EXHIBIT B-3

TASK ORDER 3
FOR
MANAGED APPLICATION SERVICES

under the

MASTER SERVICES AGREEMENT

by and between

MASSACHUSETTS OFFICE OF
INFORMATION TECHNOLOGY

and

OPTUMINSIGHT, INC.

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Exhibit B-3

**TASK ORDER 3
FOR
MANAGED APPLICATION SERVICES**

This Task Order 3 for Managed Application Services (this "Task Order") is between OptumInsight, Inc., with a principal business address of 13625 Technology Drive, Eden Prairie, MN 55344 ("Contractor"), and the Massachusetts Office of Information Technology, formerly known as the Commonwealth of Massachusetts' Information Technology Division, with a principal business address of One Ashburton Place, Boston, MA 02108 ("Client"). This Task Order is effective July 1, 2014 ("Task Order Effective Date") and is entered into pursuant to that certain Master Services Agreement ("MSA") dated as of even date herewith. Contractor and Client may be referred to in this Task Order individually as a "Party" and collectively as the "Parties". The Parties agree that the following terms and conditions shall apply to the Services provided by Contractor under this Task Order.

Client desires to obtain from Contractor, and Contractor shall provide, certain hosting and managed Application support services, all as more particularly described herein. This Task Order sets forth the terms and conditions applicable to Contractor's provision and Client's receipt of such Services.

1. **DEFINITIONS**. Unless otherwise defined in this Task Order, capitalized terms used in this Task Order shall have the meanings set forth in Schedule 1. If not defined in this Task Order or in Schedule 1, capitalized terms used in this Task Order shall have the meanings set forth in the MSA.

2. **SCOPE OF MANAGED APPLICATION SERVICES**

2.1 **Hosted Systems, Managed Applications and Resources**. The Hosted Systems and Managed Applications to which the Services described in this Task Order apply, as well as the supporting resource requirements, are set forth in Schedule 2.

2.2 **MAS Services Generally**. Contractor shall perform the MAS Services described in this Task Order by executing the tasks, functions and responsibilities designated as Contractor's responsibilities and Contractor's portion of any task, function or responsibility designated as the Parties' joint responsibility.

2.3 **Specific MAS Services**. Contractor's obligations with respect to specific types of MAS Services are set forth in one or more Schedules attached to this Task Order. As of the Task Order Effective Date, the MAS Services are described in the following Schedules:

(a) Hosting Services. Contractor shall provide the Hosting Services (described in Schedule 3) commencing on the Task Order Effective Date for the Hosted Systems;

(b) Application Operations and Maintenance Services. Contractor shall provide the Application Operations and Maintenance Services (described in Schedule 4) commencing on the date of Go Live under Task Order 1 for the Managed Applications. The parties agree that Contractor shall migrate such services, without interruption, from its performance of these services under Task Order 1 to performance under this Task Order. Notwithstanding any other commencement of services date, for payment purposes, performance of AOMS under this Task Order shall have commenced as of January 1, 2015.

(c)   Enhancement Services. Contractor shall provide the Enhancement Services (described in Schedule 5) for Enhancement Service Requests and Enhancement Work Orders approved in accordance with the terms of Schedule 5 for the Managed Applications; and

(d)   Cross Functional Services. Contractor shall provide the Cross Functional Services (described in Schedule 6) for the Hosted Systems and Managed Applications.

2.4   **Responsibility Matrices**. For each type or category of Services, a Schedule may include a description or a responsibility matrix or both. Each responsibility matrix in such Schedules sets forth the respective task-level responsibilities of Contractor and Client for the category of Services described in such matrix. Without limiting the generality of each such description, Contractor shall perform those tasks and activities for which Contractor is listed as the responsible Party in the applicable matrix, and Client shall perform those tasks and activities for which Client is listed as the responsible Party in the applicable matrix.

2.5   **Out of Scope**. The following functions and responsibilities are specifically outside the Scope of this Task Order:

(a)   provision of MAS Services for any systems and Applications that are not within Contractor's Scope of responsibility, as set forth in Schedule 2;

(b)   Incidents and Service Level defaults that result from failures of Client, Client Third Party Vendors or other third party providers (excluding Third Party Vendors provided by Contractor or other third parties engaged by Contractor in relation to the Services) to provide, manage, maintain and support systems and Applications that are not within Contractor's Scope of responsibility, as set forth in Schedule 2;

(c)   External Systems (including, without limitation, any failure or inaccuracy thereof). To the extent that any changes to an External System would require a change to the Managed Applications, such change will need to be completed pursuant to a Change Order agreed to by the Parties. For clarity, the foregoing does not relieve Contractor of its responsibility to manage any Incident with respect to the Managed Applications that result from any change made to an External System, provided however, that where Contactor has not been provided with advance notice of such the change to the External System and changes to the Managed Applications have not been agreed to pursuant to an agreed to Change Order and implemented in accordance with that Change Order, the resolution of such Incident may require that the change to the External System be backed out (e.g., the External System will need to be reverted back to the pre-change state);

(d)   all functions and responsibilities related to the Services that are not directly related to and necessary for the performance of the obligations expressly identified in this Task Order as within Contractor's Scope of responsibility under this Task Order;

(e)   consulting services; and

(f)   business management services or other business process outsourcing services.
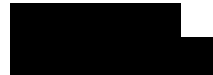
3.   **SERVICE LEVELS**. Contractor shall provide the MAS Services for the Managed Applications running in a Production Environment (as described in Schedule 3, Attachment A) in accordance with the Service Levels (set forth in Schedule 7).

4.   **MAS FEES**. All fees for the MAS Services are identified in Schedule 8 (collectively, "MAS Fees"). Such MAS Fees shall be invoiced and payable in accordance with Section 12 of the MSA.

5.   **PERSONNEL AND SUBCONTRACTORS**.

     5.1   **Key Personnel**.

          Contractor Point of Contact:
          Client Single Point of Contact:

     5.2   **Key Subcontractors**. The Key Subcontractor of Contractor for this Task Order is hCentive, Inc. relative to performance of AOMS work set forth in Schedule 4.

6.   **REPORTS**. Contractor shall provide the reports listed in Schedule 9 with respect to the MAS Services.

7.   **TERM AND TERMINATION**.

     7.1   **Term**. The term of this Task Order shall commence on the Task Order Effective Date and shall continue in full force and effect until 11:59 p.m. Central Time on June 30, 2017, unless earlier terminated in accordance with its terms or with Section 21.2 of the MSA. The term of this Task Order may be extended only pursuant to a Change Order duly executed by both Parties.

     7.2   **Effect of Partial Termination**

     (a)   In the event that any portion of the MAS Services is terminated for a Hosted System or Managed Application, then (i) the Services, Fees, Service Levels and all other terms of this Task Order shall be renegotiated by the Parties for any ongoing MAS Services under the Change Order process set forth in the MSA, and (ii) Contractor's obligation to comply with all Service Levels shall be suspended relative to such terminated Service as of the effective date of such termination.

     (b)   In the event of a partial termination or a Change Order (either individually or in the aggregate) that results in a decrease in the MAS Services that represents (i) cessation of all Hosting Services and/or all AOMS for NEW HIX/IES System under this Task Order, (ii) a decrease in invoiced fees or expenses greater than 25% of the average monthly invoice for hosting and AOM charges, calculated over the preceding 12 months (exclusive of a decrease in number of Members or Client's election to use variable Hosting Services Fees under Section 2.3 and 2.4 of Schedule 8), or (iii) the hCentive License Agreement is assigned to Client, then the Services, Fees, Service Levels and all other terms of this Task Order shall be renegotiated by the Parties for any remaining ongoing MAS Services.

     (c)   In the event that a Change Order (individually or in the aggregate) materially reduces Contractor's ability to control the environment with respect to the Service Levels described herein, then the Service Levels shall be renegotiated by the Parties for the affected MAS Services.

8.   **CLIENT RESPONSIBILITIES**.

     (a)   Without limiting its other obligations under this Task Order or the MSA, Client shall:

(i)   Ensure that all Client personnel, including Client personnel exercising Client's audit rights pursuant to Section 24.1 of the MSA or otherwise, comply with all applicable rules and policies of any Data Center or other Contractor facility made available to such Client personnel.

(ii)   Designate to Contractor, in writing, current emergency contacts, including name, address, telephone, pager and e-mail address. Emergency contacts shall be the primary contacts notified in case of any MAS Services-related emergency.

(iii)   Obtain the necessary rights to the Client Provided Third Party Software, Client Provided Third Party Equipment and Client Provided Third Party Services identified in Schedule 2 as necessary for the provision of MAS Services by Contractor under this Task Order.

(iv)   Except as expressly stated otherwise in this Task Order, be responsible for all costs and expenses related to Client remotely accessing and using the Hosted Systems and Managed Applications, including acquiring and maintaining the applicable Software, Equipment, and telecommunications services for Client to remotely access the Hosted Systems and Managed Applications.

(v)   Except as expressly stated otherwise in this Task Order, configure and manage the Equipment and Software located at Client's facilities, including telecommunications up to the Contractor demarcation point.

(vi)   Be responsible, on a T&M basis, in a Service Order (as defined below) or a Change Order agreed to by the Parties, for additional resources to maintain and support the Hosted Environment due to an Emergency or other occurrence set forth in Sec. 2.1 of Schedule 5 hereof.

(vii)   Be responsible for Client's use of and access to the Hosting Environments, Hosted Systems, Managed Applications and Client Data.

(b)   Client agrees not to knowingly use or knowingly permit use of the MAS Services, including uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property, (ii) involve the publication of any material that is false, defamatory, harassing or obscene, (iii) violate privacy rights or promote bigotry, racism, hatred or harm, (iv) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters, or (v) violate any applicable Law. Contractor may remove or disable access to any material that violates this Section and Contractor shall have no liability to Client for taking such action.

9.   **AUDITS; ACCESS TO CLIENT DATA**.

9.1   Contractor shall provide to the Client within thirty (30) days after receipt thereof, a copy of the full report of any third party audit of Contractor's security practices or the security of its hosting environment, or, to the extent that Contractor is prevented from providing Client with a copy of such report, access and the right to inspect at Contractor's facilities or by another mutually agreed method (e.g., secure screen share), from which the name and identity of any client other than Client to whom the audit pertains may be redacted, provided that (i) such access or inspection by Client does not violate any restriction on disclosure by the third party auditor or other Contractor customer, and Client makes no

copies of such third party audit report and (ii) Contractor shall not be required to provide access or inspection by Client if upon advice of counsel such disclosure would result in the waiver of the attorney-client privilege or all other rights to any evidentiary privilege belonging to the Contractor.

9.2   The Commonwealth may, at no cost, request and obtain any Client Data stored within the Hosting Environment at any time during the term of this Task Order and for a period of up to three (3) months after the term in a commonly used or mutually agreed-upon file format, subject to the following: (a) Client shall provide 10-days' prior written notice to Contractor of any such request; (b) Client's request must be commercially reasonable with respect to the scope of the request and the time frame required for Contractor's compliance set forth in such request; (c) Contractor's efforts to meet a request will not impact the Service Levels set forth herein unless Client waives Contractor's obligation to meet the Service Levels for a particular agreed period in writing; and (d) the incremental cost of meeting all such requests over a 12-month period does not exceed $25,000, in which case Client shall pay for any costs or expenses incurred by Contractor to meet such requests in excess of $25,000. Contractor shall provide Client with written notice when Contractor is nearing the $25,000 threshold, and, if Client will be expected to pay for any incremental costs in accordance with the foregoing, Contractor will provide Client with a written estimate of such costs and shall wait for Client's authorization before providing the requested Client Data to Client. Exported Client Data will be complete (all Client Data will be provided without omission); the method of extraction will preserve the information necessary to reproduce the Client Data structure; and the extract will accurately match the Client Data stored within the Hosting Environment. Three (3) months after the termination or expiration of the Agreement or upon the Commonwealth's earlier written request, the Contractor shall at its own expense destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of Client Data, in whole or in part, and all copies thereof except such records as are required by law. To the extent that any applicable law prevents Contractor from destroying or erasing Client Data as described in the preceding sentence, Contractor shall retain, in its then current state, all such Customer Data then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Agreement, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

10.   **<u>COMPARE TO MARKET</u>**.   Commencing July 1, 2015 and then every six (6) months throughout the term of this Task Order, Contractor shall provide Client with the financial and other material terms of any agreement entered into between Contractor and another state or commonwealth of the United States pursuant to which Contractor is obligated to provide, in whole or in part, services substantially similar to the MAS Services upon substantially similar platforms and substantially similar terms to those referenced in this Task Order to such other state or commonwealth. If at any time after the date of the execution of this Agreement any state or commonwealth has received from Contractor Service Levels or MAS Fees that are more favorable than those provided to Client hereunder, Contractor and Client shall negotiate in good faith to provide same to Client on a go forward basis beginning two months after conducting such review.

Schedule 1
Defined Terms

As used in this Task Order, the following terms shall have the meanings set forth below.

24 x 7 means 24 hours per day, seven days per week, 365 days per year.
ADTM has the meaning set forth in Section 1.1(A) of Schedule 7.
Allocated Storage has the meaning set forth in Section 2.4(A) of Schedule 8.
Allocated Storage Charge has the meaning set forth in Section 2.4(A) of Schedule 8.
AOM Services or **Application Operations and Maintenance Services** means the Services described in Schedule 4.
Application means Software that provides functions which are required by an IT service. Each Application may be part of more than one IT service.
Available means, with respect to a Hosted System or Managed Application, (a) that the Hosted Application or Managed Application may be accessed by Users and (b) none of the following exists: (i) website is not reachable from the internet (i.e., inability to reach the home page), as validated by external monitoring tools such as Gomez, Sitescope, or Akamai tools, (ii) Optum ID failing to authenticate existing users, as validated by external monitoring tools such as Gomez and Sitescope with further monitoring by SEIM or Splunk, (iii) Optum ID not allowing new users to register an identity, as validated by SEIM or Splunk or (iv) hCentive application will not open to allow users to start "ID Proofing" or application process, as detected by Gomez or Sitescope monitoring to the page. The parties agree to meet on a periodic basis to review the foregoing metrics and measurement thereof.
Availability means the state of being Available.
Call Center means the call center operated by Client or a Client provided Third Party Vendor to handle the first level in the hierarchy of support groups involved in the resolution of Incidents relating to the Hosted Systems and Managed Applications.
Client has the meaning set forth in the preamble.
Client Representative means a designated representative of Client that is authorized by Client to submit information to Contractor regarding Incidents and Service Requests. The Client Representatives shall be be identified by role and set forth on an addendum to this Task Order which shall be delivered by Client to Contractor in writing on or before the Effective Date of this Task Order. The number of Client Representatives shall not exceed eight individuals. Any changes to the roles of the individual Client Representatives set forth in the addendum shall be delivered to Contractor in writing.
Compute Unit has the meaning set forth in Section 2.4(B) of Schedule 8.
Compute Unit Charge has the meaning set forth in Section 2.4(B) of Schedule 8.
Cross Functional Services means the Services described in Schedule 6.

Schedule 1 (Defined Terms)
Exhibit B-3 (Task Order 3 for Managed Application Services)
Master Services Agreement

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Data Management Agreement means the Data Management and Confidentiality Agreement between the Parties attached to the MSA as Exhibit O.

Data Center means Contractor's co-located or owned computing facility located in the United States at a location approved by Client used to provide MAS Services as described hereunder. As of the Effective Date, the approved Data Centers and other approved Services Locations for this Task Order are identified and have been provided to Client in writing, on the Effective Date by memorandum entitled, "Secure Locations of New HIX/IES and other approved Services Locations". This memorandum shall be periodically updated by Contractor to show any changes in the Locations of the Data Centers or other material changes in approved Services Locations.

Discretionary Service Order Request means a request documented in the applicable Ticket Management System for a minor upgrade or enhancement to a Managed Application that is estimated by Contractor to require 160 hours or less to complete and that is funded by Client and performed by Contractor as set forth in Section 2.1 of Schedule 5. Examples of types of activity that are the subject of Discretionary Service Requests include enhancement or new Software feature or function, new file transfer setups, new eligibility feeds, new business data loads, and *ad hoc* reports.

Disaster means the occurrence of a natural or man-made (including technological) event resulting in significant physical damage or destruction, loss of life, or drastic change to the environment that directly affects a Data Center or that significantly disrupts or denies physical or electronic access to a Data Center.

Disaster Recovery Plan has the meaning set forth in Section 6.1 of Schedule 6.

Emergency Service Change means a Service Change carried out to prevent imminent risk to a System, Equipment, Managed Application, network, and/or facilities required for rendering the MAS Services, as the case may be, and that has to be attended to immediately. Contractor shall use all reasonable efforts to notify Client of the need for an Emergency Service Change in advance and to obtain Client's approval of the proposed Service Change Window for such Emergency Maintenance; provided, that in the event that Client has not approved such Service Change Window in advance, the time actually required to complete such Emergency Maintenance shall constitute the applicable Service Change Window.

Enhancement means any Major Release or other modification to a Managed Application that materially changes its functionality and that is outside of Contractor's initial activities under this Task Order.

Enhancement Proposal has the meaning set forth in Section 3.1(A) of Schedule 5.

Enhancement Proposal Meeting has the meaning set forth in Section 3.1(B)(3) of Schedule 5.

Enhancement Request has the meaning set forth in Section 3.1 of Schedule 5.

Enhancement Services means the Services described in Schedule 5.

Enhancement Work Order has the meaning set forth in Section 3.2 of Schedule 5.

Essential Functions means the following functions: registration, application, plan selection, program determination, enrollment and plan notices.

Equipment means the hardware for use in connection with a System in accordance with the Requirements, as set forth in the applicable Task Order(s). The provisions set forth in Sections 6.1 and

13.6 of the MSA do not apply to Equipment (or third party providers of such Equipment) used by Contractor in the performance of the Services set forth in this Task Order.

External Systems means third party Software, systems and data sources to which New HIX/IES interfaces that are outside of Contractor's responsibility for New HIX/IES under Task Order 1.

hCentive License Agreement means that certain Software License Agreement between Contractor and hCentive, Inc. dated as of September 30, 2014.

hCentive Software means the hCentive Software identified in Task Order 1.

Hosted System means each System identified in Schedule 2 as a Hosted System.

Hosting Environments means the environments described in Attachment A to Schedule 3.

Hosting Equipment has the meaning set forth in Section 3.1 of Schedule 3.

Hosting Services means the Services described in Schedule 3.

Hosting Software has the meaning set forth in Section 3.1 of Schedule 3.

Incident means a Security Incident, a material failure of a Hosted System or Managed Application to function in accordance with its Requirements or an unplanned interruption or degradation in the performance of a Hosted System or Managed Application.

Incident Management means Contractor's process for monitoring, entering, reviewing and resolving Incident tickets and Service Requests as set forth in the Operations and Maintenance Manual. The objective of Incident Management is to restore normal functionality and use of the applicable Managed Application as soon as possible. Incidents will be initially classified by the party identifying the Incident in accordance with the Incident Severity definitions defined herein. Client shall have the right to re-classify any Incident. Once confirmed by Contractor, resolution of the Incident will proceed in accordance with such classification until one or both of the Parties revise the Incident Priority level for the Incident as part of a coordinated effort. Any decreases in Priority level shall require the mutual agreement of the parties, which agreement shall be reached in a timely, good faith manner.

Level 1 Support means the support service that is provided as the entry point or first line support for Incidents or inquiries from Users. Level 1 Support for Members shall be provided through Client's Call Center. This level of support is provided by generalized customer service agents utilizing the Problem Management Report or other agreed upon knowledge management tool. If the Level 1 Support personnel cannot resolve the Incident or cannot resolve the Incident within the target resolution time, the Incident is escalated (through warm transfers where possible) to Contractor's Technical Support Services and then to the appropriate resolver group, which may include Contractor, Key Subcontractor or Level 2 Support personnel, for resolution.

Level 2 Support means, within Contractor's Technical Support Services, the handling of Incidents or inquiries through a service ticket or escalated contact, troubleshooting the reported situation and providing solutions to resolve the Incident or satisfy the inquiry in the form of recommendations, workarounds, administrative fixes or referring the Incident to Level 3 Support for resolution. This level of support is provided by a specialized, cross-environment team of highly skilled agents focused on resolving more complex issues, who are managed as a referral point based on clear scripting and

direction.

Level 3 Support means, within the Contractor's Technical Support Services, the high-level support service provided by the Contractor, Subcontractor, Client or third party personnel most knowledgeable about the underlying Incident (provided by any combination of Application operations and maintenance support, engineering and system administration personnel) and that is utilized when efforts to resolve the issue with Level 1 Support and Level 2 Support have failed, escalated or have been bypassed.

Maintenance Windows means regular, agreed upon scheduled periods of time to be identified in the Operations and Maintenance Manual when routine maintenance activities may be performed with minimal impact on Services, calculated as actual time periods when maintenance activities are performed. Unless otherwise mutually agreed in writing by Client, Maintenance Windows will occur between the hours of 10:00 p.m. on one day through 2:00 a.m. (Eastern Time) the following day, and be limited to eight (8) hours in a given week; provided that the occurrence and duration of Maintenance Windows may be updated as set forth in the Operations and Maintenance Manual.

Managed Application means the New HIX/IES functionality represented by the hCentive Individual Portal and Optum ID, and the functionality developed by Contractor pursuant to Task Order 1. The Managed Applications include the in-scope items specified in Task Order 1. The Managed Applications exclude the out-of-scope and Client Responsibilities set forth in Task Order 1, the Client Provided Third Party Software, Client Provided Third Party Services, External Systems and Client provided data sources. Support of integration with the Managed Applications is also in Scope, to the extent that each integration point is monitored by Contractor on an ongoing basis for successful execution and Incident management is provided by Contractor when issues occur involving that integration point. In the event that the hCentive License Agreement is assigned to Client, the hCentive Application(s) shall cease to be a Managed Application for purposes of AOM Services, Enhancement Services and Cross Functional Services as of the effective date of such assignment, and it shall be a partial termination within the meaning of Section 7.2.

MAS Fees means the Fees identified in Schedule 8.

MAS Services or **Managed Application Services** means the services, commitments, and responsibilities that Contractor will provide to Client pursuant to this Task Order, including the Hosting Services, AOM Services, Enhancement Services and Cross Functional Services, all as set forth herein.

Member means for any month of Service a unique person, singly counted as either (1) an insured individual whose enrollment transaction was processed through the applicable Hosted System (each such Member will remain a Member as long as the Member remains enrolled in the plan) or (2) an individual whose Medicaid eligibility check was processed by the applicable Hosted System.

MSA has the meaning set forth in the preamble.

Non-Discretionary Service Request means a request documented in the applicable Ticket Management System for a minor upgrade or enhancement to a Managed Application that is determined by Contractor to be necessary to keep the Managed Application Available and functioning in accordance with its applicable Requirements. Non-Discretionary Service Requests are performed as part of the MAS Services at no additional cost to Client. Examples of Non-Discretionary Service Requests include data corrections, reference table updates and mapping changes, researching denials, missing information and plan code errors, routine archiving and purging of data, recovering lost data from a backup tape, and

manually restaging files that have been internally corrected or externally updated by Client.

New HIX/IES means the System described as "New HIX/IES" in Task Order 1.

Operations and Maintenance Manual means the Operations and Maintenance Manual that is a Deliverable under Task Order 1 under the MSA. The Operations and Maintenance Manual shall include all of Contractor's processes and procedures referenced in this Task Order.

Party or **Parties** has the meaning set forth in the preamble.

Priority Level 1 means an Incident that (a) has caused the Hosted System or Managed Application to go down or become unavailable, (b) has caused the Hosted System or Managed Application to fail to perform an Essential Function for a substantial segment of the User population, as determined by Optum's monitoring tools or Client call center inbound call volume, or (c) has caused, or has potential to imminently cause, a Security Incident; and, in each case of (a), (b) and (c), for which no workaround is immediately available.

Priority Level 2 means an Incident that (a) prevents a large number of Users from accessing or using (i) the Hosted System or Managed Application, or (ii) any of the Essential Functions of the Hosted System or Managed Application are affected such that there is significant impact on the Essential Functions, and (b) a workaround is unacceptable on a long term basis. Examples of Priority Level 2 Incidents and include Incidents or that: render the Hosted System or Managed Application unable to function or make any key functions inoperable; significantly slow processing of data; severely impact multiple Users; lead to federal penalties; misdirect payments; or corrupt data. Any Incident causing the Hosted System or Managed Application to fail to meet the applicable accessibility requirements (as described in Section 14 of the MSA) after July 31, 2015, shall be Priority Level 2; provided that the Service Levels shall not apply to such Incidents.

Priority Level 3 means an Incident that (a) impacts a non-critical system or component of a Hosted System or Managed Application for a limited number of Users, or (b) impacts the ability of one or a limited number of Users to access and use a primary function of the Hosted System or Managed Application; but, in each case of (a) and (b), for which there is a reasonable temporary workaround. A Priority Level 3 Incident that is persistent or that affects a significant set of Users may be escalated by Client to Priority Level 2.

Priority Level 4 means an Incident that (a) impacts a single User's ability to access and use a function of the Hosted System or Managed Application and (b) for which a reasonable temporary workaround is available. Examples of Priority Level 4 Incidents include Incidents that: do not affect any production functions of the Managed Application or that is cosmetic in nature; a software defect that exists but does not affect any functionality of the Managed Application. A Priority Level 4 Incident that is persistent or "high volume" may be escalated by Client to Priority Level 3.

Priority Level 5 means a Service Request that does not result from a Priority Level 1, Priority Level 2, Priority Level 3 or Priority Level 4 Incident.

Problem means the underlying root cause, as determined by Contractor, of one or more Incidents under the Problem Management process.

Problem Management means Contractor's process of managing the lifecycle of all Problems, including, without limitation (a) proactively preventing Incidents from happening, (b) minimizing the impact of

Incidents that cannot or have not been prevented, (c) determining the root cause of Incidents and resolving such underlying root cause with a fix or workaround that is designed in a manner to prevent the Incidents from recurring, (d) providing ongoing progress (Problem aging) updates while the root cause analysis is conducted and providing written reports of its findings and proposed actions to Client for review and approval within 24 hours of the root cause determination, and (e) to the extent feasible, determining the root cause and responsibility for each Security Incident.

Problem Management Report means the Problem Management report listed in <u>Schedule 9</u>.

Recovery Point Objective or **RPO** means the prior point in time to which Client Data shall be restored in accordance with the Disaster Recovery Plan.

Recovery Time Objective or **RTO** means the target amount of time to restore MAS Services after a Disaster has occurred, as determined in accordance with the Disaster Recovery Plan.

Release means an individual release of code for an Application.

Requirements means those Requirements (as defined in the MSA) applicable to the Hosted System. The Requirements for New HIX/IES are set forth in Task Order 1.

Restoration means fixing a Priority 1 or Priority 2 Incident to restore the Managed Application to operation in accordance with applicable Security Requirements and Service Levels. Restoration may be achieved by a temporary workaround. All workarounds once implemented are subject to later approval by Client.

Scheduled Maintenance means the general maintenance functions included in the Hosting Services, AOM Services and related Cross Functional Service that are provided by Contractor during a Scheduled Maintenance Period.

Scheduled Maintenance Period means a time period during which Scheduled Maintenance is to be performed and during which the performance, functionality or Availability of the Hosted Systems and Managed Applications may be unavailable, limited, impaired or degraded. Scheduled Maintenance will occur during Maintenance Windows unless otherwise agreed by the Parties.

Security Incident means unauthorized access to (a) PHI, PII, FTI or DOR Wage Match Data or other Third Party Data (as defined in the Data Management and Confidentiality Agreement) or to (b) the systems in which such data is stored. Security Incidents are classified using the following criteria:

> (i) "High Severity" or severity 1 (severe impact) means external loss or exposure of sensitive information, destruction of sensitive information, or interference with the operations of a critical component of the Massachusetts Health Connector. Incidents or exposures classified at this level has caused, or has the potential to cause, impact to a system critical to the delivery of Massachusetts Health Connector services.

> (ii) "Medium Severity" or severity 2 (major impact) means internal loss or exposure of confidential information, destruction of confidential information, or interference with the operations of a non-critical component of the Massachusetts Health Connector. Incidents or exposures classified at this level has caused, or has the potential to cause, impact to a system that supports the delivery of Massachusetts Health Connector services.

(iii) "Low Severity" or severity 3 (moderate impact) means loss or exposure of public information, destruction of public information, or a threat of limited or confined interruption of a component of the Massachusetts Health Connector. Incidents or exposures classified at this level has caused, or has the potential to cause, impact to a system that supports the delivery of Massachusetts Health Connector services.
Security Requirements has the meaning set forth in <u>Section 4.2</u> of <u>Schedule 3</u>.
Service Change means any action by Contractor that alters the form, fit or function of configuration items (i.e., components within a Hosting Environment, a Hosted System or a Managed Application that are within Contractor's Scope of responsibility (as set forth in <u>Schedule 2</u>) or under Contractor's control).
Service Change Management Process means the process responsible for controlling the lifecycle of all Service Changes, enabling beneficial Service Changes to be made with minimum disruption to IT services.
Service Change Window means a period of time in which a Service Change shall be executed and during which the performance or functionality of the Hosted Systems and Managed Applications may be unavailable, limited, impaired or degraded, occurring, other than for an Emergency Service Change, during Maintenance Windows or such other period as mutually agreed between the parties in writing.
Service Change Downtime means the period of time in which a Service Change is executed during a Service Change Window, and during which the performance or functionality of the Hosted Systems and Managed Applications is unavailable, limited, impaired or degraded.
Service Hours has the meaning set forth in <u>Section 1.1(A)</u> of <u>Schedule 7</u>.
Service Levels means the performance standards set forth in <u>Schedule 7</u>.
Service Manager means each Party's representative assigned to act as the Party's primary point of contact with the other Party and who has overall responsibility to coordinate and manage the MAS Services.
Service Order Request means either a Discretionary Service Request, Non-Discretionary Service Request or other Emergency Service Change Order request as set forth in <u>Section 2.1</u> of <u>Schedule 5</u>.
Task Order has the meaning set forth in the preamble.
Task Order 1 means <u>Exhibit B-1</u> to the MSA, entitled "Task Order 1."
Task Order Effective Date has the meaning set forth in the preamble.
Technical Support Services means the Cross Functional Services described in <u>Article 2</u> of <u>Schedule 6</u>, to be further defined in the Operations and Maintenance Manual.
Ticket means the documentation or electronic record for an Incident, Problem or Service Request, which is opened to identify the existence of a Service Request and remains open until the Incident, Problem or Service Request has been resolved.
Ticket Management System means a system used by Contractor, Client and/or a third party to enter and

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review Incident Tickets, Problem Tickets and Service Requests. Details of the Ticket Management System will be included in the Operations and Maintenance Manual.
Tools means testing, monitoring or other tools or utilities and related know-how, methodologies, processes, technologies, or algorithms.
Total Base Minutes of Service has the meaning set forth in <u>Section 1.1(A)</u> of <u>Schedule 7</u>.
Transition Plan has the meaning set forth in <u>Section 7.2</u> of <u>Schedule 6</u>.
User means, with respect to a particular System or Application, an individual or entity end user that accesses such System or Application.

Schedule 2
Hosted Systems, Managed Applications and Resources

1.   **Hosted Systems.**

Contractor shall provide MAS Services for the following Hosted Systems:

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2.   **Managed Applications.** Managed Applications has the meaning set forth in Schedule 1.

3.   **Required Resources.**

A.   **Client Provided Third Party Equipment**. Any Client Provided Third Party Equipment to be procured by Client is identified in the table below:

Table 2.3.A.1: Client Provided Third Party Equipment

Third Party	Description of Equipment	Comments
None		

B.   **Client Provided Third Party Services**. Client Provided Third Party Services to be procured by Client include all third party services identified in Table 2.2.B.1 and those identified in the table below:

Table 2.3.B.1: Client Provided Third Party Services

Third Party	Description of Services	Comments
Experian	Called from new HIX for address services	
LexisNexis	Called from new HIX for residency verification.	
Dell Financial Management Services	Dell provided Financial Management Solutions which new HIX interfaces to.	

C.   **Client Provided Third Party Software**. Client Provided Third Party Software to be procured by Client includes all Applications identified as Client Provided Third Party Software in Table 2.2.B.1 and those identified in the table below:

Table 2.3.C.1: Client Provided Third Party Software

Third Party	Description of Software	Comments
None		

D.   **Technology Resources**. Technology Resources required to be provided by Client for Contractor to perform the Services under this Task Order are identified in the table below:

Table 2.3.D.1: Technology Resources

Technology Resource	Description	Comments
None		

E.   **Facility Resources**.   There are no Facility Resources required to be provided by Client to Contractor under this Task Order.

F.   **Contractor Facilities**. Contractor facilities, Data Centers and other approved Services Locations for this Task Order are identified and have been provided to Client, on the Effective Date by memorandum entitled, "Secure Locations of New HIX/IES and other approved Services Locations". This memorandum shall be periodically updated by Contractor to show any changes in the Locations of the Data Centers or other material changes in approved Services Locations. The Parties agree that such memorandum will be deemed an exception to the Public Records Law, c. 68, section 10 (n).

Schedule 3
Hosting Services

1.   **OVERVIEW.**

Commencing on the Task Order Effective Date, Contractor shall provide the Hosting Services for each Hosted System. The Hosting Services shall include tasks, functions and responsibilities that are necessary to provide, host, maintain and support the Hosting Environments and support the Managed Applications for each Hosted System from the Data Centers in accordance with the applicable Service Levels, as described in this Schedule.

2.   **DESCRIPTION OF THE HOSTING ENVIRONMENTS.**

Contractor shall provide the Hosting Environments described in Attachment A to this Schedule, in accordance with the agreed Requirements for each Hosted System.

3.   **EQUIPMENT AND SOFTWARE**.

Contractor shall be responsible for the following general requirements with respect to the Hosting Environments.

#	Service, Function or Responsibility	Contractor	Client
3.1	Provide the resources and services determined by Contractor to be required to host the Hosted Systems within the Data Centers in accordance with the requirements of the MSA and this Task Order, in accordance with the Service Levels, including all (a) Equipment (the "Hosting Equipment") and (b) Software (including systems software, database software and middleware) and Tools (the "Hosting Software").	X	
3.2	Maintain resources used to maintain and support the Hosted Systems within the Data Centers, including the Hosting Equipment and Hosting Software.	X	
3.3	Upgrade the infrastructure components of the Hosting Equipment in accordance with a maximum of a five-year refresh, unless otherwise required due to a change in Law or required to meet Service Levels.	X	
3.4	Maintain the Hosting Software at a currency level required to support the agreed Release level of the Managed Applications.	X	

4.   **INFRASTRUCTURE SUPPORT SERVICES**.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the infrastructure for the Hosting Environments in accordance with the Service Levels and this Task Order.

#	Service, Function or Responsibility	Contractor	Client

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#	Service, Function or Responsibility	Contractor	Client
Facility Services			
4.1	Provide the Data Centers.	X	
Security Services			
4.2	Communicate to Contractor any updates to Client's security and risk management policies and applicable Laws, as identified in the sections of <u>Exhibit P</u> to the MSA, entitled "CMS Requirements," applicable to the Services provided in this Task Order ("<u>Security Requirements</u>").		X
4.3	Comply with and provide the Hosting Services consistent with the Security Requirements.	X	
4.4	Comply with and provide the Services consistent with Contractor's security policies, as such policies and procedures may be modified from time to time. Such security policies and procedures must be of a level that is standard in the hosting industry for similar uses.	X	
4.5	Provide and maintain the required Contractor Tools and processes to monitor, identify, and alarm the Hosting Equipment against security breaches.	X	
Security Certification and Accreditation Services			
4.6	Provide assessment of Contractor's security features to establish the extent to which the features meet the Security Requirements.	X	
4.7	Evaluate whether the operational impacts associated with residual weaknesses are tolerable or unacceptable.		X
4.8	Remediate residual weaknesses as evaluated by Client, and jointly agreed by Contractor, as unacceptable per Sec. 4.7 of this Schedule 3.	X	
Remote Access and Control Services			
4.9	Provide Contractor with Client business requirements and current policies and procedures relating to remote access.		X
4.10	Provide Client with recommended changes with respect to remote access policies and procedures, consistent with Client business requirements and applicable requirements established by Law.	X	
4.11	Review and, as appropriate, approve any changes to then-current policies and procedures regarding remote access.		X
4.12	Provide a method of secure, remote access for Contractor Personnel, Client personnel, Users and Client-approved vendors; such method	X	

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#	Service, Function or Responsibility	Contractor	Client
	must meet Client-approved remote access policies and procedures.		
4.13	Provide remote access to Contractor Personnel to Client's network as needed for Contractor to perform the MAS Services.		X
Operations and Monitoring Services			
4.14	Provide Tools (automated or otherwise) required for the Hosting Services.	X	
4.15	Provide day-to-day technical supervision and support of the Hosting Environments on a 24 X 7 basis.	X	
4.16	Start up and shut down Hosted Systems in accordance with defined schedules.	X	
4.17	Implement measures for proactive monitoring and self-healing capabilities to limit unavailability of Hosted Systems.	X	
4.18	Execute common utilities and server commands in the course of normal server support functions.	X	
4.19	Create, customize, and maintain startup and operational command procedures for Hosting Equipment, including: ▪ Performing Hosting Equipment startups and shutdowns as required for normal operations, emergency situations, and recovery efforts; and ▪ Incorporating all startup, shutdown, scripts, and command procedures into Contractor's procedures.	X	
4.20	Monitor the Hosting Environments 24 x 7 to identify, record, report, and analyze Hosting Equipment or system alarms and conditions that may lead to abnormal operations. Such monitoring shall include: ▪ Hosting Equipment; ▪ Operating system or equivalent; ▪ Database management system; ▪ Remote backup processes; ▪ Database (process status only); and ▪ Communications ports.	X	
4.21	For all Incidents and Problems, create a Ticket and proactively support triage and resolution activities in accordance with Schedule 6.	X	
4.22	Provide Problem Management Report in accordance with Schedule 9.	X	
4.23	Provide Level 1 and Level 2 Customer Relationship Management Support as required for Managed Applications in accordance with the		X

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#	Service, Function or Responsibility	Contractor	Client
	Operations and Maintenance Manual		
4.24	Provide Level 2 Technical Support Services as required for Managed Applications in accordance with Schedule 6 and the Operations and Maintenance Manual.	X	
4.25	Provide Level 3 Technical Support Services as required for Managed Applications in accordance with Schedule 6 and the Operations and Maintenance Manual.	X	
4.26	With respect to Level 3 Technical Support Services provided by third parties, coordinate with and assist such third parties as required and the Operations and Maintenance Manual.	X	
4.27	Escalate Incidents and Problems related to monitoring, troubleshooting and repair of the Data Center computing environment in accordance with the Operations and Maintenance Manual.	X	
4.28	Notify Client of Incidents or Problems in accordance with Contractor's procedures and timeframes as defined in the Operations and Maintenance Manual.	X	
Audit Coordination and Response Services; Audit Results			
4.29	Facilitate on-site audits by Client (or its authorized representatives) and Client's government regulators of the Data Centers and other Contractor facilities from which the MAS Services are provided, in accordance with <u>Section 24.1</u> of the MSA, including the Data Management Agreement.	X	
4.30	Contractor shall provide to the Client the rights set forth in Section 9.1 of Exhibit B-3 with respect to any third party audit of Contractor's security practices or the security of its hosting environment.	X	
Production Scheduling Services			
4.31	Define scheduling requirements, interdependencies, Client contacts, and rerun requirements for all production jobs for each Hosted System in agreement with Contractor.		X
4.32	Provide job scheduling, job execution, reporting and resolution.	X	
4.33	Implement job scheduling requirements, interdependencies, Client contacts, and rerun requirements for all production jobs.	X	
4.34	Define batch scheduling requirements and job run parameters in agreement with Contractor.		X

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#	Service, Function or Responsibility	Contractor	Client
4.35	Prepare batch jobs for execution.	X	
4.36	Execute production batch jobs, in accordance with the schedules.	X	
4.37	Provide quality control for reprocessing activities, such as batch reruns.	X	
Storage Management Services			
4.38	Provide and manage data storage devices and consumables.	X	
4.39	Provide data storage and related services.	X	
4.40	Monitor and control storage performance.	X	
4.41	Manage file transfers and other data movement activities.	X	
Backup and Recovery Services			
4.42	Provide backup and recovery for Hosting Equipment and Hosting Software in accordance with Service Levels and this Task Order.	X	
4.43	Provide data backup and recovery for data stored on the Hosting Equipment and Hosting Software, in accordance with Contractor's policies and send copies of data to an off-site facility as defined by Client in accordance with Service Levels and this Task Order.	X	
4.44	Provide onsite and off-site storage in the United States for backup media.	X	
4.45	Maintain backup at off-site facility or other data center in the United States.	X	
4.46	Encrypt all data stored on offsite backup media in accordance with applicable Security Requirements.	X	
Database Management Services			
4.47	Implement database management consistent with agreed upon requirements.	X	
4.48	Maintain database management systems.	X	
4.49	Implement database archive processes and procedures consistent with agreed upon requirements.	X	
4.50	Perform required backups and archives for recovery and restoration.	X	

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#	Service, Function or Responsibility	Contractor	Client
4.51	Execute physical space management utilities on an as-needed basis to address physical performance and space allocation issues.	X	
Middleware Support Services			
4.52	Provide, install, configure and maintain middleware and associated components consistent with Requirements.	X	
4.53	Maintain middleware currency at vendor-recommended patch levels.	X	
4.54	Perform routine configuration resource maintenance of the middleware to support middleware changes and changes in the Hosting Environments.	X	
4.55	Provide maintenance and support for middleware and supporting utilities and perform middleware system recovery.	X	
4.56	Perform controlled stops and restarts to middleware servers as needed.	X	
Performance and Capacity Planning and Management Services			
4.57	Provide use cases to be used as Acceptance Criteria for integration testing and performance testing.		X
4.58	Provide at least 30 days' advance notice for any increase in forecast User volume greater than 15 percent for any Hosted System as measured against the prior month.		X
4.59	Based on forecast information provided by Client, identify and execute any required actions needed to maintain Availability of the Managed Applications in accordance with applicable Service Levels.	X	
4.60	Maintain automated test scripts to be used during integration testing, performance testing and business recovery services testing. Provide copies of such test plans, scripts and any updates to Client for Client's use.	X	
4.61	Manage Hosted System performance and identify performance issues.	X	
4.62	Perform functional, load testing and any other agreed non-functional testing of new functionality and new Releases that have potential for impact on Hosted System performance, capacity and Availability until Contractor is satisfied that applicable Service Levels can be met on a consistent basis throughout the term of this Task Order. Submit such new functionality and new Releases for user acceptance testing ("UAT") as mutually agreed upon.	X	

#	Service, Function or Responsibility	Contractor	Client
Maintenance Services			
4.63	Perform preventive maintenance activities during Maintenance Windows for Hosting Equipment and Hosting Software, including: ▪ Providing maintenance in accordance with the terms of this Task Order; and ▪ Applying Contractor or third party vendor-approved operating system or database patches.	X	
4.64	Manage and execute required Scheduled Maintenance for Hosting Equipment and Hosting Software, including: ▪ Planning Maintenance Window activities, including impact analysis, roll-back processes, notification lists for each planned activity; and ▪ Managing and overseeing actively all Maintenance Window activities.	X	
4.65	Perform remedial maintenance as needed, including: ▪ Providing necessary parts and labor to repair or restore the Hosting Equipment and Hosting Software to normal operations; ▪ Performing operating system, database management system, and Application restarts; and ▪ Performing virus eradication, if necessary.	X	
Patch Management Services			
4.66	Perform during Maintenance Windows Equipment firmware, operating system, database management system, and other infrastructure Software patch deployment and patch management on the Hosting Equipment.	X	
4.67	Evaluate each patch released for the operating systems, firmware update, drivers, and database management systems to the Hosting Environments, including: ▪ Reviewing the ability of the patch in addressing known errors and Incidents in the Hosting Environments; and ▪ Reviewing the patch for changes in capability, security, capacity, and functionality in the Hosting Environments.	X	
4.68	Conduct all patch verification testing and deployment.	X	
4.69	Support operating systems, database management systems, and all other Hosting Software components on Hosting Equipment at Release levels supported by or consistent with agreed upon Release of hCentive Software and any other Managed Applications.	X	

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5. **HOSTED SYSTEM AVAILABILITY AND MONITORING SERVICES**.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to providing and monitoring Availability of the Hosted Systems and monitoring the performance of the Hosted Systems.

#	Service, Function or Responsibility	Contractor	Client
5.1	Provide, install, operate and maintain the Tools necessary to monitor and report on Availability of the Hosted Systems.	X	
5.2	In the event that a Hosted System must be brought down, provide the Client-designated contacts advance notice, unless a Service interruption is required to address a critical issue and it is not practicable to provide advance notice. If an Incident occurs that brings down a Hosted System without warning, notify the Client data center designated contacts promptly, no longer than within 15 minutes in accordance with agreed procedures.	X	
5.3	Whenever Availability of a Hosted System is interrupted, promptly send a notice to Client-designated contacts when the Hosted System is Available again.	X	

6. **NETWORK CONNECTIVITY AND SUPPORT SERVICES**.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to network connectivity and support for the network.

#	Service, Function or Responsibility	Contractor	Client
6.1	Provide network connectivity between Client's facilities and the Data Centers of sufficient bandwidth to permit Contractor to meet Service Level requirements in accordance with Contractor's responsibilities set forth in Attachment C.	X	
6.2	Provide network connectivity between Client's facilities and the Data Centers of sufficient bandwidth for Contractor to meet Service Levels.	X	
6.3	Provide network connectivity between the Data Centers in accordance with Attachment C.	X	
6.4	Periodically forecast business requirements for network trending and capacity planning of network connections between Client's facilities and the Data Centers, as needed.		X
6.5	Periodically forecast technical requirements for network trending and capacity planning of network connections between Client's facilities and the Data Centers, as needed.	X	

#	Service, Function or Responsibility	Contractor	Client
6.6	Review with Client, Client's forecast, and perform necessary network trending and capacity planning of network connections between Client's facilities and the Data Centers in accordance with Contractor's responsibilities set forth in <u>Attachment C</u>.	X	
6.7	As agreed to by the Parties perform network trending and capacity Service Changes of network connections between Client's facilities and the Data Centers in accordance with Contractor's responsibilities set forth in <u>Attachment C</u>.	X	

7. **RELEASE MANAGEMENT (OPERATING SYSTEMS, DATABASE MANAGEMENT SYSTEMS AND OTHER INFRASTRUCTURE SOFTWARE COMPONENTS).**

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to Release management for the Hosting Environments.

#	Service, Function or Responsibility	Contractor	Client
7.1	Implement Releases for operating systems, database management systems and all other Hosting Software components.	X	
7.2	Coordinate with Client for all Releases.	X	
7.3	Track the deployment of Releases and update the configuration management database.	X	

Attachment A
Hosting Environments

Table 3.A.1: Hosting Environments

Contractor shall provide, host, maintain and support the following Hosting Environments:

Ref.	Hosting Environment Name	Description	Disaster Recovery Support
D	Development	Used by Contractor as a platform for Contractor's development efforts (in accordance with Task Order 1). Contractor will deploy code into this Hosting Environment.	
Q	Quality Assurance	Used by Contractor to test code for proper performance. Two types of testing are performed in this Hosting Environment: functional testing and limited integration testing	
I	Integration Test	Used by Contractor to perform more detailed testing of code. The following testing is performed in this Hosting Environment: integration testing, UAT and IV&V	
S	Staging	The staging Hosting Environment shall mimic the production environment in hardware and software configurations. This Hosting Environment matches the production Hosting Environment so that performance testing can be accomplished in order to determine how the Managed Application will function within the production Hosting Environment.	
P	Production	This environment shall support secure and full functionality of the Managed Applications in accordance with their applicable Requirements. The production Hosting Environment shall be available on the internet to public Users following Go Live of the applicable Hosted System.	X

Attachment B
Hosting Software

Table 3.B.1: Hosting Software

The following table identifies Hosting Software included in the Hosting Environments as of the Task Order Effective Date.

Application	Function	Vendor
F5 load balancer	Load Balancer	F5
Apache Web server 2.2	Web Proxy	Open Source
IBM Data Power XML gateway	Data Power	IBM
Axway Electronic customer gateway	ECG	Axway
Netapp Network attached storage	NAS	NetApp
Information being sent	IDM/Optum ID	Optum
Palo Alto, Nexus 1000v	Physical and Virtual Firewalls	Palo Alto
Palo Alto	Intrusion Prevention	Palo Alto
FireEye, RSA Security Analytics	Malware Prevention/Deep Packet Inspection	FireEye
Ironport	Egress Filtering	Cisco
Tripwire IP360	Vulnerability Identification	Tripwire
F5	Web Application Firewall	F5
CCM/Retina	Baseline Validation	

Table 3.B.2: Development Application Toolset

Development/Application Toolset		
Feature	**Framework/Tool**	**Version**
PLATFORM	Java	1.6.x
HTTP Server	Apache	2.2.26
Database	Oracle or SqlServer	11g Express Edition Release 11.2.0.2.0/2008 R2 64 Bit

Development/Application Toolset		
Feature	**Framework/Tool**	**Version**
Application Server	Weblogic or Jboss	6.0.X, 7.1.0
DI Framework	Spring framework	3.1.2.RELEASE
Web/MVC	Spring MVC	3.1.2.RELEASE
ORM	JPA	2.0.0
WebServices	Spring-Webservices	3.1.2.RELEASE
Security	Spring-Security	3.1.2.RELEASE
Batch Framework	Spring-Batch	2.1.8.RELEASE
Caching Framework	ehCache	2.5.1
JS Framework	jQuery	1.8.14
XLS Library	JExcel API	2.6.10
Scheduler	Quartz	1.6.3
Rules Engine	Drools/Guvnor	5.4.0.Final
Logging Framework	Slf4j/logback	1.6.4
Build	Maven	3.2.1
OS	Ubuntu, RHEL	12.04/6.2
Web Analytics	Google	N/A
SSO	CAS	3.5.0
Email Delivery	AWS- SES or Socketlabs	N/A

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Attachment C
Connectivity

Table 3.C.1: Hosting Environment Connectivity

The following is a summary of connectivity and associated Hosting Environments:

Connection/ Circuit	Owned By	Financial Responsibility	Data Center Location	Primary/ Secondary
1 – Internet	Contractor	Included in Hosting Fee	FDSH	Soap Web Services
2 - Internet	Contractor	Included in Hosting Fee	Plan Data (MA Health Connector)	SSH/sftp
3 - Internet	Contractor	Including in Hosting Fee	Experian	Soap Web Services
4 - MPLS	Contractor	Pass-through expenses	Dell FMS/Notices	Soap Web Services and SSH/sftp
5 - MPLS	Contractor	Pass-through expenses	MA21 (MMIS)	Soap Web Services
6 – Internet	Contractor	Including in the Hosting Fee	LexisNexis	Soap Web Services

Network Diagram
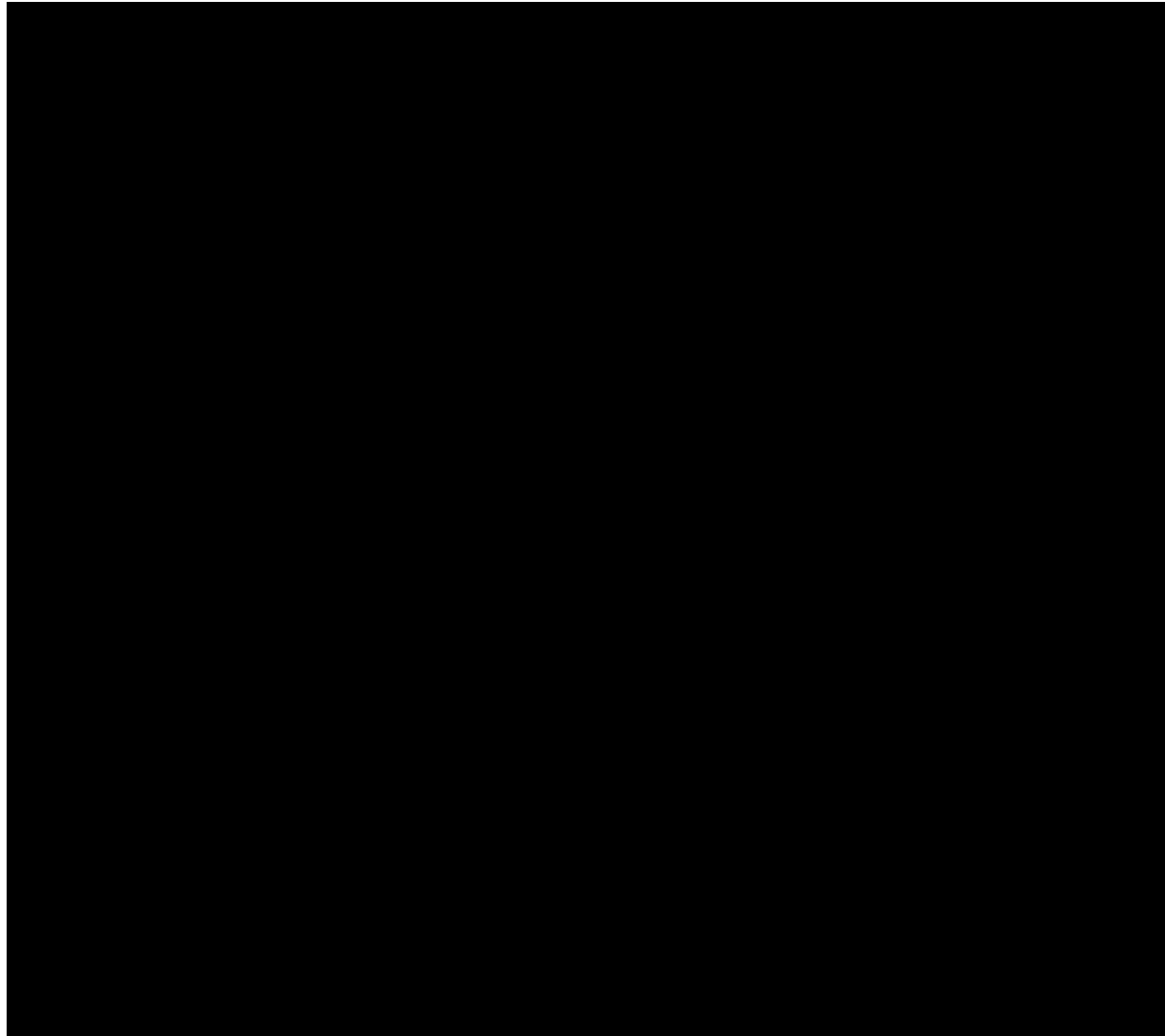
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Internet-ECC ELR, Redacted for Dell representation

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Attachment C to Schedule 3 (Hosting Services)
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Schedule 4
Application Operations and Maintenance Services

1. **OVERVIEW**.

Contractor shall provide the Services described in this Schedule (the "<u>AOM Services</u>") with respect to the Managed Applications. The AOM Services shall be provided from the Service Locations, according to the requirements of this Task Order, including without limitation any applicable limitation on the use of off-shore locations and resources.

2. **APPLICATION OPERATIONS AND MAINTENANCE**.

Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to providing Application support and maintenance for the Managed Applications in accordance with their respective responsibilities as set forth in <u>Schedule 2</u>.

#	Service, Function or Responsibility	Contractor	Client
	Managed Application Support		
2.1	Monitor for Application health and availability as agreed to by parties.	X	
2.2	Provide detailed written descriptions of alerting, notification and response procedures applicable to the AOM Services.	X	
2.3	Provide 24 x 7 Level 2 Support and Level 3 Support for Incidents in accordance with <u>Schedule 6</u>, provided that Level 3 Support shall be provided on an on-call basis outside of business hours only for Priority Level 1 and 2 Incidents. Business hours are 7AM to 7PM ET.	X	
2.4	Provide troubleshooting, analysis and resolution of production issues and Incidents; respond to business queries and ad hoc requests, in accordance with <u>Schedule 6</u>.	X	
2.6	Utilize applicable Ticket Management System described in the Operations and Maintenance Manual.	X	
Corrective and Emergency Maintenance			
2.7	Perform Scheduled Maintenance and Emergency Service Changes, including the break/fix activities that enable the Managed Applications to provide the required functionality, Availability and performance to meet applicable Service Levels and to comply with applicable Security Requirements.	X	
2.8	Following Problem Management processes, perform root cause analysis for Priority Level 1 and Priority Level 2 Incidents and	X	

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#	Service, Function or Responsibility	Contractor	Client
	provide the results to Client for review.		
2.9	In accordance with Contractor's responsibilities for Managed Applications (including compliance with applicable Service Levels), resolve Incidents affecting the Managed Applications that require database, Managed Application code, interface, and/or modifications to Software configuration.	X	
2.10	Provide prompt and frequent progress reporting to Client in accordance with Contractor's procedures.	X	
Preventive Maintenance			
2.11	Perform preventive maintenance to improve the efficiency and reliability of Managed Applications and minimize ongoing maintenance requirements.	X	
2.12	Monitor and analyze trends in performance and reliability of the Managed Applications to identify potential Problems and recommend appropriate actions.	X	
Adaptive Maintenance			
2.13	Perform adaptive maintenance for the Managed Applications, including identifying, developing, testing and implementing modifications to the Managed Applications to maintain usability. Note: such modifications will be considered Non-Discretionary Service Requests unless classified as Discretionary Service Requests or Enhancements in accordance with Schedule 5.	X	
2.14	Perform technical testing to determine whether performance of the Managed Applications has been affected by security system or policy changes, new or upgrades to existing operating system or third party software Releases, new or changed equipment as required for Contractor to perform the Services.	X	
Application Tuning			
2.15	Perform Application tuning to the Managed Applications to improve and maintain performance or maintainability.	X	
2.16	Proactively evaluate, identify and recommend Service Changes to enhance performance of the Managed Applications.	X	
Release Management (Note: these Release management Services do not cover Enhancements, which are subject to Schedule 5)			

#	Service, Function or Responsibility	Contractor	Client
2.17	Perform Release management for all Managed Application Releases that are not Enhancements, including the distribution of updates/upgrades (e.g., new Releases, versions, service packs, E-patches) to the Managed Applications in the Hosting Environments.	X	
2.18	Plan and oversee the successful roll-out of Minor Releases of Managed Applications.	X	
2.19	Establish a Release and distribution process so that any Service Change to the Managed Applications is controlled, tested, authorized and implemented in a structured, consistent and repeatable manner.	X	
2.20	Baseline each Managed Application Release against the previous production Release to identify any negative performance impacts.	X	
2.21	Establish Application control and distribution procedures and maintain a secure code management system which holds the master copy and associated documentation for all Managed Application Software, except those versions not released into the Client production environment.	X	
2.22	Manage the functions and work activities associated with Managed Application Release management.	X	
Application Quality Assurance			
2.23	Develop, document, implement and manage QA processes and procedures for the delivery of the Application Operations and Maintenance Services.	X	
Interface and Integration Support			
2.24	Maintain integration of the Managed Applications with Client Equipment and other Contractor, Client or third party-provided Software and resolve compatibility issues, in accordance with Contractor's responsibilities for the Managed Applications as set forth in Schedule 2.	X	
2.25	Provide and document, and perform Service Changes to, interfaces between the Managed Applications and other systems, in accordance with Contractor's responsibilities for the Managed Applications as set forth in Schedule 2. Provide updated listing of certified interfaces.	X	
2.26	Test all Managed Application interface Service Changes, resolve compatibility issues, and track and report on compatibility issue	X	

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#	Service, Function or Responsibility	Contractor	Client
	resolution.		
2.27	Monitor Managed Application interfaces as necessary to confirm that data transmissions complete successfully; perform data verification and reconciliation as required for troubleshooting reported Incidents.	X	
Database Administration and Support			
2.28	As needed for compliance with Service Levels, provide database administration and support for the Managed Applications, including monitoring and analyzing database activity; database performance tuning; maintaining test and production databases; documenting database-related settings, processes and procedures for Client system personnel; and certifying patches and advising whether they are required for Client installations.	X	
Configuration Management			
2.29	In conjunction with Hosting Services, perform configuration management, including the identification, documentation, control, maintenance and verification of configuration items, maintain the configuration management database and report on configuration Service Changes.	X	

Schedule 5
Service Orders and Enhancement Services

1.   **SERVICE ORDERS**.

    (A)   **Service Order Request**. From time to time during the Term, either Contractor may offer or Client (through a Client Representative) may submit a Service Order Request for software and/or technical support services subject to the Rate Card or other previously agreed terms under the terms of this Schedule 5. Service Orders may only be used in the following cases:

- Non-Discretionary Requests, at no cost to Client;

- Discretionary Requests the costs of which are subject to the Rate Card, unit prices, or an agreed-upon FP and where the total cost of the Service Order does not exceed the NTE budget for such Service Order;

- Emergency Service Changes that require use of Technical Support Services, at approved Hourly Rates set forth on the Rate Card, to perform Emergency Service Changes within twenty-four (24) hours, pending Client approval. Following Client's approval an Emergency Service Change Order can be extended for any period determined by Client to be necessary to implement such Emergency Service Change and is agreed to by Client. For clarity sake, the Rate Card only applies to the extent that the Emergency Service Change introduced new functionality.

2.   **SERVICE ORDER REQUESTS**.

    2.1   **Creation, Review and Approval**. From time to time during the Term, either Party may create and submit a Service Order Request to the other Party.

    2.1.1   The submitting Party shall classify any Service Order Request as a Discretionary Service Order Request or a Non-Discretionary Service Order Request. Each Service Order Request shall be reviewed and/or updated by all Parties within two Business Days after submission of the Service Order Request.

    2.1.2   In the case of a Discretionary Service Request, Contractor shall include in its update: Contractor's estimate of the level of effort, the estimated cost of the Service Order, and a proposed statement of success and validation criteria.

    2.1.3   The timeframe obligations of Contractor to evaluate and respond to Service Order Requests submitted by Client shall apply for up to 10 Service Requests per week. Thereafter, Contractor shall use commercially reasonable efforts to evaluate and respond as promptly as possible.

    2.2   **Effect of a Service Request**. If a Service Request is approved by both Parties in accordance with the approval process set forth in <u>Section 2.1</u>, it shall constitute an approved Change Order for purposes of <u>Section 5.7</u> of the MSA and the Parties shall proceed to execute it in accordance with <u>Section 5.7</u> of the MSA. MSA Change Procedures

Schedule 5 (Enhancement Services)
Exhibit B-3 (Task Order 3 for Managed Application Services)
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3.   **SERVICE ORDER REQUEST SERVICES**.   Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to Service Order Requests approved in accordance with Section 2.1 that include implementation of new or modified Software.

#	Service, Function or Responsibility	Contractor	Client
Service Requests			
3.1	Manage all Service Order Request programming efforts using Contractor provided project management Tools and methodologies.	X	
3.2	Manage delivery of Service Order Requests in accordance with the applicable project schedule.	X	
3.3	Participate as reasonably requested by Client in Client's requirements definition and prioritization activities.	X	
3.4	In consultation with Client, set baselines for quality measurement.	X	
3.5	Perform all technical design activities, including technical solution definition, technical specification and User interface specifications.	X	
3.6	Participate in design reviews, including Contractor's technical design review and Client's business process design review, and design reviews of any third party vendor partnering with Client.	X	X
3.7	Perform development activities for Service Order Requests and coordinate with internal Client teams and third party teams, as necessary, throughout the design and development process.	X	
3.8	Comply with the QA procedures and relevant Application quality standards	X	
3.9	Develop test plans and automated test scripts for Service Order Requests and provide such test plans and scripts to Client for Client's use.	X	
3.10	Plan and perform unit, functional, integration, performance and, as required, regression testing for all Service Requests.	X	
3.11	Execute performance tests within a staging environment which replicates the components in the production environment as appropriate to perform the test functions and develop the manual and/or automated test scripts, software, etc.	X	
3.12	Perform User Acceptance tests.		X
3.13	Correct all defects found through testing or reported by Client.	X	
3.14	Create and/or update user, system and operations documentation, as	X	

#	Service, Function or Responsibility	Contractor	Client
	appropriate, and update communications plans, as necessary.		
3.15	Migrate code throughout appropriate environments and incorporate Changes into production code baseline.	X	
3.16	Accept Final Deliverable		X

4.   **ENHANCEMENT REQUEST PROCESS**.

4.1   **Enhancement Requests**. Client may, from time to time during the Term, request that Contractor develop certain Enhancements to the Managed Applications in accordance with the Enhancement Request process described below (each request, an "Enhancement Request"):

(A)   Client shall submit each Enhancement Request in substantially the form set forth in Attachment A. Contractor shall prepare a response to each Enhancement Request (each, an "Enhancement Proposal") in substantially the form set forth in Attachment A and shall convert each Service Order Request that is classified by Contractor as an Enhancement pursuant to Section 2.1(B) to an Enhancement Proposal, within 30 days from receipt of the Enhancement Request. The timeframe obligations of Contractor to evaluate and respond to Enhancement Requests submitted by Client shall apply for up to three Enhancement Requests per month. Thereafter, Contractor shall use commercially reasonable efforts to evaluate and respond as promptly as possible.

(B)   Client shall review the Enhancement Proposal and, as soon as reasonably practicable and in any event not more than 30 days after receipt of the Enhancement Proposal, either:

(1)   approve the Enhancement Proposal through execution of the Enhancement Proposal by the Client Service Manager;

(2)   notify Contractor that Client does not wish to proceed with the Client Enhancement, in which case no further action shall be taken in respect of the Enhancement Proposal; or

(3)   either Party may request that it and the other Party meet to discuss the Enhancement Proposal (an "Enhancement Proposal Meeting").

If Client does not provide Contractor notice of (1), (2) or (3) within 30 days after receipt of the Enhancement Proposal, or otherwise request additional time for review of the Enhancement Proposal, the Enhancement Proposal shall be automatically cancelled.

(C)   At the Enhancement Proposal Meeting, the Parties shall use reasonable endeavors to agree to either:

(1)   take no further action in respect of the proposed Enhancement, in which case no further action shall be taken in respect of the Enhancement Proposal;

(2)   acquire further information before deciding whether to proceed with the Enhancement;

(3)   amend some or all of the contents of the Enhancement Proposal, which Contractor shall incorporate into a revised version of the Enhancement Proposal; or

(4)   proceed with the Enhancement as detailed in the Enhancement Proposal.

(D)   In the event that the Parties agree to proceed in accordance with one of the options detailed in Section 4.1(C)(2) or Section 4.1(C)(3), then the Parties shall gather any necessary information and/or Contractor shall prepare a revised version of the relevant Enhancement Proposal, upon which the Parties shall decide whether to proceed in accordance with Section 4.1(C). The Parties shall continue to go through the process detailed above until such time as a final resolution is made by the Parties.

4.2   **Effect of an Enhancement Proposal**. If an Enhancement Proposal is accepted by Client, the Parties shall approve such Enhancement Proposal in accordance with the approval process set forth in Section 4.1 and provide the executed Enhancement Proposal (each approved Enhancement Proposal, an "Enhancement Work Order") to the other Party's Service Manager. Once executed by both Parties, the Enhancement Work Order shall constitute an approved and fully executed Change Order for purposes of Section 5.7 of the MSA. Contractor shall not commence performance of any services, functions or responsibilities set forth in an Enhancement Proposal until Contractor has received a fully executed Enhancement Work Order. Each Enhancement Work Order shall incorporate therein and be subject to all of the terms and conditions of the MSA. Each Enhancement Work Order shall be consecutively numbered to facilitate identification. In the event of any conflict between the terms and conditions of the MSA and any executed Enhancement Work Order, the terms and conditions of the MSA shall govern unless otherwise expressly agreed in the applicable Enhancement Work Order by specific reference to the provision of the MSA that is to be superseded.

The Enhancement approval process described in this Schedule is agreed by the Parties to be consistent with the Change Request procedures set forth in Section 5.7 of the MSA. To the extent of any conflict between the Enhancement approval process described in this Schedule and the Service Change Request procedures set forth in Section 5.7 of the MSA, with respect to Enhancements only, the MSA process shall control.

5.   **ENHANCEMENT SERVICES**. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to Enhancements approved in accordance with Section 4.1.

#	Service, Function or Responsibility	Contractor	Client
5.1	Provide a fully completed Enhancement Request for each requested Enhancement in accordance with Section 4.1.		X
5.2	Respond to Enhancement Requests, and execute Enhancement Work Orders, for Enhancements to the Hosted Systems and the Managed Applications (including interfaces) in accordance with Section 4.1.	X	
5.3	Manage all Enhancement programming efforts using Contractor provided project management Tools and methodologies.	X	
5.4	Manage delivery of Enhancements in accordance with the applicable project schedule.	X	

#	Service, Function or Responsibility	Contractor	Client
5.5	Participate as reasonably requested by Client in Client's requirements definition and prioritization activities.	X	
5.6	In consultation with Client, set baselines for quality measurement.	X	
5.7	Define and provide requirements and prioritization for requested Enhancements.		X
5.8	Perform all technical design activities, including technical solution definition, technical specification and User interface specifications.	X	
5.9	Perform development and implementation activities for Enhancements and coordinate with internal Client teams and third party teams, as necessary, throughout the design, development and implementation process agreed to by the parties.	X	
5.10	Comply with the QA procedures and relevant Application quality standards.	X	
5.11	Develop test plans and automated test scripts for Enhancements and provide such test plans and scripts to Client for Client's use, in conjunction with Client.	X	
5.12	Plan and perform unit, functional, integration, performance and, as required, regression and any other non-functional testing for all Enhancements, as agreed by the Parties.	X	
5.13	Execute performance tests within a performance environment which replicates the components in the production environment as appropriate to perform the test functions and develop the manual and/or automated test scripts, software, etc.	X	
5.14	Perform User Acceptance tests.		X
5.15	Correct all defects found through testing or reported by Client.	X	
5.16	Create and/or update user, system and operations documentation, as appropriate, and update communications plans, as necessary.	X	
5.17	Migrate code throughout appropriate environments and incorporate Changes into production code baseline.	X	
5.18	Accept Final Deliverable		X

Attachment A
Form of Enhancement Request and Proposal

Enhancement Request ID:	
Requested By:	Requested By:
Date Requested:	Date Requested:

Type of Change:

Business Function (Requirements) Change

Business owner (or delegate) and IT owner (or delegate) approvals required

Technology Service Change

IT owner (or delegate) approval required

Reference Data Update

Business owner (or delegate) and IT owner (or delegate) approvals required

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General Description:

Scope or Impact of this Request: *< Describe impact of Enhancement, i.e. Applications or systems, users, business segments or processes, database or operational changes, processes dependent on the deployment date etc.>*

Current Process: *<Attach or document how the process is currently working and interfacing with other processes>*

Proposed Process*:* *<Attach or document how the process should work and interface with other processes>*

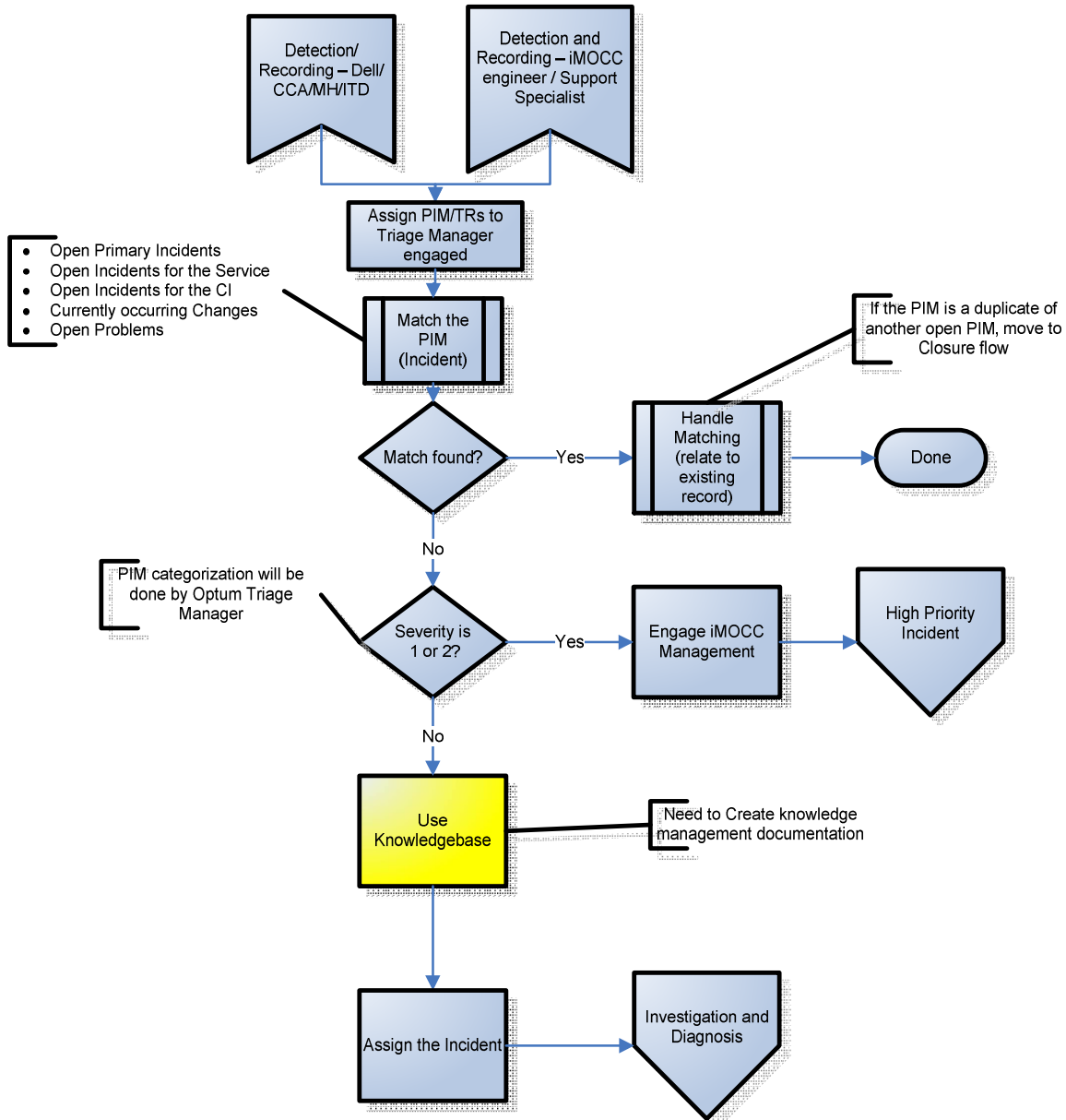**Proposed Schedule**: *<Attach proposed project plan, schedule or milestones>*

Acceptance Criteria: *<Attach proposed Acceptance Criteria and testing procedures>*

Estimated Hours and T&M Fees: *<Attach estimate of required hours, resources and T&M Fees>*

Schedule 6
Cross Functional Services

1.   **CROSS FUNCTIONAL SERVICES**. Cross Functional Services are the joint responsibility of Contractor, Client and Client's Third Party Vendors. This Schedule describes certain support Services that will be provided for the Hosted Systems and the Managed Applications until such time as agreed in the Operations and Maintenance Manual, after which time the process will be set forth in the Operations and Maintenance Manual.

Initial Support

Detection/ Recording – Dell/ CCA/MH/ITD

Detection and Recording – iMOCC engineer / Support Specialist

Assign PIM/TRs to Triage Manager engaged

- Open Primary Incidents
- Open Incidents for the Service
- Open Incidents for the CI
- Currently occurring Changes
- Open Problems

Match the PIM (Incident)

If the PIM is a duplicate of another open PIM, move to Closure flow

Match found? — Yes → Handle Matching (relate to existing record) → Done

No

PIM categorization will be done by Optum Triage Manager

Severity is 1 or 2? — Yes → Engage iMOCC Management → High Priority Incident

No

Use Knowledgebase

Need to Create knowledge management documentation

Assign the Incident → Investigation and Diagnosis

2.   **CALL CENTER AND TECHNICAL SUPPORT SERVICES**. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to the provision, staffing, operation, administration and management of the Call Center and Technical Support Services in support of the Hosted Systems and the Managed Applications.

#	Service, Function or Responsibility	Contractor	Client
2.1	Provide, staff, operate and maintain the Call Center to provide first line support, i.e., take customer relationship management calls from Users and Members related to the Hosted Systems and Managed Applications.		X
2.2	Consult with Client to create and provide a record of known errors provided by Contractor as fields in the Problem Management Report.	X	
2.3	Provide Level 1 (first line) customer relationship management Support to Users and Members through the Call Center. Call Center responsibilities include: ▪ Take User and Member inbound calls and emails ▪ Through series of scripted questions and/or decision tree steps, capture User or Member contact and issue information per agreed upon instructions, utilizing the Problem Management Report ▪ Escalate technical support calls to Contractor resources per agreed upon instructions to Contractor Technical Support Services ▪ Escalate Incidents and Service Requests that are not resolved within target resolution times to Contractor Technical Support Services		X
2.4	Provide Level 2 customer relationship management support through CCA. Responsibilities include: ▪ Triage and escalate technical support calls to Contractor resources ▪ Triage and transfer calls to MassHealth Call Center		X
2.5	For each User or Member call or email, create a tracking ticket in Client's system.		X
2.6	Evaluate information obtained from Users and Members through the Call Center and identify and escalate Incidents and Service Requests not resolved within target resolution time.		X
2.7	Provide Technical Support Services Level 2 Support and Level 3 Support for the Managed Applications, provided that Level 3 Support shall be provided on an on-call basis outside of business hours only for Priority Level 1 and 2 Incidents. For the purpose of this Schedule business hours shall mean 7:00 a.m. to 7:00 p.m. Eastern Time.	X	

#	Service, Function or Responsibility	Contractor	Client
2.8	Escalate issues related to the Hosted Systems or Managed Applications that are not within Contractor's Scope of responsibility, as set forth in Schedule 2, to Client or the applicable third party.	X	

3. <u>**INCIDENT MANAGEMENT SERVICES**</u>. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing Incidents with the Hosting Environments and the Managed Applications in accordance with Contractor's Incident Management process as set forth in the Operations and Maintenance Manual.

#	Service, Function or Responsibility	Contractor	Client
3.1	Support the capability for Client Representatives to submit inquiries and Incidents via such media as determined by Contractor and approved by Client.	X	
3.2	Perform an initial diagnosis of each Incident identified to or by Contractor and create a Ticket in the applicable Ticket Management System.	X	
3.3	Classify the Incident according to Priority Level.	X	
3.4	In accordance with Contractor's procedures as agreed to by Client and set forth in the Operations and Maintenance Manual, promptly notify Client through the designated communication channel of each Priority Level 1 and Priority Level 2 Incident.	X	
3.5	Investigate and diagnose each Incident.	X	
3.6	Assign an Incident manager for each Priority Level 1 and Priority Level 2 Incidents.	X	
3.7	By implementing a workaround or through other means, restore the affected functionality of the Hosting Environment, Hosted System or Managed Application with respect to each Incident that is within Contractor's Scope of responsibility for Managed Applications.	X	
3.8	Coordinate with Client, vendors and other third parties as needed with respect to Incidents that are not within Contractor's Scope of responsibility for Managed Applications.	X	
3.9	Provide end-to-end ownership of Incidents received from Client or identified by Contractor that relate to the Managed Applications, including those that may need to be escalated to Client or third party resolver groups for final resolution. Contractor will own Tickets until the point that there is reasonable evidence that the resolution of the	X	

Schedule 6 (Cross Functional Services)
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#	Service, Function or Responsibility	Contractor	Client
	Incident is solely within the responsibility of Client or a third party.		
3.10	Following restoration, close the Ticket.	X	
3.11	Follow the procedures for all Priority Levels of Incidents as set forth in the Operations and Maintenance Manual.	X	X
3.12	Follow procedures for Security Incidents consistent with Security Requirements as set forth in the Operations and Maintenance Manual.	X	X
3.13	Communicate Incident status to Client at the frequencies and to the individuals and offices in accordance with Contractor's procedures.	X	
3.14	Escalate Incidents in accordance with the procedures set forth in the Operations and Maintenance Manual.	X	X
3.15	Update Tickets in the applicable Ticket Management System to reflect current status.	X	
3.16	Conduct proactive trend analysis to identify Incident trends, and recommend and implement actions to reduce Incidents.	X	

4.   **PROBLEM MANAGEMENT SERVICES**. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing Problems with the Hosting Environments and the Managed Applications, in accordance with Contractor's Problem Management Process as set forth in the Operations and Maintenance Manual.

#	Service, Function or Responsibility	Contractor	Client
4.1	For each Priority Level 1 Incident and each Priority Level 2 Incident, create and assign a Problem Ticket to the responsible manager to investigate root cause. Lower Priority Level Incidents shall be handled in accordance with the Operations and Maintenance Manual. Unless otherwise set forth in the Operations and Maintenance Manual, Contractor will own such Problem Tickets through final resolution or until the point that there is reasonable evidence that the resolution of the Problem is solely within the responsibility of Client or a third party.	X	
4.2	Create a Problem Ticket as needed to manage the root cause analysis and solution implementation for multiple Incidents.	X	
4.3	As agreed to by Client, classify the Problem according to Priority Level.	X	
4.4	Perform analysis to identify the underlying cause or source of the Problem and of any Incidents caused by the Problem.	X	

#	Service, Function or Responsibility	Contractor	Client
4.5	Coordinate with Client, vendors and other third parties as needed with respect to Problems that are within Contractor's Scope of responsibility for Managed Applications.	X	
4.6	Coordinate with vendors and other third parties as needed with respect to Problems that are not within Contractor's Scope of responsibility for Managed Applications (in consultation with Client).		X
4.7	Once the root cause of a Problem has been identified, identify and coordinate execution of a plan for eliminating the potential risk of future Incidents resulting from the Problem for the Services impacted.	X	
4.8	Follow agreed upon procedures for consulting with Problem stakeholders as needed.	X	
4.9	Follow Contractor's procedures for closing the Problem Ticket when it has been resolved.	X	
4.10	Monitor and prioritize inactive Problem Tickets (an inactive Problem Ticket is one that Client has determined that further investigation should not continue)..	X	
4.11	Communicate Problem status to Client at the frequencies and to the individuals and offices in accordance with Contractor's procedures.	X	
4.12	Escalate Problem investigation in accordance with Contractor's procedures.	X	
4.13	Update Problem Tickets in the applicable Ticket Management System to reflect current status.	X	

5. **SERVICE CHANGE MANAGEMENT SERVICES**. Contractor and Client shall perform those services, functions and responsibilities identified as their respective responsibilities in the following matrix with respect to managing Service Changes to the Hosting Environments and the Managed Applications in accordance with Contractor's Service Change Management Process as set forth in the Operations and Maintenance Manual.

#	Service, Function or Responsibility	Contractor	Client
5.1	Assist and be available to answer questions and provide information related to Service Changes requested by Client.	X	
5.2	Assist and be available to answer questions and provide information related to Service Changes requested by Contractor.		X
5.3	Plan and coordinate all Service Change activity, including Change Windows, resource engagement, notifications, documentation, and	X	

Schedule 6 (Cross Functional Services)
Exhibit B-3 (Task Order 3 for Managed Application Services)
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#	Service, Function or Responsibility	Contractor	Client
	approvals.		
5.4	Cooperate in the planning and coordination of all Service Change activity, as reasonably requested by Contractor.		X
5.5	Comply with the Service Change Management Process for each Service Change.	X	
5.6	Follow the procedures to communicate Service Change activity to impacted stakeholders as set forth in the Operations and Maintenance Manual. Except in an emergency, Contractor shall inform Client at least 48 hours prior to any Service Change activity that is expected to require or cause any Managed Application to be offline or unavailable.	X	
5.7	Follow the procedures to communicate Service Change activity to impacted stakeholders as set forth in the Operations and Maintenance Manual.		X
5.8	Follow the procedures to review and provide approval or rejection of proposed Service Changes for implementation to production as set forth in the Operations and Maintenance Manual.		X
5.9	Execute Contractor's responsibilities with respect to approved Service Changes.	X	
5.10	Execute Client's responsibilities with respect to approved Service Changes.		X
5.11	Coordinate with Client, vendors and other third parties as needed with respect to execution of Service Changes that are not within Contractor's Scope of responsibility for Managed Applications.	X	
5.12	Perform post deployment validation, check outs to ensure Service Change is working as desired.	X	
5.13	Following the Service Change closure procedures as set forth in the Operations and Maintenance Manual, close the Change Ticket.	X	

6.   **DISASTER RECOVERY SERVICES**. This Section details the obligations and responsibilities of the Parties with respect to disaster recovery. The Cross Functional Services include those services, functions and responsibilities identified as Contractor's responsibility in the following matrix.

#	Service, Function or Responsibility	Contractor	Client
6.1	Update and maintain a Client-specific disaster recovery plan for the MAS Services ("Disaster Recovery Plan") and provide such plan to Client for review and approval on an annual basis or more frequently as	X	

Schedule 6 (Cross Functional Services)
Exhibit B-3 (Task Order 3 for Managed Application Services)
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#	Service, Function or Responsibility	Contractor	Client
	provided in the Disaster Recovery Plan set forth in Task Order 1.		
6.2	Declare a Disaster if applicable in accordance with the Disaster Recovery Plan.	X	
6.3	Following declaration of a Disaster, restore the Hosting Environments, Hosted Systems and Managed Applications in accordance with the applicable RTOs and RPOs set forth in the Disaster Recovery Plan.	X	
6.4	Test the Disaster Recovery Plan at least twice annually as set forth in the Disaster Recovery Plan to test the efficacy of Contractor's disaster recovery technology, procedures and personnel training and provide test result reports to Client following each test for Client's review and comment.	X	
6.5	In consultation with Client, update the Disaster Recovery Plan as required, including to incorporate applicable test findings or to address material changes in Hosting Equipment and Hosting Software.	X	

Attachment A
Client Representatives

#	Position	Current Contact
1	Chief Information Officer	Bill Oates
2	Deputy Chief Information Officer	Viswanathan Karthik,
3	Chief Operating Officer	Charles Desourdy
4	Chief Applications Officer	Kevin Martin
5	Chief Information Security Officer	Kevin Burns
6	Chief Technology Officer	TBD
7	TBD	TBD
8	TBD	TBD

Schedule 7
MAS Service Levels

This Schedule sets forth the Service Levels that Contractor shall meet in performing the MAS Services with respect to the Managed Applications running in a production Environment. This Schedule also describes the methodology for calculating Service Level credits that shall be made available by Contractor to Client if Contractor fails to meet certain Service Levels.

1.   **Service Levels.**

1.1   **Availability.**

(A)   **Certain Definitions.**

(i) **Total Base Minutes of Service** means the number of Service Minutes during the applicable Measurement Period.

(ii) **Service Minutes** means the number of minutes of Scheduled Availability during the applicable Measurement Period minus the number of minutes during the applicable Measurement Period consisting of (1) actual time incurred for performance of Maintenance during a Maintenance Window, (2) Service Change Downtime, (3) documented problems with Managed Applications determined to be are not within Contractor's Scope of responsibility, under Contractor's Problem Management Process, (4) periods of time attributable to Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request, or (5) periods of time attributable to problems, issues, delays or slowness of the Internet or the User's network or equipment.

(iii) **Scheduled Availability** means 24 x 7.

(iv) **Measurement Period** means the applicable full calendar month.

(v) ADTM stands for "adjusted downtime minutes" and means the sum of all minutes of downtime during the Scheduled Availability during the applicable Measurement Period, calculated by first determining, the sum of the number of minutes that the applicable System or Managed Application was not Available during the Scheduled Available for the applicable Measurement Period.

(B)   **November 1, 2014 through June 30, 2015.**

Availability: November 1, 2014 through June 30, 2015	
Type	Service Level
Commencement	November 1, 2014
Description	This Service Level measures the percentage of time that the Managed Applications are Available in production during Total Base Minutes of Service each month.
Reporting Period	Monthly

Availability: November 1, 2014 through June 30, 2015		
Type	Service Level	
Calculation	(Number of Total Base Minutes of Service minus ADTM during the applicable Measurement Period) divided by number of Total Base Minutes of Service during such Measurement Period, with the result expressed as a percentage.	
Data Sources	Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident.	
Service Level Metric	99.0%	
Service Level Credit (not cumulative – only one may apply for any reporting period)	If Availability is:	Then the Service Level credit equals the following percentage of the Hosting Services Fees invoiced for the month in which the Service Level default occurred:
	Less than 99.0% but not less than 98.5%	5%
	Less than 98.5% but not less than 95.0%	7.5%
	Less than 95.0%	10%

(C)　　**July 1, 2015 forward.**

Availability: July 1, 2015 forward	
Type	Service Level
Commencement	July 1, 2015
Description	This Service Level measures the percentage of time that the System or the Managed Applications are Available in production during Total Base Minutes of Service each month.
Reporting Period	Monthly
Calculation	(Number of Total Base Minutes of Service minus ADTM during the applicable Measurement Period) divided by number of Total Base Minutes of Service during such Measurement Period, with the result expressed as a percentage.
Data Sources	Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident.
Service Level Metric	99.9%

Availability: July 1, 2015 forward		
Type	Service Level	
Service Level Credit (not cumulative – only one may apply for any reporting period)	If Availability is:	Then the Service Level credit equals the following percentage of the Hosting Services Fees invoiced for the month in which the Service Level default occurred:
	Less than 99.9% but not less than 99.7%	3%
	Less than 99.7% but not less than 95.0%	7.5%
	Less than 95.0%	10%

      1.2   **Performance.**

Performance: Contractor Internal hCentive Software Transactions	
Type	Service Level
Commencement	Go Live date
Description	This Service Level measures the percentage of certain production Transactions executed solely within the Contractor hCentive Software Application Services Domain that are completed within the required timeframe
Reporting Period	Monthly
Calculation	Number of Transactions executed during the applicable Measurement Period for which the Elapsed Duration is within the required timeframe, divided by number of Transactions during such Measurement Period, with the result expressed as a percentage. **Transactions** means a sampling of certain agreed types of production transactions (which are discrete requests for individual replies for information from Contractor's web servers) run in the hCentive Software Managed Application solely within the Contractor hCentive Software Application Services Domain. Transactions shall not include any User functions or other functions outside the Contractor hCentive Software Application Services Domain. **Contractor hCentive Software Application Services Domain** means Contractor's internal portion of the production Hosting Environment in which the hCentive Software Managed Application runs, which is physically bounded by network firewalls or other security boundary devices providing a clear demarcation between Contractor's internal operations and external functions and transactions of the hCentive Software Managed Application within New

Performance: Contractor Internal hCentive Software Transactions	
Type	Service Level
	HIX. **Elapsed Duration** means, for a Transaction, the time between the receipt of the Transaction request at the point of entry (web server or other security boundary device) to the Contractor hCentive Software Application Services Domain and the time the Transaction reply exits the Contractor hCentive Software Application Services Domain at the point of exit (web server or other security boundary device). Notwithstanding the foregoing, for any Transaction that commenced during one of the following periods, Elapsed Duration shall not commence until the following periods have ended (1) a period when Maintenance is being performed during a Maintenance Windows, (2) a period when a Change is being performed during a Change Window, (3) a period when documented problems with Managed Applications exist that are not within Contractor's Scope of responsibility, as set forth in Schedule 2 (e.g., Client-managed DNS, networks, interfaces to Dell, FDSH, MMIS, etc.), to the extent that such problems cause the Transaction to be delayed, or (4) periods of time when a Transaction cannot be completed as a result of Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request. **Measurement Period** means the applicable full calendar month.
Data Sources	The measurement process shall occur on Contractor's external facing web server.
Service Level Metrics	90.0% of all Transactions have an Elapsed Duration of three(3) seconds or less
	99.0% of all Transactions have an Elapsed Duration of seven (7) seconds or less
Service Level Credit (only one credit may apply for any or all defaults under this Service Level in a single reporting period)	10% of the Hosting Services Fees invoiced for the month in which the Service Level default occurred

1.3. **Restoration.**

Restoration: Priority Level 1 and 2 Incidents	
Type	Service Level
Commencement	Go Live date

Restoration: Priority Level 1 and 2 Incidents	
Type	Service Level
Description	This Service Level measures the occurrence of any Priority Level 1 and 2 Incidents for which the Restoration Time, with respect to any individual Incident, exceeds four hours or eight hours, respectively. Security Incidents that do not result in the system not being Available are not subject to this Service Level or Service Level credits, notwithstanding whether they are characterized as Priority Level 1 Incidents unless the Security Incident resulted from Contractor's failure to maintain appropriate security measures in accordance with industry best practices.
Reporting Period	Monthly
Calculation	Number of Priority Level 1 and 2 Incident Tickets opened during the applicable Measurement Period for which the Restoration Time exceeds four hours or eight hours, respectively. **Measurement Period** means the applicable full calendar month. **Restoration Time** means the time between the creation of the Priority Level 1 or 2 Incident Ticket and the completion of Restoration. The Restoration Time obligations set forth in this <u>Section 1.3</u> of <u>Schedule 7</u> shall not apply to (1) documented problems with Managed Applications that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Client-managed DNS, networks, interfaces to Dell, FDSH, MMIS, etc.), or (2) to the extent that an Incident cannot be Resolved as a result of Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request.
Data Sources	Contractor's service management system, which maintains a record of each Incident, including time of Ticket creation and time of Restoration.
Service Level Metric	For Incidents occurring within the Scope of Contractor's responsibility as described in this Task Order: ▪ No Priority Level 1 Incident within the scope of Contractor's responsibilities shall have a Restoration Time longer than four hours. ▪ No Priority Level 2 Incident within the scope of Contractor's responsibilities shall have a Restoration Time longer than eight hours. For the avoidance of doubt, the Scope of Contractor's responsibility is limited by <u>Section 2.5</u> of this Task Order.
Service Level Credit	10% of the Hosting Services Fees invoiced for the month in which the Service Level default occurred, provided that no such Service Level credit shall apply for any month in which a Service Level credit applies for an Availability Service Level.

2.   **Service Level Credits.**

      2.1   **Service Level Credits**.   Contractor's monthly Service Level report shall include information on any Service Level default(s) and corresponding Service Level credit(s). Contractor shall automatically provide service level credits. If Contractor fails to do so, within 90 days of Client's receipt of the applicable Service Level report, Client may elect to claim a Service Level credit by issuing a written notice to Contractor. If more than one Service Level default has occurred within a single month, the sum of the corresponding Service Level credits (up to the At-Risk Amount) may be claimed by Client. If a single Incident results in multiple Service Level defaults, as determined through Contractor's root cause analysis, Client shall be entitled to claim only the highest Service Level credit (i.e., only one credit) that is applicable to such Incident. In the event that Client elects to seek actual damages related to the same events for which Service Level credits were assessed, any damages award in connection therewith shall be reduced by the amount of such Service Level credits actually received by Client.

      2.2   **At-Risk Amount**. The maximum amount of Service Level credits under this Task Order that Client may receive for Service Level defaults occurring during a single calendar month shall be limited, in the aggregate, to the At-Risk Amount. The "At-Risk Amount" shall be 10 percent of the monthly Fees for the Hosting Services, as determined in accordance with Schedule 8, that are payable by Client to Contractor during the calendar month in which the Service Level default(s) occurred.

3.   **Excused Performance**. To the extent that any Service Level default is attributable to: (A) a Client Delay; (B) a Force Majeure Event; except that a Force Majeure Event shall not excuse, delay or suspend Contractor's obligation to invoke and follow its Business Continuity Plan (as defined in the MSA), Disaster Recovery Plan or any other business continuity or disaster recovery obligations set forth in the MSA in a timely fashion, (C) a breach by Client, a Third Party Vendor of Client or any other third party (excluding Third Party Vendors provided by Contractor or other third parties engaged by Contractor in relation to the Services) of any of its obligations with respect to the MAS Services or under the MSA that prevents Contractor from meeting the applicable Service Level; (D) External Systems; (E) a change in Commonwealth funding; (E) a CSM policy change; (F) acts or omissions of Client, a Client vendor or other third party; or (G) an adjustment of priorities or change in the Services requested by Client or CMS, then, in any such case, such Service Level default shall be excused, and no Service Level credit or other remedy shall accrue with respect to such Service Level.

Schedule 8
MAS Fees

1.   **Invoicing and Payment**.

         1.1   **General**. The MAS Fees shall be invoiced by Contractor monthly in arrears and payable in accordance with the terms of the MSA.

         1.2   **Invoices**. Contractor shall prepare and provide monthly invoices detailing MAS Fees, as follows:

         (A)   Hosting Services;

         (B)   AOM Services;

         (C)   Enhancement Services; and

         (D)   Expenses.

2.   **Hosting Services Fees**.

         2.1   **Initial Hosting Services Fees**. For the period commencing July 1, 2014 through December 31, 2014, the Fees for all Hosting Services subject to this Task Order shall be $330,000 per month. For the period commencing January 1, 2015 through March 31, 2015, the Fees for all Hosting Services subject to this Task Order shall be $621,000 per month.

         2.2   **Volume Adjustment**. Beginning in January 2016, for each month in which the volume of Members, as measured on the last day of such month, exceeds 1,600,000, the Hosting Services Fee for such month shall equal the sum of (A) $621,000 + (B) (actual number of Members – 1,600,000) times $0.40.

         2.3   **Hosting Services Fee Election**. Beginning April 1, 2015 and continuing through the end of the term of this Task Order, the Hosting Services Fees shall be $621,000 per month, as adjusted in accordance with Section 2.2 for any month in which the number of Members exceeds 1,600,000, unless and until Client elects to convert the Hosting Services Fees in accordance with this Section. At any time, for calendar months commencing April 1, 2015 or such later effective date as Client designates, Client may elect, by giving Contractor at least five Business Days' notice, to convert the Hosting Services Fees to a variable monthly fee, calculated in accordance with Section 2.4. Such election, once made by Client, may not be reversed.

         2.4   **Variable Hosting Services Fees**. For each calendar month following the effective date of Client's election to convert to variable Hosting Services Fees in accordance with Section 2.3, the Hosting Services Fees for all Hosting Services subject to this Task Order shall be calculated as the sum of the following two components:

         (A)   Allocated Storage Charge.

                  (i)   The Allocated Storage Charge is based on server storage space allocated for the provision of the Hosting Services ("Allocated Storage"), measured in gigabytes. The number of

gigabytes of Allocated Storage for a particular month is measured based on a snapshot taken by Contractor on the first Business Day of the following month that Contractor shall verify for accuracy by the end of the fifth Business Day of such following calendar month. The monthly Allocated Storage Charge equals the product of the number of gigabytes times $0.59.

(ii)   The number of gigabytes of Allocated Storage shall not vary from month to month except as follows:

(a)   Either Party may initiate a Change Request to modify the amount of Allocated Storage. No such change in Allocated Storage shall be effective until a Change Order has been signed by both Parties, in accordance with the procedures set forth in Section 5.7 of the MSA. In no event shall the Parties reduce Allocated Storage if such reduction might adversely affect the performance of any Hosting Environment, Hosted System or Managed Application or Contractor's ability to provide the MAS Services in accordance with Contractor's obligations under this Task Order, including obligations to comply with applicable Service Levels; or

(b)   In the event of a Priority Level 1 Incident that Contractor reasonably determines requires an adjustment to Allocated Storage in order to restore the affected functionality of the applicable Hosting Environment, Hosted System or Managed Application, Contractor may make such adjustment as Contractor reasonably deems necessary.

(B)   Compute Unit Charge.

The Compute Unit Charge is based on the number of Compute Units consumed during the applicable month. A "Compute Unit" is a standardized unit of measure used to meter service consumption associated with (1) the virtual CPU consumption (GHz) and (2) RAM allocated (GB) over time related to an active virtual machine. The number of Compute Units for a particular month equals the number of GHz of virtual CPU consumption plus the number of GB of allocated RAM for such month. The monthly Compute Unit Charge equals the product of the number of Compute Units for such month times $0.0968.

3.   **AOM Services Fees**.

3.1   **Initial AOM Services Fees**. For the period commencing January 1, 2015, the Fees for all AOM Services subject to this Task Order shall be $583,333 per month.

3.2   **Quarterly Review**. By the 10th Business Day following the end of each calendar quarter, Contractor shall prepare and provide to the Parties' Project Managers a report summarizing the AOM Services, the number of Contractor Personnel providing such AOM Services, issues related to such AOM Services and such other information related to the AOM Services as Contractor and Client determine is relevant. The Parties, based on the information in such report, shall determine, no later than the 10th Business Day following the distribution of the report, whether the number of Contractor Personnel providing the AOM Services should be adjusted. No such adjustment shall be effective until a Change Order has been signed by both Parties, in accordance with the procedures set forth in Section 5.7 of the MSA. In no event shall the Parties reduce the number of Contractor Personnel providing the AOM Services (A) prior to the first calendar quarter of 2015 (based upon the information contained in the AOM Services report for the second calendar quarter of 2015), or (B) if reduction might adversely affect the AOM Services or Contractor's ability to provide the MAS Services in accordance with Contractor's obligations under this Task Order, including obligations to comply with applicable Service Levels.

3.3 **Adjustment of AOM Services Fees**. If the Parties determine, in accordance with Section 3.2, that the number of Contractor Personnel providing the AOM Services should be adjusted, the Change Order authorizing such adjustment shall set forth the adjusted monthly AOM Services Fees, which shall equal the then-current monthly AOM Services Fees adjusted by an amount equal to agreed change (+/-) in the number of Contractor Personnel providing the AOM Services times $20,800 (which amount is the product of 160 hours per month times $130).

4. **Enhancement Services Fees**. The Fees for Enhancement Services provided in accordance with this Task Order shall be set forth in the applicable Enhancement Work Order and shall be calculated on a T&M basis at the Hourly Rates set forth in Exhibit D to the MSA, as such rates may be adjusted in accordance with the terms of the MSA.

5. **Expenses**.

5.1 **Pass-Through Expenses**. Pass-through expenses under this Task Order include the following:

Table 8.5.1: Pass-Through Expenses.

Description	Commencement Date	Vendor	Amount
hCentive Software license fees*	November 15, 2014	hCentive	See below
The pass-through network connectivity described in Table 3.C.1:	October 15, 2014 (estimated)	Optum (See Table 3.C.1)	As invoiced by carrier.

* As of the Task Order Effective Date, the hCentive Software license fees are as follows:

hCentive Software Pricing

# of Members		Unit Price	Unit
0	250,000	$0.99	
250,001	500,000	$0.89	
500,001	1,000,000	$0.79	Per member per month (PMPM)
1,000,001	2,000,000	$0.69	
2,000,001	Any number	$0.59	

The hCentive tiered pricing works like a tax table i.e. the reduced pricing is applicable for additional members beyond the preceding pricing bracket.

Customization & integration costs are not included in the above pricing.

hCentive will charge minimum fee of $247,500 per month from the Go-Live Date for up to 250,000 Members.

Number of Members will be based on number of insured Members whose enrollment transaction was

hCentive Software Pricing

# of Members	Unit Price	Unit
processed through the system. Each Member will remain a Member as long as the Member remains enrolled in the plan. If a Medicaid eligibility check is processed by hCentive software and the person is redirected to the Medicaid enrollment system, and the person enrolls into a Medicaid plan, the person will be counted as a Member for the purposes of calculating the PMPM fee. If the direct enrollment module is used by an Issuer or web based entity and the person enrolls into the QHP, the person will be counted as a Member for the purposes of calculating the PMPM fee.		

6.   **Cross Functional Services Fees.** All Fees for the Cross Functional Services are included in the Hosting Services Fees and the AOM Services Fees. No Cross Functional Fees will be invoiced separately.

7.   **Investment Compensation Fees**. In the event that Client terminates this Task Order for convenience prior to the end of the Term, Client shall pay Contractor the following Fees to compensate Contractor for certain investments that Contractor has made in Hosting Equipment, Hosting Software and other resources required to provide the MAS Services:

Table 8.7: Investment Compensation Fees

	Termination Date			
	Prior to 6/30/15	**7/1/15 – 6/30/16**	**7/1/16 – 6/30/17**	
Investment Compensation Fees	$3M	Four (4) times Average Monthly Hosting Fees*	Two (2) times Average Monthly Hosting Fees	

*__Average Monthly Hosting Fees__ means the aggregate Hosting Services Fees payable for a period of three (3) full calendar months immediately preceding the date of termination divided by three (3).

8.   **Transition Services Fees**.   Fees for Transition Services provided in connection with the expiration or termination of this Task Order or any MAS Services shall be calculated and invoiced in accordance with the MSA, including Section 21.3 of the MSA.

9.   **hCentive Credits**. In consideration of the license granted to Contractor to use the Commingled Client Owned Deliverables as further provided in Section 13.4(i) of the MSA, Client shall be entitled to, and Contractor shall provide to Client, a credit in the total amount of Four Million Five Hundred Thousand Dollars ($4,500,000), as set forth in Section 12.3 of the MSA, to be applied towards the payment of fees under this Task Order in equal monthly amounts over the course of the sixty (60) month period commencing on January 1, 2015 (the "hCentive Credit Period"). In the event, that the Term of this Task Order terminates prior to the expiration of the hCentive Credit Period, upon the date of such termination, the full amount remaining of the hCentive Credit, if any, will immediately be credited to Client and applied towards payment of any fees then owed to Contractor under this Agreement as directed by Client. If no fees are owed, then Contractor shall pay the balance to Client within thirty (30) days of Client's request therefor.

Schedule 9
MAS Reports

Contractor shall produce and provide to Client the reports set forth below with respect to the MAS Services.

1. **MANAGEMENT**

#	Report Name	Description	Frequency	Recipient(s)
1	Operational Business Report	▪ Contractor performance trends against Service Levels ▪ Actual User volumes by month ▪ Hosting capacity management forecast and activities ▪ Schedule of new software releases ▪ Peak season readiness (as appropriate throughout the year) ▪ Status of active and proposed Enhancements, including the status of all Enhancement Requests ▪ Continuous Improvement report ▪ Analysis/Trend of Managed Application Services fees ▪ Documentation of accomplishments during the reporting period ▪ Status on all open issues not covered by Incident and Problem reports	Quarterly	Client Contract Executive Contractor Executive

4. **OPERATIONAL**

#	Report Name	Description	Frequency	Recipient
1	Monthly Service Level Report	Report on Contractor's compliance with Service Levels during the previous month.	Monthly	Client Contract Executive Client Contract Manager Contractor Service Delivery Managers

#	Report Name	Description	Frequency	Recipient
2	Change Management Report	▪ List of Change Requests related to the MAS Services submitted in prior week and status of each such Change Request ▪ Report on all change-related Incidents during the reporting period	Weekly	Client Contract Manager
3	Incident Management Report	Description of Incidents that have occurred in prior week/month, status and Priority Level, and whether escalated to Client.	Weekly and Monthly	Client Contract Manager
4	Problem Management Report	Description of open Problems, status and Priority level; progress towards root cause analysis.	Weekly and Monthly	Client Contract Manager
5	Immediate Priority Level 1/Priority Level 2 Notifications	▪ Notification of any Ticket opened as Priority Level 1 or Priority Level 2 ▪ E-mail message to designated distribution	Upon Ticket open	Client Contract Manager Contractor Service Delivery Managers Other designated persons
6	Watch Report	▪ Descriptions of all Priority Level 1 and Priority Level 2 Tickets opened/closed in the past 24 hours, grouped by condition and Priority Level ▪ E-mail message to designated distribution	Daily	Client Contract Manager Service Delivery Managers
7	Enhancement Services Status Report	Data includes Enhancement Request date and time created and closed, status of budget, deadline, scope, benefit, and quality.	Monthly	Client Contract Manager
8	Managed Application Version Report	Specifies the currency of each Managed Application version that is being used.	Quarterly	Client Contract Manager

Schedule 9 (MAS Reports)
Exhibit B-3 (Task Order 3 for Managed Application Services)
Master Services Agreement

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