this Agreement shall continue for so long as the MSA remains in effect, except that (i) Section 5(c) shall survive after the termination of the MSA for as long as Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon State 's determination that Business Associate has violated or breached a material term of this Agreement, State shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and the MSA if Business Associate does not cure the breach or end the violation within the time specified by the State; or (2) immediately terminate this Agreement and the MSA if it determines that Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this Section 5(c), upon termination of the MSA for any reason, Business Associate shall, at the election of the State, return to the State or destroy all Protected Health Information in its possession or that of its subcontractors or agents. Business Associate and its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the State written notification within 10 days after termination of the MSA of the conditions that make return or destruction infeasible. Upon agreement by the State that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agents or subcontractors hold such Protected Health Information.

## **6. Indemnification and Damages.**

Business Associate will indemnify and hold harmless the State and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors, or any failure to perform its obligations with respect to Protected Health Information by Business Associate, its officers, employees, agents or any person or entity under Business Associate's direction or control.

(a) In the event an Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors, Business Associate agrees to perform any reasonable mitigation or remediation services requested by the State, and Business Associate agrees to be responsible for the following costs and expenses: (i) reasonable cost of providing required notice to individuals affected by the Incident; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Incident with credit protection services designed to prevent

fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) cost of providing reasonable call center support for affected individuals for a specific period not less than ninety (90) days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (v) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Incident; (vi) non-appealable fines or penalties assessed by governments or regulators; (vii) reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein; and (viii) any other costs and expenses the State reasonably determines to be necessary to respond to and/or mitigate the Incident.

## 7. Miscellaneous

(a) Business Associate agrees to take such action as the State deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Business Associate disagrees with any such amendment proposed by the State, it shall so notify the State in writing no later than 15 days after receipt of the State's notice of the amendment. If the parties are unable to agree on an amendment, the State may, at its option, terminate the MSA.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the MSA. All non-conflicting terms and conditions of the MSA remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Business Associate represents that neither it nor its agents or subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States. Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State as set forth in the MSA, and Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, the State or its authorized representatives may audit, monitor and inspect Business Associate's and its subcontractors' facilities and equipment and any documents, information or materials in Business Associate's or its subcontractors' possession, custody or control; interview Business Associate's employees,

agents, consultants and subcontractors; and inspect any logs or documentation maintained by Business Associate to the extent relating in any way to Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Business Associate's business. No such inspection by the State as set forth herein shall relieve Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by the State, its employees, agents, consultants, Subcontractors or business associates to Business Associate, or created, obtained, procured, used or accessed by Business Associate in the State's name or on the State's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of the State, and Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

BUSINESS ASSOCIATE

STATE OF VERMONT

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Typed Name \_\_\_\_\_

Type Name \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

# 1 Executive Summary

CGI's Cost Proposal to the Hawaii Health Connector was used as the basis for the State of Vermont Health Benefit Exchange cost workbook. The following is a high-level comparison of the two sets of cost schedules.

Description of Deliverable	Vermont	Hawaii
Project Planning & Administration Deliverables	\$2,460,650.00	\$2,801,683.70
Design, Development & Implementation Deliverables	\$14,227,105.00	\$14,250,913.67
Full Implementation of Exchange Solution (with Premium Processing for SHOP)	\$19,691,735.00	\$21,801,580.81
<b>Total Detailed Deliverable Cost Schedules</b>	<b>\$36,379,490.00</b>	<b>\$38,854,178.18</b>
Ongoing Operation Costs – Base Years	\$5,762,107.00	\$14,441,125.64
Ongoing Operation Costs – Optional Years	\$9,226,010.00	\$9,565,674.50
Rate Card – <i>Evaluation only amount from HI HIX RFP</i>	\$328,750.00	\$275,392.56
Mandatory Optional Costs	\$0.00	\$8,343,133.00
<b>Grand Total</b>	<b>\$51,696,357.00</b>	<b>\$71,479,503.88</b>

Some of the more significant areas of cost differences between the Vermont and Hawaii cost proposals include:

- Salary Adjustments to reflect competitive nature of market for qualified project team members.
- Hosting Disaster Recover SLAs increased
- Software License Savings through the removal of Oracle and Healthation licenses.
- Software Maintenance Savings
- Exeter IP & Services

- Reduced Contract Term

## 1.1 Cost Proposal

CGI has carefully constructed a cost effective proposal to design, develop, implement and operate a Health Insurance Exchange system (the “Exchange”) to facilitate access to affordable health insurance coverage for all citizens of the State of Vermont in compliance with your RFP requirements.

This section of our proposal includes the costs to implement our solution in compliance of the federal Exchange deadlines, including the October 1, 2013 date for open enrollment and the January 1, 2014 date for full Exchange operations. Our cost proposal is based on the assumption of a base two-year contract plus two one-year options and includes the firm-fixed price one-time fees for the design, development and implementation of the Exchange solution, ongoing fees for fifteen months of mandatory Maintenance and Operations (M&O) and two years of optional M&O.

## 1.2 CGI's Overall Cost Summary

Table 1 summarizes the pricing of our total solution. The values shown in these tables exclude the valuation of the rate card, which is being used for evaluation purposes only.

**Table 1: Mandatory Solution Components**

<b>Solution Components</b>	<b>Proposed Price</b>
FFP for Design, Development and Implementation of our Exchange Solution	\$36,379,490
Maintenance and Operations (total for base contract term + 2 one-year options)	\$14,988,117
Total Product Price Mandatory Components	\$0.00
<b>Grand Total Price Mandatory Components</b>	<b>\$51,367,607</b>

The following subsections of our proposal describe the cost elements of our proposed solution. The completed tables can be found in the following sections.

## 1.3 Table 5.2.2 Detailed Deliverable Cost Schedules

---

This cost schedule provides the firm fixed price for the development, certification and deployment of our Exchange solution. The amounts presented in this section include all services, travel, software, overhead and other costs required for CGI's scope as presented in our proposal.

The values presented in this schedule align with the actual timing of CGI's costs, based on the level of effort associated with each underlying deliverable and the timing of 3<sup>rd</sup> party software components required over the course of delivery. CGI understands that the basis for the Payment Schedule will be the Payment Deliverables that make up each broad category presented in this table. The discrete Payment Deliverables will be defined during the first 30-days of the project.

### *Worksheet Notes:*

- ▶ Contract Start date is assumed to be 12/17/2012. A later start may affect price due to the fixed federally mandated key dates for open enrollment and full Exchange operations.
- ▶ CGI's proposed price includes an extract to CMS for Risk Management Corridor Adjustment processes, but the data collection requirements and analysis remain undefined and are not included in our proposed price

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## 1.4 Table 5.2.3 Ongoing Operations Costs – Base Years

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This schedule provides the ongoing Maintenance and Operations costs of our Exchange solution during the two year base contract. The fees include coverage of operations, software maintenance, fulfillment costs and hosting.

*Worksheet Notes:*

- ▶ M&O commences upon the 10/1/2013 go-live date of the Exchange.
- ▶ The first year of mandatory M&O runs from 10/1/2013 through 9/30/14.
- ▶ To align with the two-year base contract period, the 2<sup>nd</sup> year of mandatory M&O is only a partial year, running from 10/1/2014 through 12/31/14 and has been priced accordingly.

## 1.5 Table 5.2.4 Ongoing Operations Costs – Optional Years

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This schedule provides pricing for the ongoing Maintenance and Operations of our Exchange solution during the two optional years. The fees include coverage of operations, software maintenance, fulfillment costs and hosting.

*Worksheet Notes:*

- ▶ The first optional year of M&O runs from 1/1/2015 through 12/31/2015
- ▶ The second optional year of M&O runs from 1/1/2016 through 12/31/2016.

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## 1.6 Table 5.2.5 Hourly Rate Schedule for Change Orders

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This schedule includes hourly rates for potential Change Orders. The rates in this schedule are for enhancements or other Change Orders in excess of the 2,000 hours already covered in the ongoing M&O fees on Tables 5.2.3 and 5.2.4.

CGI understands that there is no commitment from the SOV to purchase Change Orders.

### *Worksheet Notes:*

- ▶ The total value from Table 5.2.5 was included in the Hawaii HIX total evaluated cost amount. The proposed hourly rates were each multiplied by 100 hours in order to provide a meaningful difference between the rates proposed by multiple vendors. This evaluation-only amount does not reflect committed scope that will be delivered by CGI.
- ▶ We have provided staff classifications for the major position types we would expect to be delivering incremental Change Orders.

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## 1.7 Table 5.2.6 Summary Schedule of Project Costs

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This schedule brings forward the totals from schedules 5.2.2 through 5.2.5.

### *Worksheet Notes:*

- ▶ This schedule includes the two optional years of M&O fees in addition to the mandatory costs for the base contract term.

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## 1.8 Tables 5.2.7 through 5.2.8.9

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These schedules are not applicable to our Cost Proposal. CGI does not have any “Other Associated Costs” and Vermont has requested that we do not provide pricing for the Mandatory Options that were included in our Hawaii HIX proposal.

## **Business Associate Agreement**

This Business Associate Agreement ("Agreement") is effective as of the Effective Date specified below by and between CGI Technologies and Solutions Inc. ("Business Associate") and the State of Vermont on behalf of itself and its agencies (the "State") for which Business Associate provides services pursuant to a Master Services Agreement entered in by and between the State and Business Associate dated as of December 13, 2012 (the "MSA").

The State and Business Associate mutually agree to the terms of this Agreement in order to comply with the HIPAA Rules, as defined below.

This Agreement is effective as of the Effective Date of the MSA (the "Effective Date").

### **1. Definitions**

- (a) "Breach" shall have the same meaning as the term "Breach" in 45 CFR 164.402.
- (b) "HIPAA Rules" shall mean collectively, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, PL 111-5 (the "HITECH Act"), any regulations and guidance issued pursuant to HIPAA and/or the HITECH Act and any applicable state privacy and security laws.
- (c) "Individual" shall have the same meaning as the term "individual" in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g) or other applicable federal or state law.
- (d) "Protected Health Information" or "PHI" shall have the same meaning as such term as defined in 45 CFR 160.103, but limited to information created, accessed or received on behalf of State.
- (e) "Satisfactory Background Screening" shall mean, collectively (1) national federal criminal database check; (2) seven-year county of residence criminal conviction search; and (3) in each of (1) and (2) above, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven years, as allowed by law.
- (f) "Secure" shall mean to render unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act.
- (g) "Successful Security Incident" shall mean any Security Incident (as defined in 45 CFR 164.304) that results in the unauthorized use, access, disclosure, modification or destruction of electronic Protected Health Information.

All capitalized terms used in this Agreement and not defined elsewhere herein or in the MSA shall have the same meaning as those terms as used or defined in the HIPAA Rules.

### **2. Obligations of Business Associate with respect to Use and Disclosure of Protected Health Information**

- (a) Business Associate agrees to satisfy and comply with the HIPAA Rules concerning the confidentiality, privacy, and security of Protected Health Information that apply to business associates.
- (b) Business Associate shall not use or disclose Protected Health Information except as permitted or required by section 4 of this Agreement or as Required by Law.
- (c) Business Associate may use and disclose Protected Health Information only if such use or disclosure is in compliance with the applicable requirement of 45 C.F.R. 164.504(e).
- (d) Business Associate agrees to mitigate, at its sole expense, any harmful effect resulting from a Security Incident involving PHI or any use or disclosure of PHI in violation of the requirements of this Agreement, the HIPAA Rules, or other applicable law.
- (e) Business Associate agrees to ensure that any agent, including without limitation a subcontractor, to whom it provides Protected Health Information agrees in writing to the same requirements that apply through this Agreement to Business Associate with respect to such information. Business Associate shall be liable to the State for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law.
- (f) Business Associate agrees that it shall request from the State and disclose to its affiliates, subsidiaries, agents and subcontractors or other third parties, only a Limited Data Set or, if that is not practicable, only the minimum necessary Protected Health Information to perform or fulfill a specific function required or permitted hereunder.
- (g) If Business Associate conducts, in whole or in part, any Transactions electronically on behalf of the State, Business Associate shall comply with the applicable requirements of 45 C.F.R. 162 and shall require that any agents or subcontractors that perform, in whole or in part, such Transactions on its behalf, agree in writing to comply with such requirements. Business Associate will not enter into any trading partner agreement in connection with the conduct of Standard Transactions on behalf of the State: (i) that changes the definition, data condition, or use of a data element or segment in a Standard Transaction; (ii) adds any data element or segment to the maximum defined data set; (iii) uses any code or data element that is marked or "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification or (iv) changes the meaning or intent of the Standard Transaction's implementation specification.
- (h) Business Associate agrees to report any use or disclosure of Protected Health Information not permitted by this Agreement and any Successful Security Incident (each an "Incident") to the State immediately, but in no event later than within two (2) business days, after it is discovered (within the meaning of 45 CFR 164.410(a)(2)). Such report shall be made by email to [allan.ruggles.state.vt.us](mailto:allan.ruggles.state.vt.us) (or such other email address as provided to Business Associate by State). Business Associate shall provide the information concerning the Incident as required by 45 CFR 164.410(c), and other information reasonably required by the State to determine whether a Breach has occurred, including Business Associate's own risk assessment to determine whether a Breach has occurred. If such information is not available to Business Associate at the time the Incident is required to be reported to the State, Business Associate shall provide such information to the State promptly as it becomes available. The State shall have the sole discretion to determine whether a Breach has occurred and, if so, whether the required notifications, including to media, as applicable, and the Secretary, as required under

the HIPAA Rules, will be provided by the State or Business Associate. If the State determines that notifications shall be made by Business Associate, Business Associate shall make such notifications in the time and manner specified by the HIPAA Rules and shall obtain the State's prior approval of the contents and manner of all such notifications before they are provided. The Business Associate shall maintain complete records regarding the Incident for the period required by 45 CFR 164.530(j) or such longer period required by state law, and shall make such records available to the State promptly upon request, but in no event later than within forty-eight (48) hours. Business Associate shall be responsible for all costs incurred in connection with the Incident, including but not limited to, any notifications and mitigation activities that the State reasonably determines to be necessary or appropriate. Business Associate shall not be required to report unsuccessful Security Incidents except upon the State's request, in which case such report may be in aggregate form and limited to non-trivial unsuccessful Security Incidents.

(i) Within 5 business days of receipt of a request from the State, Business Associate shall provide to the State or, at its direction, to an Individual, Protected Health Information relating to that individual held by Business Associate or its agents or subcontractors in a Designated Record Set in accordance with 45 CFR §164.524. In the event any Individual requests access to his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State unless the Privacy Rule requires that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.524, and shall send a copy of such response to the State.

(j) Within 5 business days of receipt of a request from the State, Business Associate agrees to make any requested amendment(s) to Protected Health Information held by it or any agent or subcontractor in a Designated Record Set in accordance with 45 CFR § 164.526. In the event any individual requests an amendment to his or her Protected Health Information directly from Business Associate, Business Associate shall within 5 business days of receipt thereof, forward such request to the State.

(k) Within 10 days after Business Associate, its agents or subcontractors makes any disclosure of Protected Health Information for which an accounting may be required under 45 CFR §164.528, Business Associate agrees to provide in writing via email to [allan.ruggles@state.vt.us](mailto:allan.ruggles@state.vt.us) (or such other email address as provided to Business Associate by the State), the information related to such disclosure as would be required to respond to a request by an Individual for an accounting in accordance with 45 CFR §164.528. In the event any Individual requests an accounting of his or her Protected Health Information directly from Business Associate, Business Associate shall, within 5 business days of receipt of such request, forward the request to the State unless the Privacy Rule requires or the State directs that Business Associate to receive and respond to such requests directly, in which case Business Associate shall respond directly as required by and in accordance with 45 CFR 164.528, and shall send a copy of such response to the State.

(l) Within 5 business days of receipt of a request from the State, Business Associate agrees to comply with any request for confidential communication of, or restriction on the use or disclosure of, Protected Health Information held by it or any agent or subcontractor as requested by the State and in accordance with 45 CFR 164.522.

(m) Business Associate agrees to make its internal practices, books, and records relating to the use and disclosure of Protected Health Information available to the Secretary of Health and

Human Services or her/his designees or other government authorities in a time and manner designated by the State or such governmental authorities, for purposes of determining compliance with the HIPAA Rules. Business Associate shall provide a copy of such books and records to the State at the same time as these are provided to the Secretary or other government authority.

(n) Business Associate warrants and represents that Business Associate has obtained, at Business Associate's own expense and in a manner compliant with all applicable state, federal and other applicable laws, a Satisfactory Background Screening for all of its Workforce members with access to any Protected Health Information ("Business Associate Personnel"). Business Associate agrees to update such background screening upon reasonable request by the State, it being agreed that any request based upon the occurrence of any Incident or other illegal activity involving Business Associate or Business Associate Personnel, or the reasonable suspicion of illegal activity involving Protected Health Information, or any regulatory requirements requiring such updates, would be deemed reasonable hereunder.

(o) Business Associate shall maintain documentation of its obligations hereunder to the extent and for the period required by the HIPAA Rules, including 45 CFR 164.530(j).

(p) To the extent that Business Associate provides services in connection with a "covered account" (as such term is defined in 16 CFR 681.1), it shall develop policies and procedures to detect relevant "red flags" (as such term is defined in 16 CFR 681.1) that may arise in the performance of Business Associate's activities. Business Associate agrees to report any red flags to State and to take appropriate steps to prevent or mitigate identity theft.

### **3. Security of Protected Health Information**

(a) Business Associate agrees to implement appropriate administrative, physical, and technical safeguards to prevent the unauthorized use and disclosure of Protected Health Information, and to protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required by the HIPAA Rules. Without limiting the foregoing, Business Associate agrees to comply with the requirements of 45 CFR § 164.308, 164.310, 164.312, and 164.316, as may be amended and interpreted in guidance from time to time.

(b) Business Associate agrees, to the extent practicable, to Secure all Protected Health Information at rest, in motion or in use. Without limiting the foregoing, Business Associate agrees in all cases to Secure all electronic Protected Health Information in motion and all electronic Protected Health Information placed or stored on portable devices, and to dispose of all Protected Health Information in a Secure manner, including the permanent removal of all Protected Health Information from Electronic Media and hard disks, whether on fax, copier, computer, portable device or otherwise, before making such Electronic Media available for re-use.

(c) Business Associate's security safeguards for Protected Health Information must be evaluated and certified by a person holding a Certified Information Systems Security Professional ("CISSP") certification as meeting health care industry security best practices. Business Associate will perform periodic reviews of its security safeguards to ensure they are appropriate and operating as intended. At a minimum, all safeguards will be assessed for compliance and re-certified by a CISSP at least once a year.

(d) Documentation of Business Associate's security assessments, including testing and any remediation efforts and CISSP safeguard certification, must be retained for a period of 6 years following (i) termination hereof and (ii) destruction or return of Protected Health Information, whichever is last to occur, or such longer period as required by applicable law.

(e) Business Associate agrees that neither it nor any of its Workforce members will place Protected Health Information on portable computing/storage devices which are not owned by Business Associate. Business Associate shall ensure that data files containing Protected Health Information are not saved on public or private computers while accessing corporate e-mail through the Internet.

(f) Business Associate shall train Workforce members on the responsibilities under this Agreement, including the responsibilities to safeguard and, where appropriate or required, Secure Protected Health Information, and consequences for failing to do so. □

(g) As healthcare industry security best practices evolve to satisfy the HIPAA Rules and other applicable security standards, Business Associate agrees to adjust its safeguards accordingly so that they continue to reflect the then current industry best practices. To the extent that Business Associate has access to any part of the State's data systems, Contractor shall comply with the State's information security policies.

#### **4. Permitted Uses and Disclosures of Protected Health Information.**

(a) Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law. Subject to those limitations set forth in this Agreement and in the MSA, Business Associate may use and disclose Protected Health Information as necessary in order to provide its services as described in the MSA.

(b) Subject to the limitations set forth in this Agreement and in the MSA, Business Associate may use Protected Health Information if necessary for its proper management and administration or to carry out its legal responsibilities. In addition, Business Associate may disclose Protected Health Information as necessary for its proper management and administration or to carry out its legal responsibilities provided that:

(i) any such disclosure is Required by Law; or

(ii) (1) Business Associate obtains reasonable assurances, in the form of a written agreement, from the person to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (2) the person agrees to immediately notify Business Associate (which shall immediately notify State in accordance with Section 2 above) of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.

(c) Business Associate may not de-identify Protected Health Information except as necessary to provide its services as described in the MSA. Business Associate is prohibited from using or disclosing such de-identified information for its own purpose without the explicit written permission of State.

## 5. Term and Termination.

(a) The term of this Agreement shall continue for so long as the MSA remains in effect, except that (i) Section 5(c) shall survive after the termination of the MSA for as long as Business Associate retains any Protected Health Information; and (ii) any provision that by its nature survives termination shall so survive including, by way of example and not by way of limitation, Sections 2(d), 2(e), 2(n), 5(c), 6 and 7(e).

(b) Upon State's determination that Business Associate has violated or breached a material term of this Agreement, State shall either: (1) provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and the MSA if Business Associate does not cure the breach or end the violation within the time specified by the State; or (2) immediately terminate this Agreement and the MSA if it determines that Business Associate has breached a material term of this Agreement and cure is not possible; or (3) if it determines that neither termination nor cure is feasible, report the violation to the Secretary if required by the HIPAA Rules.

(c) Effect of Termination. (1) Except as provided in paragraph (2) of this Section 5(c), upon termination of the MSA for any reason, Business Associate shall, at the election of the State, return to the State or destroy all Protected Health Information in its possession or that of its subcontractors or agents. Business Associate and its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to the State written notification within 10 days after termination of the MSA of the conditions that make return or destruction infeasible. Upon agreement by the State that return or destruction of the Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agents or subcontractors hold such Protected Health Information.

## 6. Indemnification and Damages.

Business Associate will indemnify and hold harmless the State and any of its officers, directors, employees, or agents from and against any claim, cause of action, liability, damage, cost or expense, including reasonable attorneys' fees and court or proceeding costs, arising out of or in connection with any breach of the terms of this Agreement, any Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors, or any failure to perform its obligations with respect to Protected Health Information by Business Associate, its officers, employees, agents or any person or entity under Business Associate's direction or control.

(a) In the event an Incident involving Protected Health Information under the control of Business Associate or its agents or subcontractors, Business Associate agrees to perform any reasonable mitigation or remediation services requested by the State, and Business Associate agrees to be responsible for the following costs and expenses: (i) reasonable cost of providing required notice to individuals affected by the Incident; (ii) reasonable cost of providing required notice to government agencies, credit bureaus, and/or other required entities; (iii) cost of providing individuals affected by the Incident with credit protection services designed to prevent

fraud associated with identity theft crimes for a specific period not to exceed twelve (12) months, except to the extent applicable law specifies a longer period for such credit protection services, in which case such longer period shall then apply; (iv) cost of providing reasonable call center support for affected individuals for a specific period not less than ninety (90) days, except to the extent applicable law specifies a longer period of time for such call center support, in which case such longer period shall then apply; (v) reasonable fees associated with computer forensics work required for investigation activities related or relevant to the Incident; (vi) non-appealable fines or penalties assessed by governments or regulators; (vii) reasonable costs or fees associated with any obligations imposed by applicable law, including HIPAA, in addition to the costs and fees defined herein; and (viii) any other costs and expenses the State reasonably determines to be necessary to respond to and/or mitigate the Incident.

## **7. Miscellaneous**

(a) Business Associate agrees to take such action as the State deems necessary to amend this Agreement from time to time to comply with the requirements of any HIPAA Rules. If Business Associate disagrees with any such amendment proposed by the State, it shall so notify the State in writing no later than 15 days after receipt of the State's notice of the amendment. If the parties are unable to agree on an amendment, the State may, at its option, terminate the MSA.

(b) A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended, and as of its effective date.

(c) Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

(d) The terms and conditions of this Agreement shall override and control any conflicting term or condition of the MSA. All non-conflicting terms and conditions of the MSA remain in full force and effect.

(e) The parties agree that the remedies at law for a violation of the terms of this Agreement may be inadequate and that monetary damages resulting from such violation may not be readily measured. Accordingly, in the event of a violation by either party of the terms of this Agreement, the other party shall be entitled to immediate injunctive relief. Nothing herein shall prohibit either party from pursuing any other remedies that may be available to either of them for such violation.

(f) Business Associate represents that neither it nor its agents or subcontractors will transfer, access or otherwise handle Protected Health Information outside the United States. Business Associate agrees, and shall require that its agents and contractors agree, to be subject to the laws of the United States, including the jurisdiction of the Secretary and the courts of the United States. Business Associate further agrees that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State as set forth in the MSA, and Business Associate waives any available jurisdictional defenses as they pertain to the parties' obligations under this Agreement or applicable law.

(g) During normal business hours, and with reasonable prior notice, the State or its authorized representatives may audit, monitor and inspect Business Associate's and its subcontractors' facilities and equipment and any documents, information or materials in Business Associate's or its subcontractors' possession, custody or control; interview Business Associate's employees,

agents, consultants and subcontractors; and inspect any logs or documentation maintained by Business Associate to the extent relating in any way to Business Associate's obligations under this Agreement. An inspection performed pursuant to this Agreement shall not unreasonably interfere with the normal conduct of Business Associate's business. No such inspection by the State as set forth herein shall relieve Business Associate of any of its obligations under this Agreement.

(h) Any Protected Health Information provided by the State, its employees, agents, consultants, Subcontractors or business associates to Business Associate, or created, obtained, procured, used or accessed by Business Associate in the State's name or on the State's behalf, shall, as between the parties to this Agreement, at all times be and remain the sole property of the State, and Business Associate shall not have or obtain any rights therein except as stated herein.

(i) Relationship of Parties. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the parties or any of their affiliates, or (ii) an agency relationship for purposes of the HITECH Act.

**SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers or agents as of the Effective Date.

CGI TECHNOLOGIES  
AND SOLUTIONS, INC.

STATE OF VERMONT

Signature  E-SIGNED by Gregg Mossburg  
on 2012-Dec-14

Signature  E-SIGNED by Mark Larson  
on 2012-Dec-14

Typed Name Gregg Mossburg

Type Name Mark Larson

Title Senior Vice President

Title Commissioner, DVHA

Date 2012-12-14 16:31:46 GMT

Date 2012-12-14 16:50:15 GMT

## Statement of Work No. 1

This Statement of Work Number 1 ("**Statement of Work**" or "**SOW**") is issued pursuant to the Master Services Agreement dated as of December 13, 2012 (the "**MSA**") between State of Vermont ("**SOV**") and CGI Technologies and Solutions Inc. ("**Supplier**"). This Statement of Work incorporates the terms and conditions of the MSA as if the MSA were fully set forth in the text of this Statement of Work. Capitalized terms not defined in this Statement of Work are defined in the MSA.

### 1. EFFECTIVE DATE AND TERM OF THIS STATEMENT OF WORK.

This Statement of Work is effective as of December 17, 2012 ("**Statement of Work Effective Date**") and shall continue through December 31, 2014, which shall constitute the "**Statement of Work Term**". The Statement of Work Term may be extended for up to two (2) one-year periods, at the option of SOV.

### 2. SERVICES TO BE PERFORMED AND SCHEDULE OF PERFORMANCE.

#### A. Scope of Services

The Supplier will provide (i) IT Services based on the Requirement Traceability Matrix ("**RTM**") attached here as Schedule A to SOW and incorporated herein by reference and the (ii) Hosting Services described in Exhibit I. Additional specificity regarding the scope of Services is provided for in Exhibit E (Scope Assumptions) to the MSA. As described in Section 17 below, the scope of Services will be further developed and refined by mutual agreement of the parties by February 1, 2013, or such other date mutually agreed by the parties pursuant to a Change Order ("**Revised Scope Date**").

#### B. Location of Services.

Supplier will perform Services under this SOW at a SOV provided facility. Supplier will also perform testing services at its facility in Belton, Texas. All Hosting Services will be located in the U.S.

#### C. Deliverables and Work Product.

The list of Deliverables is included in Exhibit L attached to the MSA (including a cost schedule and an executive summary). Additional details regarding the deliverables and work product will be documented in the Project Management Plan ("**PMP**") that will be developed by the Revised Scope Date.

#### D. Milestone Schedule

A preliminary VT project schedule has been developed and will be revised, reviewed and approved by both parties by the Revised Scope Date. Supplier will provide the Services in accordance with the timeframes set forth in the project schedule. A list of Critical Milestones subject to liquidated damages is included in Exhibit C.

#### E. Acceptance Criteria and Process.

The Deliverable acceptance criteria and process will be set forth in the PMP.

#### F. Supplier Personnel.

Process for approval of Supplier Personnel in Key Supplier Positions is described in the MSA.

G. Supplier Resources.

Description of Supplier Resources will be set forth in the PMP. A preliminary list of Supplier Resources is included in Exhibit E (Scope Assumptions).

H. SOV Roles and Responsibilities.

1. Services or Support: See Exhibit E (Scope Assumptions) to the MSA.
2. Facilities, Equipment and SOV Resources: See Exhibit E (Scope Assumptions) to the MSA.
3. Proprietary Materials: SOV will provide licenses for all Oracle products.

I. Governance Structure, Meetings and Reports.

Governance Structure, Operation and Executive level meeting process and weekly status report standards will be mutually agreed by the parties and set forth in the PMP.

J. Termination for Convenience.

Notwithstanding Section 26.3 of the MSA, at any time prior to the date fifteen (15) days after the Revised Scope Date, SOV shall have the right to terminate this Statement of Work, in whole or in part, for convenience and without cause by providing Supplier with not less than fifteen (15) days prior written notice. Upon any such termination, SOV shall have no liability other than to (i) pay Supplier Charges for Services rendered up to and including the effective date of termination; and (ii) reimburse Supplier for Pass-Through Expenses incurred by Supplier to procure Software or Hardware for SOV pursuant to Section 6 and 7 below, or as approved by SOV pursuant to a Change Order. In the event of a termination in part, Charges will be adjusted in accordance with Section 26.4.

---

3. HOSTING SERVICES.

See Exhibit I (Hosting Services) to the MSA

---

4. PROJECT MANAGERS.

See Exhibit E (Scope Assumptions) to the MSA.

---

5. STAFF.

A. Subcontractors.

Supplier expects to engage Exeter Consulting (and its affiliates) to configure the OneGate product. The final scope of the subcontractor configuration work will be set forth in the PMP and the revised RTM.

---

6. **SOFTWARE.**

A. **Third Party Software provided by Supplier**

Subject to the terms and conditions of the MSA, Supplier will procure the following Third Party Software for SOV (the licenses for which will be directly between Supplier and the respective third party vendor):

Liferay,  
OneGate  
Thunderhead

B. **Third Party Software provided by SOV.**

SOV will provide licenses for Oracle products and will pay maintenance on those products during the term of the SOW.

---

7. **HARDWARE.**

Not applicable at this time

---

8. **THIRD PARTY CONTRACTS.**

NONE AT THIS TIME.

---

9. **SERVICE LEVELS.**

See Exhibit D attached to the MSA.

---

10. **SECURITY, DISASTER RECOVERY, BUSINESS CONTINUITY PROCEDURES, CONTROLS**

See MSA and Exhibit D (Service Levels) and Exhibit J (Supplier Contingency Plans) attached to the MSA.

---

11. **FORECASTING**

Any forecasting needed will be set forth in in the PMP.

---

12. **FACILITIES TO BE PROVIDED BY SUPPLIER.**

Not applicable.

---

13. **ASSUMPTIONS.**

A. See Exhibit E (Scope Assumptions) attached to the MSA.

---

**14. OPTIONAL SERVICES.**

A. Not applicable to this SOW.

---

**15. OTHER SERVICES.**

A. Not applicable to this SOW

---

**16. CHARGES AND PASS-THROUGH EXPENSES.**

A. See Exhibit L (Cost) attached to the MSA.

---

**17. ADDITIONAL TERMS.**

The parties agree to negotiate in good faith during the period prior to the Revised Scope Date to agree to the items noted herein, including the terms in Exhibit E (Scope Assumptions). This SOW, Exhibit E and, as necessary, other related documents will be revised (either by means of an amendment to the MSA or by Change Order as appropriate) to reflect the mutually agreed terms by the Revised Scope Date.

Agreed to and accepted by:

CGI Technologies and Solutions Inc.  
(CGI)

State of Vermont

E-SIGNED by Gregg Mossburg  
on 2012-Dec-14  
By: \_\_\_\_\_  
Name: Gregg Mossburg  
Title: Senior Vice President  
Date: 2012-12-14 16:31:21 GMT

E-SIGNED by Mark Larson  
on 2012-Dec-14  
By: \_\_\_\_\_  
Name: Mark Larson  
Title: Commissioner, DVHA  
Date: 2012-12-14 16:50:01 GMT

## Appendix A: Business and Technical Requirements and Matrix

### Instructions the Requirements Response Matrix

The appropriate codes are provided in the table below, for each requirements listed in each of the four (4) tabs included in this Requirements Response Matrix

- Individual Eligibility Requirements
- Individual Enrollment Requirements
- Plan Management Requirements
- SHOP Requirements
- Financial Management Requirements
- Administrative Requirements
- Reporting Requirements
- Noticing Requirements
- Technical Requirements
- Web Portal UX Requirements
- Consumer Assistance - General Requirements
- Consumer Assistance - Case Management Requirements
- Consumer Assistance - Navigator Requirements

For each requirement listed, the corresponding Proposal section reference explains the response.

The matrix also provides a column where additional comments/clarifications are provided related to a specific requirements response

Code	Condition	Description
S	Standard Function	The proposed system fully satisfies the requirement as stated. The vendor must explain how the requirement is satisfied by the system.
W	Workflow or System Configuration Required	Current functionality of the proposed system exists in the system and can be modified by a system administrator to meet this requirement.
M	Modification Required	The proposed system requires a modification to existing functionality to meet this requirement which requires a source code modification. The system will be modified to satisfy the requirements as stated or in a different format. The vendor must explain the modifications and include the cost of all modifications above and beyond the base cost in the <b>Project Cost Proposal</b> .
F	Planned for Future Release	This functionality is planned for a future release. The vendor must explain how the requirement will be satisfied by the system and when the release will be available.
C	Custom Design and Development	The proposed system requires new functionality to meet this requirement which requires a source code addition. The vendor must explain the feature and its value, and include any cost above and beyond the base cost in the <b>Project Cost Proposal</b> .
N	Cannot Meet Requirement	The proposed system will not satisfy the requirement. The vendor must explain why the requirement cannot be satisfied.
O	Other Software	If the requirement is to be satisfied through the use of a separate software package(s), vendors must identify those package(s) and describe how the functionality is integrated into the base system.

## Statement of Work No. 1

This Statement of Work Number 1 ("**Statement of Work**" or "**SOW**") is issued pursuant to the Master Services Agreement dated as of \_\_\_\_\_ (the "**MSA**") between State of Vermont ("**SOV**") and CGI Technologies and Solutions Inc. ("**Supplier**"). This Statement of Work incorporates the terms and conditions of the MSA as if the MSA were fully set forth in the text of this Statement of Work. Capitalized terms not defined in this Statement of Work are defined in the MSA.

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---

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---

4. **PROJECT MANAGERS.**

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---

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A. Subcontractors.

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---

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Liferay,

OneGate

Thunderhead

B. **Third Party Software provided by SOV.**

SOV will provide licenses for Oracle products and will pay maintenance on those products during the term of the SOW.

---

7. **HARDWARE.**

Not applicable at this time

---

8. **THIRD PARTY CONTRACTS.**

NONE AT THIS TIME.

---

9. **SERVICE LEVELS.**

See Exhibit D attached to the MSA.

---

10. **SECURITY, DISASTER RECOVERY, BUSINESS CONTINUITY PROCEDURES, CONTROLS**

See MSA and Exhibit D (Service Levels) and Exhibit J (Supplier Contingency Plans) attached to the MSA.

---

11. **FORECASTING**

Any forecasting needed will be set forth in in the PMP.

---

12. **FACILITIES TO BE PROVIDED BY SUPPLIER.**

Not applicable.

---

13. **ASSUMPTIONS.**

A. See Exhibit E (Scope Assumptions) attached to the MSA.

---

**14. OPTIONAL SERVICES.**

A. Not applicable to this SOW.

---

**15. OTHER SERVICES.**

A. Not applicable to this SOW

---

**16. CHARGES AND PASS-THROUGH EXPENSES.**

A. See Exhibit L (Cost) attached to the MSA.

---

**17. ADDITIONAL TERMS.**

The parties agree to negotiate in good faith during the period prior to the Revised Scope Date to agree to the items noted herein, including the terms in Exhibit E (Scope Assumptions). This SOW, Exhibit E and, as necessary, other related documents will be revised (either by means of an amendment to the MSA or by Change Order as appropriate) to reflect the mutually agreed terms by the Revised Scope Date.

Agreed to and accepted by:

CGI Technologies and Solutions Inc.  
(CGI)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

State of Vermont

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Individual Eligibility Requirements Traceability Matrix

Req Code	Category	Sub-Category	System	Description	Control (S, C, W)	Requirement (6.1.1.1)	Comments/Findings	VT Comments
EL-1	Eligibility and Enrollment	General	OneGate/Oracle Identity Manager	Provide role-based access control to allow users to perform certain operations assigned to specific roles (e.g., Exchange Staff, Individuals, Brokers, and Navigators).	S	6.1.1.1 Individual Eligibility		
EL-2	Eligibility and Enrollment	Pre-Screening	OneGate	Interface with the DHS Eligibility System to provide Individuals and authorized representatives with the option to complete pre-screening for eligibility for State health plans through a real-time interface with the DHS Eligibility System with the option for anonymous screening.	C	6.1.1.1 Individual Eligibility	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	we would like to include this in the scope of the HBE contract.
EL-3	Eligibility and Enrollment	Pre-Screening	OneGate	Interface with the DHS Eligibility System to provide Individuals and authorized representatives with the option to complete pre-screening for eligibility for State health plans through a real-time interface with the Federal Exchange Eligibility Service with the option for anonymous screening.	C	6.1.1.1 Individual Eligibility	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	we would like to include this in the scope of the HBE contract. What is the reference to the "Federal Exchange Eligibility Service. "?
EL-4	Eligibility and Enrollment	Pre-Screening	N/A	Interface with the DHS Eligibility System to provide an expert-level pre-screening function to Navigators, Brokers, and Exchange Staff.	N/A	N/A	In accordance with RFP Amendment #2 Question 161, this requirement has been deleted.	we would like to include this in the scope of the HBE contract.
EL-5	Eligibility and Enrollment	Pre-Screening	OneGate	Indicate whether an applicant is already enrolled in a publicly subsidized health coverage program.	W	6.1.1.1 Individual Eligibility		May be done through self-attestation
EL-6	Eligibility and Enrollment	Pre-Screening	OneGate	Present a more detailed level of screening questions to be addressed at the option of the Individual.	S	6.1.1.1 Individual Eligibility		screening questions for what?

Individual Eligibility Requirements Traceability Matrix

Req Code	Category	Sub-Category	System to Integrate	Integration Description	Contract	Requirement	System/Requirement	Comments
EL-7	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Interface with the DHS Eligibility System to display eligibility information for Hawaii's subsidized public and commercial health plans available through the Exchange.	C	6.1.1. Individual Eligibility	CGI will develop the necessary interfaces, using the ESS, with the Federal and State Agencies as necessary to comply with ACA requirements.	We would like to include this in the scope of the HBE contract. We only have one Medicaid program. Our proposed state subsidy will apply to individual plans purchased by folks under 300% FPL
EL-8	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Interface with the DHS Eligibility System to display eligibility information and supporting data for the Advance Premium Tax Credits and Cost Sharing Reductions.	C	6.1.1. Individual Eligibility	CGI will develop the necessary interfaces, using the ESS, with the Federal and State Agencies as necessary to comply with ACA requirements.	We would like to include this in the scope of the HBE contract.
EL-9	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Interface with the Federal Exchange Eligibility Service to display eligibility information and supporting data for the Advance Premium Tax Credits and Cost Sharing Reductions.	C	6.1.1. Individual Eligibility	CGI will develop the necessary interfaces, using the ESS, with the Federal and State Agencies as necessary to comply with ACA requirements.	How does the solution use the "Federal Exchange Eligibility Service."
EL-10	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Process the Advance Premium Tax Credit and Cost Sharing Reduction amount(s) provided by CMS/IRS and update the Individual's account.	W	6.1.1. Individual Eligibility		
EL-11	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Provide individuals with the option to accept a lower Advance Premium Tax Credit.	S	6.1.1. Individual Eligibility		
EL-12	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Allow Exchanges Staff, Individuals, Brokers, and Navigators to view alerts regarding the need to recalculate the tax credit when needed.	W	6.1.1. Individual Eligibility		

Individual Eligibility Requirements Traceability Matrix

Requirement ID	Requirement Description	System	Category	Impact	Control	Control ID	Control Description	Comments/Clarifications	Project Plan / Test Scenario	VT Comments
L-13	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Individual Application & Submit Update	W	W	6.1.1. Individual Eligibility	Provide the capability for an individual to identify the source of information used to determine eligibility.			
L-14	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Individual Application & Submit Update	S	S	6.1.1. Individual Eligibility	Provide individuals with the ability to acknowledge an eligibility determination.			
L-15	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Individual Application & Submit Update	S	S	6.1.1. Individual Eligibility	Allow Exchange Staff to submit case information for eligibility determination outside of the standard workflow.			
L-16	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Individual Application & Submit Update	W	W	6.1.1. Individual Eligibility	Send real-time, automated notifications and written notices to Individuals of CMS determinations of exemption status, and update individual accounts accordingly.			
L-17	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Individual Application & Submit Update	S	S	6.1.1. Individual Eligibility	Provide the ability to generate online and written notification of the result of an Individual's eligibility determination, including the basis for denial if denied coverage.			
L-18	Eligibility and Enrollment Individual Application & Submit Update	N/A	Individual Application & Submit Update	N/A	N/A	N/A	Provide electronic notification to CMS of the result of an Individual's eligibility determination.	In accordance with RFP Amendment 2, Question 200 this requirement is deleted		Why was this deleted from HI scope?

Individual Eligibility Requirements Traceability Matrix

Req Code	Category	Function	System	Description	Frequency	Requirement	Comments
EL-19	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Send notifications to the Individuals, alerting them to submit required eligibility or verification information.	S	6.1.1. Individual Eligibility	
EL-20	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Send notifications to the Individuals who have not completed their applications informing them of the expiration date.	W	6.1.1. Individual Eligibility	
EL-21	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Send notifications to the Individuals, Exchange Staff, Brokers, and Navigators of changes to Individuals' applications.	W	6.1.1. Individual Eligibility	
EL-22	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Send notifications to the Individuals regarding the enrollment process and the status of their application.	S	6.1.1. Individual Eligibility	
EL-23	Eligibility and Enrollment	Individual Application & Submit Update	Oracle Identity Management	Determine if users requesting new access already have system access, assist known Individuals in recovering login information, and assist new Individuals in setting up access	S	6.2.1 Technical	
EL-24	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Provide for the management of the Individual's application intake process, including viewing, updating and displaying the Individual's and household's eligibility history to authorized users.	S	6.1.1. Individual Eligibility	

Individual Eligibility Requirements Traceability Matrix

Req ID	Req Description	Business Process	System	Integration	Technical	Comments/Clarifications	VT Comments
L-25	Eligibility and Enrollment Individual Application & Submit Update	Oracle MDIM (Customer Hub)	C	6.2.1 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.		
L-26	Eligibility and Enrollment Individual Application & Submit Update	OneGate	W	6.1.1. Individual Eligibility	Provide a consolidated online application for all programs offered through the Exchange, including but not limited to Medicaid, other Hawai'i public health and human service programs, and commercial health insurance subsidies.		For this scope, only QHP and MAGI Medicaid/CHIP. Also, we would use the HHS online application so that the requirement would not require new development
L-27	Eligibility and Enrollment Individual Application & Submit Update	OneGate	S	6.1.1. Individual Eligibility	Intake applicant information, including attachments, required to determine eligibility for publically subsidized health coverage programs offered through the Exchange.		For this scope, only QHP and MAGI Medicaid/CHIP
L-28	Eligibility and Enrollment Individual Application & Submit Update	N/A	N/A	N/A	Route applicant data, and related attachments, to the DHS Eligibility System to determine real-time eligibility for publically subsidized programs and commercial health coverage programs offered through the Exchange.		we would like to include this in the scope of the HBE contract.
L-29	Eligibility and Enrollment Individual Application & Submit Update	OneGate	C	6.1.1. Individual Eligibility	Route applicant data, and related attachments, to the Federal Exchange Eligibility Service to determine real-time eligibility for publically subsidized programs and commercial health coverage programs offered through the Exchange.	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	not needed if VT determines eligibility internal to the state - correct? I don't think we are using the "Federal Exchange Eligibility Service."
L-30	Eligibility and Enrollment Individual Application & Submit Update	N/A	N/A	N/A	Route eligibility related attachments from users to Medicaid/CHIP to support eligibility processing and determination.	In accordance with RFP Amendment 2 Question 200 this requirement is deleted	we would like to include this in the scope of the HBE contract.

Individual Eligibility Requirements Traceability Matrix

Req. Code	Requirement	System	Description	Priority	Requirement ID	Comments
EL-31	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Provide the capability to identify Navigators and Brokers if they are completing applications on behalf of an individual.	S	6.1.1. Individual Eligibility	
EL-32	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Provide the capability for the individual to attest that any information provided by a Navigator or Brokers is accurate.	S	6.1.1. Individual Eligibility	
EL-33	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Allow continuance of the application process for individuals without an SSN (e.g. newborers and undocumented individuals).	S	6.1.1. Individual Eligibility	
EL-34	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Display an individual's eligibility and subsidies under all tiers of QHP benefits through an interface with the DHS Eligibility System.	W	6.1.1. Individual Eligibility	we would like to include this in the scope of the HBE contract/solution.
EL-35	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Provide the capability for an individual to indicate various types of potential exemptions through the single, integrated application process.	W	6.1.1. Individual Eligibility	
EL-36	Eligibility and Enrollment Individual Application & Submit Update	OneGate	Process documents received in the mail, via facsimile, web portal, and/or email.	S	6.1.1. Individual Eligibility	

Individual Eligibility Requirements Traceability Matrix

Item Code	Category	Sub-Category	Module	Business Process	W, W.F., C	Reference	Comments/Clarifications	Project Plan Task Number	VT Comments
EL-37	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Allow qualified Native Americans to switch plans on a monthly basis.	W	6.1.1. Individual Eligibility			N/A
EL-38	Eligibility and Enrollment	Individual Application & Submit Update	N/A	Provide the capability to eliminate all cost-sharing for Native Americans enrolled in any QHP through the Exchange whose household income is less than 300 percent FPL	N/A	N/A	In accordance with RFP Amendment 2 Question 200 this requirement is deleted		N/A
EL-39	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Allow for the indication / determination of an applicant's membership in a Native American tribe, as defined by the ACA as well as Medicaid.	W	6.1.1. Individual Eligibility			N/A
EL-40	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Provide the capability to adjust the calculation of MAGI with allowed exclusions for qualified Native Americans per the ACA regulations.	W	6.1.1. Individual Eligibility			N/A
EL-41	Eligibility and Enrollment	Individual Application & Submit Update	OneGate	Distribute and collect, through a range of mediums, individual, employer, and employee enrollment forms.	W	6.1.1. Individual Eligibility			
EL-42	Eligibility and Enrollment	Individual Application & Submit Update	N/A	Provide an indicator for individuals determined eligible for Medicaid and CHIP who access coverage through the Exchange	N/A	N/A	In accordance with RFP Amendment 2 Question 200 this requirement is deleted		There is no other channel in VT, so not needed

Individual Eligibility Requirements Traceability Matrix

Req Code	Category	Sub-Category	Organization	Requirement Description	Category ID	Requirement ID	Comments
EL-43	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Ask knowledge-based ID questions based on data gathered from external data sources to facilitate authentication of identity.	W	6.1.1. Individual Eligibility	
EL-44	Eligibility and Enrollment	Individual Eligibility Determination-Verification	Orade Identity Management	The solution may request proof of identity from Individuals, Brokers, and Navigators (driver's license, passport) if a higher level of trust is required.	W	6.2.1 Technical	
EL-45	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Validate Individual application information for completeness of data and prompt the Individual for additional information, if applicable.	S	6.1.1. Individual Eligibility	
EL-46	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the capability to gather and display individual and household eligibility data from external sources.	W	6.1.1. Individual Eligibility	
EL-47	Eligibility and Enrollment	Individual Eligibility Determination-Verification	Logate	Validate mailing addresses provided in applications (using an external Postal Address validation service).	S	6.2. Technical	Not mandatory, optional requirement
EL-48	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Allow for a manual verification process when the federal hub verification service is not available through the business rules engine.	S	6.1.1. Individual Eligibility	

Individual Eligibility Requirements Traceability Matrix

Req ID	Req Description	System	Process	Category	Impact	VT Comments
-49	Eligibility and Enrollment Individual Eligibility Determination-Verification	Siebel Public Sector CRM	Support a dispute process.	W	6.2.3 Consumer Assistance General	
-50	Eligibility and Enrollment Individual Eligibility Determination-Verification	OneGate	Provide capability to manually update incarceration status based documentation provided by the Individual (e.g. release papers).	W	6.1.1. Individual Eligibility	
-51	Eligibility and Enrollment Individual Eligibility Determination-Verification	OneGate	Produce an immediate on-screen notification of a positive incarceration data match, and allow the Individual of ability to provide alternate documentation or an attestation of incarceration status.	W	6.1.1. Individual Eligibility	
-52	Eligibility and Enrollment Individual Eligibility Determination-Verification	OneGate	Update individual accounts with the verification results as appropriate.	S	6.1.1. Individual Eligibility	seems too vague, what defines "appropriate"?
-53	Eligibility and Enrollment Individual Eligibility Determination-Verification	OneGate	Provide the capability for an Individual to confirm income data from external sources.	S	6.1.1. Individual Eligibility	
-54	Eligibility and Enrollment Individual Eligibility Determination-Verification	OneGate	Provide the ability to verify information needed to evaluate eligibility for Hawai'i subsidized health plans.	W	6.1.1. Individual Eligibility	change to VT - Eligibility for VT Medicaid

Individual Eligibility Requirements Traceability Matrix

Req Code	Category	Requirement	System	Description	Priority	Requirement ID	Comments
EL-55	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the ability for Individuals to submit images of documents required for eligibility verification.	S	6.1.1. Individual Eligibility	
EL-56	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Generate online or written requests to Individuals for additional documentation of annual / monthly income, allow electronic submission of documents, link to accounts, and track follow up activities.	W	6.1.1. Individual Eligibility	
EL-57	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Allow Exchange Staff, Brokers, and Navigators to view, save, and print Individual verification documents that have been up-loaded to a case.	S	6.1.1. Individual Eligibility	For QHP and Magi Medicaid/CHIP only
EL-58	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the capability to allow designated users to confirm, negate and mark active/non-active status of verification documents and verification results.	S	6.1.1. Individual Eligibility	
EL-59	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Allow Exchange Staff, Individuals, Brokers, and Navigators to provide alternative verification through multiple methods.	S	6.1.1. Individual Eligibility	
EL-60	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the ability to allow Individuals to view, confirm, dispute and submit corrections to verification results.	W	6.1.1. Individual Eligibility	

Individual Eligibility Requirements Traceability Matrix

									VT Comments
-61	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Support checks for Medicaid eligibility that can not be serviced real-time. Responses should be accepted later, and user shall be permitted to negotiate enrollment in a QHP while waiting for a response.	M	6.1.1. Individual Eligibility	CGI Team will modify the Siebel workflow to support this requirement.		
-62	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the capability to accept notifications from Medicaid/CHIP regarding loss of coverage, and should evaluate those individuals for QHP subsidized coverage.	F	6.1.1. Individual Eligibility	Capability will be available in April 2013		
-63	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide individuals the ability to have a reasonable opportunity (90-day period under PPACA) to address inconsistencies reported by external entities (i.e. income, citizenship, etc.)	F	6.1.1. Individual Eligibility	Capability will be available in April 2013		
-64	Eligibility and Enrollment	Individual Eligibility Determination-Verification	OneGate	Provide the capability for an individual to indicate or attest to affiliation with recognized Native American tribe during the application process, request verification and update the individual account with verified information.	F	6.1.1. Individual Eligibility	Capability will be available in April 2013		n/a
-65	Eligibility and Enrollment	Change Management	N/A	Provide the ability to update information related to other components of eligibility not described above, including access to minimum essential coverage.	N/A	N/A	In accordance with RFP Amendment 2 Question 174, this requirement is deleted		
-66	Eligibility and Enrollment	Change Management	OneGate	Reassess and determine eligibility based on the new circumstances. For every data field, the system must be configurable to force an eligibility determination/re-determination based on revised data input.	W	6.1.1. Individual Eligibility			

Individual Eligibility Requirements Traceability Matrix

Req Code	Requirement	System	Description	Priority	Requirement ID	Comments	
EL-67	Eligibility and Enrollment	Change Management	OneGate	Provide consumers the ability to view the new determination of eligibility after the change in circumstances.	S	6.1.1. Individual Eligibility	
EL-68	Eligibility and Enrollment	Change Management	OneGate	Provide users the ability to choose new health plans after the re-determination process based on the new circumstances.	S	6.1.1. Individual Eligibility	
EL-69	Eligibility and Enrollment	Case Inquiry	OneGate	Allow Exchange Staff, customers, call center staff and Navigators to search for a customer's household information and composition.	W	6.1.1. Individual Eligibility	
EL-70	Eligibility and Enrollment	Case Inquiry	OneGate	Allow Exchange Staff, customers, call center staff and Navigators to view a customer's household information and composition.	S	6.1.1. Individual Eligibility	
EL-71	Eligibility and Enrollment	Case Inquiry	OneGate	Allow Exchange Staff, customers, call center staff and Navigators to add, update, modify and delete household composition information.	S	6.1.1. Individual Eligibility	
EL-72	Eligibility and Enrollment	Identify Management	Oracle MDM (Customer Hub)	Provide automatic checks for duplicate household members within other cases in the system.	W	6.2.1. Technical	

Individual Eligibility Requirements Traceability Matrix

Req. Code	Category	Sub-Category	System/Module	Requirements Description	Complexity (W, M, E, C)	Business Process Reference	Comments/Qualifications	Project Plan Task Number	VT Comments
L-73	Eligibility and Enrollment	Identify Management	OneGate	Allow Exchange Staff, call center staff, and Navigators to merge or associate different household members together.	W	6.1.1.1 Individual Eligibility			Optional requirement - due to complexity
L-74	Eligibility and Enrollment	Identify Management	OneGate	Provide the ability to split family relationships and to assign certain field information to the appropriate people.	W	6.1.1.1 Individual Eligibility			



Individual Enrollment Requirements Traceability Matrix

Individual Enrollment Requirements Traceability Matrix						VT Comments
N-1	Eligibility and Enrollment	Plan Selection	OneGate	Prepare an enrollment questionnaire to gather individual preferences and help refine choices of plan to be displayed.	S	6.1.2 Individual Enrollment
N-2	Eligibility and Enrollment	Plan Selection	OneGate	Store enrollment questionnaire responses and display plan choices based on questionnaire / filtering criteria.	S	6.1.2 Individual Enrollment
N-3	Eligibility and Enrollment	Plan Selection	OneGate	Based on issuer and plan information gathered, display plan cost and availability.	S	6.1.2 Individual Enrollment
N-4	Eligibility and Enrollment	Plan Selection	OneGate	As a default, only display health plans that have been certified by the exchange, are open to additional enrollment, and are available in the individual's geographic area.	S	6.1.2 Individual Enrollment We will only offer plans that have been certified by DFR/contracted with DVHA and deemed certified by OPW under the multi-state program. All plans in VT must cover the entire state.
N-5	Eligibility and Enrollment	Plan Selection	OneGate	Display actual plan cost based on applicable rating factors (individuals covered, age, geography, etc.) provided by the individual during the application process.	S	6.1.2 Individual Enrollment VT will have community rating. Individuals covered will be a rating factor in determining tier.
N-6	Eligibility and Enrollment	Plan Selection	OneGate	If applicable, display an adjusted plan cost based on reduced cost sharing or tax credit advance eligibility.	S	6.1.2 Individual Enrollment or state premium assistance to those with income under 300%FPL



Individual Enrollment Requirements Traceability Matrix

Code	Category	Sub-Category	Requirement	System	WYS	Business Process	Business Process	Business Process	Comments
13	Eligibility and Enrollment	Plan Selection	OneGate	Provide capability for an individual to select a QHP and initiate the enrollment process.	S	6.1.2 Individual Enrollment			
14	Eligibility and Enrollment	Plan Selection	OneGate	Prevent individuals that have a current QHP selection pending from adding a new QHP or changing their pending selection.	M	6.1.2 Individual Enrollment	OneGate will provide the mechanism to add or modify their QHP selection if it is a pending state.		I thought the VT policy was to allow some number of days for an individual to change his mind for whatever reason. This could be accommodated by making the selection pending only after the certain number of days passed.
15	Eligibility and Enrollment	Plan Selection	OneGate	Once a plan is selected, direct an individual to issuer-specific specific instructions on payment remittance for monthly premiums.	W	6.1.2 Individual Enrollment			VT is standardizing premium processing across issuers
16	Eligibility and Enrollment	Plan Selection	OneGate	Update an individual's account to reflect plan selection and the effective plan-year.	S	6.1.2 Individual Enrollment			
17	Eligibility and Enrollment	Plan Selection	Healthation	After plan selection, initiate the plan enrollment process / electronic transaction to applicable issuers.	W	6.1.5 Financial Management			
18	Eligibility and Enrollment	Plan Selection	OneGate	If individuals directly enroll in health plans through the issuer, update an individual's account information based on enrollment information provided by the issuer.	W	6.1.2 Individual Enrollment			N/A - in VT, you must apply through the Exchange

Individual Enrollment Requirements Traceability Matrix

Req Code	Category	System	Healthplan	Process	W	6.1.5 Financial Management		VT Comments
EN-19	Eligibility and Enrollment	Enrollment	Healthation	Prepare an electronic, real-time transmission of information necessary in order for the qualified health plan issuer to provide a welcome package and identification card to the individual and to implement advance premium tax credits and cost-sharing reductions, as applicable.	W	6.1.5 Financial Management		Assume in this case, the data is going to the issuer to trigger welcome pkg
EN-20	Eligibility and Enrollment	Enrollment	OneGate	Record and store current plan enrollment information for all individuals registered on the Exchange.	S	6.1.2 Individual Enrollment		
EN-21	Eligibility and Enrollment	Enrollment	Healthation	Process in real-time, the electronic confirmation / acknowledgement of receipt of enrollment transaction from issuer.	W	6.1.5 Financial Management		Need to store issuer member IDs
EN-22	Eligibility and Enrollment	Enrollment	Healthation	Prepare an electronic notice to CMS with a minimum dataset of information regarding an individual's enrollment in a qualified health plan through the Exchange, following the receipt of acknowledgement from the issuer.	W	6.1.5 Financial Management		
EN-23	Eligibility and Enrollment	Enrollment	Healthation	Prepare and electronic, real-time electronic transmission to the issuer of an individual's selected qualified health plan regarding changes to the individual's information, including to his or her levels of advance premium tax credits or cost-sharing reductions, or regarding a decision by an individual to	W	6.1.5 Financial Management		
EN-24	Eligibility and Enrollment	Enrollment	Healthation	Process in real-time, the electronic confirmation / acknowledgement of receipt of enrollment changes received by an issuer.	W	6.1.5 Financial Management		

Individual Enrollment Requirements Traceability Matrix

	Eligibility and Enrollment	Enrollment	OneGate	Provide capability to receive electronic notifications from issuers regarding disenrollment and initiate disenrollment process	W	6.1.2 Individual Enrollment	VT Comments
-25	Eligibility and Enrollment	Enrollment	OneGate	Provide capability to receive electronic notifications from issuers regarding disenrollment and initiate disenrollment process	W	6.1.2 Individual Enrollment	
-26	Eligibility and Enrollment	Enrollment	OneGate	Provide the capability for an individual to request a voluntary disenrollment from a QHP.	W	6.1.2 Individual Enrollment	
-27	Eligibility and Enrollment	Enrollment	OneGate	if conditions for a voluntary disenrollment (e.g. issuer notifies Exchange of failure to pay QHP premiums beyond the grace period, issuer or Exchange reports a change in eligibility, etc.), initiate the disenrollment process.	W	6.1.2 Individual Enrollment	
-28	Eligibility and Enrollment	Enrollment	OneGate	If an individual initiates a voluntary disenrollment through the Exchange and not directly with the issuer, produce an electronic notification to the issuer to disenroll an individual.	W	6.1.2 Individual Enrollment	
-29	Eligibility and Enrollment	Enrollment	OneGate	Update user accounts based on disenrollment notification from issuers or disenrollments initiated by the Exchange.	W	6.1.2 Individual Enrollment	
-30	Eligibility and Enrollment	Enrollment	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an individual's disenrollment from a qualified health plan through the Exchange.	W	6.1.2 Individual Enrollment	

Individual Enrollment Requirements Traceability Matrix

Req Code	Category	Requirement	System	Description	Frequency	Requirement ID	Business Object	Notes	Phase/Release
EM-31	Eligibility and Enrollment	Enrollment	OneGate	When a plan is decertified, initiate the health plan enrollment process for affected individuals (based on special enrollment period rules).	W	6.1.2 Individual Enrollment			Can solve this in a later phase/release
EM-32	Eligibility and Enrollment	Enrollment	OneGate	After an individual has been determined eligible to select a QHP, determine the next available period for open enrollment. The open enrollment period should be tracked separately from timeframes for eligibility renewals for Medicaid/CHIP/8HT/Tax Credits.	W	6.1.2 Individual Enrollment			
EM-33	Eligibility and Enrollment	Enrollment	OneGate	Prepare and provide communication to individuals about a mid-year plan decertification and notify need for plan selection / enrollment.	W	6.1.2 Individual Enrollment			
EM-34	Eligibility and Enrollment	Enrollment	OneGate	Prepare written notification to individuals regarding eligibility for enrollment periods.	W	6.1.2 Individual Enrollment			
EM-35	Eligibility and Enrollment	Enrollment	OneGate	Prepare on-screen notification to individuals regarding eligibility for enrollment periods.	W	6.1.2 Individual Enrollment			
EM-36	Eligibility and Enrollment	Periodic Reporting	Business Objects	Periodically and on an ad hoc basis provide electronic report to issuers about individual QHP enrollment data	M	6.1.7 Reporting	The CGI team will develop the Hawaii's specific reports through Business Objects for Connector operations.		



Individual Enrollment Requirements Traceability Matrix

Req Code	Req Description	Req ID	Req Category	Req Sub-Category	Req Type	Req Status	Req Priority	Req Impact	Req Owner	Req Start Date	Req End Date	Req Last Modified	Req Version	Req Comments
														VT Comments
														Not mandatory, optional requirement

Individual Enrollment Requirements Traceability Matrix

Req ID	Req Category	Req Description	Business Reference	Technical Reference	Comments
					seems too vague, what defines "appropriate"?
					change to VT







**Individual Enrollment Requirements Traceability Matrix**

Req ID	Category	Sub-Category	Measurements/Requirements	Requirements Description	Conditions (M, A, F, S, C)	Other Applicable Reference Systems	Comments/Change Log	Project Plan ISS Number	VT Comments
									Optional requirement - due to complexity



Plan Management Requirements Traceability Matrix

Req ID	Req Category	Req Sub-Category	Req Description	Req Type	Req Priority	Req Status	Req Location	Req Version	Req Comments
PM-1	Plan Management	N/A	Oracle Policy Automation, Siebel	Provide a business rules engine that can support Exchange, State and Federal Plan Management rules	S	6.2.1 Technical			
PM-2	Plan Management	N/A	Oracle Policy Automation, Siebel	Provide a business rules engine that allows trained authorized business users to configure Exchange rules	S	6.2.1 Technical			
PM-3	Plan Management	N/A	CGI Plan Management	Provide the ability define a begin and end date for a plan enrollment period	W	6.1.3 Plan Management			
PM-4	Plan Management	N/A	CGI Plan Management	Allow for multiple enrollment periods during a calendar year.	W	6.1.3 Plan Management			
PM-5	Plan Management	N/A	CGI Plan Management	Provide the ability open a special enrollment period to enable enrolling a plan outside the defined enrollment period.	W	6.1.3 Plan Management			
PM-6	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability, upon request, to generate, publish and send issuers an electronic Request for Notification of Intent to Apply for QHP certification. Requests will include instructions for application submission.	W	6.1.3 Plan Management			N/A - SERFF
PM-7	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability for issuers to submit an electronic Notification of issuer's intent to Apply, including all mandatory information	W	6.1.3 Plan Management			N/A - SERFF
PM-8	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide issuers with the ability to initiate an application for issuer certification and be directed to application requirements	W	6.1.3 Plan Management			N/A - SERFF
PM-9	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to capture and store at a minimum the following issuer information as part of the Notification of Intent to Apply: - Issuer ID - NAIC Number - Issuer Name	W	6.1.3 Plan Management			N/A - SERFF

Plan Management Requirements Traceability Matrix

Req Code	Req Description	System	Business Process	Business Rule	Priority	Requirement	Notes	Comments
PM-10	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to receive, store and track the information included in the Notification of Issuer's Intent to Apply	W	6.1.3 Plan Management		N/A - SERFF
PM-11	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide interface/query to state database and/or state license system in order to validate issuer information	C	6.1.3 Plan Management	CGI will develop the necessary interfaces; using the ES8, with the Federal and State Agencies as necessary to comply with ACA requirements.	N/A - Manual call to DFR
PM-12	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to electronically notify issuer of validation or non-validation	W	6.1.3 Plan Management		N/A - Manual
PM-13	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to establish and/or verify the existence of an issuer ID	W	6.1.3 Plan Management		Assumed to be done through SERFF
PM-14	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide Exchange staff the ability to verify issuer licensure online and in real-time	W	6.1.3 Plan Management		
PM-15	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to notify the issuer when an ID has been established	W	6.1.3 Plan Management		N/A - Manual
PM-16	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Allow issuers to initiate product submissions for licensure, for products to be offered both inside and outside the Exchange	W	6.1.3 Plan Management		Assumed to be done through SERFF
PM-17	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Allow the issuer to classify applications to indicate issuer type: licensed to sell outside the Exchange OR licensed to sell inside and outside the Exchange	W	6.1.3 Plan Management		Assumed to be done through SERFF. In VT, only sell inside the Exchange
PM-18	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Allow the issuer to classify applications to indicate Product type: qualified to sell outside Exchange Or inside and outside the Exchange Market type: Individual market, small group, large group, Medicaid	W	6.1.3 Plan Management		We don't require a distinction for small group and individual. We also have not talked about treating Medicaid this way.

Plan Management Requirements Traceability Matrix

Req ID	Req Description	Category	Sub-Category	Impact	Priority	Dependencies	Comments
PM-19	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Allow the issuer to classify applications to indicate Exchange Market type: Individual market, small group, large group, Medicaid	We don't require a distinction for small group and individual. We also have not talked about treating Medicaid this way.
PM-20	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide the ability to record multiple counties and multiple zip codes by plan to reflect the geographic service area covered by a plan	N/A
PM-21	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide multiple levels of categorization of plans to identify different plan 'types' and allow for multiple types of plans (e.g. Line of Business, PPO vs. HMO, Pre-Paid 7A/7B, etc.)	Assumed to be done through SERFF, then inherited by the Exchange solution
PM-22	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide ability to identify those plans that contain pediatric essential dental benefit	Assumed to be done through SERFF, then inherited by the Exchange solution
PM-23	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide ability to identify those plans that contain pediatric essential vision benefit	Assumed to be done through SERFF, then inherited by the Exchange solution
PM-24	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide the capability for issuers to submit QHP certification, recertification, and decertification information in multiple formats including batch upload in a format determined by the Exchange, and direct data entry. This information may include issuer and product plan administrative information, network data, benefit data, rate data, marketing materials, and	Assumed to be done through SERFF or manually via DPR
PM-25	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Provide the ability to receive data from issuers on at least the following elements: issuer characteristics, product design and rating rules for approval.	Probably, n/a
PM-26	Plan Management Initiate QHP Issuer App	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Store information about each issuer and product plan offered within the Exchange, as required to support issuer and product plan certification and analysis. Examples of product plan data includes: - Benefits structure/cost sharing requirements - Quality measures and rating data (potentially through existing)	Assumed to be done through SERFF, then inherited by the Exchange solution
PM-27	Plan Management Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	CGI Plan Management	W	6.1.3 Plan Management	Be able to display a variety of data about a plan to help determine the decision to renew including: - Performance Data - Quality Data - Complaint Data - Coverage data	Has not been in scope to date

Plan Management Requirements Traceability Matrix

Req. Code	Category	Requirement	System	Description	Frequency	Requirement Reference	Comments
PM-28	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	The system must allow the Exchange staff to indicate which plans will be requested to be renewed and which will not.	W	6.1.3 Plan Management	Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications
PM-29	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	The system must, upon request, generate and send electronic renewal request to issuers about the plans desired to be renewed, requesting an notification of intent to renew.	W	6.1.3 Plan Management	Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications
PM-30	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	The system must be able to receive notifications from issuers regarding intent to renew or not renew a plan	W	6.1.3 Plan Management	Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications
PM-31	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Proposed solutions may include storage and maintenance of provider networks, or may include functionality to provide a hyperlink to issuer databases. If the option is chosen to store provider networks, the system must support ongoing maintenance through links with the issuers.	W	6.1.3 Plan Management	I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-32	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability to evaluate networks against specific criteria as defined by the Exchange	W	6.1.3 Plan Management	N/A
PM-33	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide ability to link consumer queries to issuer databases and state data sets	W	6.1.3 Plan Management	N/A
PM-34	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Capture and store Provider Information including: - Provider type - Accepting new patients y/n - Provider demographic information - Provider services information Note: providers can be linked to multiple plans and multiple products within the State including but not limited to: - Issuer Identifier - State Certification Status - Certification date	W	6.1.3 Plan Management	I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-35	Plan Management	Initiate QHP Issuer App	CGI Plan Management	Provide the ability for issuers to link information submitted in the Exchange system with information submitted separately to the Insurance Division for other regulatory requirements	W	6.2 Technical	N/A
PM-36	Plan Management	Initiate QHP Issuer App	Oracle SOA Suite Suite	Provide the ability for issuers to link information submitted in the Exchange system with information submitted separately to the Insurance Division for other regulatory requirements	W	6.2 Technical	We have not talked about distinct issuer submissions between the exchange and the DOI. It's all been to the DOI.



Plan Management Requirements Traceability Matrix

Req Code	Req Description	Req Category	Req Details	Req Status	Req Location	Req Comments
PM-46	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Store historical criteria which is no longer in active use, or has expired for reference	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution
PM-47	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Provide ability for Plan Management workers to compare a proposed exchange plan portfolio to determine if there are gaps missing in coverage, network adequacy, tiers or other criteria.	W	6.1.3 Plan Management	Form Review in VT
PM-48	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability for Plan Management workers to verify attestations and supporting documentation	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-49	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Allow Plan Management workers to compare a proposed product portfolio against a set of criteria. Possible criteria would include, but not be limited to: - Complaint and Compliance - Quality, including Accreditation status - Benefit coverage	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-50	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Accommodate variations in criteria by Market (individual, small group, large group).	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-51	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Accommodate variations in criteria by Issuer type (Exchange / Non-Exchange).	W	6.1.3 Plan Management	No Non-Exchange issuers in VT
PM-52	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Provide functionality to track the QHP review workflow process. For example, the system will provide the ability to assign review tasks, note completion, and utilize checklists for review.	W	6.1.3 Plan Management	N/A
PM-53	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to compile Issuer and product plan application evaluation results	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-54	Plan Management Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to electronically send Notice of Application Status to Issuer	W	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually

Plan Management Requirements Traceability Matrix

Plan Management	Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to distinguish plans and issuers certified for the Exchange from those that have applied but were denied, those that have expired or decertified.	W	6.1.3 Plan Management	Companies/Contractors	VT Commitments
PW-55	Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to distinguish plans and issuers certified for the Exchange from those that have applied but were denied, those that have expired or decertified.	W	6.1.3 Plan Management		More important to distinguish selected plans from certified QHPs
PW-56	Evaluate QHP Issuer Application	CGI Plan Management	Provide authorized users the ability to enter and store reasons for acceptance or denial of a plan or issuer into the Exchange	W	6.1.3 Plan Management		May or may not be applicable - depends on preference of the exchange
PW-57	Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to automatically generate formal letter of denial indicating that an issuer and/or Plan has not been accepted into the Exchange	W	6.1.3 Plan Management		May or may not be applicable - depends on preference of the exchange
PW-58	Evaluate QHP Issuer Application	CGI Plan Management	Provide the ability to generate letters through all stages of review process (including an electronic form of the letter) of denials; indicating that a issuer and/or product plan has not been accepted into the specific market (individual, small group, large group) and/or the exchange.	W	6.1.3 Plan Management		Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PW-59	Rate and Benefit Information Receipt	CGI Plan Management	Provide the ability to receive and process Rate and Benefit Data for each product plan offered both inside and outside the Exchange	W	6.1.3 Plan Management		Inside Only
PW-60	Rate and Benefit Information Receipt	CGI Plan Management	Ability to send notification to issuers to submit rate and benefit information	W	6.1.3 Plan Management		we don't notify issuers to submit rates in today's world
PW-61	Rate and Benefit Information Receipt	CGI Plan Management	Provide issuers with the ability for issuers to provide rate and benefit information in multiple formats including file upload in a format determined by the Exchange, and direct data entry.	W	6.1.3 Plan Management		Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PW-62	Rate and Benefit Information Receipt	CGI Plan Management	Allow benefit data to be collected in discrete elements, as defined by federal guidance and state requirements. For example, each category and subcategory of Essential Health Benefits must appear, along with cost-sharing requirements associated with the benefit.	W	6.1.3 Plan Management		Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PW-63	Rate and Benefit Information Receipt	CGI Plan Management	Allow issuers to classify product plans as QHP-applicable and non-QHP-considered; and also classify within a market type (e.g. individual, small group, large group, etc.)	W	6.1.3 Plan Management		N/A



Plan Management Requirements Traceability Matrix

Requirement ID	Requirement Description	Category	Priority	Impact	Source	Comments
PM-73	Determine Issuer Plan Non-Certification	CGI Plan Management	W	Produce electronic notification to Insurance Division when a issuer/plan is not renewed or is decertified from the Exchange	6.1.3 Plan Management	In VT, this would be a DOI notification to the exchange
PM-74	Determine Issuer Plan Non-Certification	CGI Plan Management	W	Produce electronic notification to CMS when an issuer/plan is not renewed or is decertified from the Exchange	6.1.3 Plan Management	Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-75	Determine Issuer Plan Non-Certification	CGI Plan Management	W	Provide the ability to define an option period for recertification and renewal.	6.1.3 Plan Management	Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications
PM-76	Determine Issuer Plan Non-Certification	CGI Plan Management	W	Send notification to the Insurance Division or other relevant state agencies of those issuers and/or Plans which have been denied acceptance to participate in the Exchange.	6.1.3 Plan Management	Assumed to be done through SERFF; then inherited by the Exchange solution or manually
PM-77	Establish QHP Certification and Agreement	CGI Plan Management	W	Provide the ability to open a special certification period to enable certifying an Issuer or Plan outside the defined certification period	6.1.3 Plan Management	Do we expect to receive plans outside of an RFP process?
PM-78	Establish QHP Certification and Agreement	CGI Plan Management	W	Provide the ability to record agreement information in the system including: - Agreement ID - Agreement begin date - Agreement end date - Plan Operations begin date	6.1.3 Plan Management	Unfamiliar with agreements
PM-79	Establish QHP Certification and Agreement	CGI Plan Management	W	Provide the ability to generate a notification of certification into the Exchange	6.1.3 Plan Management	Certification notification AND selection notification
PM-80	Establish QHP Certification and Agreement	CGI Plan Management	W	Allow storage of agreement signature or acceptance date to indicate the issuer agreement acceptance.	6.1.3 Plan Management	Unfamiliar with agreements
PM-81	Establish QHP Certification and Agreement	CGI Plan Management	W	Provide ability to store an electronic copy of the agreement and associate it with a plan record so it can be retrieved and viewed when querying information about a plan.	6.1.3 Plan Management	Unfamiliar with agreements

Plan Management Requirements Traceability Matrix

Req ID	Req Description	Req Category	Req Type	Req Status	Req Priority	Req Impact	Req Dependencies	Req Comments
PM-82	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Determine the quality rating in accordance with CMS plan quality rating methodology.	W	6.1.3 Plan Management			Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-83	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Determine the medal rating of a plan (platinum, gold, silver, bronze)	W	6.1.3 Plan Management			Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-84	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Provide query of plans by issuer with calculated rating for other attributes to be determined by the Exchange.	W	6.1.3 Plan Management			Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-85	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Provide the ability for plan information to be published to the public exchange view when approval for plan is finalized	W	6.1.3 Plan Management			When a plan is selected not approved
PM-86	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Provide the ability to display plan information on the public exchange view, including, but not limited to data such as: - Plan title and description - Plan quality rating - Plan providers - Out of pocket limits	W	6.1.3 Plan Management			
PM-87	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Provide the ability for plan information to be easily removed from the public exchange view if approval status of the plan changes	W	6.1.3 Plan Management			
PM-88	Plan Management Establish QHP Certification and Agreement	Oracle SOA Suite	Provide electronic data to the Insurance Division to indicate notice of issuers/plans approved for the Exchange. Data can include: - Issuer ID - Exchange certification date	W	6.2 Technical			N/A
PM-89	Plan Management Establish QHP Certification and Agreement	CGI Plan Management	Provide the ability to store an electronic copy of the agreement and associate it with a plan record so it can be retrieved and viewed when querying information about a plan	W	6.1.3 Plan Management			Assumed to be done through SERFF, then inherited by the Exchange solution or manually
PM-90	Plan Management Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Support receipt of recertification data in the same manner used for initial certification.	W	6.1.3 Plan Management			Assumed to be done through SERFF, then inherited by the Exchange solution or manually

**Plan Management Requirements Traceability Matrix**

Req ID	Req Description	Req Category	Req Type	Req Text	Req ID	Req Description	Req Category	Req Type	Req Text	VT Comments
PM-91	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Support storage, view and processing of recertification data and analysis in the same manner used for initial certification.	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-92	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Distinguish if data and tracking activities are for initial certification or recertification	6.1.3 Plan Management	6.1.3 Plan Management	W		Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications	
PM-93	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Store and provide the capability to display on demand transactional history related to the QHP certification process, including but not limited to certification/decertification event and rationale for decertification events.	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-94	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Store a record of all QHP negotiation steps, activities, and outcomes.	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-95	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Generate re-amendment notification and information storage consistent with the initial certification amendment process.	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-96	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Process agreement acceptance from issuers consistent with the initial certification acceptance process	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-97	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Update issuer and agreement information in the system consistent with the initial certification amendment process.	6.1.3 Plan Management	6.1.3 Plan Management	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	
PM-98	Plan Management	Establish Issuer and Plan Renewal and Recertification	CGI Plan Management	Recertify the plan and notify issuers consistent with the initial certification process.	6.1.3 Plan Management	6.1.3 Plan Management	W		Not sure if this is in scope of not... are we doing an RFP process every year? Then, renewals are really just reapplications	
PM-99	Plan Management	Establish Issuer and Plan Renewal and Recertification	Oracle SOA Suite	Update CMS with certified plan information consistent with the initial certification process	6.2 Technical	6.2 Technical	W		Assumed to be done through SERFF, then inherited by the Exchange solution or manually	



Plan Management Requirements Traceability Matrix

Plan Management	Monitor Issuer/Plan Compliance	CGI Plan Management	Allow recording results of compliance analysis, and the status of an issuer/plan meeting a variety of compliance requirements such as: - Benefits design standards - validation/tracking data - Essential benefits - Cost sharing limits Indicate the status of an issuer/plan compliance determination	W	6.1.3 Plan Management	VT Comments:
PM-109	Monitor Issuer/Plan Compliance	CGI Plan Management	Allow recording results of compliance analysis, and the status of an issuer/plan meeting a variety of compliance requirements such as: - Benefits design standards - validation/tracking data - Essential benefits - Cost sharing limits Indicate the status of an issuer/plan compliance determination	W	6.1.3 Plan Management	
PM-110	Monitor Issuer/Plan Compliance	CGI Plan Management	Indicate the status of an issuer/plan compliance determination	W	6.1.3 Plan Management	
PM-111	Monitor Issuer/Plan Compliance	CGI Plan Management	Allow for preliminary and final compliance determinations	W	6.1.3 Plan Management	
PM-112	Monitor Issuer/Plan Compliance	CGI Plan Management	Retain historical compliance tracking information	W	6.1.3 Plan Management	
PM-113	Monitor Issuer/Plan Compliance	CGI Plan Management	Provide a compliance dashboard to indicate compliance analysis progress on issuers/plans and the results of the compliance analysis through the compliance process	W	6.1.3 Plan Management	outside of scope to date
PM-114	Monitor Issuer/Plan Compliance	CGI Plan Management	Provide a Performance indicator dashboard to aggregate performance data and display summary performance information by Issuer/Plan	W	6.1.3 Plan Management	outside of scope to date - probably overkill in VT
PM-115	Monitor Issuer/Plan Compliance	CGI Plan Management	Calculate a quality rating for each plan according to a methodology determined by the Exchange.	W	6.1.3 Plan Management	
PM-116	Monitor Issuer/Plan Compliance	CGI Plan Management	Retain historical plan quality ratings	W	6.1.3 Plan Management	
PM-117	Monitor Issuer/Plan Compliance	OneGate	Display the most current quality rating for each plan on the consumer website.	W	6.1.2 Individual Enrollment	

Plan Management Requirements Traceability Matrix

Req ID	Req Description	System	Business Process	Business Data	Business Rules	Business Logic	Business Constraints	Business Exceptions	Business Comments
PM-118	Plan Management	Monitor Issuer/Plan Compliance	CGI Plan Management	Produce electronic or paper notices for Issuers indicating the results of the compliance and quality reviews, i.e. the compliance and quality rating determination	W	6.2.3 Plan Management			Assumed to be done through SERRF, then inherited by the Exchange solution or manually
PM-119	Plan Management	Maintain Operational Data	CGI Plan Management	The system must accept electronic issuer complaint data in a secure manner, from the Insurance Division on a monthly basis.	W	6.1.3 Plan Management			Assumed to be done through SERRF, then inherited by the Exchange solution or manually
PM-120	Plan Management	Maintain Operational Data	CGI Plan Management	Provide the ability to receive, store and track electronic issuer and Plan complaint data from the appropriate CMS system for plan management and fiscal management functions on a periodic basis. Complaint data can include: - Issuer - Plan	W	6.2.3 Plan Management			
PM-121	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide web-based interface for Exchange consumers, providers, brokers, navigators, etc. to enter complaints about Exchange issuers and/or Plans will capture complaint data including: - Exchange user id (for consumers, navigators, etc.) - Provider id (for providers) - Issuer	W	6.2.3 Consumer Assistance General			We haven't explored systems to track complaints from issuers.
PM-122	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide automatic electronic notification of receipt for complaints submitted through the web interface.	W	6.2.3 Consumer Assistance General			Would this move to Customer Assistance? Why in Plan Management?
PM-123	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Allow Exchange users such as consumers, navigators, etc. to log into their Exchange account to post/submit a complaint	W	6.2.3 Consumer Assistance General			Would this move to Customer Assistance? Why in Plan Management?
PM-124	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide the ability to accept electronic issuer/Plan complaint data in secure manner, from Exchange issuers on a periodic basis. Complaint data can include: - Issuer - Plan Involved - Number and Type of Complaint	W	6.2.3 Consumer Assistance General			Would this move to Customer Assistance? Why in Plan Management?
PM-125	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Track and manage complaints for the Exchange	W	6.2.3 Consumer Assistance General			Would this move to Customer Assistance? Why in Plan Management?
PM-126	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Use a common, standard format for complaint data from all sources to facilitate merging complaint data for analysis.	W	6.2.3 Consumer Assistance General			Would this move to Customer Assistance? Why in Plan Management?

Plan Management Requirements Traceability Matrix		Business Justification	Priority	Category	VT Comments	
PM-127	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Allow complaint managers to classify complaints by attributes to support triaging complaints for action or referral	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-128	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Retain the source of the complaint (i.e. provider, issuer, Insurance Division, etc.) and the date received	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-129	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Users must have a way to aggregate or combine multiple versions of the same complaint or relate multiple complaints to a single complaint case	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-130	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Track and manage activities related to researching and addressing complaints from complaint receipt to completion/resolution of a complaint including who took action, what the action was, relevant dates, communication tracking, contacts, etc.	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-131	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide the capability to auto-assign a complaint to a complaint worker or account manager based on information provided in the complaint	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-132	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Notify a complaint worker that a complaint has been assigned/routed to that person	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-133	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Allow reassignment of a complaint to a new complaint worker	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-134	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide queries/reports to track and manage complaint workload, disposition, assignments and status	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?
PM-135	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide sorts/reports/queries to support summarizing and analyzing complaints and complaint trends by a variety of complaint data attributes.	6.2.3 Consumer Assistance General W	Would this move to Customer Assistance? Why in Plan Management?

Plan Management Requirements Traceability Matrix							VT Comments
PM-135	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Publish approved complaint data summaries on the Exchange web portal for customer review, and to support transparency.	W	6.2.3 Consumer Assistance General	Would this move to Customer Assistance? Why in Plan Management?
PM-137	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Provide electronic Exchange Issuer complaint data to the Insurance Division on a periodic basis. Complaint data can include: - Issuer - Number of complaints - Complaint type Provide the capability to send an electronic complaint referral to: - An Issuer - OIC - Eligibility case/complaint workers - Exchange customer service	W	6.2.3 Consumer Assistance General	Would this move to Customer Assistance? Why in Plan Management?
PM-138	Plan Management	Maintain Operational Data	Siebel Public Sector CRM	Allow issuers to submit new/changed marketing and Enrollee communication materials	W	6.1.3 Plan Management	How does this concept of Content Management tie/relate to OneState's online portal experience?
PM-139	Plan Management	Maintain Operational Data	CGI Plan Management	Receive electronic files of marketing materials from Issuers	W	6.1.3 Plan Management	not currently in scope
PM-140	Plan Management	Maintain Operational Data	CGI Plan Management	Allow users must be able to classify marketing materials from Issuers	W	6.1.3 Plan Management	not currently in scope
PM-141	Plan Management	Maintain Operational Data	CGI Plan Management	Score and track electronic files of marketing materials from Issuers	W	6.1.3 Plan Management	not currently in scope
PM-142	Plan Management	Maintain Operational Data	CGI Plan Management	Allow Plan Management staff to view electronic files of marketing materials	W	6.1.3 Plan Management	not currently in scope
PM-143	Plan Management	Maintain Operational Data	CGI Plan Management	Track review and approval activities related to review of marketing materials	W	6.1.3 Plan Management	not currently in scope
PM-144	Plan Management	Maintain Operational Data	CGI Plan Management		W	6.1.3 Plan Management	not currently in scope

Plan Management Requirements Traceability Matrix

Req ID	Req Description	Req Category	Req Type	Req Status	Req Priority	Req Impact	Req Origin	Req Comments
PM-145	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-146	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-147	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-148	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-149	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-150	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-151	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-152	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			
PM-153	Maintain Operational Data	CGI Plan Management	W	6.1.3 Plan Management	not currently in scope			



Plan Management Requirements Traceability Matrix									
Req. Code	Req. Category	Req. Description	Req. Type	Req. Sub-Category	Req. Text	Req. Category	Req. Sub-Category	Req. Text	Req. Comments
PM-163	Plan Management	Maintain Operational Data	CGI Plan Management	Provide ability for Insurance issuer staff to view Provider information, update as needed and add additional data. It is anticipated that issuers will have access to less Plan data fields that Exchange staff. Data may include: - Plan Contact Information - Call Center Information	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-164	Plan Management	Maintain Operational Data	CGI Plan Management	Notify authorized Exchange users when an Issuer has updated any Issuer, plan and provider data	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-165	Plan Management	Maintain Operational Data	CGI Plan Management	Provide the ability for authorized Exchange user to view changes made by a Issuer to Issuer, Plan and Provider data	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-166	Plan Management	Maintain Operational Data	CGI Plan Management	Provide ability for an authorized Exchange user to authorize changes made by a Issuer to be posted to the exchange.	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-167	Plan Management	Maintain Operational Data	CGI Plan Management	Store and track historical Issuer administrative data	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-168	Plan Management	Maintain Operational Data	CGI Plan Management	Provide ability for Issuers to electronically submit transparency and quality data such as: - Issuer Identifier - Transparency/quality Information: - Payment policies and practices - Financial disclosures	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-169	Plan Management	Maintain Operational Data	CGI Plan Management	Provide the ability to receive electronic documents of transparency or quality information from issuers	W	6.1.3 Plan Management			I don't understand the grand plan here. Are we planning to maintain a provider index through the exchange or coordinate with the larger enterprise?
PM-170	Plan Management	Maintain Operational Data	Business Objects	Provide tools/sorts/reports/queries to support summarizing and analyzing transparency and quality data	S	6.1.7 Reporting			
PM-171	Plan Management	Maintain Operational Data	CGI Plan Management	The system must be able to track the review steps and progress of transparency and quality data analysis including: - When information was received - Analytical steps - Process status	W	6.1.3 Plan Management			

Plan Management Requirements Traceability Matrix

Req ID	Req Description	Process	CGI	Implementation	Requirement	Test Case	VT Comments
PM-172	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Issues must be able to electronically communicate a plan enrollment change to the Exchange system. Data required will include: - Enrollment availability status - Change justification - Effective dates	W	6.1.3 Plan Management		
PM-173	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	The Insurance Division must be able to electronically communicate a plan enrollment change to the Exchange system. Data required will include: - Enrollment availability status - Change justification - Effective dates	W	6.1.3 Plan Management		
PM-174	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Provide the ability to record the request for change in product availability including: - Issuer Identifier - Plan Identifier - Plan Changes Effective Date - Changed Plan Information:	W	6.1.3 Plan Management		
PM-175	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Provide automatic notification to authorized Exchange users indicating that an enrollment request has been received.	W	6.1.3 Plan Management		
PM-176	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Provide the Exchange Plan Account Manager with the ability to review enrollment change request data and electronically approve or disapprove the enrollment notification or request.	W	6.1.3 Plan Management		
PM-177	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Upon approval of the enrollment change request, generate an electronic notification to the Insurance Division indicating the plan enrollment status	W	6.1.3 Plan Management		
PM-178	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Upon approval of the enrollment change request, generate an electronic notification to Exchange issuers indicating the plan enrollment status	W	6.1.3 Plan Management		
PM-179	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Upon approval of the enrollment change request, generate an electronic notification to registered Navigators/Brokers indicating the plan enrollment status	W	6.1.3 Plan Management		
PM-180	Plan Management Process Change in Plan Enrollment Availability	CGI Plan Management	Upon approval of the enrollment change request, send an update transaction to the appropriate CMS system for plan management and fiscal management functions indicating the plan enrollment status change and other information required by CMS	W	6.1.3 Plan Management		

VT Comments

**Plan Management Requirements Traceability Matrix**

Req. Code	Category	Sub-Category	Requirement Description	Concepts (W, N, P, S)	Business/Regulatory/Market/Other	Comments/Clarifications	Dependencies	VT Comments
PM-181	Plan Management	Process Change in Plan Enrollment Availability	CGI Plan Management	W	6.1.3 Plan Management			
PM-182	Plan Management	Process Change in Plan Enrollment Availability	CGI Plan Management	W	6.1.3 Plan Management			I don't understand this requirement
PM-183	Plan Management	Issuer Account Mgt	Identity Management	W	6.2 Technical			
PM-184	Plan Management	Issuer Account Mgt	CGI Plan Management	W	6.1.3 Plan Management			Not in VT. We list them if they're selected
PM-185	Plan Management	Issuer Account Mgt	CGI Plan Management	W	6.1.3 Plan Management			
PM-186	Plan Management	Issuer Account Mgt	CGI Plan Management	W	6.1.3 Plan Management			When selected
PM-187	Plan Management	Issuer Account Mgt	CGI Plan Management	W	6.1.3 Plan Management			
PM-188	Plan Management	Issuer Account Mgt	CGI Plan Management	W	6.1.3 Plan Management			
PM-189	Plan Management	Review Rate Increase Justifications	CGI Plan Management	W	6.1.3 Plan Management			n/a

Plan Management Requirements Traceability Matrix

Req. ID	Req. Description	Business Objectives	System Requirements	Implementation	Reporting	Comments	
PM-190	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Allow quarterly new enrollee 'trend up' rates to be submitted and stored, including the trend up dates in which the rates would become active.	W	6.1.3 Plan Management	n/a
PM-191	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Provide the ability to turn a trend up rate on or off, i.e. allow an issuer to submit a trend up rate but choose not to use it later.	W	6.1.3 Plan Management	n/a
PM-192	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Screen submitted rate and benefit data and provide formatting error information back to the issuer if data format is not correct	W	6.1.3 Plan Management	n/a
PM-193	Plan Management Justifications	Review Rate Increase	Business Objects	Provide submitted rate and benefit data to the Insurance Division system and CMS electronically	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
PM-194	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Provide the ability for authorized users to view and utilize proposed rate and benefit data during the analysis of rate justifications.	W	6.1.3 Plan Management	n/a
PM-195	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Provide the ability for users to track the steps/progress of rate justification analysis, including steps completed / not completed and dates	W	6.1.3 Plan Management	n/a
PM-196	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Allow users to track communications with issuers and Insurance Division to support the analysis/negotiations process	W	6.1.3 Plan Management	n/a
PM-197	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Provide comparisons between current and proposed rates and plan benefits	W	6.1.3 Plan Management	n/a
PM-198	Plan Management Justifications	Review Rate Increase	CGI Plan Management	Provide the ability to receive/store/track multiple rate change justifications if multiple are submitted during the negotiation process or after a rate change denial.	W	6.1.3 Plan Management	n/a

VT Comments

Plan Management Requirements Traceability Matrix

Plan Management	Review Rate Increase Justifications	CGI Plan Management	If a rate increase is denied, generate a denial notice to the issuer both electronically, and as a formal notice that can be mailed.	W	6.1.3 Plan Management	VT Comments
PM-199	Plan Management	CGI Plan Management	If a rate increase is denied, generate a denial notice to the issuer both electronically, and as a formal notice that can be mailed.	W	6.1.3 Plan Management	n/a
PM-200	Plan Management	CGI Plan Management	Upon approval of rate increase, generate an approval notice to the issuer both electronically, and as a formal notice that can be mailed.	W	6.1.3 Plan Management	n/a
PM-201	Plan Management	CGI Plan Management	Upon rate increase approval, update certification agreement data and relevant rate and benefit data, effective dates.	W	6.1.3 Plan Management	n/a
PM-202	Plan Management	CGI Plan Management	Upon rate approval, send updated plan/rate/benefit data to the appropriate CMS system for plan management and fiscal management functions for determination of silver plans.	W	6.1.3 Plan Management	n/a
PM-203	Plan Management	CGI Plan Management	Provide the ability to receive and process second lowest cost silver plan ratings from the appropriate CMS system for plan management and fiscal management functions. - Issuer Identifier - Plan Identifier - Rate Data	W	6.1.3 Plan Management	n/a
PM-204	Plan Management	CGI Plan Management	Allow the authorized user to publish finalized rates and benefits data to the public facing Exchange.	W	6.1.3 Plan Management	n/a
PM-205	Plan Management	CGI Plan Management	Track communications with issuers and the Insurance Division to support the rate review analysis/negotiation process	W	6.1.3 Plan Management	n/a
PM-206	Plan Management	CGI Plan Management	Track if a rate increase denial is being appealed by an issuer (upon notification by the issuer).	W	6.1.3 Plan Management	n/a
PM-207	Plan Management	CGI Plan Management	Provide ability for issuers to re-submit rate and/or benefit information based on Request	W	6.1.3 Plan Management	n/a

Plan Management Requirements Traceability Matrix

Req. Code	Req. Description	Business Process	System Function	Business Rule	Priority	Requirement ID	Comments
PM-208	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Perform data validation checks on revised rate and/or benefit data and notify issuer if additional corrections are required	W	6.1.3 Plan Management	n/a
PM-209	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Provide a notification to issuer to submit final Attestation	W	6.1.3 Plan Management	
PM-210	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Provide issuers with ability to submit final Attestation	W	6.1.3 Plan Management	
PM-211	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Capture, store and track issuer's final Attestation	W	6.1.3 Plan Management	
PM-212	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Determine if issuer provided rate and/or benefit data and information revisions within the designated time-frame	W	6.1.3 Plan Management	n/a
PM-213	Plan Management	Revise Rate and Benefit Data	CGI Plan Management	Provide electronic and hard-copy notification to issuer of QHP rate/benefit data and information revision acceptance	W	6.1.3 Plan Management	n/a

SHOP Requirements Traceability Matrix

		JIT Comments						
SH-1	Prepare Employer Application	OneGate	W	6.1.4 SHOP	Provide field level help for each preliminary questionnaire and application data element that includes description and required data format.			
SH-2	Prepare Employer Application	OneGate	W	6.1.4 SHOP	Provide capability for employers to access in-depth online help during the preliminary questionnaire process; provide the tools to educate Employers on the services provided within the Exchange.	Need to balance with Broker/Plan and in person assistance support options to reduce scope for delivery timing. (this is broad as is to begin with)		
SH-3	Prepare Employer Application	Siebel Public Sector CRM	S	6.2.3 Customer Assistance General	Provide capability for employers to request further assistance through Chat Support (online representative) during the preliminary questionnaire process.	Chat out of scope		
SH-4	Prepare Employer Application	OneGate	S	6.1.4 SHOP	Provide multiple methods for an employer to build an employee roster through the application process (e.g. manual entry, file upload, etc.)			

SHOP Requirements Traceability Matrix

VI Comments						
Requirement ID	Requirement Description	Plan Selection/ Employer Application	OneGate	Comments	Section	Notes
SH-5	SHOP	Plan Selection/ Employer Application	OneGate	Generate a request to initiate the employer selection of qualified health plan during the application process.	S	6.1.4 SHOP
SH-6	SHOP	Plan Selection	OneGate	Provide the capability to calculate an estimate as to whether a premium might exceed the affordability scale for a given employee income, so that the employer may know the likelihood of receiving a tax penalty for offering unaffordable insurance.	S	6.1.4 SHOP
SH-7	SHOP	Plan Selection	OneGate	Based on carrier and plan information gathered, display plan cost and availability based on initial questionnaire completed by the employer.	S	6.1.4 SHOP
SH-8	SHOP	Plan Selection	OneGate	As a default, only display health plans that have been certified by the Exchange, are open to additional enrollment, and are available in the employer's geographic area.	W	6.1.4 SHOP

The employer is not selecting the health plan, employer is selecting an employee choice model. The calculator function is still a requirement as a comparison and planning tool.

the calculation should include employer contribution amounts & the employee premium and employee cost sharing.

community rating, all plans offered must be certified by DFR/contracted with DVHA, or deemed certified by OPM and must cover the whole state.

SHOP Requirements Traceability Matrix

		VT Comments				
SH-9	Plan Selection	OneGate	Display actual plan cost based on applicable rating factors (consumers covered, age, geography, etc.) provided by the employer during the application process.	W	6.1.4 SHOP	VT will have community rating. Individuals covered will be a rating factor in determining tier.
SH-10	Plan Selection	OneGate	Provide capability to display a detailed comparison of available health plans based on employer preferences, including product categories.	S	6.1.4 SHOP	
SH-11	Plan Selection	OneGate	Provide capability to display a detailed quality and cost comparison of all available health plans based on information (e.g. gender, age, smoking) about employees and employee dependents listed in the employee roster.	W	6.1.4 SHOP	community rating in VT, these type comparisons: age gender smoking are not permitted in VT.
SH-12	Plan Selection	OneGate	Provide capability for employers to adjust employer preferences and update display / comparison of available qualified health plans. This capability includes the ability to further refine or constrain filtering criteria to either display a greater or lesser number of plan choices, and the ability to view all available plans based on a specified tier.	S	6.1.4 SHOP	

SHOP Requirements Traceability Matrix

		VT Comments					
SH-13	SHOP	Plan Selection	OneGate	Provide capability for an employer to select QHP(s), or a tier, and initiate the participation process.	S	5.1.4 SHOP	Need to align with VT Employer Choice model options, or a full choice menu
SH-14	SHOP	Plan Selection	OneGate	Provide functionality to have a small business tax calculator available to small employers.	S	6.1.4 SHOP	
SH-15	SHOP	Plan Selection	OneGate	Once a plan, plans or a tier is selected, direct an employer to instructions on payment remittance for monthly premiums and coordinating the benefit election process with employees.	W	6.1.4 SHOP	VT will allow employers to select a full menu of plans for employees.
SH-16	SHOP	Plan Selection	OneGate	If applicable, display an adjusted plan final cost based on small business tax credit eligibility, enumerating the costs prior to the small business tax credit, the projected savings for the employer from the small business tax credit and the final costs to the employer expected with the small business tax credit.	S	6.1.4 SHOP	

SHOP Requirements Traceability Matrix

				VT Comments
SH-17	SHOP	Plan Selection	OneGate	For informational purposes only, provide ability to generate on-screen notification to employers who select a Small Business Tax Credit of the possibility of tax penalties / liabilities at time of tax filing should their business size or income change.
				W
				6.1.4 SHOP
SH-18	SHOP	Plan Selection	OneGate	Provide an online calculator for an employer to estimate potential eligibility as well as potential tax credit under the 4 tiers of qualified health plan benefits.
				S
				6.1.4 SHOP
SH-19	SHOP	Employer/Employee Application	OneGate	Provide capability to accept paper documents for SHOP, such as employer / employee applications and verifications.
				W
				6.1.4 SHOP
SH-20	SHOP	Employer Application	OneGate	Allow verified individuals to complete employer applications on behalf of the employer (i.e. an administration or finance department/personnel, etc.)
				S
				6.1.4 SHOP

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix		JIT Comments						
SH-21	SHOP	Employer Application	OneGate	Provide a single, online employer application for SHOP	S	6.1.4 SHOP		
SH-22	SHOP	Employer Application	OneGate	During the Application Process, prompt the Employer to enter the exact business name associated with the EIN.	S	6.1.4 SHOP		Why exact business name and not a business EIN and approval code? Not accepting "Louies Towing" versus "Louie's Towing" would be poor user experience
SH-23	SHOP	Employer Application	OneGate	Provide the capability to differentiate / track full-time employees versus part-time/hourly employees in the employee roster.	S	6.1.4 SHOP		
SH-24	SHOP	Employer Application	OneGate	Validate field-level information for correct data format and completeness	S	6.1.4 SHOP		Need to define rules by field type

SHOP Requirements Traceability Matrix

		Comments									
Req ID	Req Description	Req Type	Req Category	Req Status	Req Priority	Req Sub-Category					
SH-25	Employer Application Locate Conduct validation of mailing addresses provided in applications (using external Postal Address validation service)	Employer Application	Locate	S	6.2 Technical						Optional - or some other service or process
SH-26	Employer Application OneGate For employers who do not have an EIN, allow the application process to proceed (e.g. businesses in the process of obtaining an EIN, etc.) Per the 30-day validation process, allow for the suspense of eligibility if EIN remains un-verified.	Employer Application	OneGate	W	6.1.4 SHOP						
SH-27	Employer/Employee Application OneGate Within the employer and employee application, the Exchange shall validate field-level information for format and completeness	Employer/Employee Application	OneGate	S	6.1.4 SHOP						
SH-28	Employer Application OneGate Provide capability to utilize / create a single client identifier for the Exchange and use that identifier to locate the employer at the point of application / account creation / renewals, etc., as applicable.	Employer Application	OneGate	S	6.1.4 SHOP						

SHOP Requirements Traceability Matrix

		VET Comments	
SH-29	Employer Application	OneGate	<p>Prior to the creation of a new employer account, the Exchange shall determine if an existing user account is present based on matching criteria provided in the application (e.g. EIN, name)</p> <p>S</p> <p>6.1.4 SHOP</p>
SH-30	Employer Application	N/A	<p>Provide capability to validate employee SSNs submitted through the employer application (employee roster).</p> <p>N/A</p> <p>6.2 Technical</p> <p>In accordance with RFP Amendment 2 Question 171, this requirement is deleted</p> <p>Does VT require this? this is not a requirement at this point in this process. Employees need only be identified as being offered coverage by the employer.</p>
SH-31	Employer Application	Oracle Identity Manager	<p>Create user name and password for each employee listed on employee roster.</p> <p>N/A</p> <p>W</p>
SH-32	Employer Application	OneGate	<p>Allow employer-authorized broker/assistant to submit all or select data for Employer Application</p> <p>S</p> <p>6.1.4 SHOP</p>

SHOP Requirements Traceability Matrix

		M-Comments							
SH-33	SHOP	Employer Application	OneGate	Capture broker/assistant of record in the employer and account information	S	6.1.4 SHOP			
SH-34	SHOP	Employer/Employee Application	OneGate	At the point when an employer builds an initial employee roster, the SHOP Exchange will not need to establish unique individual identifiers utilizing the eligibility and enrollment database. However, when employees utilize the exchange after notification from their employers, the Exchange should check for an existing unique identifier / account. If one does not exist, the Exchange will facilitate the creation of a new unique identifier.	C	6.1.4 SHOP	CGI will build interfaces between OneGate and the Identity Management Solution to provide this capability.	Yes, Required	
SH-35	SHOP	Employer/Employee Application	OneGate	During the application process, user accounts shall be created that include the following: - User unique identifier - User demographic information - Application status - Existing program eligibility (Small Business Tax Credit (For Profit or Tax Exempt), SHOP Eligibility)	S	6.1.4 SHOP			
SH-36	SHOP	Employer/Employee Application	OneGate	Support the creation of a user account for both employers and employees that defines a user-defined, user name and password.	S	6.1.4 SHOP			

SHOP Requirements Traceability Matrix		Plan Selection		OneGate	Update an employer's account to reflect plan selection and the effective projected plan-year.	S	6.1.4 SHOP		VI Comments
SH-37	SHOP	Communicate Options to Employees	OneGate	OneGate	Provide the capability for the employer to generate a packet of critical information to distribute to the employee.	W	6.1.4 SHOP		Need to define Packet.
SH-38	SHOP	Communicate Options to Employees	OneGate	OneGate	Upon submittal of initial Employer Application, provide email or written notification to employees (as identified on the employee roster) to elect for or opt-out of employer sponsored coverage. Notification should also provide instructions and information to the employee about the open enrollment period and SHOP website access.	W	6.1.4 SHOP		
SH-39	SHOP	Verify Employer Data on Eligibility Application	OneGate	OneGate	Provide capability to generate a request to the DUR to verify an employer's size. (e.g. using EIN, HBI, actual payroll, Master Business License Application, income tax documents, etc.)	W	6.1.4 SHOP		Dept of Labor? Not sure DOL is capable of a system call. Manual verification maybe with DOL.
SH-40	SHOP								

SHOP Requirements Traceability Matrix							VT Comments
SH-41	SHOP	Verify Employer Data on Eligibility Application	OneGate	Provide the capability to initiate a manual verification process when additional verification of employer size is required. (e.g. using EIN, HBI, actual payroll, Master Business License Application, income tax documents, etc.)	F	6.1.4 SHOP	This functionality will be included in the April 2013 release
SH-42	SHOP	Verify Employer Data on Eligibility Application	OneGate	Display the result of the verification provided by DLIR; provide means for an employer to dispute, call into question or appeal the validity of data from authoritative sources	F	6.1.4 SHOP	This functionality will be included in the April 2013 release
SH-43	SHOP	Verify Employer Data on Eligibility Application	OneGate	Provide capability to electronically store documents submitted for verification of employer size, business address, coverage, and number of full-time employees.	S	6.1.4 SHOP	
SH-44	SHOP	Verify Employer Data on Eligibility Application	OneGate	Track status of employer size verification based on the following: - Verified - Not verified - Pending Review	S	6.1.4 SHOP	

SHOP Requirements Traceability Matrix

		V2 Comments				
SH-45	Verify Employer Data on Eligibility Application	OneGate	<p>Provide capability to produce a mailed, written notice to the employer to provide additional verifications (notices are sent out nightly in batch); the automated written notice shall include:</p> <ul style="list-style-type: none"> <li>- Employer name</li> <li>- Address</li> <li>- Unique identifier, potentially</li> <li>- Employer EIN</li> <li>- Information requested</li> <li>- Due date based on date of initial application</li> </ul>	W	6.1.4 SHOP	
SH-46	Verify Employer Data on Eligibility Application	OneGate	<p>When additional verification is required, provide on-screen notification to employer to supply additional verifications through the Exchange.</p>	S	6.1.4 SHOP	
SH-47	Verify Employer Data on Eligibility Application	OneGate	<p>Update user / employer account status based on updated results for employer size, business address, coverage and number of full time employees</p>	W	6.1.4 SHOP	
SH-48	Verify Employer Data on Eligibility Application	OneGate	<p>Provide capability to generate a request to the Information Source To Be Determined (TBD) to verify Business Address or Worksite.</p>	W	6.1.4 SHOP	

SHOP Requirements Traceability Matrix		VI Comments	
SH-49	Verify Employer Data on Eligibility Application	OneGate	Provide the capability to initiate a manual verification process when additional verification of Business Address or Worksite is required.
SHOP		W	6.1.4 SHOP
SH-50	Verify Employer Data on Eligibility Application	OneGate	Display the result of the verification provided by information Source TBD; provide means for an employer to dispute, call into question or appeal the validity of data from authoritative sources
SHOP		C	6.1.4 SHOP
SH-51	Verify Employer Data on Eligibility Application	OneGate	Provide capability to electronically store documents submitted for Business Address or Worksite verification.
SHOP		S	6.1.4 SHOP
SH-52	Verify Employer Data on Eligibility Application	OneGate	Track status of verification separately for employer size, business address, coverage and number of full time employees based on the following: - Verified - Not verified - Pending Review
SHOP		S	6.1.4 SHOP

SHOP Requirements Traceability Matrix

		VT Comments	
SH-53	Verify Employer Data on Eligibility Application	OneGate	Produce a mailed, written notice to the employer to provide additional verifications (notices are sent out nightly in batch); the automated written notice shall include: - Employer name - Address - Unique identifier, potentially - Employer EIN - Information requested - Due date based on date of initial application
	SHOP		6.1.4 SHOP
SH-54	Verify Employer Data on Eligibility Application	OneGate	When additional verification is required, provide on-screen notification to employer to supply additional verifications through the Exchange.
	SHOP		6.1.4 SHOP
SH-55	Verify Employer Data on Eligibility Application	OneGate	Provide capability to generate a request to the Information Source To Be Determined (TBD) to verify Coverage Offered to all Full Time Employed Employees, if applicable.
	SHOP		6.1.4 SHOP
SH-56	Verify Employer Data on Eligibility Application	OneGate	Provide the capability to initiate a manual verification process when additional verification of Coverage Offered to all Full Time Employed Employees is required.
	SHOP		6.1.4 SHOP



SHOP Requirements Traceability Matrix

		VT Guarantees		Yes, Required		May not be required		Why would they be pending?		Yes, need to determine this through VT Premium Processing solution	
SH-61	Determine Employer Eligibility	OneGate	S	6.1.4 SHOP							
SH-62	Plan Selection	OneGate	W	6.1.4 SHOP							
SH-63	Plan Selection	OneGate	W	5.1.4 SHOP							
SH-64	Plan Selection / Employee Enrollment	Healthtration	S	5.1.5 Financial							

SHOP Requirements Traceability Matrix

Requirement ID	Requirement Description	OneGate	Traceability	6.1.4 SHOP	6.1.4 SHOP	6.1.4 SHOP	6.1.4 SHOP
SH-65	Employer Contribution	OneGate	Provide the capability to determine participation rates of an employer's employees. Provide the capability to share this information with issuers.	S			
SH-66	Employer Contribution	OneGate	Once plan costs are finalized along with the Employee Census, provide onscreen and written notification to the employer, with summary and detailed cost information.	W			
SH-67	Employer Contribution	OneGate	Following the enrollment of an employer's employees selecting plan(s) for themselves and any dependents, the employer shall have the capability to view and confirm the costs imparted upon the employer.	S			The idea is to allow an employee to buy up a level if an employer chooses a level, and to base the employer contribution on a reference premium beforehand so the employer knows his costs beforehand.
SH-68	Employer Contribution	OneGate	When plan costs to the employer are finalized, the SHOP Exchange shall provide the flexibility for the Employer to review and compare alternative plans.	S			

SHOP Requirements Traceability Matrix

Requirement ID	Requirement Description	Product	Version	Traceability	Comments
SH-69	Employer Contribution Allow configuration for setting up different types of employer contributions such as percentage of the cost, a dollar value, metal levels, or other options	OneGate	6.1.4 SHOP	S	
SH-70	Employer Contribution Provide decision support tools, including an online calculator that supports what-if scenarios	OneGate	6.1.4 SHOP	S	
SH-71	Employer Contribution Recognize future coverage, and manage the effective date based on future coverage information	OneGate	6.1.4 SHOP	F	Will be part of the April 2013 release
2	Employer Contribution Allow employer contribution to be based on multiple employee choice models, including choice within a tier, choice within a carrier, or full employee choice	OneGate	6.1.4 SHOP	S	

**SHOP Requirements Traceability Matrix**

		VT Comments	
SH-73	Employer Contribution	OneGate	Allow employers to provide a contribution for employees to select a plan on the Individual Exchange
	SHOP	F	6.1.4 SHOP Will be part of the April 2013 release
SH-74	Employer Contribution	OneGate	Allow employers to use wage information to compare coverage options to alternatives available to their employees in the Individual Exchange
	SHOP	F	6.1.4 SHOP Will be part of the April 2013 release
SH-75	Plan Selection / Employee Enrollment	Healthation	Upon acceptance of final offer from carrier to employer and collection of 1st month's premium payment, generate enrollment transaction to a carrier.
	SHOP	S	6.1.5 Financial Yes, VT will only enroll after first payment is received
SH-76	Employer / Employee Termination	OneGate	Provide capability to provide termination notices in multiple forms, including in email and paper form.
	SHOP	W	6.1.4 SHOP Terminations assumed to be executed by issuers based on data provided to issuers from VT Exchange

SHOP Requirements Traceability Matrix

		IT Comments							
SH-77	SHOP	Employer / Employee Termination	OneGate	Allow SHOP Employers to identify/manage the employees within the Exchange	S	6.1.4 SHOP			
SH-78	SHOP	Employer Termination	OneGate	Provide capability to provide notifications (i.e. termination notice, billing notices) as imaged documents during the employer's activities and for the employer to be able to view at a later date.	W	6.1.4 SHOP			
SH-79	SHOP	Employer Termination	OneGate	Provide capability to administer COBRA, supporting these enrollments and disenrollments.	W	6.1.4 SHOP	Our solution will display COBRA plans assuming they are provided in a format which can be stored in Plan Management and that no unique processing rules apply.		Requires integration with Carriers
SH-80	SHOP	Employer Termination	OneGate	Provide the capability for an employer to request a voluntary termination from QHP(s) at any time.	S	6.1.4 SHOP			Need to determine if this is in scope for VT

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix		V.P. Components	
SH-81	Employer / Employee Termination	OneGate	6.1.4 SHOP
	SHOP		
SH-82	Employer Termination	OneGate	6.1.4 SHOP
	SHOP		
SH-83	Employer Termination	OneGate	6.1.4 SHOP
	SHOP		
SH-84	Employer Termination	OneGate	6.1.4 SHOP
	SHOP		

SHOP Requirements Traceability Matrix

		VI Comments	
SH-85	SHOP	OneGate Update user accounts based on termination notification from issuers or terminations initiated by the Exchange.	W 6.1.4 SHOP
SH-86	SHOP	OneGate Employer Termination Prepare a notice to CMS with a minimum dataset of information regarding an employer's voluntary termination from a qualified health plan through the Exchange. This information may be used for small business tax credits, as well as for individual mandates, etc., as applicable.	F 6.1.4 SHOP OneGate will provide an unconfigured trigger to the notifications solution to generate notifications. OneGate will also pass in the necessary data to the notifications solution to generate notifications. This will be available in the April 2013 release.
SH-87	SHOP	OneGate Employer Termination Provide capability to receive electronic notifications from issuers regarding involuntary terminations and initiate termination process.	W 6.1.4 SHOP
SH-88	SHOP	OneGate Employer Termination If an employer has an involuntary termination through the Exchange, produce an electronic notification to the employer to inform the employer of the employer termination.	W 6.1.4 SHOP

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix					V Comments	
SH-89	Employer Termination	OneGate	Provide capability to produce two different notifications to employees during a involuntary employer termination, regarding the potential or actual termination of an employer.	W	6.1.4 SHOP	
SH-90	Employer Termination	OneGate	If conditions for an involuntary termination are present, initiate the termination process.	W	6.1.4 SHOP	
SH-91	Employer Termination	OneGate	If an employer has an involuntary termination through the Exchange, prepare communication to the issuer to terminate the employer.	W	6.1.4 SHOP	
SH-92	Employer Termination	OneGate	Update user accounts based on termination notification from issuers or terminations initiated by the Exchange.	W	6.1.4 SHOP	

SHOP Requirements Traceability Matrix

		Comments						
SH-93	SHOP	Employer Termination	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an employer's involuntary termination from a qualified health plan through the Exchange. This information may be used for small business tax credits, as well as for individual mandates, etc., as applicable.	F	6.1.1.4 SHOP	OneGate will provide an unconfigured trigger to the notifications solution to generate notifications. OneGate will also pass in the necessary data to the notifications solution to generate notifications. This will be available in the April 2013 release.	
SH-94	SHOP	Employer Termination	OneGate	Notify QHPs when an employer terminates coverage and ensure coverage is discontinued	W	6.1.4 SHOP		
SH-95	SHOP	Employer Termination	OneGate	Notify employees when an employer terminates coverage and ensure coverage is discontinued. Employees must be given a 30 day notice of termination.	W	6.1.4 SHOP		
SH-96	SHOP	Renewal	OneGate	Provide capability for employers to submit changes to key eligibility factors for the purpose of annual eligibility / participation renewal. Supported methods of reporting changes include written forms and web-based responses through the Exchange.	S	6.1.4 SHOP		

SHOP Requirements Traceability Matrix		IT Comments					
SH-97	Renewal SHOP	OneGate	Process employer responses to renew eligibility and initiate eligibility determination process if necessary. The Exchange shall review employer Exchange eligibility and shall have the capability to review small business tax credit eligibility. The Exchange will also have the capability to adjudicate mandatory / optionally reported changes and the resultant changes to eligibility and participation.	S	6.1.4 SHOP		
SH-98	Renewal	OneGate	Provide the capability to calculate a year-to-date average for premiums paid and monthly income for display to the employer at time of renewal.	W	6.1.4 SHOP		
SH-99	Employer Renewal SHOP	OneGate	Based on the availability of QHR(s), determine availability of an employer's current plan for the purposes of participation renewal.	S	6.1.4 SHOP		
SH-100	Employer Renewal SHOP	OneGate	If the employer's current plan(s) are no longer available, provide capability to automatically suggest employer participation for a default health plan(s) for a geographic area.	F	6.1.4 SHOP		This functionality will be available in the April 2013

SHOP Requirements Traceability Matrix

		VE COMMENTS	
Requirement ID	Requirement Description	Requirement ID	Requirement Description
SH-101	Update Employer Eligibility Application	6.1.4 SHOP	Provide capability for employers to submit changes to SHOP plan participation (selected plan(s), selected tier (optional), covered employers, etc.). Supported methods of enrollment changes include written forms and web-based responses through the Exchange.
SH-102	Renewal, Employee Enrollment	6.1.4 SHOP	Based on an employer's responses to enrollment renewal, assess responses for need to initiate enrollment into a new QHP or additional employers into an existing QHP.
SH-103	Renewal, Employee Enrollment	6.1.4 SHOP	Based on an employer's responses to enrollment renewal, process enrollment selections if possible.
SH-104	Renewal, Employee Enrollment	6.1.4 SHOP	Process notification notifying employer of coverage for employees. Also, communicate any next steps required by the employer.

**SHOP Requirements Traceability Matrix**

		PR Components	
SH-105	Employer Renewal	OneGate	Process employer renewal in a method very similar to the initial employer application, allowing for the submission of an updated employee roster, processing plan selection options based on preferences, and submitting notifications to the employer.
	SHOP		6.1.4 SHOP
SH-106	Update Employer Eligibility Application	OneGate	Based on employer status, determine eligibility for SHOP participation renewal (e.g. annual renewal).
	SHOP		6.1.4 SHOP
SH-107	Update Employer Eligibility Application	OneGate	Produce written notification / request for employers to verify key eligibility factors (continue to have a current EIN, etc.) for the purposes of annual eligibility / participation renewal and report changes if necessary.
	SHOP		6.1.4 SHOP
SH-108	Employer Renewal	OneGate	Produce a notice of annual open enrollment.
	SHOP		6.1.4 SHOP

**SHOP Requirements Traceability Matrix**



SH-109	SHOP	Employer Renewal	OneGate	Present opportunity for employer to log-in to initiate their renewal.	S	6.1.4 SHOP		
SH-110	SHOP	Appeal SHOP Eligibility Decision	OneGate	In all notices produced by the Exchange regarding eligibility determination, notify employers to their rights and responsibilities (including a right to appeal eligibility decisions).	W	6.1.4 SHOP		
SH-111	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability to capture information and details of a Employer complaint.	S	6.2.3 Consumer Assistance General		
SH-112	SHOP	Appeal SHOP Eligibility Decision	OneGate	Allow employers to review record of participation in the SHOP Exchange.	S	6.1.4 SHOP		

SHOP Requirements Traceability Matrix



SH-113	SHOP	Appeal SHOP Eligibility Decision	OneGate	Provide the flexibility to extend interim coverage or manage disenrollments based on events such as: - Flexible grace periods during enrollments and disenrollments (including during appeals process where final eligibility determination is not confirmed) - Retroactive eligibility or enrollment/disenrollment based on appeal results.	W	6.1.4 SHOP		
SH-114	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability for an employer to request an appeal to the employer eligibility decision.	S	6.2.3 Consumer Assistance General		
SH-115	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability to differentiate between appeals and complaints; default requests to complaints when received by employers unless specifically indicated as an appeal.	S	6.2.3 Consumer Assistance General		
SH-116	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability to capture, track, and disposition appeals in the Exchange (including status, assignments, and relevant case notes).	S	6.2.3 Consumer Assistance General		

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix						V7 Comments
SH-117	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability to refer or route appeal requests to entities outside of the Exchange such as an Independent Review Organization or Issuers.	W	6.2.3 Consumer Assistance General
SH-118	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide capability for an employer to view key employer account information (includes employer details as well as key eligibility factors used to determine eligibility).	S	6.2.3 Consumer Assistance General
SH-119	SHOP	Appeal SHOP Eligibility Decision	Siebel Public Sector CRM	Provide the capability to record the detailed results and supporting documentation that result from or support an appeals decision.	W	6.2.3 Consumer Assistance General
SH-120	SHOP	Appeal SHOP Eligibility Decision	OneGate	Generate a formal written notice informing an employer of the details of an appeal decision.	W	6.1.4 SHOP

SHOP Requirements Traceability Matrix						SI Comments
SH-121	Appeal SHOP Eligibility Decision	OneGate	Allow employers to request and receive a second appeal review process, providing very similar, if not the same, steps in the second appeal process as the first appeal process.	W	6.1.4 SHOP	
SHOP						
SH-122	Appeal SHOP Eligibility Decision	OneGate	Generate a notification to CMS of appeals decisions in which a renewal is denied.	W	6.1.4 SHOP	
SHOP						
SH-123	Renew / Redetermine Employer Participation	OneGate	Provide capability for employers to submit changes to employee roster (add / remove employees) in between redeterminations / renewals.	S	6.1.4 SHOP	
SHOP						
SH-124	Change Reporting	OneGate	Provide the capability for employers to submit changes to the employee rosters, using multiple methods (i.e. submission of files, completion of data fields, etc.)	S	6.1.4 SHOP	
SHOP						

SHOP Requirements Traceability Matrix

IT Consultants

SH-125	SHOP	Renew / Redetermine Employer Participation	OneGate	Upon reporting changes in offers of coverage to all Full Time Employees re-evaluate eligibility for participation in SHOP.	S	6.1.4 SHOP	
SH-126	SHOP	Periodic Reporting and Reconciliation	OneGate	Prepare and send communication to the employer regarding changes to the employer's employee roster.	W	6.1.4 SHOP	
SH-127	SHOP	Change Reporting/Periodic Reporting	OneGate	Provide capability for employers to check the status of employee QHP enrollment through the web portal.	S	6.1.4 SHOP	
SH-128	SHOP	Change Reporting/Periodic Reporting	OneGate	Provide capability to prepare and send information-only communication to the employer regarding potential changes to their Tax Credit Eligibility due to a change in the employee roster. Provide a link to IRS website for additional information regarding the Small Business Tax Credit.	S	6.1.4 SHOP	

SHOP Requirements Traceability Matrix

VT Comments

Requirement ID	Requirement Description	System	Category	Sub-Category	Priority	Impact	Dependencies	Notes
SH-129	Change Reporting/Periodic Reporting	OneGate	OneGate	OneGate	S	6.1.4 SHOP		Provide the capability to recalculate the employer's total cost based on reported changes to the employee roster.
SH-130	Update Employee Application	OneGate	OneGate	OneGate	S	6.1.4 SHOP		Provide the capability for employers to submit changes to the employer contact information.
SH-131	Update Employee Application	Healthation	Healthation	Healthation	W	6.1.5 Financial		Report employer contact information changes to the Issuer.
SH-132	Update Employee Application	OneGate	OneGate	OneGate	W	6.1.4 SHOP		Prepare and send communication to the employer regarding changes to the Employer contact information.

SHOP Requirements Traceability Matrix



SH-133	Renew / Redetermine Employer Participation	OneGate	Initiate the termination process if the employer is to be found no longer eligible for the Exchange.	W	6.1.4 SHOP		
SHOP	Renew / Redetermine Employer Participation	OneGate	Provide the capability for employers to submit changes about the employer's principal business address or primary worksite location.	S	6.1.4 SHOP		
SH-134	Renew / Redetermine Employer Participation	OneGate	Provide the ability to capture a reported change in the employer's principal business location and satellite offices.	W	6.1.4 SHOP		
SHOP	Renew / Redetermine Employer Participation	OneGate	Provide notification to employers when annual election period is approaching	W	6.1.4 SHOP		
SH-135	Renew / Redetermine Employer Participation	OneGate					
SH-136	Renew / Redetermine Employer Participation	OneGate					

SHOP Requirements Traceability Matrix		VT Comments	
SH-137	Renew / Redetermine Employer Participation	OneGate	Provide an immediate message to the employer warning about likely termination if they provide a primary worksite location or principal business address that is outside of the state.
		S	6.1.4 SHOP
SH-138	Renew / Redetermine Employer Participation	OneGate	Provide the capability to determine employer eligibility based on the employer's principal business location and satellite offices.
		W	6.1.4 SHOP
SH-139	Renew / Redetermine Employer Participation	OneGate	Provide the capability to re-evaluate an employer's eligibility for SHOP when a change is made to the employer's work location or satellite offices.
		W	6.1.4 SHOP
SH-140	Renew / Redetermine Employer Participation	OneGate	Prepare and send communication to the employer regarding changes to the Employer's worksite locations.
		S	6.1.4 SHOP
			We will permit coverage of employees whose primary worksite is in Vermont or out of state employers provided they meet contribution requirements.
			and principle worksite address of employees within VT.

SHOP Requirements Traceability Matrix

VJ Comments

SH-141	SHOP	Renew/Redetermine Employer Participation	OneGate	Brokers / Employer Agents shall have the ability to enter information and be provided services in a manner identical or very similar to that of the employer's.	S	6.1.4 SHOP	
SH-142	SHOP	Prepare Employee Application	OneGate	Provide the capability to identify Employers (or Employer's representatives like Human Resources, Administrative staff, etc.) if the Employers or Representatives are completing applications on behalf of an employee. Also, provide the capability for employers to update election status on behalf of their employees (i.e. log or complete the waiver process) while requiring employee approval/recognition.	W	6.1.4 SHOP	
SH-143	SHOP	Prepare Employee Application	OneGate	To confirm SHOP eligibility, first request that employee log-in with user name and password.	S	6.1.4 SHOP	
SH-144	SHOP	Prepare Employee Application	Oracle Identity Manager	Prompt employees to update all account information, including the password upon initial log in.	S	6.2 Technical	

SHOP Requirements Traceability Matrix

		Requirement		Test Case		Comments	
SH-145	Verify Employee Application Data	OneGate	Conduct a validation of SSN provided versus the name provided (i.e. validate against name on record with Social Security Administration database). Track any validations made.	W	6.1.4 SHOP		
SHOP	Verify Employee Application Data	OneGate	Provide capability to verify if employee exists on employee roster in order to verify an employee's coverage through an employer.	S	6.1.4 SHOP		
SH-146	Verify Employee Application Data	OneGate	Display the result of the verification process.	S	6.1.4 SHOP		
SHOP	Verify Employee Application Data	OneGate	Update user /employee account status based on updated employee coverage results	F	6.1.4 SHOP		This functionality will be available in the April 2013
SH-147	Determine Employee Eligibility	OneGate					
SHOP							
SH-148							
SHOP							

SHOP Requirements Traceability Matrix

MT Comments

Requirement ID	Requirement Description	OneGate	Employee Eligibility	OneGate	Requirement Description	Requirement ID
SH-149	Determine Employee Eligibility	OneGate	Determine Employee Eligibility	OneGate	Provide the capability to track the response / status of employees who have been offered employer-sponsored coverage. Key statuses to track include waiver of coverage / elected for coverage / non-participation.	6.1.4 SHOP
SH-150	Determine Employee Eligibility	OneGate	Determine Employee Eligibility	OneGate	Inform employees that may be eligible for subsidized coverage at a lower premium and allow for an individual eligibility determination.	6.1.4 SHOP
SH-151	Prepare Employee Application	OneGate	Prepare Employee Application	OneGate	Present an initial set of screening questions in the initial employee application process to identify the following applicant characteristics: - Employee name - Employee Address - Social security number - Other Employee Contact Information - Employer Name - Worksite Address	6.1.4 SHOP
SH-152	Prepare Employee Application	OneGate	Prepare Employee Application	OneGate	Provide the capability to use the model single employee application provided by HHS.	6.1.4 SHOP
SH-153						

This is up in the air at the moment but we would like to have. How did HI determine it had authority to do this?

SHOP Requirements Traceability Matrix

VE Comments

SH-153	Prepare Employee Application	OneGate	Provide additional language support in accordance with Exchange language support guidelines.	S	6.1.4 SHOP				
SH-154	Prepare Employee Application	OneGate	Provide field level help for each application data element that includes description and required data format.	S	6.1.4 SHOP				
SH-155	Prepare Employee Application	OneGate	Provide capability for employees to access in-depth online help during the application process.	S	6.1.4 SHOP				
SH-156	Prepare Employee Application	Siebel Public Sector CRM	Provide capability for employees to request further assistance through Chat Support (online assistance from a customer service representative) during the application process.	W	6.2.3 Consumer Assistance General				

SHOP Requirements Traceability Matrix

		VRF Comments	
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SH-157	Prepare Employee Application	OneGate	During the Application Process, prompt the Employee to enter the exact name associated with the SSN.	S	6.1.4 SHOP		
	SHOP						
SH-158	Prepare Employee Application	OneGate	If an application is initiated by a Navigator, the Exchange shall have the capability for the employee to attest that the information provided by the Navigator is accurate.	S	6.1.4 SHOP		
	SHOP						
SH-159	Prepare Employee Application	OneGate	Provide the capability to identify Navigators (or Brokers, etc.) if they are completing applications on behalf of an employee.	S	6.1.4 SHOP		
	SHOP						
SH-160	Prepare Employee Application	OneGate	Accept paper documents for SHOP, including employee applications.	S	6.1.4 SHOP		
	SHOP						

SHOP Requirements Traceability Matrix

		VT Comments	
Requirement ID	Requirement Description	System	Requirement ID
SH-161	Prepare Employee Application	OneGate	6.1.4 SHOP
	Validate field-level information for correct data format and completeness.		
SHOP		S	
SH-162	Prepare Employee Application	LoGate	6.2 Technical
	Conduct validation of mailing addresses provided in applications (using external Postal Address validation service).		
		S	
SH-163	Prepare Employee Application	OneGate	6.1.4 SHOP
	Conduct a validation of SSN provided versus the employee name provided (i.e. validate against name on record with SSN database) and provide capability to validate SSN versus other criteria.		
		W	
SHOP		S	
SH-164	Prepare Employee Application	OneGate	6.1.4 SHOP
	For employees who do not have a SSN, allow the application process to proceed.		
		S	
SHOP			

SHOP Requirements Traceability Matrix

VI-Comments

SH-165	SHOP	Prepare Employee Application	OneGate	Within the QHP application, the Exchange shall validate field-level information for format and completeness.	\$	6.1.4 SHOP
SH-166	SHOP	Prepare Employee Application	OneGate	During the application process, user accounts shall be created that include the following, and will be linked to the following information in the Employee Roster: - Employee Names and Employee SSN - Employer EIN	\$	6.1.4 SHOP
SH-167	SHOP	Prepare Employee Application	OneGate	Save application information to user account after account creation.	\$	6.1.4 SHOP
SH-168	SHOP	Prepare Employee Application	Oracle Identity Manager	Prior to the creation of a new user account, the Exchange shall determine if an existing user account is present based on matching criteria provided in the application (e.g. SSN; name, identifying questions)	W	6.2 Technical

SHOP Requirements Traceability Matrix

		VTC Components					
SHOP	Prepare Employee Application	Oracle MDM (Customer Hub)	If consumers can be enrolled in Medicaid and SHOP simultaneously, a consumers' unique identifier shall indicate this dual enrollment for any consumers that are enrolled in both Medicaid and SHOP.	W	6.2 Technical		
SH-169							
SHOP	Prepare Employee Application	OneGate	During the application process, user accounts shall allow for the inclusion of the following: - User unique identifier - User demographic information - Application status - Enrollment status	S	6.1.4 SHOP		
SH-170							
SHOP	Employee Selects QHP	OneGate	Generate a request to initiate the employee selection of qualified health plan after eligibility determination is verified or if employee participation is allowed pending verification of eligibility information.	S	6.1.4 SHOP		
SH-171							
SHOP	Employee Selects QHP	OneGate	Produce a real-time electronic request to the employee to determine employee preferences for qualified health plan(s).	S	6.1.4 SHOP		
SH-172							
SHOP							

SHOP Requirements Traceability Matrix

					VT Comments
SH-173	Employee Selects QHP	OneGate	Allow employee to enter information about employee dependents, if employers are choosing to provide coverage to employees' dependents. Dependent information gathered will include, but is not limited to the following: - Name - Date of Birth - Address - Phone Number - Gender - Smoking Status	S	6.1.4 SHOP
SHOP	Verify Indian Status	OneGate	Provide capability to validate employee's Indian status of employee and/or dependent(s) submitted through the employee application.	W	6.1.4 SHOP
SH-174					
SHOP	Plan Selection	OneGate	Based on carrier and plan information gathered, display plan cost and availability.	S	6.1.4 SHOP
SH-175					
SHOP	Employee Selects QHP	OneGate	As a default, only display health plans that have been selected by the employer, are certified by the Exchange, are open to additional enrollment, and are available in the employee's geographic area.	S	6.1.4 SHOP
SH-176					
SHOP					

SHOP Requirements Traceability Matrix		VET COMMENTS		Community Rating	
SH-177	Employee Selects QHP	OneGate	Display projected actual plan cost (net premium) based on employer groups and applicable rating factors (consumers covered, age, geography, quality ratings, etc.) to the employee during the application process.	S	6.1.4 SHOP
SHOP	Employee Selects QHP	OneGate	Provide capability to display a detailed comparison of available employer-selected health plans based on employee preferences	S	6.1.4 SHOP
SH-178	Employee Selects QHP	OneGate	Store enrollment questionnaire responses and display plan choices based on application / filtering criteria.	S	6.1.4 SHOP
SHOP	Employee Selects QHP	OneGate	Provide capability to view and select plan(s) for employee dependents, if covered by employer	S	6.1.4 SHOP
SH-179	Employee Selects QHP	OneGate			
SHOP	Employee Selects QHP	OneGate			
SH-180	Employee Selects QHP	OneGate			
SHOP	Employee Selects QHP	OneGate			

SHOP Requirements Traceability Matrix

					VT Comments	
SH-181	SHOP	Employee Selects QHP	OneGate	S	6.1.4 SHOP	Link to carrier sites only
			Grant access to an updated provider directory for employee plan selection. This directory should be current at the point in time in which the employer accesses the directory.			
SH-182	SHOP	Employee Selects QHP	OneGate	S	6.1.4 SHOP	
			Provide capability for employees to adjust employee preferences and update display / comparison of available qualified health plans. This capability includes the ability to further refine or constrain filtering criteria to either display a greater or lesser number of plan choices, and the ability to view all available plans based on a specified tier based on employer selection.			
SH-183	SHOP	Employee Selects QHP	OneGate	S	6.1.4 SHOP	
			Provide information and provide capability to allow employees determine if their premium costs are such that the costs make the employee eligible for purchasing insurance through the individual market or allow the employee to be exempt from the individual mandate, due to federal law. If either is scenario is likely, invite employee to explore these options further at the individual Exchange.			
SH-184	SHOP	Employee Selects QHP	OneGate	S	6.1.4 SHOP	
			Allow employees to have a choice of Exchange's competing plans, based on employer selections and (given the employer contribution) see what their contribution requirement would be for each choice			

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix		JF Connector					
SH-185	Employee Selects QHP	OneGate	Provide capability for an employee to select QHP(s) and initiate the enrollment process.	S	6.1.4 SHOP		
SHOP	Employee Selects QHP	OneGate	Update an employee's account to reflect plan selection and the effective projected plan-year.	S	6.1.4 SHOP		
SH-186	Employee Selects QHP	Healthation	After plan selection, initiate the financial transactions required by employers to ensure plan enrollment process / transaction to applicable carriers.	W	6.1.5 Financial		
SHOP	Employee Selects QHP	OneGate	After acknowledgement of the receipt of the plan selection, initiate the calculation of the final cost to employee	S	6.1.4 SHOP		
SH-187	Employee Selects QHP	OneGate	After acknowledgement of the receipt of the plan selection, initiate the calculation of the final cost to employee	S	6.1.4 SHOP		
SH-188	Employee Selects QHP	OneGate	After acknowledgement of the receipt of the plan selection, initiate the calculation of the final cost to employee	S	6.1.4 SHOP		
SHOP	Employee Selects QHP	OneGate	After acknowledgement of the receipt of the plan selection, initiate the calculation of the final cost to employee	S	6.1.4 SHOP		

SHOP Requirements Traceability Matrix

VFC Comments

Requirement ID	Requirement Description	Control Type	Control Location	Control Type	Control Location	Control Type	Control Location	Control Type	Control Location
SH-189	Employee Selects QHP	OneGate	Employee Selects QHP	OneGate	After acknowledgement of the receipt of the plan selection, display the calculation of the final cost (net premium) to employee	S	6.1.4 SHOP		
SH-190	Employee Selects QHP	OneGate	Employee Selects QHP	OneGate	Provide a reminder that an employee receives tax relief when the employee purchases health insurance via their employer at through a pre-tax payroll deduction.	W	6.1.4 SHOP		
SH-191	Employee Selects QHP	OneGate	Employee Selects QHP	OneGate	Produce an automated and real-time, electronic notification of plan selection.	W	6.1.4 SHOP		
SH-192	Employee Selects QHP	OneGate	Employee Selects QHP	OneGate	Provide the capability to verify and acknowledge the receipt of the plan selection.	S	6.1.4 SHOP		

SHOP Requirements Traceability Matrix

										All Comments	
SH-193		Employee Selects QHP	OneGate	Upon employee's QHP selection, notify the employer of it own and each employee's respective contribution amount in order to facilitate appropriate payroll deductions as needed	W	6.1.4 SHOP					
	SHOP	Employee Enrollment in QHP	OneGate	Prepare a communication to issuer regarding employee enrollment in QHP	W	6.1.4 SHOP					
SH-194											
	SHOP	Employee Enrollment in QHP	Healthation	Receive and process acknowledgement of employee enrollment from issuer	W	6.1.5 Financial					Why Healthation?
SH-195											
	SHOP	Employee Enrollment in QHP	OneGate	Provide notification of successful enrollment to employee	W	6.1.4 SHOP					
SH-196											
	SHOP										

SHOP Requirements Traceability Matrix

		VT Comments	
SH-197	Employee Enrollment in QHP	OneGate	Provide notification to CMS regarding employee enrollment
		W	6.1.4 SHOP
SHOP	Update Employee Eligibility Application	OneGate	Allow employees to enroll in QHP during a qualifying event.
		S	6.1.4 SHOP
SH-198	Disenroll Employee in QHP	OneGate	Provide the capability for an employee to request a voluntary disenrollment from QHP(s).
		S	6.1.4 SHOP
SHOP	Disenroll Employee in QHP	OneGate	If an employee initiates a voluntary disenrollment through the Exchange, produce an electronic notification to the employer to inform them of the employee disenrollment.
		W	6.1.4 SHOP
SH-199			
SH-200			
SHOP			

SHOP Requirements Traceability Matrix

SHOP Requirements Traceability Matrix		6.1.4 SHOP		6.1.4 SHOP		6.1.4 SHOP		6.1.4 SHOP	
SH-201	Disenroll Employee in QHP	OneGate	If an employee initiates a voluntary disenrollment through the Exchange, produce an electronic notification to the issuer to disenroll the employee.	W	6.1.4 SHOP				
SH-202	Disenroll Employee in QHP	OneGate	Provide capability to initiate the disenrollment process.	S	6.1.4 SHOP				
SH-203	Disenroll Employee in QHP	OneGate	Provide capability to update user accounts based on disenrollment notification from issuers	S	6.1.4 SHOP				
SH-204	Disenroll Employee in QHP	OneGate	Update user accounts based on disenrollment notification from disenrollment initiated by the Exchange.	S	6.1.4 SHOP				

SHOP Requirements Traceability Matrix

ATF Comments

SH-205	Disenroll Employee in QHP	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an employee's disenrollment from a qualified health plan through the Exchange. This information is used for tax administration, as applicable.	W	6.1.1.4 SHOP			
SH-206	Disenroll Employee in QHP	Healthation	Provide capability to receive electronic notifications from issuers regarding disenrollment and initiate disenrollment process.	W	6.1.5 Financial			This data would get to the premium processor via the exchange, not direct from the carrier
SH-207	Disenroll Employee in QHP	OneGate	If an employee has a disenrollment through the Exchange, produce an electronic notification to the employee's employer to inform them of the employee termination and alternative insurance options.	W	6.1.4 SHOP			
SH-208	Disenroll Employee in QHP	OneGate	If an employee has an involuntary disenrollment through the Exchange, produce an electronic notification to the employee to inform the employee of the employee disenrollment.	W	6.1.4 SHOP			

SHOP Requirements Traceability Matrix

		REQUIREMENTS					
SH-209	Disenroll Employee in QHP	OneGate	If conditions for an involuntary disenrollment, initiate the disenrollment process.	W	6.1.4 SHOP		
SHOP	Disenroll Employee in QHP	OneGate	If an employee has an involuntary disenrollment through the Exchange, prepare communication to the issuer to terminate the employee.	W	6.1.4 SHOP		
SH-210	Disenroll Employee in QHP	OneGate	Update user accounts based on disenrollment notification from issuers or disenrollment initiated by the Exchange.	W	6.1.4 SHOP		
SHOP	Disenroll Employee in QHP	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an employee's termination from a qualified health plan through the Exchange. This information is used for tax administration, etc., as applicable.	W	6.1.4 SHOP		
SH-211	Disenroll Employee in QHP	OneGate					
SHOP	Disenroll Employee in QHP	OneGate					
SH-212	Disenroll Employee in QHP	OneGate					
SHOP	Disenroll Employee in QHP	OneGate					

SHOP Requirements Traceability Matrix

VT Comments

SH-213	SHOP	Renew Employee QHP Participation	OneGate	Provide automatic renewal notice to employees	W	6.1.4 SHOP				
SH-214	SHOP	Update Employee Application / Renew Employee QHP Participation	Oracle Identity Manager	If an employee does not have their log-in information (User name and/or password) available to them for plan renewal, present opportunity for the employee to request their log-in information. The log-in information may be emailed to the employee after their identity is confirmed.	W	6.2 Technical				
SH-215	SHOP	Renew Employee QHP Participation	OneGate	Track annual renewal date for employers.	S	6.1.4 SHOP				
SH-216	SHOP	Update Employee Application / Renew Employee QHP Participation	OneGate	Based on employee status, determine eligibility for SHOP Exchange participation renewal.	S	6.1.4 SHOP				

SHOP Requirements Traceability Matrix

		VT COMMENTS	
SH-217	Update Employee Application / Renew Employee QHP Participation	OneGate	Produce written notification / request for employee to verify key eligibility factors for the purposes of annual eligibility / enrollment renewal and report changes if necessary.
	SHOP		6.1.4 SHOP
SH-218	Update Employee Application / Renew Employee QHP Participation	Oracle Identity Manager	Provide capability for employees to look up or reset login credentials.
	SHOP		6.2 Technical
SH-219	Renew Employee QHP Participation	OneGate	Produce a notice of annual open enrollment.
	SHOP		6.1.4 SHOP
SH-220	Renew Employee QHP Participation	OneGate	Produce notification to employees regarding the number of days left for open enrollment.
	SHOP		6.1.4 SHOP

SHOP Requirements Traceability Matrix

		VFP Comments					
SH-221	Update Employee Application	OneGate	Provide capability for employees to submit changes to key eligibility factors for the purpose of annual eligibility / enrollment renewal. Supported methods of reporting changes include written forms and web-based responses through the Exchange.	5	6.1.4 SHOP		
SHOP							
SH-222	Update Employee Application	OneGate	Process employee response to renew eligibility and initiate eligibility determination process if necessary. Review employee Exchange eligibility. Have the capability to adjudicate mandatory / optionally reported changes and the resultant changes to eligibility and enrollment.	5	6.1.4 SHOP		
SHOP							
SH-223	Renew Employee QHP Participation	OneGate	Provide the capability to calculate a year-to-date average for premiums paid for display to the employee at time of renewal.	5	6.1.4 SHOP		
SHOP							
SH-224	Update Employee Application	OneGate	If reported changes do not qualify an employee for a special enrollment, store the eligibility / household changes for use during the next available open enrollment period.	5	6.1.4 SHOP		
SHOP							

SHOP Requirements Traceability Matrix

		VT Comments	
SH-225	Renew Employee QHP Participation	OneGate	<p>If the employee's current plan(s) are no longer available, automatically suggest employee participation for a default health plan(s) for a geographic area.</p> <p>S</p> <p>6.1.4 SHOP</p>
SH-226	Renew Employee QHP Participation	OneGate	<p>Based on the availability of QHP(s), determine availability of an employee's current plan for the purposes of enrollment renewal.</p> <p>S</p> <p>6.1.4 SHOP</p>
SH-227	Update Employee Application	OneGate	<p>Provide capability for employees to submit changes to SHOP plan participation (selected plan(s), selected tier (optional), covered dependents, etc.). Supported methods of enrollment changes include written forms and web-based responses through the Exchange.</p> <p>S</p> <p>6.1.4 SHOP</p>
SH-228	Renew Employee QHP Participation	OneGate	<p>Based on an employee's responses to enrollment renewal, assess responses for need to initiate enrollment into a new QHP or additional employees (or employers) into an existing QHP.</p> <p>S</p> <p>6.1.4 SHOP</p>

SHOP Requirements Traceability Matrix

		VT Requirements							
SH-229	Employee Enrollment in QHP	OneGate	Process notification to employer of coverage for employees. Also, communicate any next steps required by the employer.	W	6.1.4 SHOP				
SHOP	Determine Employee Eligibility	OneGate	Provide the functionality to determine if an update to an employee account is categorized as a Qualifying Event.	S	6.1.4 SHOP				
SH-230	Update Employee Application	OneGate	Provide capability for employees to submit changes to employee plan (add / remove dependents) in between redeterminations / renewals and due to qualifying events.	S	6.1.4 SHOP				
SHOP	Change Reporting	Healthation	Prepare and send monthly report to employer with the insurance bill, indicating changes to their employee enrollment list. Some of these changes will result from the employee's reporting of Qualifying Events.	W	6.1.5 Financial				need to align with VT Premium Processing Outsourcer
SH-231									
SH-232									
SHOP									



SHOP Requirements Traceability Matrix

		VT Comments	
SH-237	Change Reporting	OneGate	Prepare and send communication to the employee regarding changes to the Employee contact information.
		W	6.1.4 SHOP
SH-238	Periodic Reporting and Reconciliation	OneGate	Allow employers and brokers/assistants to view and track the premium payment.
		W	6.1.4 SHOP
SH-239	Periodic Reporting and Reconciliation	Healthation	Reconcile enrollment information and employer participation information with QHPs at least monthly.
		W	6.1.5 Financial
SH-240	Billing/Payment	Healthation	The system shall provide small businesses with an aggregated monthly bill for the cost of employees' coverage.
		W	6.1.5 Financial
			Why through Healthation?
			need to align with VT Premium Processing Outsourcer

SHOP Requirements Traceability Matrix

		Requirements					
SH-241	Billing/Payment	Healthation	Provide the ability to facilitate the collection of premiums and send the premiums to the QHP	W	6.1.5 Financial		need to align with VT Premium Processing Outsourcer
SHOP		Healthation	Support issuer payments to Brokers and Agents	W	6.1.5 Financial		need to align with VT Premium Processing Outsourcer
SH-242	Billing/Payment	Healthation	Provide the ability to allocate Exchange operational fees to Issuers	W	6.1.5 Financial		need to align with VT Premium Processing Outsourcer - not sure there will be fees
SHOP		Healthation	Provide the ability to handle invoice and payment discrepancies	W	6.1.5 Financial		need to align with VT Premium Processing Outsourcer
SH-243	Billing/Payment	Healthation					
SHOP		Healthation					
SH-244	Billing/Payment	Healthation					
SHOP		Healthation					

SHOP Requirements Traceability Matrix

		VT Comments				
SH-245	Billing/Payment	Healthation	Provide a rules engine that manages actions required in the event of employers making advance payments, late payments or do not make payments	W	6.1.5 Financial	need to align with VT Premium Processing Outsourcer
SHOP	Billing/Payment	Healthation	The system shall make payments to OHPs on behalf of SHOP enrollees.	W	6.1.5 Financial	need to align with VT Premium Processing Outsourcer
SH-246	Billing/Payment	Healthation	Support electronic payment methods that support multiple mechanisms such as credit card, online check and electronic funds transfer	W	6.1.5 Financial	need to align with VT Premium Processing Outsourcer
SHOP	Billing/Payment	Healthation				
SH-247						
SHOP						

**Financial Management Requirements Traceability Matrix**

Financial Management Requirements Traceability Matrix							VT Comments
FM-1	Financial Management	APTCs and CSRs	Healthation	Generate daily transactional 834 transaction file in a HIPAA compliant format on all individuals enrollment updates for the Exchange	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-2	Financial Management	APTCs and CSRs	Healthation	Transmit daily transactional 834 transaction file in a HIPAA compliant format of individuals enrolled in QHPs to CMS	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-3	Financial Management	APTCs and CSRs	Healthation	Generate monthly 834 transaction file in a HIPAA compliant format of individuals enrolled in the QHPs for the upcoming month along with the amounts of advance tax credits and cost sharing reductions.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX
FM-4	Financial Management	APTCs and CSRs	Healthation	Transmit monthly report of individuals enrolled in QHPs to CMS in a file format as specified by CMS.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX
FM-5	Financial Management	APTCs and CSRs	Healthation	Transmit monthly report of individuals enrolled in the QHPs to the appropriate issuers	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-6	Financial Management	APTCs and CSRs	Healthation	Update Exchange financial data with tax credit (APTC) and cost sharing reduction (CSR) payments to Issuers.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX
FM-7	Financial Management	APTCs and CSRs	Healthation	If CMS agrees to allow the Exchange to pay APTC and CSR amounts directly to issuers, the system must aggregate CSRs, APTCs and premiums and pay the issuers.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX

Financial Management Requirements Traceability Matrix							VT Comments	
FM-8	Financial Management	APTCS and CSRs	Healthation	Provide the ability to receive APTC and CSR premium payment history reports from Issuers.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-9	Financial Management	APTCS and CSRs	Healthation	Receive electronic issuer payment reports from CMS.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-10	Financial Management	APTCS and CSRs	Healthation	Verify results and discrepancies received from CMS of individual tax credit and CSR amounts against the Exchange Financial Management Database	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-11	Financial Management	APTCS and CSRs	Healthation	Provide tools to identify, analyze and resolve APTC and CSR discrepancies between CMS and the Exchange Financial Management database	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-12	Financial Management	APTCS and CSRs	Healthation	Update Exchange Financial Management database with electronic issuer payment data.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-13	Financial Management	APTCS and CSRs	Healthation	Compare payments data made by CMS to payment report data provided to CMS and report exceptions.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-14	Financial Management	APTCS and CSRs	Healthation	Provide tool to reconcile and adjust and identified discrepancies between the Exchange Financial Management database and data received from Issuers, and/or CMS.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution

**Financial Management Requirements Traceability Matrix**

						VT Comments	
Financial Management	APTCs and CSRs	Healthation	Receive electronic payment history report from issuers.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-15	APTCs and CSRs	Healthation	Update Exchange database with issuer payment history data.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-16	APTCs and CSRs	Healthation	Produce electronic issuer payment history report and transmit to CMS in a format as determined by CMS.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-17	APTCs and CSRs	Healthation	Update Individual Eligibility and Enrollment database to reflect discrepancy resolution	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-18	APTCs and CSRs	Healthation	Calculate employer premium based on Exchange SHOP enrollment requirements.	S	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-19	SHOP Premium Collection	Healthation	Allow for retroactive employee enrollments and retroactive employee determinations and roll these amounts into the next billing cycle for the employer.	S	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-20	SHOP Premium Collection	Healthation	Calculate employer fee if applicable.	S	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	Need to define Healthation's role in VT solution
FM-21	SHOP Premium Collection	Healthation			6.1.5 Financial Management		

**Financial Management Requirements Traceability Matrix**

		VT Components	
Financial Management	SHOP Premium Collection	Healthation	Update Exchange database with employer fee information.
FM-22	SHOP Premium Collection	Healthation	Update Exchange database with employer fee information.
FM-23	SHOP Premium Collection	Healthation	Support the creation of billing units within employer groups to segregate premium fees
FM-24	SHOP Premium Collection	Healthation	Produce Employer Invoice Notification and email or on paper to Employer.
FM-25	SHOP Premium Collection	Healthation	Produce Employer Invoice and e-mail or on paper. The invoice should include the monthly balance due and any outstanding premium payments due as well as employer identifying information
FM-26	SHOP Premium Collection	Healthation	Provide capability to "rebill" an existing invoice to a SHOP employer
FM-27	SHOP Premium Collection	OneGate	Provide functionality that allows Employer to create a notification that invoice discrepancy exists.
FM-28	SHOP Premium Collection	Healthation	Provide functionality for Employers to make electronic payments that include e-check, electronic funds transfer, and credit card in compliance with the Payment Card Industry Data Security Standards.

Financial Management Requirements Traceability Matrix

		VT Comments					
FM-29	Financial Management	SHOP Premium Collection	Healthation	Receive and process premium payments.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-30	Financial Management	SHOP Premium Collection	Healthation	Provide capability to track and enforce premium payment timing guidelines and restrictions	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-31	Financial Management	SHOP Premium Collection	Healthation	Provide tools for employers to make recurring or scheduled premium payments to the Exchange.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-32	Financial Management	SHOP Premium Collection	Healthation	Provide tools to record, resolve, and track receipt of premium payments in the Exchange database.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-33	Financial Management	SHOP Premium Collection	OneGate	Provide tools for SHOP users to download premium payment history and data	S	6.1.5 Financial Management	Assume would be VT Premium Processing vendor
FM-34	Financial Management	SHOP Premium Collection	Healthation	Identify and account for discrepancies between employer payments and CMS reported payments (reconciliation).	F	6.1.4 SHOP	Need to define Healthation's role in VT solution
FM-35	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Record individual premium payment option.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution

**Financial Management Requirements Traceability Matrix**

		VT Comments					
FM-36	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Calculate individual premium payment amount itemized by billing cycle and by product.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-37	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	If Basic Health is implemented, calculate the Basic Health premium.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-38	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Calculate individual Fee if applicable.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-39	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Send invoice notification to individual for monthly premium payment.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-40	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	The invoice notification would include a link to login to the Exchange and make an electronic payment.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-41	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	The invoice should include upcoming month's premium due, year to date paid amounts, and if applicable, prior unpaid premium amounts and adjusted amounts.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-42	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Produce electronic or hard-copy monthly premium invoice to individual, itemized by product/program and summarized to one total amount.	S	6.1.1.5 Financial Management	Need to define Healthation's role in VT solution

**Financial Management Requirements Traceability Matrix**

		VT Comments					
FM-43	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Provide capability to "rebill" an existing invoice to an individual	\$	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-44	Financial Management	State Option to Collect Individual Premiums through the Exchange	OneGate	Provide a view invoice screen for Individual.	\$	6.1.2 Individual Enrollment	Assume would be VT Pre mium Processing vendor
FM-45	Financial Management	State Option to Collect Individual Premiums through the Exchange	OneGate	Provide invoice discrepancy notification capabilities for Individual to Exchange.	\$	6.1.2 Individual Enrollment	Assume would be VT Pre mium Processing vendor
FM-46	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Provide the ability for individuals to pay premium via electronic payment on Exchange with options to pay by e-check, electronic funds transfer and credit card in compliance with the Payment Card Industry Data Security Standards.	\$	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-47	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Support E-check and ACH processing for payment remittance	\$	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-48	Financial Management	State Option to Collect Individual Premiums through the Exchange	OneGate	Provide tools for individuals to make recurring or scheduled premium payments to the Exchange.	\$	6.1.2 Individual Enrollment	Assume would be VT Pre mium Processing vendor
FM-49	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Receive and process premium payments from Individuals.	\$	6.1.5 Financial Management	Need to define Healthation's role in VT solution

**Financial Management Requirements Traceability Matrix**

								VT Comments	
FM-50	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Provide capability to track and enforce premium payment timing guidelines and restrictions	S	6.1.5 Financial Management		Need to define Healthation's role in VT solution	
FM-51	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Update database with financial information about electronic payments and payment type.	S	6.1.5 Financial Management		Need to define Healthation's role in VT solution	
FM-52	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Track premium payments by individuals, including information related to payment type.	S	6.1.5 Financial Management		Need to define Healthation's role in VT solution	
FM-53	Financial Management	State Option to Collect Individual Premiums through the Exchange	OneGate	Provide tools for individual users to download premium payment history and data	S	6.1.5 Financial Management		Assume would be VT Premium Processing vendor	
FM-54	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Produce payment exception report and notification to individual.	S	6.1.2 Individual Enrollment		Need to define Healthation's role in VT solution	
FM-55	Financial Management	State Option to Collect Individual Premiums through the Exchange	Healthation	Produce report on commissions due to brokers as a result of enrollment transactions	S	6.1.5 Financial Management		Need to define Healthation's role in VT solution	
FM-56	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Periodically and on demand identify and produce reports on unpaid employer premiums for SHOP enrollees, including unpaid amounts or incorrect payment amounts.	S	6.1.5 Financial Management		Need to define Healthation's role in VT solution	

Financial Management Requirements Traceability Matrix

						VT Comments
FM-57	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Produce notifications to employers regarding unpaid/incorrectly paid premium amounts	S	Need to define Healthation's role in VT solution
FM-58	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Send notification of unpaid premiums to employers.	S	Need to define Healthation's role in VT solution
FM-59	Financial Management	Employer Premium Discrepancy Resolution	OneGate	Receive Employer invoice discrepancy notification.	S	Assume would be VT Pre mium Processing vendor
FM-60	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Provide inquiry screens to identify the source of the discrepancy and make note of it electronically.	S	Need to define Healthation's role in VT solution
FM-61	Financial Management	Employer Premium Discrepancy Resolution	Siebel Public Sector CRM	Produce Notification to authorized users of the reported discrepancy.	W	Assume would be VT Pre mium Processing vendor
FM-62	Financial Management	Employer Premium Discrepancy Resolution	OneGate	Provide capability for employers to updated employer account and make adjustments.	S	Assume would be VT Pre mium Processing vendor
FM-63	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Interface with Exchange general ledger system to update corresponding subsidiary ledger accounts.	C	Need to define Healthation's role in VT solution

**Financial Management Requirements Traceability Matrix**

					VT Comments		
FM-64	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Generate invoice adjustment (positive or negative).	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-65	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Allow for tolerance amount on receipt of payment. System should be able to support either dollar amount or percentage tolerance levels.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-66	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Identify payments that are outside of the accepted tolerance amount.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-67	Financial Management	Employer Premium Discrepancy Resolution	Healthation	Provide for processing adjustments for bad checks or payments due to NSF or other reasons. Functionally may include reversing or adding fees for failed transactions.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-68	Financial Management	Individual Premium Discrepancy Resolution	Healthation	Provide automated process for identifying unpaid individual premiums and/or premium payment discrepancies	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-69	Financial Management	Individual Premium Discrepancy Resolution	Healthation	Provide automated processing to generate a notification to the individuals regarding unpaid premiums and/or premium discrepancies.	S	6.1.5 Financial Management	Need to define Healthation's role in VT solution
FM-70	Financial Management	Individual Premium Discrepancy Resolution	OneGate	Provide ability to read individual notifications online regarding invoice discrepancies.	W	6.1.2 Individual Enrollment	Assume would be VT Premium Processing vendor

Financial Management Requirements Traceability Matrix

Financial Management		Healthation	Send notifications of unpaid premiums to individuals.	S	6.1.5 Financial Management		
FM-71	Individual Premium Discrepancy Resolution	Healthation	Send notifications of unpaid premiums to individuals.	S	6.1.5 Financial Management		
FM-72	Individual Premium Discrepancy Resolution	Healthation	Provide automated process to identify invoice discrepancies from an individual.	S	6.1.5 Financial Management		
FM-73	Individual Premium Discrepancy Resolution	Healthation	Provide notification to individual that discrepancy report was received from the individual.	S	6.1.5 Financial Management		
FM-74	Individual Premium Discrepancy Resolution	Healthation	Provide inquiry screens to identify the source of the discrepancy and make notes about what needs to be corrected.	S	6.1.5 Financial Management		
FM-75	Individual Premium Discrepancy Resolution	Healthation	Produce notification to the Eligibility and Enrollment database of the discrepancy.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX.	
FM-76	Individual Premium Discrepancy Resolution	Healthation	Provide automated process to update the individual account with an invoice adjustment as a result of a discrepancy resolution.	S	6.1.5 Financial Management		
FM-77	Individual Premium Discrepancy Resolution	Healthation	Update corresponding subsidiary ledger accounts.	S	6.1.5 Financial Management		

Financial Management Requirements Traceability Matrix							VT Comments
Req ID	Req Description	Business Process	System Component	System Functionality	System Type	Business Process	VT Comments
FM-78	Financial Management - Individual Premium Discrepancy Resolution	Healthation	Healthation	Generate and send invoice adjustment (positive or negative).	S	6.1.5 Financial Management	
FM-79	Financial Management - Individual Premium Discrepancy Resolution	Healthation	Healthation	Allow for tolerance amount on receipt of payment. System should be able to support either dollar amount or percentage tolerance levels.	S	6.1.5 Financial Management	
FM-80	Financial Management - Individual Premium Discrepancy Resolution	Healthation	Healthation	Identify payments that are outside of the accepted tolerance amount.	S	6.1.5 Financial Management	
FM-81	Financial Management - Individual Premium Discrepancy Resolution	Healthation	Healthation	Provide for processing adjustments for bad checks or payments due to NSF or other reasons. Functionally may include reversing or adding fees for failed transactions.	S	6.1.5 Financial Management	
FM-82	Financial Management - Issuer Payment Reconciliation	Siebel Public Sector CRM	Siebel Public Sector CRM	Receive electronic or telephonic notification of discrepancy from Issuer.	S	6.2.3 Consumer Assistance General	
FM-83	Financial Management - Issuer Payment Reconciliation	Healthation	Healthation	Provide authorized Exchange users a method to review and modify the Exchange financial records for payment discrepancies identified by the Issuer.	S	6.1.5 Financial Management	
FM-84	Financial Management - Issuer Payment Reconciliation	Healthation	Healthation	Provide appropriate access and functionality to Customer Service workers to Exchange records regarding invoice discrepancies to support CS resolution activities	W	6.1.5 Financial Management	

Financial Management Requirements Traceability Matrix						
Requirement ID	Requirement Description	System	Impact	Category	Source	Comments
FM-85	Financial Management Issuer Payment Reconciliation	The system will provide screens to update Exchange records with corrected invoice / payment information for Issuers, Employers, or Individual records.	S	6.1.5 Financial Management	Healthation	
FM-86	Financial Management Risk Adjustment Calculation	Provide regular reports and data on Exchange enrollees to support risk adjustment calculations. Data will include, but is not limited to: unique individual identifier, plan enrolled in, the type of coverage purchased, rating criteria information, demographic data, and	S	6.1.5 Financial Management	Healthation	
FM-87	Financial Management Risk Adjustment Calculation	Provide regular reports and data on QHPs and encounters to CMS to support risk adjustment calculation.	S	6.1.5 Financial Management	Healthation	
FM-88	Financial Management Risk Adjustment Calculation	Provide the capacity to electronically receive information from Issuers on non-exchange enrollees from individual, small group, and self-funded plans inside and outside of the state	F	6.1.5 Financial Management	Healthation	Healthation is currently modifying their product for compliance with HIX guidelines. HIX capability to be released to the Connector in April 2013
FM-89	Financial Management Risk Adjustment Calculation	Provide the capacity to electronically receive non QHP plan and rate setting data from CMS and other state sources	F	6.1.5 Financial Management	Healthation	Healthation is currently modifying their product for compliance with HIX guidelines. HIX capability to be released to the Connector in April 2013
FM-90	Financial Management Risk Corridors	Extract and send Individual and SHOP Plan data to CMS for risk corridors	F	6.1.5 Financial Management	Healthation	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX
FM-91	Financial Management Risk Corridors	Receive unpaid Risk Corridor Charge information from CMS	F	6.1.5 Financial Management	Healthation	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX

Financial Management Requirements Traceability Matrix

VT Comments

FM-92	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	The system will calculate the user fee from issuers and update the financial accounts. Charging issuers should be a configurable option.	S	6.1.5 Financial Management		
FM-93	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	Support multiple categories or levels of fees.	S	6.1.5 Financial Management		
FM-94	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	The issuer invoice will be generated and a Notification sent to the issuer.	S	6.1.5 Financial Management		
FM-95	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	Provide functionality for issuers to make electronic payments of user fees include e-check, electronic funds transfer, and credit card in compliance with the Payment Card Industry Data Security Standards.	S	6.1.5 Financial Management		
FM-96	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	The system will allow for the fee to reduce the amount of premiums the Exchange pays the issuer as an alternative.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	
FM-97	Financial Management	Plan Assessment (fees) for State Exchange Operations	Healthation	Provide data extract of receipt of user fees to support Annual Financial Reporting for the Exchange	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	
FM-98	Financial Management	Issuer Payment Transfers	Healthation	The system will aggregate premium payments for each issuer.	F	6.1.5 Financial Management	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX	



**Financial Management Requirements Traceability Matrix**

Financial Management		Exchange Internal Accounting	Business Objects	Track operational and overhead expenses of the Exchange.			CGI assumes this information will be provided by the Exchange and input into the Operational Reporting tool		VE Comments
FM-106	Financial Management	Exchange Internal Accounting	Healthation	The system will summarize and apply general ledger coding to the financial transactions.	C	6.1.7 Reporting			
FM-107	Financial Management	Exchange Internal Accounting	Healthation	The system will update the Exchange Financial Management database.	W	6.1.5 Financial Management	CGI assumes the Connector will provide the General Ledger Schema and that the Hawai'i Connector Solution will utilize these codes for reporting to the backend accounting system provided by the Connector.		
FM-108	Financial Management	Exchange Internal Accounting	Healthation	Transmit the general ledger transactions to the accounting system.	S	6.1.5 Financial Management			
FM-109	Financial Management	Exchange Internal Accounting	Healthation	The Exchange will provide detail reports to support and reconcile the Exchange Annual Financial Report.	W	6.1.5 Financial Management			
FM-110	Financial Management	Exchange Internal Accounting	Healthation	Provide adequate internal controls for monitoring and preventing fraud, waste and abuse	W	6.1.7 Reporting			
FM-111	Financial Management	Exchange Internal Accounting	Healthation	Create regular and ad-hoc reporting on an as-needed basis to govern and monitor the Exchange financial health	W	6.1.5 Financial Management			
FM-112	Financial Management	Exchange Internal Accounting	Business Objects		M	6.1.7 Reporting	The CGI team will develop the Hawai'i specific reports through Business Objects for Connector operations.		

Financial Management Requirements Traceability Matrix							JT Comments
Financial Management	Exchange Internal Accounting	Business Objects	Create the Exchange Annual Financial Report data as required by CMS and other state entities.	M			
FM-113			Support the management of cash receipts for premium payments, including the provisioning of a lockbox, and the tracking the accounting and reconciliation of cash receipts	S	6.1.7 Reporting		The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
FM-114	Cash Management	Healthation			6.1.5 Financial Management		

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Financial Management Requirements Traceability Matrix		
		V7 Comments

Financial Management Requirements Traceability Matrix		VT Comments

**Financial Management Requirements Traceability Matrix**

VT Comments

**Financial Management Requirements Traceability Matrix**

VT Comments

**Financial Management Requirements Traceability Matrix**

VT Comments

**Financial Management Requirements Traceability Matrix**

MT Comments							
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**Financial Management Requirements Traceability Matrix**

VT Comments

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**Financial Management Requirements Traceability Matrix**

✓ Comments

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**Financial Management Requirements Traceability Matrix**

RF Comments

Link to carrier sites only

**Financial Management Requirements Traceability Matrix**

VF Comments

**Financial Management Requirements Traceability Matrix**

VT Comments

Why Healthation?

**Financial Management Requirements Traceability Matrix**

VI Comments	

**Financial Management Requirements Traceability Matrix**

VF Comments

This data would get to the premium processor via the exchange, not direct from the carrier.





Financial Management Requirements Traceability Matrix		VT Comments						

**Financial Management Requirements Traceability Matrix**

VT Comments

need to align with VT Premium Processing Outsourcer

Why through Healinatation?

Financial Management Requirements Traceability Matrix		VT Comments
		Why through Healthation?
		need to align with VT Premium Processing Outsourcer
		need to align with VT Premium Processing Outsourcer
		need to align with VT Premium Processing Outsourcer
		need to align with VT Premium Processing Outsourcer - not sure there will be fees
		need to align with VT Premium Processing Outsourcer
		need to align with VT Premium Processing Outsourcer

**Financial Management Requirements Traceability Matrix**

VT Comments

need to align with VT Premium Processing Outsourcer

need to align with VT Premium Processing Outsourcer

**Administrative Requirements Traceability Matrix**

										VT Comments	
A-1	Audit	Data Quality	Oracle Enterprise Data Quality	Perform periodic analysis of data for accuracy and potential individual contact for verification, and potentially, follow-up on incomplete information (e.g., dummy DOB or SSN)	S	6.1.6 Administrative					
A-2	Audit	Eligibility Determination	OneGate	Maintain data to produce a report of the outcomes of rules execution for all eligibility determinations (positive or negative) for appeals research and to analyze correctness of eligibility functionality.	S	6.1.6 Administrative					
A-3	Audit	Transfer of Identification Information	All, as appropriate	The Exchange must maintain an audit trail of all information requests that contain Personal Identification (PII) or Personal Health Information (PHI) data as specified by the Privacy Act of 1974 and the Health Insurance Portability and Accountability Act (HIPAA).	S	6.1.6 Administrative					

A-4	Audit	IRS Tax Information	All, as appropriate	The Exchange shall comply with any security and privacy requirements established by the IRS (e.g., Publication 1075 Tax Information Security Guidelines for Federal, State, and Local Agencies) to ensure proper and confidential handling and storage of Section 6103 Federal Tax information data. In addition, any system handling tax information shall have audit trails that meet IRS standards.	S	6.1.6 Administrative	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.	Need to calrify VT 3 R's approach (Robin, Lindsey, Margot)
A-5	Audit	Risk Adjustment, Risk Corridors, and Reinsurance	Business Objects	The Exchange must make certain claims and encounter data collected for the purposes of risk adjustment calculation are available to support other activities including, but not limited to: recalibrating Federally-certified risk adjustment models; verifying of risk corridor submissions; and verifying and auditing reinsurance claims.	M	6.1.6 Administrative		
A-6	Audit	Security	All, as appropriate	To adequately respond to "breach notification requirements," the Exchange should maintain an audit trail to aid in recreating a security incident and determining the extent of the security breach. This data will aid in identifying who must be notified rather than having to notify all individuals.	S	6.1.6 Administrative		
A-8	Program Integrity	Identity Management	Oracle Enterprise Data Quality	Retain sufficient data to allow periodic sampling and analysis to identify potential fraud, waste, and abuse.	S	6.1.6 Administrative		

	Program Integrity	Individual Identification	Oracle MDM (Customer Hub)	Retain sufficient data to allow periodic analysis of potentially duplicate individuals	S	6.1.6 Administrative			
	Program Integrity	Individual Identification	Oracle MDM (Customer Hub)	Provide the ability to successfully merge/unmerge potential duplicate individual records	S	6.1.6 Administrative			
A-9	Program Integrity	Individual Identification	OneGate	The Exchange needs to keep track of all individual identity changes (e.g., marriage, legal name change, etc.) so that name searches under any name an individual has been know will be successful.	S	6.1.6 Administrative			
A-11	Program Integrity	Retroactive Eligibility Reconciliation	OneGate	Provide the ability to process retroactive eligibility changes including the reconciliation of insurance coverage payments.	S	6.1.6 Administrative			

	Web Analytics	Google Analytics	Provide web analytics tools comparable to Google Analytics	S	6.1.6 Administrative		
	Web Analytics	Splunk	Provide the capability to review raw web logs for usability and security analyses	S	6.1.6 Administrative		
A-19	Business Analytics	SHOP, EE, Plan Management	The specific BI requirements for Exchange data have not been identified, but it will involve KPI definition, trend analysis, forecasting, statistical analysis, and aggregation of eligibility, enrollment and plan data. This data will include, but is not limited to: <ul style="list-style-type: none"> <li>- Cost breakdown per individual</li> <li>- Cost breakdown per employee (SHOP)</li> <li>- Cost breakdown per employer</li> <li>- Plan data</li> </ul> The business analytics solution for the Exchange should not impact transactional database performance.	M	6.1.7 Reporting	The CGI team will develop the Hawai'i specific reports through Business Objects for Connector operations.	
A-20	Business Analytics	Platform		S	6.1.7 Reporting		

A-21	Business Analytics	Platform	Business Objects	The system must provide the ability to generate ad hoc reports.	S	6.1.7 Reporting			
A-22	Business Analytics	Platform	Business Objects	The system must provide the ability to download and save report data to individual workstations and applications.	S	6.1.7 Reporting			
A-23	Business Analytics	Platform	Business Objects	The system must provide the ability to transmit reports to various designated recipients in a secure manner.	S	6.1.7 Reporting			
A-24	Business Analytics	Platform	Business Objects	The system must provide the ability to roll-up (summarize data) and drill-down (view details) in reports online.	S	6.1.7 Reporting			

A-25	Business Analytics	Platform	Business Objects	The system must provide the ability to schedule the generation of reports at specific times.	S	6.1.7 Reporting			
A-26	Business Analytics	Platform	Business Objects	The system must provide the ability to notify and distribute reports based on user specified criteria.	S	6.1.7 Reporting			
A-27	Business Analytics	Platform	Business Objects	The system must provide the ability to organize reports into a shared list (library).	S	6.1.7 Reporting			
A-28	Business Analytics	Platform	Business Objects	The system must restrict access to the shared list (library) or items within a shared list (library) to designated users.	S	6.1.7 Reporting			

A-30	Business Analytics	Platform	Business Objects	The system must provide the ability to sort data within reports in multiple ways.	S	6.1.7 Reporting			
A-31	Business Analytics	Platform	Business Objects	The system must provide the ability to present data in graphical or chart format.	S	6.1.7 Reporting			
A-32	Business Analytics	Platform	Business Objects	The system must provide the ability to limit report views based on user security / access rights.	S	6.1.7 Reporting			
A-33	Business Analytics	Platform	Business Objects	The system must allow the user to export formatted reports from the system in industry standard formats.	S	6.1.7 Reporting			

A-34	Data Processing	Data Upload	Informatica	Allow uploads from authorized sources of data necessary to operate the Exchange	W	6.1.6 Administrative		
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Summarized Reporting Requirements Traceability Matrix

VT Comments

Reporting	Eligibility and Enrollment	Healthation	Generate a report to a qualified health plan issuer regarding the Exchange's records of current enrollment with the qualified health plan issuer. This report is used to reconcile enrollment records between the Exchange and the qualified health plan issuer.	M	6.1.5 Financial Management	The CGI team will develop the Hawaii's specific reports through Business Objects for Connector operations.
Reporting	Financial Management	Healthation	Provide financial management reporting including: - Cost and administrative per plan - Issuers - Plans - Benefit structure - Plan rates	S	6.1.5 Financial Management	
Reporting	Financial Management	Business Objects	Provide Exchange Enrollee Data to Risk Adjustment Entity	M	6.1.7 Reporting	The CGI team will develop the Hawaii's specific reports through Business Objects for Connector operations.
Reporting	Financial Management	Business Objects	Generate Monthly Report on Individual Enrollment in Qualified Health Plan	M	6.1.7 Reporting	The CGI team will develop the Hawaii's specific reports through Business Objects for Connector operations.
Reporting	Financial Management	Business Objects	Generate report of Individual Premium Payment History to CMS	M	6.1.7 Reporting	The CGI team will develop the Hawaii's specific reports through Business Objects for Connector operations.

Summarized Reporting Requirements Traceability Matrix						VIT Comments
Reporting	Financial Management	Business Objects	Generate and Send Enrollment Discrepancy Reports to Issuer and CMS	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-11						
Reporting	Financial Management	Business Objects	The Exchange will provide detail reports to support and reconcile the Annual Financial Report.	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-12						
Reporting	Plan Management	Business Objects	Provide regular reporting on Plan Data to CMS. Schema should include: - Enrollment - Cost and administrative per plan - Issuers - Plans - Benefit structure - Plan rates - Complaints	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-13						
Reporting	Plan Management	Business Objects	Report on transparency and quality data to CMS	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-14						
Reporting	Plan Management	Business Objects	Send notification of Change in Enrollment Availability to CMS	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-15						

Summarized Reporting Requirements Traceability Matrix

VT Comments

RP-16	Reporting	Plan Management	Business Objects	Provide the ability the plan information on the public exchange view, including data such as: <ul style="list-style-type: none"> <li>- Plan title and description</li> <li>- Plan quality rating</li> <li>- Plan providers</li> <li>- Out of pocket limits</li> <li>- Annual deductible</li> <li>- Doctor Choice</li> </ul>	M	6.1.7 Reporting	Exported data available via PDF format on the public website
RP-17	Reporting	Plan Management	Business Objects	Provide periodic report to the Federal Data Services Hub to submit required data to CMS, but not limited to: <ul style="list-style-type: none"> <li>- Issuer data</li> <li>- Plan data including                             <ul style="list-style-type: none"> <li>- Benefits structure</li> <li>- rates</li> <li>- enrollment</li> </ul> </li> </ul>	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-18	Reporting	Plan Management	CGI Plan Management	The system must provide a compliance dashboard to indicate compliance analysis progress on Issuers/Plans and the results of the compliance analysis through the compliance process	M	6.1.3 Plan Management	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-19	Reporting	Plan Management	Business Objects	The system must provide a issuer performance indicator dashboard to aggregate performance data and display summary performance information by Issuer/Plan	M	6.1.7 Reporting	The CGI team will develop the Hawaii specific reports through Business Objects for Connector operations.
RP-20	Reporting	Plan Management	CGI Plan Management	Provide interface/query to Federal Data Services Hub to return data about an Issuer - data could include: <ul style="list-style-type: none"> <li>- Premium review results</li> <li>- Complaints</li> <li>- Rates of app denial</li> <li>- Claims processing timeliness</li> <li>- Claims denials</li> <li>- Quality reporting</li> </ul>	C	6.1.3 Plan Management	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.

Summarized Reporting Requirements Traceability Matrix

		VT Comments	
RP-21	Plan Management	CGI Plan Management	Reporting on historical plan acceptance criteria
	Reporting		
RP-22	Plan Management	CGI Plan Management	Retain and report on periodic historical plan quality ratings as determined by the Exchange.
	Reporting		
RP-23	Plan Management	CGI Plan Management	The system must be able to display a variety of data about a plan to help determine the decision to renew including: - Issuer Performance Data - Quality Data - Complaint Data - Coverage data - Benefits and rates
	Reporting		
RP-24	Plan Management	Siebel Public Sector CRM	The system must be able to track and manage complaints and consumer feedback about issuers filed through the Exchange.
	Reporting		
RP-25	Plan Management	Siebel Public Sector CRM	The system must report on Exchange user complaint data on a periodic basis. Complaint data can include: - Issuer - Number of complaints - Complaint type - Complaint description/detail
	Reporting		

**Summarized Reporting Requirements Traceability Matrix**

VT Comments

Summarized Noticing Requirements Traceability Matrix

Notification		UX	OneGate	Users of the Exchange Web portal can view the history of all communication between the Exchange and the individual online	W	5.1.1 Individual Eligibility		VT Comments
NO-1	Notification	Notification Engine	Thunderhead NOW	Provide the capability to target noticing at a family/household or individual level	S	6.1.8 Noticing		
NO-2	Notification	Notification Engine	Thunderhead NOW	Support the message body in a variety of formats including, but not limited to text, RTF, or HTML	S	6.1.8 Noticing		
NO-3	Notification	Notification Engine	Thunderhead NOW	Provide the capability to pass parameters to both the title and the body of the notification	S	6.1.8 Noticing		
NO-4	Notification	Notification Engine	Thunderhead NOW	Include graphics capability for notifications	S	6.1.8 Noticing		
NO-5	Notification	Notification Engine	Thunderhead NOW	Enforce size requirements on messages as defined by the Exchange	S	6.1.8 Noticing		
NO-6	Notification	Notification Engine	Thunderhead NOW	Recognize "opt-out" flags attached to individual records and suppress notifications to those individuals	W	6.1.8 Noticing		
NO-7	Notification	Notification Engine	Thunderhead NOW	Recognize and "invalid e-mail" flag and suppress notifications to those addresses	W	6.1.8 Noticing		
NO-8	Notification	Notification Engine	Thunderhead NOW	Filter out and suppress live e-mails for notification test instances	W	6.1.8 Noticing		
NO-9	Notification	Notification Engine	Thunderhead NOW	Assign a notification ID (notification event) and include on all messages as determined by the Exchange	W	6.1.8 Noticing		
NO-10	Notification	Notification Engine	Thunderhead NOW	Support barcoding of outgoing notifications	W	6.1.8 Noticing		
NO-11	Notification	Notification Engine	Thunderhead NOW	Provide the capability to include both dynamic and static attachments	S	6.1.8 Noticing		
NO-12	Notification	Notification Engine	Thunderhead NOW	Allow for embedded links within notification message	S	6.1.8 Noticing		
NO-13	Notification	Notification Engine	Thunderhead NOW	Provide tools to manage e-mail "bounces", including the ability to parse the "bounceback" message for actions	W	6.1.8 Noticing		
NO-14	Notification	Notification Engine	Thunderhead NOW	Provide the capability to include the message ID in the notification subject line	S	6.1.8 Noticing		
NO-15	Notification	Financial Management	Healthation	Notify Employer of Payment Discrepancy from SHOP	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-16	Notification	Financial Management	Healthation	Provide invoices to individuals	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-17	Notification	Financial Management	Healthation	Provide notifications to employers of payment discrepancy from SHOP	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-18	Notification	Financial Management	Healthation	Provide notification to individuals of payment discrepancy from Exchange	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-19	Notification	Financial Management	Healthation	The issuer invoice will be generated and a Notification sent to the issuer.	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-20	Notification	Financial Management	Healthation	Produce Notification to Eligibility and Enrollment of the discrepancy.	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-21	Notification	Financial Management	Healthation	Send notification of unpaid premiums to employers.	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-22	Notification	Financial Management	Healthation	The invoice notification would include a link to login to the Exchange and make an electronic payment.	W	6.1.5 Financial		Need to align with VT Premium Processing Approach
NO-23	Notification	Financial Management	Healthation		W	6.1.5 Financial		

Summarized Noticing Requirements Traceability Matrix						VT Comments
Notification	Eligibility and Enrollment	OneGate	Produce a mailed, written notice to the individual to provide additional verifications; the automated written notice shall include: - Individual name - Address - Unique Identifier - Information requested - Due date based on date of initial application	W	6.1.1 Individual Eligibility	
NO-24	Eligibility and Enrollment	OneGate	Send notification for change in individual's eligibility Status	W	6.1.1 Individual Eligibility	
NO-25	Eligibility and Enrollment	OneGate	When additional verification is required, provide on-screen notification to individual to supply additional verifications through the exchange.	W	6.1.1 Individual Eligibility	
NO-26	Eligibility and Enrollment	OneGate	Generate on-screen notification to individuals who select at Tax Credit Advance of the possibility of tax penalties / liabilities at time of tax filing should their annual income increase.	W	6.1.1 Individual Eligibility	
NO-27	Eligibility and Enrollment	Healthation	Prepare an electronic, real-time transmission of information necessary in order for the qualified health plan issuer to provide a welcome package and identification card to the individual and to implement advance premium tax credits and cost-sharing reductions, as applicable.	W	6.1.1 Individual Eligibility	
NO-28	Eligibility and Enrollment	OneGate	Generate communication to individual requesting additional documentation to support his/her attestation of annual / monthly income. This should only occur when the Exchange is not able to verify income via authoritative sources.	W	6.1.1 Individual Eligibility	
NO-29	Eligibility and Enrollment	OneGate	Prepare and provide communication to individuals about a mid-year plan decertification and notify need for plan selection / enrollment.	W	6.1.1 Individual Eligibility	
NO-30	Eligibility and Enrollment	OneGate	Prepare written and on-screen notification to individuals regarding eligibility for enrollment periods.	W	6.1.1 Individual Eligibility	
NO-31	Eligibility and Enrollment	Healthation	Prepare an electronic notice to CMS with a minimum dataset of information regarding an individual's enrollment in a qualified health plan through the Exchange. This information is used to generate payments to qualified health plan issuers for advance premium tax credits and cost-sharing reductions, as well as for performance measurement and tax administration, as applicable.	F	6.1.5 Financial	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX guidelines. HIX capability to be released to the Connector in April 2013
NO-32	Eligibility and Enrollment	Healthation				Need to align with VT Premium Processing Approach

Summarized Noticing Requirements Traceability Matrix

Summarized Noticing Requirements Traceability Matrix		VI Comments	
Notification	Eligibility and Enrollment	Healthation	Provide notification to the issuer of an individual's selected qualified health plan regarding changes to the individual's information, including to his or her levels of advance premium tax credits or cost-sharing reductions, or regarding a decision by an individual to renew, his or her enrollment in the qualified health plan.
NO-33	Eligibility and Enrollment	Healthation	Healthation provides a robust financial management application which is currently utilized in the commercial healthcare industry for plan management. Healthation is currently modifying their product for compliance with HIX guidelines. HIX capability to be released to the Connector in April 2013
NO-34	Eligibility and Enrollment	Business Objects	Notify CMS regarding reconciled periodic enrollment information. This information is used to generate payments to qualified health plan issuers for advance premium tax credits and cost-sharing reductions, as well as for performance measurement and tax administration, as applicable.
NO-35	Eligibility and Enrollment	OneGate	If an individual initiates a voluntary disenrollment through the Exchange and not directly with the issuer, produce an electronic notification to the issuer to disenroll an individual.
NO-36	Eligibility and Enrollment	Healthation	Prepare a notice to CMS with a minimum dataset of information regarding an individual's disenrollment from a qualified health plan through the Exchange. This information is used to adjust payments to qualified health plan issuers for advance premium tax credits and cost-sharing reductions, as well as for performance measurement and tax administration, as applicable.
NO-37	Eligibility and Enrollment	OneGate	Generate written and on-screen notification of the result of an individual's eligibility determination (including information such as individuals evaluated, MAGI used for basis of determination, period of eligibility, etc.) Notifications must align with currently established eligibility notices for Medicaid and CHIP.
NO-38	Eligibility and Enrollment	OneGate	Provide electronic notification to CMS of the result of an individual's eligibility determination.
NO-39	Eligibility and Enrollment	Siebel Public Sector CRM	Generate a notification to CMS of any completed appeals decisions.
NO-40	Eligibility and Enrollment	OneGate	Send a formal, written notice to a individual's mailing address summarizing eligibility determination for individual exemption

Summarized Noticing Requirements Traceability Matrix

VT Comments

Notification	Eligibility and Enrollment	OneGate	Send an automated transaction. Individuals who have been determined as exempt or not exempt to CMS	W	6.1.1 Individual Eligibility
NO-41	Eligibility and Enrollment	OneGate	Send an automated transaction. Individuals who have been determined as exempt or not exempt to CMS	W	6.1.1 Individual Eligibility
NO-42	Eligibility and Enrollment	OneGate	Send a formal, written notice to a individual's mailing address summarizing eligibility determination for individual exemption	W	6.1.1 Individual Eligibility
NO-43	SHOP	OneGate	Upon submittal of initial Employer Application, provide email and written notification to employees (as identified on the employee roster) to elect for or opt-out of employer sponsored coverage. Notification should also provide instructions and information to the employee about the open enrollment period and SHOP website access.	S	6.1.4 SHOP
NO-44	SHOP	OneGate	Provide ability to generate on-screen and written notification to employers who select at Small Business Tax Credit of the possibility of tax penalties / liabilities at time of tax filing should their business size or income change.	S	6.1.4 SHOP
NO-45	SHOP	OneGate	Produce a mailed, written notice to the employer to provide additional verifications; the automated written notice shall include: - Employer name - Address - Unique identifier, potentially - Employer EIN - Information requested - Due date based on date of initial application	S	6.1.4 SHOP
NO-46	SHOP	OneGate	If an employer has an involuntary termination through the Exchange, produce an electronic notification to the issuer to terminate the employer. Also produce an electronic notification to the employer's employees to inform them of the employer termination.	S	6.1.4 SHOP
NO-47	SHOP	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an employer's involuntary termination from a qualified health plan through the Exchange. This information may be used for small business tax credits, as well as for individual mandates, etc., as applicable.	S	6.1.4 SHOP
NO-48	SHOP	OneGate	Produce written notification / request for employers to verify key eligibility factors (continue to have a current EIN, etc.) for the purposes of annual eligibility / participation renewal and report changes if necessary.	S	6.1.4 SHOP
NO-49	SHOP	OneGate	Produce a notice of annual open enrollment.	S	6.1.4 SHOP

Summarized Noticing Requirements Traceability Matrix

VT Comments

Notification	SHOP	OneGate	In all notices produced by the Exchange regarding eligibility determination, notify employers to their rights and responsibilities (including a right to appeal eligibility decisions).	S	6.1.4 SHOP
NO-50	SHOP	OneGate	Generate a formal written notice informing an employer of the details of an appeal decision.	S	6.2.3 Consumer Assistance General
NO-51	SHOP	Stebel Public Sector CRM	Generate a notification to CMS of any completed appeals decisions.	S	5.2.3 Consumer Assistance General
NO-52	SHOP	Stebel Public Sector CRM	Generate a notification to an employer regarding the employer's adjusted eligibility determination based on the employer's Exchange eligibility appeal decision.	S	6.1.4 SHOP
NO-53	SHOP	OneGate	Produce a mailed, written notice to the employee to provide additional verifications; the automated written notices shall have the capability to include: <ul style="list-style-type: none"> <li>- Employee name</li> <li>- Employee Address</li> <li>- Social security number</li> <li>- Other Employee Contact Information</li> <li>- Employer Name</li> <li>- Worksite Address</li> <li>- Enrollees' dependent information</li> <li>- Information requested</li> <li>- Due date based on date of initial application</li> <li>- Unique identifier, if required</li> </ul>	S	6.1.4 SHOP
NO-54	SHOP	OneGate			
NO-55	SHOP	OneGate	Generate written and on-screen notification of the result of an employee's eligibility determination	S	6.1.4 SHOP
NO-56	SHOP	OneGate	Produce an automated and real-time, electronic notification of plan selection.	S	6.1.4 SHOP
NO-57	SHOP	OneGate	If an employee initiates a voluntary disenrollment through the Exchange, produce an electronic notification to the employee's employer to inform them of the employee disenrollment.	S	6.1.4 SHOP
NO-58	SHOP	OneGate	If an employee initiates a voluntary disenrollment through the Exchange, produce an electronic notification to the issuer to disenroll the employee.	S	6.1.4 SHOP
NO-59	SHOP	OneGate	Prepare a notice to CMS with a minimum dataset of information regarding an employee's disenrollment from a qualified health plan through the Exchange. This information is used for tax administration, as applicable.	S	6.1.4 SHOP
NO-60	SHOP	OneGate	If an employee has an involuntary disenrollment through the Exchange, produce an electronic notification to the employee to inform the employee of the employee disenrollment.	S	6.1.4 SHOP

**Summarized Noticing Requirements Traceability Matrix**

Notification	SHOP	OneGate		\$	6.1.4 SHOP		
NO-61	Notification	OneGate	If an employee has a disenrollment through the Exchange, produce an electronic notification to the employee's employer to inform them of the employee termination and alternative insurance options.	S	6.1.4 SHOP		
NO-62	Notification	OneGate	Produce written notification / request for employee to verify key eligibility factors for the purposes of annual eligibility / enrollment renewal and report changes if necessary.	S	6.1.4 SHOP		
NO-63	Notification	OneGate	Produce a notice of annual open enrollment.	S	6.1.4 SHOP		
NO-64	Notification	OneGate	Process notification notifying employer of coverage for employees. Also, communicate any next steps required by the employer.	S	6.1.4 SHOP		
NO-65	Notification	OneGate	Provide capability to generate a notification to CMS of any completed appeals decisions.	S	6.1.4 SHOP		
NO-66	Notification	OneGate	Generate a notification to an employee regarding the employee's adjusted eligibility determination based on the employee's Exchange eligibility appeal decision.	S	6.1.4 SHOP		
NO-67	Notification	OneGate	Prepare and send communication to the employer regarding changes to the Employer's worksite locations.	S	6.1.4 SHOP		
NO-68	Notification	OneGate	Prepare and send communication to the employer regarding changes to the employer's employee roster.	S	6.1.4 SHOP		
NO-69	Notification	OneGate	Prepare and send communication to the employee regarding changes to the Employee contact information.	S	6.1.4 SHOP		
NO-70	Notification	OneGate	Report employee contact information changes to the issuer.	S	6.1.4 SHOP		
NO-71	Notification	OneGate	Prepare and send communication to the employee regarding changes to the employee's account due to a Qualifying Event.	S	6.1.4 SHOP		
NO-72	Notification	OneGate	Prepare and send monthly report to employer with the insurance bill, indicating changes to their employee enrollment list. Some of these changes will result from the employee's reporting of Qualifying Events.	S	6.1.4 SHOP		
NO-73	Notification	OneGate	Process notification notifying employer of coverage for employees. Also, communicate any next steps required by the employer.	S	6.1.4 SHOP		
NO-74	Notification	CGI Plan Management	Provide the ability to generate letter of denial indicating that an issuer and/or Plan has not been accepted into the Exchange	W	6.1.3 Plan Management		SERFF capability? Or DFR manual process?
NO-75	Notification	CGI Plan Management	Produce electronic and paper notices for issuers indicating the results of the compliance and quality reviews, i.e. the compliance and quality rating determination	W	6.1.3 Plan Management		SERFF capability? Or DFR manual process?

Summarized Noticing Requirements Traceability Matrix

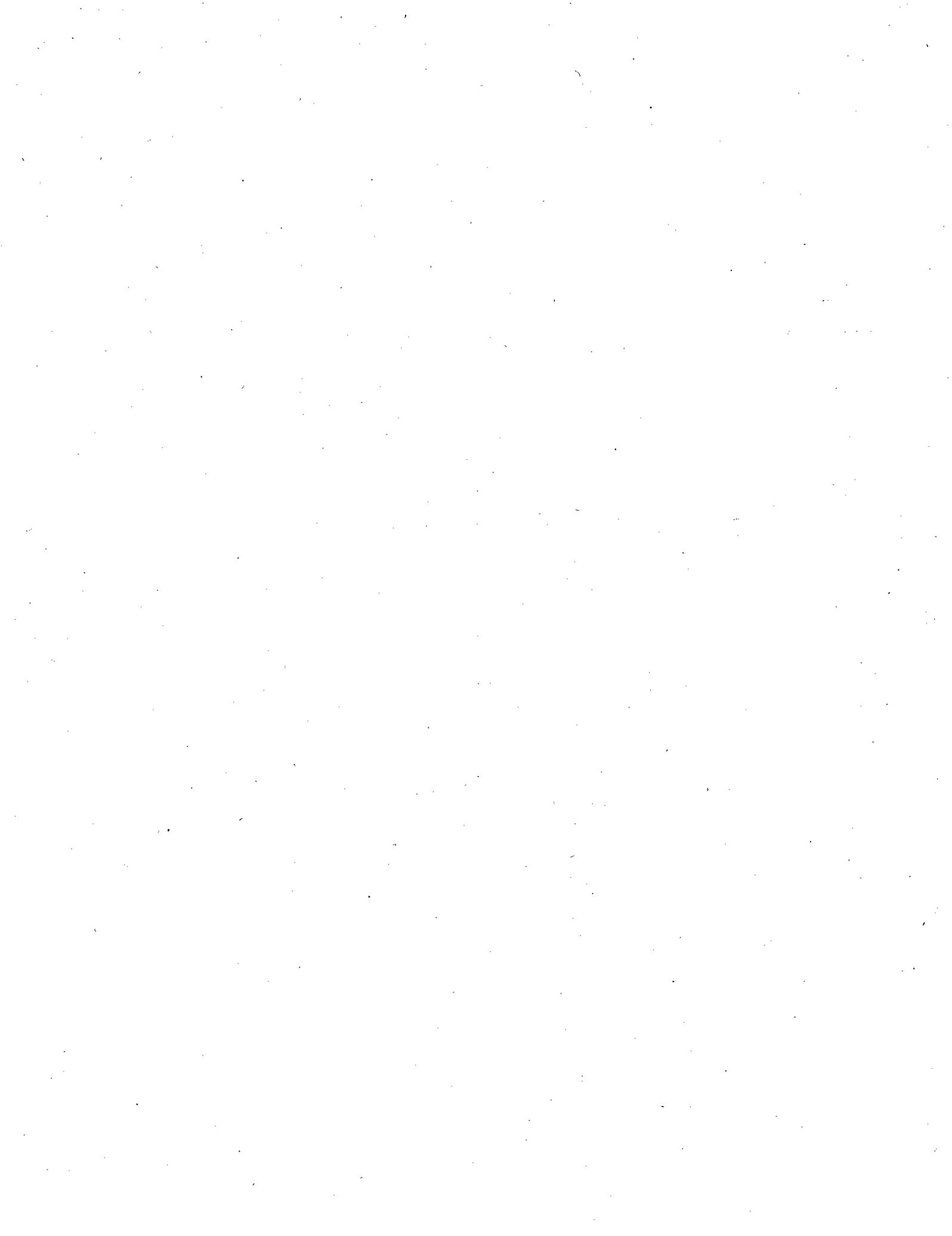
		Requirements		Traceability		Comments	
Requirement ID	Requirement Description	Category	Sub-Category	Priority	Source	Target	Notes
NO-76	Notification	Plan Management	CGI Plan Management	W	Produce electronic and paper notices to issuers when a plan is not renewed to be in the Exchange	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-77	Notification	Plan Management	CGI Plan Management	W	Upon request, generate and send renewal request to issuers about the plans desired to be renewed, requesting a notification of intent to renew.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-78	Notification	Plan Management	CGI Plan Management	W	Upon request, generate and send non-renewal notices to issuers about the plans not to be renewed.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-79	Notification	Plan Management	CGI Plan Management	W	Upon request, generate and send electronic decertification notices to issuers about the plans to be decertified.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-80	Notification	Plan Management	CGI Plan Management	W	Upon request, generate and send letter (mail) decertification notices to issuers about the plans to be decertified.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-81	Notification	Plan Management	CGI Plan Management	W	Provide the ability to send electronic notification to the Insurance Division about a non-renewal or decertification of a plan.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-82	Notification	Plan Management	CGI Plan Management	W	Provide the ability to send electronic notification to the appropriate CMS system for plan management and fiscal management functions about a non-renewal or decertification of a plan.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-83	Notification	Plan Management	CGI Plan Management	W	Recertify the plan and notify issuers consistent with the initial certification process.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-84	Notification	Plan Management	CGI Plan Management	W	Update CMS with plan certified plan information consistent with the initial certification process	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-85	Notification	Plan Management	CGI Plan Management	W	Upon rate approval, send updated plan/rate/benefit data to the appropriate CMS system for plan management and fiscal management functions for determination of silver plans.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-86	Notification	Plan Management	CGI Plan Management	W	If a rate increase is denied, generate a denial notice to the issuer both electronically, and as a formal notice that can be mailed.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-87	Notification	Plan Management	CGI Plan Management	W	If a rate increase is approved, generate an approval notice to the issuer both electronically, and as a formal notice that can be mailed.	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-88	Notification	Plan Management	CGI Plan Management	W	Screen submitted rate and benefit data and provide formatting error information back to the issuer if data format is not correct	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-89	Notification	Plan Management	CGI Plan Management	W	Provide the ability to provide submitted rate and benefit data to the Insurance Division system electronically	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-90	Notification	Plan Management	CGI Plan Management	W	Registered Navigators/Brokers must be able to subscribe to Exchange notifications	6.1.3 Plan Management	SERFF capability? Or DFR manual process?

Summarized Noticing Requirements Traceability Matrix

		Vf Comments	
Notification	Plan Management	CGI Plan Management	Produce electronic or paper notices for issuers indicating the results of the compliance and quality reviews, i.e. the compliance and quality rating determination
NO-91	Plan Management	CGI Plan Management	Produce electronic or paper notices for issuers when a plan is not renewed to be in the Exchange
NO-92	Plan Management	CGI Plan Management	Produce electronic or paper notices to issuers when a plan is not decertified from Exchange
NO-93	Plan Management	CGI Plan Management	Record the plan or issuer decertification event and status information, including date, reason/rationale.
NO-94	Plan Management	CGI Plan Management	Produce electronic notification to the Insurance Division when a issuer/plan is not renewed or is decertified from the Exchange
NO-95	Plan Management	CGI Plan Management	Produce electronic notification to CMS when an issuer/plan is not renewed or is decertified from the Exchange
NO-96	Plan Management	CGI Plan Management	Generate and send renewal request to issuers about the plans desired to be renewed, requesting a notification of intent to renew.
NO-97	Plan Management	CGI Plan Management	Upon request, generate and send non-renewal notices to issuers about the plans not be renewed.
NO-98	Plan Management	CGI Plan Management	Upon request, generate and send electronic decertification notices to issuers about the plans to be decertified.
NO-99	Plan Management	CGI Plan Management	Upon request, generate and send letter (mail) decertification notices to issuers about the plans to be decertified.
NO-100	Plan Management	CGI Plan Management	Provide the ability to send electronic notification to the Insurance Division about a non-renewal or decertification of a plan.
NO-101	Plan Management	CGI Plan Management	Provide the ability to send electronic notification to the appropriate CMS system for plan management and fiscal management functions about a non-renewal or decertification of a plan.
NO-102	Plan Management	CGI Plan Management	Generate re-amendment notification and information storage consistent with the initial certification amendment process.
NO-103	Plan Management	CGI Plan Management	Update CMS with plan certified plan information consistent with the initial certification process
NO-104	Plan Management	CGI Plan Management	

Summarized Noticing Requirements Traceability Matrix

		CGI Comments					
NO-	Notification	Plan Management	CGI Plan Management	Provide notices to be sent to plan consumers if a provider network change requires consumer notification.	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-105	Notification	Plan Management	CGI Plan Management	Notify authorized Exchange users when an issuer has updated any issuer, plan and provider data	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-106	Notification	Plan Management	CGI Plan Management	Authorized Exchange users must automatically receive notification that an enrollment request has been received.	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-107	Notification	Plan Management	CGI Plan Management	Generate an electronic notification to the Insurance Division indicating the plan enrollment status upon approval of the enrollment change request.	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-108	Notification	Plan Management	CGI Plan Management	Approval of the enrollment change request must generate an electronic notification to Exchange issuers indicating the plan enrollment status	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-109	Notification	Plan Management	CGI Plan Management	Approval of the enrollment change request must generate an electronic notification to registered Navigators/Brokers indicating the plan enrollment status	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-110	Notification	Plan Management	CGI Plan Management	Approval of the enrollment change request must send an update transaction to the appropriate CMS system for plan management and fiscal management functions indicating the plan enrollment status change and other information required by CMS	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-111	Notification	Plan Management	CGI Plan Management	Approval or disapproval of the enrollment change request must send notification to the requesting issuer.	W	6.1.3 Plan Management	SERFF capability? Or DFR manual process?
NO-112	Notification	Plan Management	CGI Plan Management				





**Technical Requirements Traceability Matrix**

										VT Comments	
General	Non-functional	All, as appropriate		Support "plain language" as defined in the Plain Language Act of 2010.	S	6.2 Technical					
TC-7	General	All, as appropriate		Support "plain language" as defined in the Plain Language Act of 2010.	S	6.2 Technical					
TC-8	Auditing	All, as appropriate	Solution	Provide the ability to audit and log the network system/application and detailed user activity including data available to the user, data viewed by user, data downloaded by user, data uploaded by the solution, and all actions taken by user while in the system) in accordance with policy defined by the Exchange.	W	6.2 Technical					
TC-9	Auditing	All, as appropriate	Solution	Provide and retain transaction logs in accordance with the National Institute of Standards and Technology (NIST) requirements.	S	6.2 Technical					
TC-10	Auditing	All, as appropriate	Solution	Provide and retain transaction logs in accordance with the Health Insurance Portability and Accountability Act (HIPAA).	S	6.2 Technical					
TC-11	Auditing	All, as appropriate	Solution	Provide and retain transaction logs in accordance with the Harmonized Security and Privacy Framework.	S	6.2 Technical					
TC-12	Auditing	All, as appropriate	Solution	Provide reporting for security audits and compliance activities based on designated timeframes.	W	6.2 Technical					

Technical Requirements Traceability Matrix

										VT Comments	
TC-13	Auditing	Solution	All, as appropriate	Provide ability to set security controls for audit logs via role based access controls.	S	6.2 Technical					
TC-14	Auditing	Solution	All, as appropriate	Provide flexible audit report function (including on demand feature) and audit logging ability.	W	6.2 Technical					
TC-15	Auditing	Solution	All, as appropriate	Provide ability to perform the database capabilities to facilitate auditing.	S	6.2 Technical					
TC-16	Auditing	Contractor	CGI Government Cloud	The Contractor shall support an audit of data center operations by a 3rd party vendor, including, but not limited to: SSAE-16, Penetration Test, etc.	S	6.6.4 Hosting and Operations Environment					
TC-17	Auditing	Contractor	All, as appropriate	The Contractor shall provide the ability for the Exchange to examine system and error daily logs to minimize and predict system problems and initiate appropriate action.	S	6.2 Technical					
TC-18	Disaster Recovery	Solution	CGI Government Cloud	The Contractor shall provide the ability to utilize alternative remote back-up sites that are at least 60 miles or as agreed upon by the Contractor and the Exchange, and are separate and distinct from primary hosting facility with a ramp up period within the Recovery Time Objective defined by the Exchange.	S	6.6.4 Hosting and Operations Environment					



Technical Requirements Traceability Matrix

		VT Comment						
TC-25	General	Solution	All, as appropriate	The solution shall support multiple industry standard operation systems.	S	6.2 Technical		
TC-26	General	Solution	OneGate	The solution shall support small personal computing devices that will include the following mobile phone and tablet platforms: - iPhone - iPad - Android phones and tablets - Blackberry phones and tablets - Windows mobile phones and tablets	W	6.1.2 Individual Enrollment		Assume the site is safari compliant
TC-27	General	Solution	All, as appropriate	The solution shall comply with Centers for Medicaid and Medicare Services (CMS) requirements to establish a framework of enabling technologies and processes that support improved administration of the Medicaid program, in accordance with the MITA 3.0 framework.	S	6.2 Technical		
TC-28	General	Solution	All, as appropriate	The solution shall offer a modular, flexible approach to systems development using MITA 3.0 guidelines and SOA component-oriented design principles.	S	6.2 Technical		
TC-29	General	Solution	All, as appropriate	The solution shall allow for the alignment with and increasing advancement of Medicaid Information Technology Architecture (MITA) maturity for business, architecture, and data in all systems development efforts.	S	6.2 Technical		
TC-30	General	Solution	All, as appropriate	The solution shall meet ADA and LEP requirements set by the ACA	S	6.2 Technical		

Technical Requirements Traceability Matrix

VT Comments

TC-31	General	Solution	ThunderheadNow	The solution shall provide the ability to receive, store, display, and print documents sent to the Exchange.	S	6.2 Technical			
TC-32	General	Contractor	All, as appropriate	The contractor shall ensure that the solution and Service Center complies with all applicable State Information Security Policy (Rev. November 13, 2009).	W	6.2 Technical			
TC-33	General	Contractor	All, as appropriate	The contractor shall provide a method to test the solution compliance against Section 508(c) of the Rehabilitation Act for all types of user interface screens (static, dynamic, Web, client-server, mobile, etc.).	S	6.2 Technical			
TC-34	Hosting Services	Solution	All, as appropriate	The solution shall provide the ability to support commonly used internet browsers with backwards compatibility as defined by the Exchange.	S	6.2 Technical			
TC-35	Hosting Services	Solution	CGI Government Cloud	The solution shall utilize a service management framework such as ITIL v3 or equivalent framework to manage IT services and infrastructure.	S	6.5.4 Hosting and Operations Environment			
TC-36	Hosting Services	Solution	CGI Government Cloud	The solution must include hosting services for the development, testing/verification, training, certification and production environments that will be used to develop, maintain, and operate the solution.	S	6.5.4 Hosting and Operations Environment			

Technical Requirements Traceability Matrix

VFP Comments

TC-37	Hosting Services	Solution	All, as appropriate	The solution shall provide a standardized mechanism for Conflict Management and data integrity.	S	6.2 Technical
TC-38	Hosting Services	Solution	CGI Government Cloud	The solution shall be hosted in an environment that ensures that servers are housed in a climate-controlled environment that meets industry standards including, fire and security hazard detection, electrical needs, and physical security.	S	6.6.4 Hosting and Operations Environment
TC-39	Hosting Services	Solution	All, as appropriate	The contractor shall provide the ability for the state to examine system and error logs daily to minimize and predict system problems and initiate appropriate action.	S	6.2 Technical
TC-40	Hosting Services	Solution	All, as appropriate	The contractor shall completely test and apply patches for all third-party software products before release.	S	6.7 Technical
TC-41	Hosting Services	Solution	Maintenance and Operations Support	The Contractor shall notify the Exchange prior to the application of any testing or application of modifications to third-party software products	S	6.1 Business Overview
TC-42	Hosting Services	Solution	CGI Government Cloud	The contractor shall ensure that non-critical system management, virtualization, and administrative operational and system administration controls are isolated on the network layer that would contain protected health information (PHI) to prevent unnecessary administrative access to PHI.	S	6.6.4 Hosting and Operations Environment

Technical Requirements Traceability Matrix

VT Comments

TC	Hosted Services	Solution	CGI Government Cloud	Requirements	Severity	6.6.4 Hosting and Operations Environment
TC-43	Hosting Services	Solution	CGI Government Cloud	The system shall utilize industry standard security protocols for transmitting data over networks (e.g. SSL, TLS, etc.)	S	6.6.4 Hosting and Operations Environment
TC-44	Hosting Services	Solution	CGI Government Cloud	The contractor shall implement network protection capabilities to detect and eliminate malicious software and/or unauthorized external connection attempts on network monitoring devices, servers, peripheral devices, and desktop workstations.	S	6.6.4 Hosting and Operations Environment
TC-45	Hosting Services	Contractor	CGI Government Cloud	The contractor shall provide all hosting services at data center(s), including back-up and recovery, at sites located within the United States.	S	6.6.4 Hosting and Operations Environment
TC-46	Hosting Services	Contractor	CGI Government Cloud	The contractor shall ensure that all data center operations and technical staff shall be located within the United States.	S	6.6.4 Hosting and Operations Environment
TC-47	Hosting Services	Contractor	CGI Government Cloud	The contractor is required to host, maintain, and operate the solution in production for the contract term.	S	6.6.4 Hosting and Operations Environment
TC-48	Hosting Services	Contractor	CGI Government Cloud	The contractor will be responsible for providing, installing, and maintaining all hardware, software, network components, and other infrastructure elements for the solution.	S	6.6.4 Hosting and Operations Environment

**Technical Requirements Traceability Matrix**

								VT Comments	
TC	Category	Contractor	Maintenance and Operations Support	Requirement	Priority	Business Overview	Technical		
TC-49	Hosting Services	Contractor	Maintenance and Operations Support	The contractor shall maintain reliable business operations in accordance with the agreed upon SLA.	5	6.1 Business Overview			
TC-50	Hosting Services	Contractor	Maintenance and Operations Support	The Contractor shall provide a system with response times and transaction volume as defined by agreed upon SLA.	5	6.1 Business Overview			
TC-51	Identity Management and Authentication	Solution	Oracle Identity Management	The system will enforce a single system identify for each unique user involved with the Exchange	5	6.2 Technical			
TC-52	Identity Management and Authentication	Solution	Oracle Identity Management	The solution will be able to establish family or household linkages between individual accounts.	5	6.2 Technical			
TC-53	Identity Management and Authentication	Solution	CGI Government Cloud	The solution shall provide intrusion detection and prevention services.	5	6.5.4 Hosting and Operations Environment			
TC-54	Identity Management and Authentication	Solution	CGI Government Cloud	The solution shall provide Certificate Authority for secure server side transactions.	5	6.6.4 Hosting and Operations Environment			

Technical Requirements Traceability Matrix

VI Comments

TC	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall provide a complete user provisioning and de-provisioning solution to support achievement of the privacy and security requirements as defined by the Exchange.	S	6.2 Technical
TC-55	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall provide a complete user provisioning and de-provisioning solution to support achievement of the privacy and security requirements as defined by the Exchange.	S	6.2 Technical
TC-56	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall support user account authentication procedures with configurable parameters (time, cipher strength, logon attempts, etc.).	S	6.2 Technical
TC-57	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall support account retirement and deactivation requirements as determined by Exchange identity management policies and procedures.	S	6.2 Technical
TC-58	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall support issue and manage public key certificates for secure transactions.	S	6.2 Technical
TC-59	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall support the ability to verify and validate system identity via public key certificates for secure transactions.	S	6.2 Technical
TC-60	Identity Management and Authentication	Solution	Oracle Identity Management	The solution shall support the ability to delegate or utilize 3rd party authentication services for specific transactions via an external trust and authentication	S	6.2 Technical

Technical Requirements Traceability Matrix

		JCI Comments						
TC-61	Information Technology Help Desk	Contractor	CGI Government Cloud	The Contractor shall provide live Tier-1 support 24X7.	S	6.6.4 Hosting and Operations Environment		
TC-62	Information Technology Help Desk	Contractor	Maintenance and Operations Support	The Contractor shall be held accountable to issue resolution standards as defined by the agreed upon SLA.	S	6.1 Business Overview		
TC-63	Information Technology Help Desk	Contractor	CGI Government Cloud	The Contractor shall operate and incident management system that provides reporting in line with agreed upon SLA.	W	6.6.4 Hosting and Operations Environment		
TC-64	Interfaces	Solution	All, as appropriate	The solution shall provide real-time interfaces to transfer data between the Exchange's solution and existing state systems (such as the Eligibility Rules Engine, state Medicaid systems, Case Management systems, Identity Access Management systems, SERFF, HIOS, Federal Data Services Hub, etc.), databases and financial systems.	C	6.2 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	
TC-65	Interfaces	Solution	All, as appropriate	The solution shall provide new and or update existing two-way, real-time interfaces to transfer data between the system and 3rd party vendors (i.e. Insurance Division, insurance carriers, federal databases, etc).	C	6.2 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	
TC-66	Interfaces	Solution	All, as appropriate	The solution shall provide interfaces to existing State systems that leverage existing interface designs to incorporate extensible markup language (XML) to support the requirements of the solution and associated applications.	C	6.2 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.	

Technical Requirements Traceability Matrix

VT Comments

Interfaces	Solution	Oracle Enterprise Service Bus	The solution shall provide functionality that knows how, and when, to communicate with interfacing systems.	C	6.2 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.
TC-67	Interfaces	All, as appropriate	Provide flexibility to interface using industry standard protocols (e.g. XML, SOAP, etc.)	C	6.2 Technical	CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.
TC-68	Maintenance and Operations	Maintenance and Operations Support	The contractor shall provide routine maintenance periods as defined by the agreed upon SLA.	S	6.1 Business Overview	
TC-69	Maintenance and Operations	Maintenance and Operations Support	The contractor shall conduct non-routine maintenance during a mutually agreeable timeframe as defined by the agreed upon SLA.	S	6.1 Business Overview	
TC-70	Maintenance and Operations	Maintenance and Operations Support	Conduct testing on any changes, upgrades to hardware or patches applied to ensure backward compatibility of its solution and integration within and outside the Exchange	S	6.1 Business Overview	
TC-71	Maintenance and Operations	Maintenance and Operations Support	The contractor shall work with the Exchange team in advance of any release or changes to allow the Exchange team to adequately test, verify and train to support the smooth operation of the Exchange and its solutions	S	6.1 Business Overview	
TC-72	Maintenance and Operations	Maintenance and Operations Support				

**Technical Requirements Traceability Matrix**

										M Comments	
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Maintenance and Operations	Contractor	Maintenance and Operations Support	Provide access for appropriate and authorized Exchange team members to the test and training environments to ensure correct implementation of changes before the changes are released to the production environment	S	6.1 Business Overview						
TC-73											
Maintenance and Operations	Contractor	Maintenance and Operations Support	Provide version control management capability. All changes to the solution shall be reported and approved by the state, be maintained in the Contractor's version control management solution, which shall be available to the Exchange for review and audit as needed.	S	6.1 Business Overview						
TC-74											
Regulations & Statutory Compliances	Solution	All, as appropriate	The solution shall ensure the solution meets hosting and handling standards Payment Card Industry (PCI) and ACH data.	C	6.2 Technical					The Hawaii Exchange solution will meet applicable regulations	
TC-75											
Security	Solution	All, as appropriate	The solution shall comply with industry standards and regulations to include, but not limited to the following: Privacy and transaction standards, Federal civil rights laws, Standards adopted by the Secretary under Section 1104 of the Affordable Care Act (ACA), Standards and protocols adopted by the Secretary under Section 1561 of the ACA including NIST SP 800-52, 800-53i, 800-77, or 800-113 or others as specified in the federal Information Security Policy Reference Model (ISPRM) and other external vendors.	W	6.2 Technical					The Hawaii Exchange solution will meet applicable regulations	
TC-76											
Security	Solution	CGI Government Cloud	The solution shall support penetration testing from external vendors.	S	6.6.4 Hosting and Operations Environment						
TC-77											
Security	Solution	CGI Government Cloud	The solution shall maintain strict access controls to safeguard all areas where Exchange data could be accessed.	S	6.6.4 Hosting and Operations Environment						
TC-78											

Technical Requirements Traceability Matrix

VP Comments

TC	Security	Solution	CGI Government Cloud		S	6.6.4 Hosting and Operations Environment
TC-79				The solution shall implement correct plans from internal and external risk assessment and vulnerability testing and/or external (3rd Party) HIPAA audit/review that discusses threats, vulnerabilities and impacts, including network and web application.		
TC-80	Security	Solution	Oracle Identity Management	The solution shall implement a provisioning, review, and de-provisioning scheme for user identification, authentication and authorization, including activation and de-activation.	S	6.2 Technical
TC-81	Security	Solution	Oracle Identity Management	The solution shall manage user profiles including defining access to data types and security credentials.	S	6.2 Technical
TC-82	Security	Solution	Oracle Identity Management	The solution shall allow users to reset passwords and unlock locked accounts from a web portal interface.	S	6.2 Technical
TC-83	Security	Solution	Oracle Identity Management	The solution shall pass credentials for authentication and authorization from the Exchange solution to authenticate system access to web service transactions.	S	6.2 Technical
TC-84	Security	Solution	Oracle Identity Management	The solution shall restrict access to user, provider, or organizational data to authorized users.	S	6.2 Technical

**Technical Requirements Traceability Matrix**



TC-85	Security	Solution	Oracle Identity Management	The solution shall ensure non-repudiation* as part of digital signature verification to prevent data from being altered, deleted or damaged during exchange.	S	6.2 Technical
TC-86	Security	Solution	Oracle Identity Management	The solution shall have the ability to set automatic alerts to system administrators when a breach pattern or unauthorized use activity is detected.	S	6.2 Technical
TC-87	Security	Solution	All, as appropriate	The solution shall support "user exits" or a "pluggable authentication module" (PAM) to enable user transition between the solution and local systems that are authorized as third party connections to the solution.	S	6.2 Technical
TC-88	Security	Solution	Oracle Identity Management	The solution shall implement and support two-factor authentication (i.e. two kinds of evidence).	W	6.2 Technical
TC-89	Security	Solution	All, as appropriate	The solution shall provide the ability for web service providers and service consumers to interact via the solution.	S	6.2 Technical
TC-90	Security	Solution	All, as appropriate	The solution shall provide the ability to implement security for transport and messaging via web services.	S	6.2 Technical

**Technical Requirements Traceability Matrix**

V Comments

TC	Security	Solution	All, as appropriate	Of Disclosures report can be provided to the individual if requested.	S	6.2 Technical			
TC-91	Security	Solution	All, as appropriate	The solution shall track all access so that an Accounting Of Disclosures report can be provided to the individual if requested.	S	6.2 Technical			
TC-92	Security	Solution	All, as appropriate	The solution shall provide the ability disable accounts as defined in the agreed upon SLA.	S	6.2 Technical			
TC-93	Security	Solution	All, as appropriate	The solution shall provide security administration functionality to apply user permissions based on roles to accommodate access controls that align with federal (ANSI) standards for Role Based Access Controls.	S	6.2 Technical			
TC-94	Security	Solution	All, as appropriate	The solution shall ensure that all health information in transit and at rest is unusable, unreadable, or indecipherable to unauthorized individuals through use of a technology or methodology specified by the Secretary of the Federal Department of Health and Human Services in the guidance issued under section 13402(h)(2) of the American Recovery and Reinvestment Act of 2009 (P.L. 111-5), or any update to that guidance.	W	6.2 Technical			
TC-95	Security	Solution	All, as appropriate	The solution shall provide the same security provisions for the development, system test, acceptance test and training environment as those used in the production environment.	S	6.2 Technical			
TC-96	Security	Contractor	All, as appropriate	The contractor shall ensure that the Exchange solution system documentation is protected from unauthorized access.	S	6.2 Technical			

**Technical Requirements Traceability Matrix**

VT Comments

	Security	Contractor	Oracle Identity Management	The Contractor shall define all initial user security roles and access permissions as defined by the State to ensure users are able to access the system at system go-live.	W	6.2 Technical			
TC-97									
TC-98	Training	Contractor	Maintenance and Operations Support	The Contractor shall provide initial and ongoing maintenance and operations training for State and Exchange staff.	W	6.1 Business Overview			



Web Portal UX Requirements Traceability Matrix

Item ID	Requirement	Category	Priority	Impact	Source	Version
WP-1	Design based on Enrollment 2014 UX project	Design	S	High	OneGate	6.2.2 Web Portal UX
WP-2	Provide content specific help on screen for users	Design	S	High	OneGate	6.2.2 Web Portal UX
WP-3	Provide additional language support features. At a minimum, the system should provide language "flag" icons to direct consumers in their native language to Navigator and/or Translation services	Design	S	High	OneGate	6.2.2 Web Portal UX
WP-4	Persist live chat and telephone support options on all Portal Views	Design	W	High	Siebel Public Sector CRM	6.2.2 Web Portal UX
WP-5	Provide trained business user portal content management capabilities	Design	S	High	OneGate	6.2.2 Web Portal UX
WP-6	Display general information about the state's health and human services programs publicly for all users to view without requiring a login.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-7	Display and provide browsing capabilities on the various health options and plans available to users without requiring a login.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-8	Provide robust search capability for information contained on the portal without requiring a login.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-9	Provide capability for users to search for Navigators using a variety of criteria without requiring a login.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-10	Provide information on the procedures, including materials that will be needed to complete the application process for signing up for health coverage without requiring a login.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-11	Provide users (including authorized representatives) the option to complete a pre-screening of potential eligibility for state health and human services programs via a configurable module.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-12	Provide an expedited expert level pre-screening function to Navigators, brokers, call center staff, and caseworkers.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-13	Accept input from Navigators, caseworkers, Call Center staff and customers necessary for pre-screening.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-14	Display the results of the pre-screening assessment of eligibility to Navigators, caseworkers, call center staff, and customers.	General	S	High	OneGate	6.2.2 Web Portal UX
WP-15	Provide the ability to flag any information or situations that require more detailed information and direct individuals for further assistance.	General	W	High	OneGate	6.2.2 Web Portal UX

Web Portal UX Requirements Traceability Matrix

		VT Comments	
Web Portal	General	OneGate	Support additional data-gathering regarding user experience with QHPs and/or quality of care (i.e. surveys, questionnaires, etc.)
WP-16	Web Portal	OneGate	Support additional data-gathering regarding user experience with QHPs and/or quality of care (i.e. surveys, questionnaires, etc.)
WP-17	Web Portal	OneGate	Provide unverified exchange web portal login/accounts - Enable user to save information and return to the site without giving 'official' identity verification data (e.g. SSN, name, etc)
WP-18	Web Portal	OneGate	Provide verified Exchange web portal login/accounts with appropriate system access according to system assigned role (e.g. consumer, Navigator, issuer, etc.) - Verified accounts are those for whom the individual identity has been verified through an authoritative source (i.e. SSN validation)
WP-19	Web Portal	OneGate	Enable individual users to self declare income information for use in plan comparison. Persist this information for later sessions if the user has created an Exchange Web Portal account
WP-20	Web Portal	OneGate	Enable individual users to compare plans based on factors such as: - Price/premium payment - Deductible - Medal Rating (bronze, silver, gold, platinum) - Quality assessment - Provider availability - Benefit structure - Product Type (e.g. Vision, Dental, etc.) - Member-provided feedback rating
WP-21	Web Portal	OneGate	Provide multiple summary and detail levels of plan comparison information
WP-22	Web Portal	OneGate	Enable users to look up the providers that are affiliated with specific plans and affiliation type (i.e. Tiered PPO model).
WP-23	Web Portal	Plan Management	Provide ability for issuers to upload supporting documentation to the plan selection tool
WP-24	Web Portal	OneGate	Provide a plan selection recommendation engine or wizard that can filter initial results based upon additional user preference and input.
WP-25	Web Portal	OneGate	Provide capability for users to download additional supporting plan documentation as provided by the issuer
WP-26	Web Portal	OneGate	Provide calculator functionality for individuals to estimate their premiums including potential premium tax credit subsidies and cost sharing reductions

Web Portal UX Requirements Traceability Matrix

Web Portal UX Requirements Traceability Matrix		VT Comments	
Web Portal	Eligibility	OneGate	6.2.2 Web Portal UX
WP-27	Provide a dynamic application entry engine to collect information required to determine eligibility for health and human service programs. The system shall tailor the application process based upon user response to questions.	OneGate	S
WP-28	Provide a progress bar to show users where they are in the application process	OneGate	S
WP-29	Enable individual users to submit information for eligibility, for example: - SSN - Address - Date of birth - Name - Household income	OneGate	S
WP-30	Provide status of eligibility request received from the eligibility service	OneGate	C CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.
WP-31	Display eligibility results received from the eligibility service	OneGate	C CGI will develop the necessary interfaces, using the ESB, with the Federal and State Agencies as necessary to comply with ACA requirements.
WP-32	Enable individual users to apply for benefits eligibility using alternate income verification (i.e. paper verification).	OneGate	W 6.2.2 Web Portal UX
WP-33	Enable individual users to enroll in a plan which they have selected	OneGate	S 6.2.2 Web Portal UX
WP-34	Enable individual users to reenroll (renew) in a plan which they have selected	OneGate	S 6.2.2 Web Portal UX
WP-35	Allow users to set up payment options for their selected plan(s)	OneGate	S 6.2.2 Web Portal UX
WP-36	Allow users to make recurring and scheduled electronic premium payments through the Exchange portal.	OneGate	S 6.2.2 Web Portal UX
WP-37	Allow authorized users the ability to view their payment histories on the Web Portal	OneGate	W 6.2.2 Web Portal UX
WP-38	Enable Employer to set up SHOP plan selection(s)	OneGate	S 6.2.2 Web Portal UX
WP-39	Enable Employees to compare available SHOP plans	OneGate	S 6.2.2 Web Portal UX
WP-40	Enable Employees to enroll or unenroll in SHOP plan	OneGate	S 6.2.2 Web Portal UX

Via the VT Premium Processor  
Via the VT Premium Processor  
Via the VT Premium Processor

Web Portal UX Requirements Traceability Matrix

		VT Comments	
Web Portal	Eligibility	OneGate	6.2.2 Web Portal UX
WP-27	Provide a dynamic application entry engine to collect information required to determine eligibility for health and human service programs. The system shall tailor the application process based upon user response to questions.	OneGate	S
WP-28	Provide a progress bar to show users where they are in the application process	OneGate	S
WP-29	Enable individual users to submit information for eligibility, for example: - SSN - Address - Date of birth - Name - Household income	OneGate	S
WP-30	Provide status of eligibility request received from the eligibility service	OneGate	C
WP-31	Display eligibility results received from the eligibility service	OneGate	C
WP-32	Enable individual users to apply for benefits eligibility using alternate income verification (i.e. paper verification).	OneGate	W
WP-33	Enable individual users to enroll in a plan which they have selected	OneGate	S
WP-34	Enable individual users to reenroll (renew) in a plan which they have selected	OneGate	S
WP-35	Allow users to set up payment options for their selected plan(s)	OneGate	S
WP-36	Allow users to make recurring and scheduled electronic premium payments through the Exchange portal	OneGate	S
WP-37	Allow authorized users the ability to view their payment histories on the Web Portal	OneGate	W
WP-38	Enable Employer to set up SHOP plan selection(s)	OneGate	S
WP-39	Enable Employees to compare available SHOP plans	OneGate	S
WP-40	Enable Employees to enroll or unenroll in SHOP plan	OneGate	S





**Consumer Assistance - General Requirements Traceability Matrix**

Y=Compliant

CAG-29	Consumer Assistance	Outreach / Education	Siebel Public Sector CRM	The system shall flag consumer assistance staff or navigators of relevant outreach and education materials available when consumer calls about a certain issue/inquiry.	6.2.3 Customer Assistance - General	S			Y
CAG-30	Consumer Assistance	Outreach / Education	Siebel Public Sector CRM	The system shall provide the functionality to generate random surveys to consumers via online, email, letter or phone and then compile data to assess consumer satisfaction.	6.2.3 Customer Assistance - General	S			Y
CAG-31	Consumer Assistance	Outreach / Education	Siebel Public Sector CRM	The system shall capture information on outreach efforts (e.g. how did you hear about us?).	6.2.3 Customer Assistance - General				Y
CAG-32	Consumer Assistance	Workflow	Siebel Public Sector CRM	The system shall improve collaboration and workflow driven processes among staff by integrating CRM with workflow, document management and document imaging technology	6.2.3 Customer Assistance - General	W			Y
CAG-33	Consumer Assistance	Workflow	Siebel Public Sector CRM	The system shall have the ability to integrate voice and electronic transactions into a single workflow.	6.2.3 Customer Assistance - General	S			This is an expected feature but will be in later phase and still be AC compliant
CAG-34	Consumer Assistance	Workflow	Siebel Public Sector CRM	The system shall have the ability to oversee and manage contacts through work item routing and queuing, sending online alerts to staff or supervisors if issues are high priority or overdue.	6.2.3 Customer Assistance - General	W			Y
CAG-35	Consumer Assistance	EDM	ThunderHeadNOW	Support electronic document management (EDM) capabilities	6.2.3 Customer Assistance - General	S			Y
CAG-36	Consumer Assistance	EDM	ThunderHeadNOW	The system shall provide the ability to upload attachments to all individual and correspondence records.	6.2.3 Customer Assistance - General	S			Y
CAG-37	Consumer Assistance	EDM	Siebel Public Sector CRM	The system shall provide the ability to view related correspondence records from a single correspondence record.	6.2.3 Customer Assistance - General	S			This is an expected feature but will be in later phase and still be AC compliant
CAG-38	Consumer Assistance	EDM	ThunderHeadNOW	The system shall provide standard letter templates and the ability to add free form text to customize a letter to the customer's specific issue.	6.1.8 Noticing	W			Y
CAG-39	Consumer Assistance	EDM	Siebel Public Sector CRM	The system shall link scanned images to correspondence and records to provide one view of all related material (images, letters, or contacts with staff).	6.2.3 Customer Assistance - General	W			Y
CAG-40	Consumer Assistance	Contact Tracking	Siebel Public Sector CRM	The system shall assign a unique number to identify each instance of a contact.	6.2.3 Customer Assistance - General	S			Y
CAG-41	Consumer Assistance	Contact Tracking	Siebel Public Sector CRM	The system shall accommodate the receipt and tracking of requests or inquiries via telephone, letter, fax, walk in, email, web, or any other channel used by the consumers.	6.2.3 Customer Assistance - General	S			Y
CAG-42	Consumer Assistance	Contact Tracking	Siebel Public Sector CRM	The system shall track and search on contacts with basic identifying information such as time and date of contact, provider number, member number, caller name, agent id, contact type, reason, status of issue, or any combination thereof.	6.2.3 Customer Assistance - General	W			Y

Consumer Assistance - General Requirements Traceability Matrix

		Y7 Comments						
CAG-43	Consumer Assistance	Reporting	Siebel Public Sector CRM	The system shall generate ad-hoc and standard reports in real time as well as historical for incoming and outgoing contacts.	S	6.2.3 Customer Assistance - General		Y
CAG-44	Consumer Assistance	Reporting	Siebel Public Sector CRM	The system shall report on multiple data points: volume of contacts, by contact type, reason for contact, type of consumer, complaints, appeals, resolution, transfers to other programs, consumer satisfaction, by agent, specified time frames.	S	6.2.3 Customer Assistance - General		Y
CAG-45	Consumer Assistance	Reporting	Siebel Public Sector CRM	The system shall have the ability to extract data in user friendly formats, such as Excel.	S	6.2.3 Customer Assistance - General		Y
CAG-46	Consumer Assistance	Quality Monitoring	Call Center	The system shall provide quality monitoring tools and processes to enable a continuous improvement cycle for the contact center staff that includes: - Plug-in - Silent monitoring (including remote) - Record and review to assess whether call was answered accurately - Voice and screen/multi-media monitoring - Conferencing capabilities - Ability to assess or rate an agent's quality and service using grading system and to store that data	O	6.2.3 Customer Assistance - General	CGI assumes that quality monitoring of calls will occur within the call center tools. The Oracle Right Now tool can integrate with these to provide a complete record of call history.	Y



Consumer Assistance - Case Management Requirements Traceability Matrix

Consumer Assistance		Case Management--Administration	OneGate	Provide a mechanism for role-based access control for any changes to the rules or parameters in the rules engine. Track all changes made to an account in an auditable log.	S	6.2.4 Consumer Assistance Case Management	Y
CACM-17	Consumer Assistance	Case Management--Administration	OneGate	Track all changes made to an account in an auditable log.	S	6.2.4 Consumer Assistance Case Management	Y
CACM-18	Consumer Assistance	Case Management--Administration	OneGate	The system must provide queries/reports to track and manage complaint workload, disposition, assignments and status.	W	6.2.4 Consumer Assistance Case Management	Y
CACM-19	Consumer Assistance	Case Management--Administration	OneGate	Allow supervisors to enter the system through a customized portal to view and manage all the cases of the caseworkers under their jurisdiction.	S	6.2.4 Consumer Assistance Case Management	Y
CACM-20	Consumer Assistance	Case Management--System Access	OneGate	Allow administrators to enter the system through a customized portal to view, manage, and if necessary correct case data if a computer systems error has occurred, as long as there is sufficient documentation noted in the record. Any system errors that are identified will be reviewed through a quality assurance process.	S	6.2.4 Consumer Assistance Case Management	Y
CACM-21	Consumer Assistance	Case Management--System Access	OneGate				

Y/T Comments

**Navigator Requirements Traceability Matrix**

VT Comments

Consumer Assistance	Navigators	OneGate	Provide consumers with general information regarding Navigator Program, including information regarding certification of Navigators and relationship to Exchange, Issuers, Providers and Brokers	S	6.2.5 Consumer Assistance Navigator
CAN-1	Navigators	OneGate	Provide consumers with general information regarding Navigator Program, including information regarding certification of Navigators and relationship to Exchange, Issuers, Providers and Brokers	S	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Allow certified Navigators to enter the portal through a distinct login.	S	6.2.5 Consumer Assistance Navigator
CAN-2	Navigators	OneGate	Allow certified Navigators to enter the portal through a distinct login.	S	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Allow Navigators to create an account with the Exchange.	S	6.2.5 Consumer Assistance Navigator
CAN-3	Navigators	OneGate	Allow Navigators to create an account with the Exchange.	S	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Require Navigators to provide credentials and certification information to establish an account.	S	6.2.5 Consumer Assistance Navigator
CAN-4	Navigators	OneGate	Require Navigators to provide credentials and certification information to establish an account.	S	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Allow consumers to see the Navigator's credentials and certification information and select a Navigator based on them. It will also flag Management if Navigator information is not up to date, or on probation for misconduct.	W	6.2.5 Consumer Assistance Navigator
CAN-5	Navigators	OneGate	Allow consumers to see the Navigator's credentials and certification information and select a Navigator based on them. It will also flag Management if Navigator information is not up to date, or on probation for misconduct.	W	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Verify the information provided by the Navigator.	W	6.2.5 Consumer Assistance Navigator
CAN-6	Navigators	OneGate	Verify the information provided by the Navigator.	W	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Create an account for the Navigator and assign a unique ID that will be maintained in the Navigator account.	S	6.2.5 Consumer Assistance Navigator
CAN-7	Navigators	OneGate	Create an account for the Navigator and assign a unique ID that will be maintained in the Navigator account.	S	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigators	OneGate	Track the number of persons assisted by each Navigator on a monthly basis and produce detailed reports on such activity.	W	6.2.5 Consumer Assistance Navigator
CAN-8	Navigators	OneGate	Track the number of persons assisted by each Navigator on a monthly basis and produce detailed reports on such activity.	W	6.2.5 Consumer Assistance Navigator

**Navigator Requirements Traceability Matrix**

VT Comments

Consumer Assistance	Navigator	OneGate	Generate reports by Navigator; determining effectiveness by community, population, enrollment.	W	6.2.5 Consumer Assistance Navigator
CAN-9	Navigator	OneGate	Generate reports by Navigator; determining effectiveness by community, population, enrollment.	W	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigator	OneGate	Track Navigator performance metrics as defined by the state to determine effectiveness of Navigator or use incentive based compensation (e.g., number of enrollees, referrals, problem resolution, etc.)	W	6.2.5 Consumer Assistance Navigator
CAN-10	Navigator	OneGate	Track Navigator performance metrics as defined by the state to determine effectiveness of Navigator or use incentive based compensation (e.g., number of enrollees, referrals, problem resolution, etc.)	W	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigator	OneGate	Provide a feedback or communication loop to the Navigators; a way for state agencies to communicate information to them (for example, change in QHPs, new programs or processes on which they need education).	W	6.2.5 Consumer Assistance Navigator
CAN-11	Navigator	OneGate	Provide a feedback or communication loop to the Navigators; a way for state agencies to communicate information to them (for example, change in QHPs, new programs or processes on which they need education).	W	6.2.5 Consumer Assistance Navigator
Consumer Assistance	Navigator	OneGate	The system shall flag Management if Navigator has performance issues (e.g., missing deadlines, aging and outstanding customer inquiries, incomplete applications, enrollment, etc.)	W	6.2.5 Consumer Assistance Navigator
CAN-12	Navigator	OneGate	The system shall flag Management if Navigator has performance issues (e.g., missing deadlines, aging and outstanding customer inquiries, incomplete applications, enrollment, etc.)	W	6.2.5 Consumer Assistance Navigator

**Navigator Requirements Traceability Matrix**

VT Comments

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**Navigator Requirements Traceability Matrix**

V1 Comments

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**Navigator Requirements Traceability Matrix**

UT Comments

**Mandatory Optional Requirements Traceability Matrix**

Y Comments

MO	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	Description	S	6.7.1 Call Center Operations	Y
MO-1	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The CRM shall manage contacts with, including but not limited to, Providers, Members, Consumers, Navigators, Brokers and other entities as identified by the Exchange.	S	6.7.1 Call Center Operations	Y
MO-2	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system will support multimedia communications such as but not limited to: email, letter, phone, fax, web portal, chat, text messages.	S	6.7.1 Call Center Operations	Y
MO-3	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall provide online access to customer support staff about caller information and real-time transaction activity (e.g. application status, premium payment).	W	6.7.1 Call Center Operations	Y
MO-4	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall provide the ability to archive and purge calls, contacts, correspondence from the CRM according to Exchange-defined criteria.	W	6.7.1 Call Center Operations	Y
MO-5	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall have the ability to store the caller's preferred method of communication, including need for deaf or other language interpretation.	W	6.7.1 Call Center Operations	Y
MO-6	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall provide speech and hearing impaired customers with the ability to communicate through a Teletypewriter (TTY) or Telecommunications Display Device (TDD).	S	6.7.1 Call Center Operations	Y
MO-7	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The CRM solution shall seamlessly integrated with at least the following Customer Support technology systems and needs: - Call logging and resolution tracking - External IVR - Electronic document management - Training support - Workflow management - Reporting	W	6.7.1 Call Center Operations	Y
MO-8	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall maintain a record of inquiry and correspondence data online, with periodic backups managed by the CRM system administrator. The call center shall be able to store record of recordings of assisted calls, in a time frame specified by the Exchange.	S	6.7.1 Call Center Operations	Y
MO-9	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall provide functionality that is capable of integrating with other systems, such as Enrollment/Eligibility, the web portal, the security platform of the Case Management and the Exchange.	W	6.7.1 Call Center Operations	Y
MO-10	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall be expandable in order to support multiple contact centers in separate physical locations that support different programs, including support for the Department of Human Services customer support functions.	S	6.7.1 Call Center Operations	Should support VOIP enabled remote offices.

**Mandatory Optional Requirements Traceability Matrix**

VT Comments

MO	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall have the ability to enable security around confidential consumer data allowing designated staff access. The system shall interface with and support the use of an external IVR system through the Department of Human Services. The system shall provide Automatic Call Distribution (ACD) capability to answer calls from customers in sequence and record and report metrics.	S	6.7.1 Call Center Operations	CGI will integrate the call center with the DHS IVR.	Y
MO-11	Consumer Assistance	CRM/Call Center Functionality	CGI Troy Call Center	The system shall have the ability to enable security around confidential consumer data allowing designated staff access.	S	6.7.1 Call Center Operations	CGI will integrate the call center with the DHS IVR.	Y
MO-12	Consumer Assistance	IVR Technology	CGI Troy Call Center	The system shall interface with and support the use of an external IVR system through the Department of Human Services.	C	6.7.1 Call Center Operations		Y
MO-13	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system shall provide Automatic Call Distribution (ACD) capability to answer calls from customers in sequence and record and report metrics.	S	6.7.1 Call Center Operations		Y
MO-14	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system shall provide capability to prioritize agents by availability, skill set, language, and overflow from other queues.	S	6.7.1 Call Center Operations		Y
MO-15	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system shall provide virtual hold and callback features when thresholds are met for wait time to allow consumers to hang up and receive an automated call when an agent is available.	S	6.7.1 Call Center Operations		Y
MO-16	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system shall have the ability to provide consumers with estimated wait time to speak with an agent and messaging that will remind consumer of other self service options, such as web site.	S	6.7.1 Call Center Operations		Y
MO-17	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system will allow individual contact centers to identify and set performance metrics (e.g. 3% abandonment rate, 15 second speed of answer).	S	6.7.1 Call Center Operations		Y
MO-18	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system will alert management and staff when service levels are not being met.	W	6.7.1 Call Center Operations		Y
MO-19	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system will provide a robust scheduling and forecasting component that allows management to staff call center appropriately; data provided will show peak hours, days, months.	S	6.7.1 Call Center Operations		Y
MO-20	Consumer Assistance	ACD Technology	CGI Troy Call Center	The ACD system will have the ability to monitor and provide real time reporting and forecasting software for: - Abandonment rate - Agent availability and productivity - Average speed of answer - Call length - Contact volume - Customer satisfaction - Handle time - One call resolution rate - Peak hour statistics - Identification of historical trends	S	6.7.1 Call Center Operations		Y
MO-21	Consumer Assistance	ACD Technology	CGI Troy Call Center	The system shall allow authorized managers or supervisors to monitor active calls.	S	6.7.1 Call Center Operations		Y

Currently we have separate systems for ESD and IVR systems for ESD and Maximus. Ideally there should be a unified reporting view in the system. Currently, the CTI is scoped to the Maximus amendment Exchange. Not ideal.

**Mandatory Optional Requirements Traceability Matrix**

Consumer Assistance		ACD Technology	CGI Troy Call Center	The system shall provide the capability to record all call interactions	S	6.7.1 Call Center Operations	Y
MO-22	Enrollment	Medicaid Plan Enrollment	OneGate	Allow for real time and paper enrollment into Medicaid health plans for all eligibles (i.e., federal and state medical assistance programs such as Medicaid, CHIP)	W	6.7.4 Medicaid Plan Selection	Y
MO-23	Enrollment	Medicaid Plan Enrollment	OneGate	Allow Medicaid-eligible individuals to view available plans in the plan selection module with the same level of functionality offered to individuals shopping in the commercial market	W	6.7.4 Medicaid Plan Selection	Y
MO-24	Enrollment	Medicaid Plan Enrollment	OneGate	Provide a mechanism to determine plan assignment, defined by the DHS, if an individual fails to select a plan within the required timeframe.	W	6.7.4 Medicaid Plan Selection	Y
MO-25	Enrollment	Medicaid Plan Enrollment	OneGate	Allow for retroactive plan enrollment based on criteria established by DHS.	W	6.7.4 Medicaid Plan Selection	Y
MO-26	Enrollment	Medicaid Plan Enrollment	OneGate	Transmit plan selection electronically based on DHS defined criteria.	W	6.7.4 Medicaid Plan Selection	Y
MO-27	Enrollment	Medicaid Plan Enrollment	OneGate				

Y: Comments