PROFESSIONAL SERVICES AGREEMENT

By and Between

hCentive, Inc.

and

OptumInsight, Inc.

September 30, 2014

TABLE OF CONTENTS

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT and all Exhibits and Attachments hereto (collectively this "Agreement") is entered into as of September 30, 2014 (the "Effective Date") by and between OptumInsight, Inc., with a principal business address of 13625 Technology Drive, Eden Prairie, MN 55344 ("Optum"), and hCentive, Inc., with a principal business address of 12355 Sunrise Valley Drive, Suite 310, Reston VA 20191 ("hCentive"). Capitalized terms not defined elsewhere in the body of this Agreement are defined in Exhibit A.

WHEREAS, Optum has entered into a Master Services Agreement (the "Prime Contract") with the Massachusetts Office of Information Technology formerly known as the Commonwealth of Massachusetts' Information Technology Division ("Customer") under which Optum has agreed or will agree to perform the services described in the Prime Contract;

WHEREAS, Optum and hCentive have entered into a Software License and Support Agreement, dated September 30, 2014 (the "Software License Agreement"), pursuant to which hCentive granted a license to Optum and Customer to certain of hCentive's Software (the "hCentive Software");

WHEREAS, in support of the Prime Contract, and in connection with the Software License Agreement, Optum wishes to engage hCentive to perform certain services during the Term of this Agreement, as such term is set forth in Section 7.1 below; and

WHEREAS, upon the termination or expiration of the Prime Contract, or upon written request from Optum or Customer, whichever is sooner, hCentive has agreed that this Agreement shall be automatically assigned from Optum to Customer pursuant to Exhibit A.

IN CONSIDERATION OF the premises and mutual agreements contained herein, the sufficiency of which Optum and hCentive hereby acknowledge, Optum and hCentive, intending to be legally bound, hereby agree as follows:

1. **PERFORMANCE OF THE SERVICES**

1.1.   Services. hCentive will provide (a) professional configuration services in connection with the hCentive Software licensed to Optum and Customer under the Software License Agreement and (b) other services, each as set forth in a Statement of Work to be issued hereunder (collectively, the "Services"). hCentive will provide the Services in accordance with the: (a) Commonwealth Terms and Conditions (Exhibit B); (b) Commonwealth Standard Contract Form (Exhibit C); (c) Personnel Confidentiality Agreement (Exhibit D); (d) Data Management and Confidentiality Agreement; (e) CommonWay Standards and Templates (Exhibit F); (f) Security and Data Integrity Requirements (Exhibit G); (g) Statement of Work (Exhibit H); (h) Flow-Down Terms (Exhibit A); (i) the CMS Requirements; and (j) this Agreement and all Exhibits, Attachments and documents incorporated therein.

1.2.   Order of Precedence. Unless expressly stated otherwise in this Agreement, in the event of a conflict, ambiguity or inconsistency between or among the provisions of the documents set forth in Section 1.1, such conflict, ambiguity or inconsistency will be resolved by giving precedence to the documents in the order of precedence set forth in Section 1.1(a) through (i), above.

1.3. **Incorporated by Reference**. All Exhibits and Attachments are incorporated into this Agreement by reference. The terms and conditions of this Agreement may be amended from time to time by the Parties pursuant to mutually agreed upon Change Orders or amendments to this Agreement resulting from (a) continued negotiation of the Prime Contract, (b) amendments to the Prime Contract, or (c) change orders under the Prime Contract. Such Change Orders or amendments shall be binding on hCentive.

1.4. **Advisers**. hCentive understands and acknowledges that Customer has obtained the services of advisers including, but not limited to, IV&V vendors and accessibility testers, to assist Customer with regard to the Project, and hCentive agrees to cooperate with these advisers.

1.5. **Contingent upon Customer's Approval**. This Agreement shall not be effective without Customer's approval. If Customer fails to approve the subcontractor relationship between Optum and hCentive or any of the terms of this Agreement, Optum may terminate this Agreement, if executed prior to Customer's approval or non-approval, pursuant to Article 7. Failure of hCentive to agree to provisions required by Customer may result in the inability to execute this Agreement or the termination of this Agreement if it has previously been executed. In the event of such termination, Optum shall pay hCentive for satisfactory services performed and expenses incurred prior to the date of such termination, based upon the mutual agreement of the Parties concerning the reasonable and substantiated fees for such performance.

2. **REPRESENTATIONS AND WARRANTIES**

2.1. **Representations and Warranties of hCentive**. hCentive makes the following representations and warranties to Optum and Customer.

(a) (i) hCentive has the right, power and authority to enter into and perform its obligations under this Agreement; (ii) the individual executing this Agreement is authorized to do so and is empowered to enter into this Agreement by hCentive's board of directors (or similar governing body); and (iii) nothing contained in this Agreement or the performance of this Agreement will cause hCentive to breach any other contract or obligation to which it is a party or by which it is bound and will not violate any Law or other legal requirement by which hCentive or any of its assets is bound.

(b) That (i) hCentive will not knowingly de-install or disable any Deliverable by means of any Disabling Device or self-help (electronic); (ii) no Deliverable will knowingly include any Disabling Device; and (iii) hCentive uses industry standard measures to prevent Disabling Devices from being introduced into Software. hCentive will defend Optum and Customer against any claim, and indemnify Optum and Customer against any loss or expense arising out of any breach of this warranty.

(c) During the Warranty Period and the Post-Warranty Support Term under the Prime Contract, if any, all Deliverables delivered to Optum and Customer by hCentive will be interoperable with all other Software delivered by hCentive under this Agreement and the Software License Agreement.

(d) Documentation relating to Software Deliverables shall be of sufficient detail so as to allow suitably skilled, trained and educated Optum and Customer Personnel to understand, use, operate, access, take advantage of, support, maintain and modify each Deliverable.

(e)   hCentive shall ensure that each of the hCentive Personnel providing Services under this Agreement, regardless of whether the individual is an employee, independent contractor, employee of a Subcontractor or individual consultant of hCentive, has executed a written agreement granting to hCentive sufficient rights to permit hCentive's ownership of the Customer Owned Deliverables containing terms at least as protective as those set forth in Exhibit G to the Prime Contract.

(f)   hCentive has obtained all necessary government authority or other third party permissions, clearances, licenses and consents for hCentive to perform its obligations under this Agreement, copies of which shall be provided to Optum and Customer upon execution of this Agreement and otherwise upon Optum's and Customer's request.

(g)   The Services will be performed: (i) by appropriately qualified and trained Personnel in a professional and workmanlike manner and (ii) with due care and diligence and to an appropriate standard of quality as is customary in the information technology industry with respect to complex information technology systems. hCentive and its Subcontractors are sufficiently qualified, staffed and equipped to fulfill hCentive's obligations under this Agreement.

(h)   Throughout the Term, the Services will be performed, and all Deliverables will be developed and provided hereunder, in compliance with all applicable federal, state and local Laws that may be applicable to hCentive's duties under this Agreement, and hCentive is and will remain in compliance with any Laws of the Commonwealth and other governmental authorities applicable or implicated by the subject matter of this Agreement, including, without limitation, the statutes referenced in this Agreement. hCentive is, and will remain during the Term, in compliance with all Laws of the Commonwealth relating to taxes, wage reporting and the withholding and remitting of child support.

(i)   hCentive has obtained or will obtain, prior to delivery to Optum and Customer, sufficient rights in the Deliverables to grant to Optum and Customer the rights, licenses and assignments granted under this Agreement, without infringement, violation or misappropriation of third party intellectual property or other proprietary rights, and hCentive is not aware of any asserted or unasserted third party claims challenging or affecting any right granted hereunder.

(j)   The Services and/or the Deliverables provided under this Agreement do not and shall not infringe, misappropriate or violate any intellectual property rights of any third party. There are no actual or threatened actions arising from, or alleged under any intellectual property rights of any third party with respect to the Deliverables.

(k)   Neither hCentive, nor any of its affiliates or subcontractors, nor any of their officers or directors has been debarred, suspended, excluded or otherwise made ineligible to receive awards or contracts with any federal or state agency. hCentive shall promptly notify Optum in writing if it, or any of its affiliates or subcontractors (with regard to subcontractors when notice is received from such subcontractors), or any of their officers, directors or employees is debarred (or suspended, excluded or otherwise made ineligible) to receive awards as set forth in this Section 2.1(k).

(l)   As required by 45 C.F.R. Part 93.100, no funds received under this Agreement have been or will be used to pay any person or influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant loan or cooperative agreement. Pursuant to 45 C.F.R. Parts 93.110(d)(2), hCentive agrees to file a certification and disclosure form, if required, as provided in Appendix B to 45 C.F.R. Part 93 – Disclosure Form to Report Lobbying.

(m)   hCentive shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation. hCentive agrees to comply with all applicable state and federal statutes, rules and regulations prohibiting discrimination in employment, including, but not limited to: Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; and M.G.L. c.151B.

(n)   Except to the extent otherwise expressly provided in Section 2.1(q) and Section 2.1(r), the Deliverables created or provided by hCentive in connection with this Agreement will conform to the requirements of the applicable Statement of Work, this Agreement, the Prime Contract and all other requirements agreed to by the Parties, and hCentive will meet the applicable schedules set forth in a Statement of Work or other time schedules required by the Prime Contract, Statement of Work or otherwise agreed to by the Parties and will immediately inform Optum of any delays.

(o)   All hCentive Personnel (whether employed by hCentive or an agent or contractor to hCentive) assigned to perform Services under this Agreement may be subject to a tax and child support check by Customer and a criminal background check for the Commonwealth as directed by Customer. When required by Customer, hCentive must conduct, at its own expense, checks of the criminal records of hCentive Personnel (whether employed by hCentive or an agent or contractor to hCentive) assigned to perform Services under this Agreement in accordance with Customer's Policies and applicable Law. hCentive understands that Customer may prohibit any hCentive Personnel found to have a criminal record from performing Services hereunder. If hCentive breaches this warranty after Optum provides notice to hCentive, Optum may terminate this Agreement on written notice to hCentive for breach by hCentive.

(p)   The following VPATs for hCentive Software were complete, accurate and current on the date that they were submitted to Customer and hCentive will revise them as needed to ensure that they remain so: (i) hCentive WebInsure State 3.1.20 VPAT; (ii) hCentive WebInsure State 2.1 VPAT; and (iii) hCentive WebInsure State 3.2.0 VPAT.

(q)   On or before the Subcontract Accessibility Date, for each Release and all related Software Deliverables that are or include End User Software, such Release and all related Software Deliverables will comply with the Enterprise Accessibility Standards and interoperate with the environments on the AT/IT List, as each exists on the Effective Date, and as further described in Article 17 of Part II of Exhibit A.

(r)   On or before the Subcontract Accessibility Date, for each Release and all related Software Deliverables that are or include End User Software, all Documentation associated with such Release and all related Software Deliverables will be accessible in accordance with the Enterprise Accessibility Standards, as they exist on the Effective Date, and as further described in Article 17 of Part II of Exhibit A, and as otherwise required by Customer.

4

(s)   hCentive has completed the I-9 Process for all hCentive employees hired for employment in the United States who are performing Services in the United States and that all such hCentive employees are authorized to work for hCentive in the United States.

3.   HUMAN RESOURCES; STAFFING

3.1.   Staffing.

(a)   To allow hCentive to be able to manage its performance of Services most effectively, hCentive reserves the right to determine which of its qualified Personnel will be assigned to perform Services and to replace or reassign hCentive Personnel during the Term; provided that hCentive shall not reassign any Key Personnel except upon their (a) voluntary departure from hCentive's employ or other departure outside of hCentive's reasonable control, including, without limitation, death, military service and long-term illness; provided that, where feasible, hCentive will provide Optum with at least ten (10) calendar days prior written notice of such departure or (b) termination by hCentive for any reason; provided that, where feasible, hCentive will provide Optum with at least ten (10) calendar days prior written notice of such termination. Optum and, if Customer requests, Customer, shall have a right to interview and approve in writing any replacements for such Key Personnel (in each case, such approval shall not be unreasonably withheld, conditioned or delayed). hCentive Key Personnel for each Statement of Work shall be set forth in each Statement of Work.

(b)   Optum may require, and, in certain instances, as a result of Customer's request, hCentive, to the extent permitted by law, to replace hCentive Personnel who do not adhere to the requirements set forth or identified in this Agreement, who otherwise engage in unprofessional conduct in the performance of the Services or whom Optum, or Customer, believes, in good faith, are not capable of performing to the standard required by this Agreement. Optum shall make a request for replacement of hCentive Personnel in writing, stating the specific reasons for such request. hCentive shall have a reasonable period of time from the date of receipt of such request to investigate the basis for the request and attempt to resolve the situation to the reasonable satisfaction of Optum, or Customer, if Customer has made the request for removal, during which period, at Optum's sole discretion or Customer's, depending on which Party raised the concern, the hCentive Personnel whose performance or conduct is at issue shall not participate in the Project but only so long as such hCentive Personnel is not determined by the agreement of Optum and Customer to be essential to the Project. If the Parties determine that Optum's or Customer's issues with such hCentive Personnel cannot be resolved to Optum's or Customer's reasonable satisfaction, hCentive shall remove such hCentive Personnel; provided, however, if the hCentive Personnel being replaced is essential to the Project, then hCentive shall remove and replace such hCentive Personnel as promptly as possible, but in no event later than twenty (20) business days from such determination.

(c)   If new hCentive Personnel are designated or existing hCentive Personnel are replaced pursuant to the terms of this Article 3, hCentive shall smoothly transition such new or replacement hCentive Personnel into the Project at no cost to Optum, including, without limitation, providing such hCentive Personnel with the appropriate training to eliminate any delays in connection with the implementation of the Project. Notwithstanding the foregoing, hCentive acknowledges and agrees that maintaining the consistency of its Core Project Team, which shall be set forth in each Statement of Work along with the Key Personnel, and Key Personnel is essential to meeting the timelines set forth in the Statement of Work Schedule, and that hCentive will utilize all commercially reasonable efforts, except as otherwise expressly

permitted by Optum in writing, to limit its turnover rate of its Core Project Team and Key Personnel during the Term of each Statement of Work to which the Key Personnel and Core Project Team is assigned (in combination, and without limiting the obligations with respect to Key Personnel in Section 3.1(a) above) to ten percent (10%) during the Term of each Statement of Work.

(d)   Subject to this Article 3, hCentive shall provide a committed, skilled and stable staff. hCentive Personnel shall at all times while on Customer premises wear badges or carry identification cards, as indicated by Customer, that identify them as Personnel of hCentive. hCentive shall be permitted to perform Services from its offices in Reston, Virginia and Noida, India. hCentive may also perform services at a location other than Customer's facilities, or hCentive's location identified above, upon receipt of written approval from Optum (in each case, such approval shall be provided following receipt of such approval from Customer). Work performed at the Noida, India location is limited to design and testing with de-identified information by hCentive employees. hCentive must obtain the prior written permission of Optum before utilizing Personnel other than employees of hCentive to perform Services offshore and, after permission is granted, the names and titles of such Personnel must be set forth in an amendment to this Agreement.

3.2.   Customer Workplace Policies. Each hCentive Personnel, prior to performing Services under this Agreement, shall read, execute and comply with all of the provisions of the Personnel Confidentiality Agreement that is provided as Exhibit D hereto and any other forms required by Customer. hCentive employees or other hCentive Personnel who decline to undergo necessary background checks, tax and child support checks or any other checks required by Customer or to execute forms required by Customer shall not be assigned to the engagement. Except as agreed to by Optum, hCentive shall provide copies of each of the required executed documents to Optum before such employees or Personnel are allowed to perform any Services or provide any Deliverables hereunder. hCentive must maintain all executed and required agreements and forms with the records relating to this Agreement, and Customer and Optum must be allowed to review or photocopy them at their request. hCentive shall be responsible and held liable for any breach of the provisions of Article 6 (Confidentiality and Security) of this Agreement by any of its Personnel, including employees, independent contractors, contract employees and subcontractors.

3.3.   Subcontractors. hCentive may not subcontract or delegate the performance of any of the Services under this Agreement to any company or independent contractor without the prior written express permission of Optum. Staff augmentation contractors engaged by hCentive shall not require prior written consent of Optum. hCentive shall remain responsible for all acts and omissions of hCentive's Affiliates, subcontractors and staff augmentation contractors. hCentive and Optum agree, that if hCentive subcontracts any services after receiving permission from Optum, that hCentive will be the first tier subcontractor for each subcontract and will remain responsible for all performance hereunder. No agreements with subcontractors shall discharge hCentive from its obligations or liabilities to Optum under this Agreement.

4.   PROJECT MANAGEMENT

4.1.   Conduct of hCentive Personnel. All Services by hCentive will be performed at locations approved in advance in writing by Optum. As of the Effective Date of this Agreement, hCentive's offices in Reston, Virginia and Noida, India are approved locations, subject to the limitations set forth in Section 3.1(d). Subject to the provisions of Section 12.5 herein, hCentive

will be required to ensure that its Personnel performing Services under this Agreement follow reasonable work rules and comply with the schedules and work plans established by Customer and/or Optum. hCentive agrees that it is responsible and will be held liable for ensuring that all of its Personnel performing Services under this Agreement, including contract employees, comply with all the terms and requirements of this Agreement.

4.2. **Customer; Prime Contract**. hCentive will not interfere with or impede the contractual relationship between Customer and Optum or suggest or cause Customer to modify, cancel or fail to renew or extend the Prime Contract with Optum.

4.3. **Lower-tiered Subcontractors**. hCentive shall not engage lower-tiered subcontractors to perform any of the Services set forth in the Statement of Work without the prior written consent of Optum and Customer. For purposes of this Agreement, staff augmentation contractors engaged by hCentive shall not be deemed lower-tier subcontractors requiring prior written consent of Optum or Customer.

5. **FEES AND TAXES**

5.1. **Payments**. Optum will pay hCentive on a Time and Materials ("T&M") or Fixed Price ("FP") basis, as set forth in the applicable Statement of Work or as otherwise mutually agreed to in writing by the Parties. Prior to assignment to Customer, payments will be made by wire transfer in immediately available funds to hCentive's designated bank account. After assignment to Customer, payment will be made in accordance with Sections 2 and 3 of the Commonwealth Terms and Conditions.

5.2. **FP Payments**. Payments will be made in accordance with a payment schedule set forth in each Statement of Work issued on a FP basis, which shall include payments based upon: (i) the Acceptance of Deliverables ("Deliverable Payments") and/or (ii) the achievement of Milestones ("Milestone Payments"). The total of all Deliverable Payments and Milestone Payments paid and payable to hCentive at any time under a given Statement of Work issued on a FP basis shall not exceed the total FP for such Statement of Work. The FP for each Statement of Work issued on a FP basis shall be increased by all additional fees included in approved Change Orders mutually agreed upon in writing for such Statement of Work.

5.3. **T&M Payments**. For work done on a T&M basis, the following provisions shall apply.

(a) hCentive shall be paid upon Optum's review and approval of an invoice from hCentive that (i) includes only Services that are consistent with the Statement of Work, (ii) accurately sets forth the number of hours of Services performed by appropriately qualified Personnel, (iii) represents a reasonable amount of hours for such scope and timing for such Services, and (iv) has received the approval of Customer. The total of all payments paid and payable to hCentive at any time under a given Statement of Work issued on a T&M basis shall not exceed the total T&M price for such Statement of Work. The T&M price for each Statement of Work issued on a T&M basis shall be increased by all additional fees included in approved Change Orders mutually agreed upon in writing for that Statement of Work.

(b) Exhibit I sets forth the mutually agreed upon hourly rates (the "Hourly Rates") that will apply to all work done on a T&M basis and the provision of Transition Services (as defined below). The Hourly Rates shall be valid and shall not be increased throughout the first three (3) years of the Term; provided, however, that in each subsequent year, such rates may be

increased based on hCentive's good-faith judgment sufficient to equitably compensate hCentive, but shall increase no more than three percent (3%) annually.

(c)   hCentive must provide a staffing plan with every T&M Task Order ("Staffing Plan"). The Staffing Plan must include the number of FTEs each week for each labor category and Personnel role for the duration of each Statement of Work. Project Managers must review the Staffing Plan each week and agree to any FTE increases or decreases as well as any overtime expected for staff in non-exempt labor categories.

(d)   For May to September 2014 ("Past Service Months"), hCentive will reflect in each invoice the total amount of time a person worked on a specific Statement of Work for the month. For October 2014 and through the remainder of the Term ("Future Service Months"), hCentive will reflect in each invoice the amount of time a person worked on a specific Statement of Work for the day.

(e)   Materials and Other Costs on Invoices

(i)   Per diems for meals, incidental expenses, and lodging for the [02108 zip code] as defined by the General Services Administration will be used (http://www.gsa.gov/portal/category/100120).

(ii)   Partial per diems, not full per diems, will be used for travel days.

(iii)   hCentive will provide a monthly summary of materials expenses per person by expense category. Expense categories will include airfare, lodging/hotel/apartment, lodging tax, travel day per diem, non-travel day per diem, parking/tolls, personal car mileage, taxi/shuttle, car-rental, gas-rental cars, and other travel expenses.

(f)   For expenses both for T&M & other costs, and both before and after invoices are paid, Optum can ask hCentive, and hCentive must provide to Optum, detail to substantiate hours and expenses. Should a discrepancy be found with an invoice after it has been paid and that problem has resulted in the Optum overpaying, Optum will recoup the overage by reducing a subsequent invoice by the overage amount. Optum will charge hCentive the cost of an audit if at any time it is determined through Optum's review of invoice detail that Optum has been overcharged 5% or more on any given invoice.

(g)   hCentive has provided the Hourly Rates applicable to T&M Services. hCentive shall invoice and Optum shall pay for Excess Hours worked by hCentive Personnel performing Services under T&M Statements of Work as follows: (a) for Personnel that are exempt from the overtime pay provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et. seq.*) (each an "Exempt Employee"), Optum shall pay Excess Hours at the Hourly Rates; and (b) for Personnel that are subject to the overtime pay provisions of the Fair Labor Standards Act (each a "Non-Exempt Employee"), Optum shall pay Excess Hours at one hundred fifty percent (150%) of the Hourly Rates.

5.4.   Expenses. Expenses for travel, living or any other out-of-pocket expenses incurred by hCentive or hCentive Personnel in connection with the performance of the Services or otherwise in connection with this Agreement (a) for Statements of Work issued on a T&M basis, will be invoiced separately as materials in accordance with the details set forth in Section 5.3 and if authorized by Optum and Customer in writing or in the applicable Statement of Work, and (b)

for Statements of Work issued on a FP basis, will not be separately invoiced to Optum, however, the expenses may be built into the FP. All expenses (whether included as part of the FP or invoiced as materials) must be reasonable and appropriate to the performance of work hereunder and approved in advance by Optum.

5.5. **Holdback**. If applicable, Optum may withhold the Holdback Amount as set forth in a Statement of Work. Where applicable, the Holdback Amount shall be withheld by Optum whether or not hCentive's performance under the applicable Statement of Work is timely, and whether or not a Deliverable or Critical Milestone on which the Deliverable Payment or Critical Milestone Payment is based has met the Requirements or been Accepted. The Statement of Work will set forth a schedule for release of the Holdback Amount to hCentive upon the occurrence of certain events. If the events are not met in order for the Holdback Amount to be released on the dates set forth in the Task Order, then Optum may permanently retain such portion of the Holdback Amount, unless otherwise set forth in the applicable Task Order.

5.6. **Compensation of hCentive Personnel and Subcontractors**. hCentive shall be solely responsible for payment of compensation, including, but not limited to, wages, benefits, overtime pay and other amounts due to its Personnel, including Subcontractors, as a result of performing the Services. The fact that the fees paid by Optum do not provide for overtime pay does not relieve hCentive of its responsibility to pay any overtime required by law.

5.7. **Taxes**. Customer is the end-user and beneficiary of the Services and Deliverables, and Customer is not subject to taxation. hCentive represents that no taxes will be included in the fees under this Agreement. The Parties agree to cooperate with each other to ensure that all available tax exemptions applicable to the Services and Deliverables are claimed by the Parties.

5.8. **Right to Offset and Dispute**. Notwithstanding anything herein to the contrary, Optum and Customer reserve the right of offset against payment due hCentive for any and all claims against hCentive arising from this Agreement or the Prime Contract. Optum and Customer shall pay the undisputed amount of each invoice when due but may withhold invoiced amounts that Optum or Customer disputes in good faith, pending resolution of such dispute. In the event that damages are awarded to Optum or Customer with respect to the same dispute to which either an amount offset by Optum or Customer or a withheld payment relates, the amount of such offset or withheld payment shall be deducted from the amount of such damages.

6. CONFIDENTIALITY AND SECURITY

6.1. **Limits on Use**. Confidential Information will remain the property of the furnishing Party (or its owner, if the furnishing Party provided information that must be treated as confidential in accordance with obligations owed by the furnishing Party to a third party), and the receiving Party will not be deemed by virtue of this Agreement or access to such Confidential Information to have acquired any right, title or interest in the Confidential Information other than the rights granted pursuant to this Article 6. Confidential Information of the other Party may be used by the receiving Party and its Personnel only in connection with performing its obligations and exercising its rights under this Agreement and may not be disclosed to any third party except for the purposes of this Agreement, including the Project; in the case of Customer Data, hCentive's access to, use of or disclosure of Customer Data shall, in all cases (including any use described in this Article 6), conform to the provisions of the Data Management and Confidentiality Agreement. Notwithstanding any provision of this Agreement, Optum may disclose hCentive Confidential Information to Customer and the Commonwealth in performance of the Prime

Contract and the Project. Each Party will protect the confidentiality of Confidential Information received from the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information, but in no event with less than reasonable care, which efforts shall include, without limitation, entering into appropriate confidentiality agreements with Personnel, including consultants and Subcontractors prior to disclosure of any Confidential Information that provide that such Personnel, including consultants and Subcontractors maintain the confidentiality of the Confidential Information. Access to Confidential Information will be restricted to those Personnel, including consultants and Subcontractors engaged in a use permitted under this Agreement who have a need to know such information in connection with this Agreement, the Project or the Massachusetts New HIX/IES Program (including, without limitation, with respect to independent contractors, consultants and subcontractors working on a Party's behalf in connection with this Agreement, the Prime Contract or the Project or the Massachusetts New HIX/IES Program under written obligations of confidentiality at least as stringent as those set forth herein). Confidential Information may not be copied or reproduced without the furnishing Party's prior written consent, except as necessary for use in connection with this Agreement, the Prime Contract or the Project. Notwithstanding anything to the contrary in the foregoing but subject to the terms of this Article 6, the receiving Party, subject to its confidentiality obligations under this Agreement, may: (a) retain copies of Confidential Information that it is required to retain by Law, (b) retain copies of its work product that contain Confidential Information for archival purposes or to defend its work product and (c) in accordance with legal, disaster recovery and records retention requirements, store such copies and derivative works in archival format (e.g., backup tapes), which may not be returned or destroyed upon request of the furnishing Party.

Notwithstanding the foregoing, Customer's obligation to maintain hCentive's Confidential Information is subject and subordinate to Mass. Gen. Laws c. 4 § 7 cl. 26 and c. 66 § 10. The receiving Party agrees to promptly notify the furnishing Party of any unauthorized access, use or disclosure of the furnishing Party's Confidential Information and to cooperate with and assist the furnishing Party in every reasonable way to stop or minimize such unauthorized use, access or disclosure. Further, hCentive agrees to promptly notify Optum and Customer if it learns of a breach of hCentive's security under M.G.L. c. 93H, which is the unauthorized acquisition or use of unencrypted Customer Data that includes personal information that creates a substantial risk of identity theft or fraud. In addition to any rights Optum or Customer may have under the indemnification provisions of this Agreement, hCentive shall indemnify Customer for all costs incurred in providing any notices required by M.G.L. c. 93H in connection with such breach of security and other remediation measures provided to affected individuals.

6.2. **Return of Confidential Information**. All Optum Confidential Information, including Confidential Information of Customer, made available under this Agreement to hCentive, including copies thereof, will be returned or destroyed by hCentive upon the first to occur of: (a) the termination or expiration of this Agreement; or (b) a request by Optum or Customer; provided that subject to the terms of this Section 6.2, hCentive may retain copies of such Confidential Information required for compliance with its recordkeeping or internal quality assurance requirements, so long as such Confidential Information continues to be protected in accordance with the provisions of this Article 6.

6.3. **Other Information**. Nothing in this Agreement will prohibit or limit hCentive's or Optum's use of information that is, as evidenced by written documentation of hCentive or Optum's, as the case may be (a) previously known to it without obligation of confidence; (b)

independently developed by it or for it without reference to or reliance on the Confidential Information of the applicable furnishing Party hereto; (c) acquired by the receiving Party from a third party that is not under an obligation of confidence to either the furnishing Party or owner of such Confidential Information; or (d) publicly known through no breach of this Agreement.

6.4. **Disclosure of Other Party's Confidential Information**. In the event the receiving Party receives a subpoena, validly issued administrative or judicial process or public records request requesting that Confidential Information of the furnishing Party be disclosed, it will promptly notify the applicable furnishing Party of such receipt. The Party receiving such request will thereafter be entitled to comply with such subpoena or other process or request, only to the extent required by Law; provided that the Confidential Information so disclosed shall continue to be Confidential Information as between the applicable Parties hereto. The receiving Party shall immediately notify the furnishing Party's senior officers both orally and in writing if any information in the receiving Party's possession is improperly used, copied or removed by anyone except an authorized representative of the furnishing Party, or is requested by any federal or state agency or instrumentality other than Customer.

6.5. **Equitable Relief**. hCentive and Optum agree that disclosure of hCentive's or Optum's Confidential Information by a receiving Party, other than as permitted by this Article 6, will cause irreparable damage to hCentive or Optum, as the case may be, and therefore, in addition to all other remedies available at law or in equity, hCentive or Optum shall have the right to seek equitable and injunctive relief, and to recover the amount of damages (including reasonable attorneys' fees and expenses) incurred in connection with such unauthorized use. hCentive and Optum shall be liable under this Agreement for any use or disclosure in violation of this Article 6 by such Party, its subcontractors, or its or their respective Personnel, attorneys, accountants or other advisors.

6.6. **Treatment of Health Information**. hCentive's performance of the Services requires the disclosure of protected health information. hCentive will enter into and comply with the Data Management and Confidentiality Agreement.

6.7. **Privacy Policies**. hCentive also agrees it will comply with Customer's published privacy policies that are provided to hCentive in writing. In addition, hCentive agrees to be bound by and comply with other federal and state statutes that may be applicable to information and data provided to hCentive by Optum or Customer.

6.8. **Removal of Optum and Customer Data and Information**. hCentive shall not physically remove any hardcopy data of Optum's or Customer's from the premises of Optum or Customer without the prior approval of Optum or Customer, as applicable (in each case, such approval shall not be unreasonably withheld, conditioned or delayed); provided, however, that hCentive employees working on the premises of the Customer may maintain work product (so long as it does not contain Protected Information) on encrypted laptops that physically remain in the U.S., as necessary to perform the Services.

6.9. **Confidentiality Compliance**. If Customer or Optum believes that one of hCentive's Personnel performing Services under this Agreement has violated any provision of the Data Management and Confidentiality Agreement, Optum will notify hCentive, and may require that such hCentive Personnel immediately cease performing Services under the Agreement. Upon 24-hour notice to hCentive, Customer shall have the right to visit any of hCentive's offices

where Services are being performed for the purpose of verifying and ensuring the confidentiality of the Confidential Information.

6.10. **Compliance with Security Requirements**. hCentive shall comply and shall cause all of its Personnel performing Services under this Agreement to comply with all security requirements set forth in this Agreement, the Commonwealth Terms and Conditions, and Commonwealth of Massachusetts Executive Order 504. hCentive shall complete and sign the Executive Order 504 Contractor Certification Form set forth on Exhibit K.

7. **TERM AND TERMINATION**

7.1. **Term**. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the longer of twelve (12) months following the date of execution of this Agreement or the expiration of the last to expire Statement of Work (the "Term") unless terminated earlier in accordance with the provisions of this Article 7 or extended by the mutual agreement of the Parties.

7.2. **Termination of this Agreement or any Statement of Work by Optum for Optum's Convenience**.

(a)   At no additional cost to Optum, Optum may terminate this Agreement for its convenience, in whole or in part, at any time, upon written notice from Optum if Customer: (i) disapproves the selection of hCentive; (ii) disqualifies hCentive for any reason; (iii) issues a full or partial termination to Optum related to the services performed hereunder; or (iv) directs Optum to terminate this Agreement. Such termination shall be effective upon delivery to hCentive of a notice of termination specifying the extent of the termination and the Effective Date thereof. In the event of such termination, Optum shall pay hCentive for the costs and expenses incurred prior to the date of such termination, in accordance with Section 7.2(c), if and to the extent Optum has been reimbursed by Customer for such fees and expenses.

(b)   At no additional cost to Optum, Optum may terminate any Statement of Work for its convenience, in whole or in part, at any time. Such termination may be directed by Optum without a similar termination, in whole or in part, at the Prime Contract level. In the event of such termination, Optum shall pay hCentive for the costs and expenses incurred prior to the date of such termination, in accordance with Section 7.2(c). In addition, if set forth expressly in a Statement of Work, Optum shall pay hCentive for reasonable and substantiated wind-down costs.

(c)   Optum shall pay all fees and other costs in accordance with this Agreement for the following, as applicable:

(i)   T&M Services satisfactorily performed prior to the effective date of termination;

(ii)   All Deliverables Accepted by Customer and Optum prior to the effective date of termination;

(iii)   All Deliverables Accepted after the effective date of termination in accordance with Section 7.2(d);

(iv)   All Work in Progress in accordance with Section 7.2(e);

(v)   Transition Services, if any;

(vi)   Holdback Amount, less any reductions properly taken in accordance with the provisions of this Agreement (including under a Statement of Work) for all Deliverables previously Accepted (or Accepted pursuant to Section 7.2(d)); and

(vii)   All non-cancelable expenses paid by Optum if not previously reimbursed.

(d)   Optum will pay all amounts attributable to all Deliverables delivered to Optum and Customer prior to the effective date of termination in a timely manner provided that such Deliverables meet the applicable Acceptance Criteria, and such Deliverables will be deemed Accepted. Any Deliverables not Accepted pursuant to this Section 7.2(d) will be treated as Work in Progress and shall be subject to the provision of Section 7.2(c) below.

(e)   Works in Progress

(i)   hCentive shall deliver Work in Progress (if not previously delivered to Optum and Customer) in the form and in the time frame requested by Optum.

(ii)   If this Agreement or any Statement of Work is terminated for any reason other than pursuant to Section 7.3, then hCentive shall deliver to Optum all Work in Progress under this Agreement if the termination is in whole, or under the Statement of Work, if the termination is in part, and Optum shall pay for all such Work in Progress, as well as Work in Progress that was previously delivered to Optum and Customer.

(iii)   If this Agreement or any Statement of Work is terminated pursuant to Section 7.3, then Optum shall pay only for Work in Progress that Customer elects to retain or elects to be delivered ("Selected Work in Progress"). hCentive shall deliver such Selected Work in Progress (if not previously delivered) in the form and in the time frame requested by Optum. For all Work in Progress that Customer elects not to retain or be delivered pursuant to this section, Customer and Optum shall assign back to hCentive ownership of all rights, title and interest in and to such Work in Progress, and Optum and Customer agree to return to hCenive any such Work in Progress.

(iv)   Amounts payable by Optum for all Work in Progress in accordance with Section 7.2(e)(ii) shall be calculated based on the reasonable value of the Work in Progress (taking into account the amount of hours worked and the percentage complete); provided, however, that such amount shall not exceed the amount allocated in the applicable Statement of Work for the Deliverable comprised of such Work in Progress.

(v)   In the event of a termination directed by Customer, amounts payable by Optum for all Work in Progress shall be calculated based on the value of the Work in Progress determined by Customer. In all other cases of termination, amounts payable by Optum for all Work in Progress in accordance with Section 7.2 shall be calculated based on the value of the

Work in Progress (taking into account the amount of hours worked and the percentage complete); provided, however, that such amount shall not exceed the amount allocated in the applicable Statement of Work for the Deliverable comprised of such Work in Progress.

7.3. **Termination of this Agreement or any Statement of Work by Optum for hCentive's Breach**. Optum may terminate this Agreement or any Statement of Work upon written notice to hCentive in the event hCentive breaches in any material respect any term of this Agreement, including any Statement of Work, and fails to cure that breach within thirty (30) days after receipt of written notice of the breach from Optum. Optum may also immediately terminate this Agreement pursuant to this Section 7.3 without the right to cure if hCentive materially breaches the Security and Data Integrity Requirements or the Data Management and Confidentiality Agreement, or if (i) hCentive has a receiver appointed for it or its Property; (ii) hCentive makes an assignment for the benefit of creditors; (iii) any proceedings are commenced by, for or against hCentive under any bankruptcy, insolvency or debtor's relief law; or (iv) hCentive is liquidated or dissolved.

7.4. **Transition Services**. Upon any termination of a Statement of Work or this Agreement, hCentive will provide any transition assistance ("Transition Services") that may be reasonably requested by Optum. In the event the Prime Contract is terminated by Customer, hCentive will cooperate with Customer and any new service provider and otherwise promptly take all steps required to assist Optum and Customer in effecting a complete transition. hCentive will provide all information regarding the Services or as otherwise needed for the transition, including extension of software licenses, if any, data conversion, interface specifications and related professional services. hCentive's obligation to provide the Services will not cease until a transition satisfactory to Optum and Customer, including the performance by hCentive of all obligations of hCentive provided in this Article 7 have been completed. All Transition Services requested by Optum shall be performed by hCentive in accordance with the Hourly Rates in effect at the time of Transition Services.

7.5. **Survival**. The provisions of Articles 2, 6, 9 and 11 and Sections 1.2, 5.5, 8.1, 8.2, 12.1, 12.3, 12.5, 12.7, 12.11, 12.14 and 12.15 of this Agreement and those Articles and Sections of Exhibit A expressly identified thereunder as surviving termination or expiration of this Agreement will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement to hCentive.

8. **INDEMNITY**

8.1. **Defense and Indemnification**.

(a) In addition to and without limiting hCentive's obligations under Section 11 of the Commonwealth Terms and Conditions, hCentive shall (at hCentive's expense) fully defend, indemnify and hold Optum, Customer and their respective Personnel and affiliates harmless from all losses, liabilities, damages, judgments, settlement amounts, costs and expenses (including attorneys' fees), in each case resulting from, arising out of or relating to any claim by a third party (which includes Customer): (i) that the Services or any Deliverables (and any component of any of the foregoing), hCentive Property or any Third Party Software (or any component of any of the foregoing) infringes, violates or misappropriates any intellectual property of a third party; (ii) based upon any theft or other misappropriation of Customer Assets, Client Owned Deliverables or Customer funds by hCentive or hCentive Personnel in the performance of this

Agreement; or (iii) for any personal injury or property damage that arise out of or in connection with hCentive's performance of this Agreement, including, but not limited to, negligence, reckless or intentional conduct of hCentive and its Personnel.

(b)   Optum shall (at Optum's expense) fully defend, indemnify and hold hCentive, and its affiliates harmless from all losses, liabilities, damages, judgments, settlement amounts, costs and expenses (including reasonable attorneys' fees), resulting from, arising out of or relating to any claim by a third party that materials that are both (i) solely developed by Optum or its employees <u>and</u> (ii) provided to hCentive and its Personnel in the performance of this Agreement, infringes, violates or misappropriates any intellectual property of a third party. Optum's obligations under this paragraph will not apply to the extent the alleged infringement, misappropriation or other violation of any such third party rights are as a result of (A) modifications made by or on behalf of hCentive, (B) the combination, operation or use of the item with other items Optum did not recommend, supply or agree to in writing; (C) the failure of hCentive to use any new or corrected versions of the applicable materials made available by Optum to hCentive; or (D) Optum's adherence to specifications or instructions provided by hCentive in writing; provided that such infringement, misappropriation or violation would not have occurred absent (A), (B), (C) and/or (D). Optum's obligation to indemnify hCentive under this paragraph does not extend to any third party software that Optum did not provide.

(c)   hCentive shall (at hCentive's expense) fully defend, indemnify and hold Optum and its Affiliates and their respective Personnel harmless from all losses, liabilities, damages, judgments, settlement amounts, costs and expenses (including attorneys' fees), in each case resulting from, arising out of or relating to any claim by a third party (other than a claim for direct damages by Customer for contract breach) which arises out of or in connection with the performance by hCentive or its Personnel of this Agreement, including but not limited to the negligence, reckless or intentional conduct of hCentive or its Personnel.

(d)   Further, hCentive shall (at hCentive's expense) fully defend, indemnify and hold Optum and its Affiliates and their respective Personnel harmless from all losses, liabilities, damages, judgments, settlement amounts, costs and expenses (including attorneys' fees), in each case resulting from, arising out of or relating to any claim by a third party against Customer for which Customer seeks indemnification against Optum, which arises out of or in connection with the performance by hCentive or its Personnel of this Agreement, including but not limited to the negligence, reckless or intentional conduct of hCentive or its Personnel.

(e)   In addition to and without limiting hCentive's obligations under Section 11 of the Commonwealth Terms and Conditions, hCentive shall (at hCentive's expense) fully defend, indemnify and hold Optum, its affiliates and their respective Personnel harmless from all claims by Customer for "Other Damages" (as defined in the Commonwealth Standard Contract Form, as well as Section 10 below) which arise out of or in connection with hCentive's performance hereunder, including but not limited to the negligence, reckless or intentional conduct of hCentive or hCentive's Personnel.

(f)   hCentive's obligations under this Article 8 regarding infringement claims will not apply to the extent the alleged infringement, misappropriation or other violation of any such third party rights are as a result of (a) modifications made by or on behalf of Customer (except those directed by hCentive or its Personnel); (b) the failure of Customer to use any new or corrected versions of the item made available and implemented by hCentive, at no cost to Customer and without material disruption to Customer's operations or loss of functionality; or (c) hCentive's

adherence to specifications or instructions provided by Customer in writing; provided that such infringement, misappropriation or violation would not have occurred absent (a), (b) and/or (c). hCentive's obligation to indemnify Optum or Customer under this Article 8 does not extend to any third party Software that hCentive did not provide as part of the Services or Deliverables.

8.2.   Remedies.

(a)   In addition to and without limiting hCentive's obligations under this Agreement or Section 11 of the Commonwealth Terms and Conditions, if any Services or any Deliverables are held to constitute an infringement, violation or misappropriation, or, if in Optum's or Customer's opinion, such Services or Deliverables are, or are likely to be the subject of any such claim of infringement, violation or misappropriation, hCentive will at its expense and option: (i) procure the right for Optum and Customer to continue using such Services or Deliverables; (ii) replace such Services or Deliverables with a non-infringing and non-misappropriating equivalent that maintains the required functionality and meets all relevant requirements for such Service or Deliverable as set forth in the Statement of Work or (iii) modify such Services or Deliverables to make them non-infringing and non-misappropriating while maintaining the required functionality and meeting all relevant requirements for such Service or Deliverable as set forth in the Statement of Work. If hCentive cannot remedy the situation within a reasonable period of time, then at Optum's election and request, hCentive shall reimburse Optum for the greater of: (i) the residual value of the fees paid for the Services and Deliverables depreciated using a straight line method of depreciation over a seven (7) year period from the date such Services and Deliverables were performed or delivered under the Prime Contract or (ii) the amount of fees that Customer requires that Optum reimburse Customer under the Prime Contract. Notwithstanding any such reimbursement, replacement or modification, hCentive's obligations to defend and indemnify Optum and Customer shall not be diminished or eliminated. Notwithstanding any other provision set forth in this Agreement including any Statement of Work, as a condition to each indemnity obligation owed by hCentive under this Agreement, Optum shall cooperate in all reasonable respects with hCentive in connection with any such claim. Subject to the written approval of the Attorney General of the Commonwealth, hCentive shall be entitled to control the handling of any such claim and to defend any such claim with counsel of its own choosing. Optum and Customer, if applicable, may reasonably participate at their own expense, through their attorneys, in such defense, provided that such participation does not interfere with hCentive's defense thereof. Nothing in this Section 8.2(a) shall prevent the Attorney General of the Commonwealth from taking any action to which he or she is entitled.

(b)   With regard to the accessibility warranties specified in Sections 2.1 (p), (q) and (r), hCentive, in accordance with the requirements set forth in Article 17 of Part II of Exhibit A, will make all corrections to all Releases and all related Software Deliverables that are or include End User Software and all related Documentation on or prior to the Subcontract Accessibility Date in order to avoid a breach of such warranties. hCentive will indemnify, defend and hold Optum harmless for: (1) all costs or expenses incurred by Optum to bring all Releases and all related Software Deliverables that are or include End User Software into compliance with the Enterprise Accessibility Standards and to make such Software Deliverables interoperate with the environments on the AT/IT List, as each exists on the Effective Date and to remedy accessibility issues with all related Documentation and (2) all credits or penalties that Optum incurs under the Prime Contract as a result of hCentive's breach of the warranties specified in Sections 2.1 (p) (q) and (r), subject to Sections 9.1 (a) and 9.2.

(c)   The remedies included in this Section 8.2 shall not be exclusive remedies and each Party shall retain all rights and remedies available to them under this Agreement and at law, equity and statute.

8.3.   <u>Insurance</u>.

(a)   During the Term, hCentive shall purchase and maintain, at its own expense, commercial general liability, professional liability and statutorily required workers' compensation insurance with limits as set forth below. Optum and Customer shall be named as an additional insured on the commercial general liability policy for claims, loss or damage, whether in insured contracts as defined by the policy or tort, including claims involving bodily injury to or death of persons or damage to property for which hCentive owes an indemnity under this Agreement.

(i) $1,000,000 per occurrence/general aggregate commercial general liability;

(ii) $5,000,000 per occurrence errors and omissions (professional liability); and

(iii)   statutory limits for workers' compensation.

(b)   Prior to the execution of this Agreement, if requested by Optum or Customer, hCentive shall furnish certificates of insurance, and insurance shall be with carriers that may lawfully issue such insurance policies, have an AM Best rating of at least A-VII or a Standard and Poor's rating of at least AA unless a prior written approval is obtained from Optum or Customer. Certificates of insurance must contain a stipulation that hCentive shall furnish to Optum and Customer fifteen (15) days prior written notice of any cancellation of insurance coverage and name Optum and Customer as an additional insureds but only to the extent of the liabilities as assumed by hCentive as set forth in this Agreement. The Parties understand and agree that the coverage amounts set forth above may not be reduced by hCentive and shall remain in effect during the Term, and for a period of ninety (90) days thereafter.

9.   <u>LIMITATION OF LIABILITY AS BETWEEN OPTUM AND HCENTIVE</u>

9.1.   <u>Cap on Direct Damages</u>.

(a)   IN NO EVENT WILL hCENTIVE OR OPTUM, OR THEIR RESPECTIVE AFFILIATES, AND THE PERSONNEL OF EACH, BE LIABLE TO THE OTHER IN AN AMOUNT GREATER THAN $5,000,000 OR THE AMOUNTS PAID TO hCENTIVE UNDER THIS AGREEMENT, WHICHEVER IS GREATER, REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1(a), (b), (c), and (d).

(b)   IN NO EVENT WILL hCENTIVE'S OBLIGATION TO OPTUM UNDER SECTION 8.1 (e) EXCEED THE GREATER OF $5,000,000 OR TWO TIMES THE AMOUNTS PAID TO hCENTIVE UNDER THIS AGREEMENT, WHICHEVER IS GREATER.

9.2.   Disclaimer of Other Damages. EXCEPT WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 8.1(a), (b), (c), (d) and (e), NEITHER HCENTIVE ON THE ONE HAND, NOR OPTUM ON THE OTHER HAND, SHALL BE LIABLE TO THE OTHER FOR INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES, INCLUDING LOSS OF RECORDS, OR DATA (OR OTHER INTANGIBLE PROPERTY), LOSS OF USE OF EQUIPMENT, LOST REVENUE, LOST SAVINGS OR LOST PROFITS. NOTWITHSTANDING THE FOREGOING, ALL LOSSES, LIABILITIES, DAMAGES, JUDGMENTS, SETTLEMENT AMOUNTS, COSTS AND EXPENSES SOUGHT BY THE COMMONWEALTH AGAINST OPTUM AND CAUSED BY HCENTIVE SHALL NOT BE CONSIDERED INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES.

9.3.   Applicability.   THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY CONTRARY LIMITATION SET FORTH IN THE COMMONWEALTH TERMS AND CONDITIONS OR THE COMMONWEALTH STANDARD CONTRACT FORM. THIS LIMITATION SETS FORTH THE ENTIRE LIABILITY OF HCENTIVE AND OPTUM UNDER THIS AGREEMENT AND SHALL SURVIVE ASSIGNMENT AND TERMINATION OR EXPIRATION OF THIS AGREEMENT TO PROTECT HCENTIVE AND OPTUM EVEN IF ANY LIMITED REMEDY SPECIFIED IN THIS AGREEMENT IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

10.   LIMITATION OF LIABILITY AS BETWEEN HCENTIVE AND CUSTOMER (THE COMMONWEALTH)

FOLLOWING ASSIGNMENT OF THIS AGREEMENT, IF APPLICABLE, THE FOLLOWING PROVISION SHALL GOVERN TO LIMIT THE LIABILITY OF HCENTIVE AS BETWEEN HCENTIVE AND CUSTOMER:

HCENTIVE**'**S LIABILITY IS GOVERNED BY SECTION 11 OF THE COMMONWEALTH TERMS AND CONDITIONS, AND BY THE FOLLOWING LIMITATION ON LIABILITY: PURSUANT TO SECTION 11 (INDEMNIFICATION) OF THE COMMONWEALTH TERMS AND CONDITIONS, THE TERM "OTHER DAMAGES" SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, THE REASONABLE COSTS THE COMMONWEALTH INCURS TO REPAIR, RETURN, REPLACE OR SEEK COVER (PURCHASE OF COMPARABLE SUBSTITUTE COMMODITIES AND SERVICES) UNDER A CONTRACT. "OTHER DAMAGES" SHALL NOT INCLUDE DAMAGES TO THE COMMONWEALTH AS A RESULT OF THIRD PARTY CLAIMS; PROVIDED, HOWEVER, THAT THE FOREGOING IN NO WAY LIMITS THE COMMONWEALTH'S RIGHT OF RECOVERY FOR PERSONAL INJURY OR PROPERTY DAMAGES OR PATENT AND COPYRIGHT INFRINGEMENT UNDER SECTION 11 OF THE COMMONWEALTH TERMS AND CONDITIONS NOR THE COMMONWEALTH'S ABILITY TO JOIN HCENTIVE AS A THIRD PARTY DEFENDANT. FURTHER, THE TERM "OTHER DAMAGES" SHALL NOT INCLUDE, AND IN NO EVENT SHALL HCENTIVE BE LIABLE FOR, DAMAGES FOR THE COMMONWEALTH'S USE OF HCENTIVE-PROVIDED PRODUCTS OR SERVICES, LOSS OF COMMONWEALTH RECORDS, OR DATA (OR OTHER INTANGIBLE PROPERTY), LOSS OF USE OF EQUIPMENT, LOST REVENUE, LOST SAVINGS OR LOST PROFITS OF THE COMMONWEALTH. IN NO EVENT SHALL "OTHER DAMAGES" EXCEED THE GREATER OF $100,000, OR TWO TIMES THE VALUE OF THE PRODUCT OR SERVICE (AS DEFINED IN THE CONTRACT SCOPE OF WORK) THAT IS THE SUBJECT OF THE CLAIM. THIS ARTICLE 10 AND SECTION 11

OF THE COMMONWEALTH TERMS AND CONDITIONS, TOGETHER WITH THE COMMONWEALTH STANDARD CONTRACT FORM, SET FORTH ʜCENTIVE'S ENTIRE LIABILITY TO THE CUSTOMER UNDER THIS AGREEMENT IN THE EVENT OF ASSIGNMENT OF THIS AGREEMENT TO THE CUSTOMER.

11. <u>DISPUTE RESOLUTION</u>

11.1. <u>General</u>. hCentive and Optum desire a professional relationship, and therefore shall try to resolve all disputes and controversies accordingly (collectively, "Disputes") under this Agreement. hCentive and Optum, prior to assignment, and hCentive and Customer, after assignment, shall initially attempt in good faith to resolve any Disputes internally through immediate negotiations among senior officers who have authority to settle the controversy. In the event that the senior officers are unable to resolve the Dispute within five (5) days after it is brought to their attention, then (a) with respect to any Dispute between hCentive and Optum, each of hCentive and Optum may seek any applicable remedies at law or in equity; and (b) with respect to any Disputes between hCentive and Customer, each of hCentive and Customer may, but shall not be required to, agree that such Dispute (subject to the written approval of the Commonwealth's Office of the Attorney General) shall be submitted to nonbinding mediation through the Massachusetts Office of Dispute Resolution. hCentive and Optum shall each take such steps as reasonably necessary to mitigate any damages that each of hCentive, Optum and Customer may accrue during these escalation and mediation procedures.

11.2. <u>Injunctive Relief</u>. Nothing in this Article 11 will prevent hCentive, Optum or Customer from seeking interim or permanent injunctive relief or taking any other action in any court to enforce or protect its intellectual property rights or its rights under Article 6.

12. <u>GENERAL CLAUSES</u>

12.1. <u>Severability</u>. If any term, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, the same will not affect the other terms, conditions and provisions hereof or the whole of this Agreement, but such term, condition or provision will be deemed modified to the extent necessary in the court's opinion to render such term, condition or provision enforceable, and the rights and obligations of the Parties will be construed and enforced accordingly, preserving to the fullest permissible extent the Parties' intent and agreements set forth herein.

12.2. <u>Notice</u>. Any notice or other communication required or permitted to be given pursuant to this Agreement shall be deemed delivered and received when submitted in writing in person or when received either: (a) via certified or registered mail, return receipt requested, postage prepaid; or (b) via express mail or nationally recognized courier service, by such Party at the address set forth below:

To Optum:

> OptumInsight, Inc.
> Chief Executive Officer
> 13625 Technology Drive
> Eden Prairie, MN 55344

With a copy to:

Optum, Inc.
Chief Legal Officer
13625 Technology Drive
Eden Prairie, MN 55344

To Customer:

Massachusetts Office of Information Technology
[*Address*]
Attn: General Counsel

With a copy to:

[*Name and address*]

To hCentive:
hCentive, Inc.
12355 Sunrise Valley Drive, Suite 310
Reston, VA 20191
Attn: Legal Department

In the case of any other notices given under this Agreement, any notice shall be deemed received when delivered by any other appropriate method evidencing actual receipt by Optum or hCentive, including email and facsimile. A Party may designate a different address by notice to the other Party, given in accordance with this Section 12.2.

12.3.   Entire Agreement; Modification. This Agreement and all Exhibits and Attachments set forth the entire understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements, arrangements and communications, whether oral or written, with respect to the subject matter hereof; and no other agreements, representations, warranties or other matters, whether oral or written, will be deemed to bind the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a writing signed by authorized representatives of both Parties.

12.4.   Assignment. Subject to Exhibit A and Section 8 of the Commonwealth's Terms, this Agreement shall be binding upon and inure to the benefit of the Parties to this Agreement and their respective successors and permitted assigns. Any permitted assignment hereunder shall not relieve hCentive of its obligations hereunder.

12.5.   Relationship of the Parties. In connection with this Agreement, each Party is acting independently and, as such, will not have any authority to bind or commit the other Party, except as explicitly set forth herein. Nothing in this Agreement will be deemed or construed to create a joint venture, partnership or agency relationship between the Parties for any purpose. With respect to its own employees, each Party is, accordingly, independently responsible for all obligations incumbent upon an employer. hCentive shall at no time be considered an agent or representative of Optum or Customer.

12.6.   Cooperation. hCentive will reasonably cooperate with Optum and Customer in taking actions, providing information and executing documents as appropriate to achieve the objectives of this Agreement.

12.7. **Headings**. Section headings contained in this Agreement are for convenient reference only and do not constitute part of this Agreement and shall not affect the interpretation hereof.

12.8. **Force Majeure Events**. Neither Party will be liable for any delays or failures in performance due to any Force Majeure Event, and delays resulting from a Force Majeure Event shall be treated in accordance with the provisions set forth in this Section 12.8. Each Party will give the other Party notice as soon as possible upon the commencement and conclusion of a Force Majeure Event. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, a Force Majeure Event shall not excuse, delay or suspend hCentive's obligation to invoke and follow the Business Continuity Plan or disaster recovery obligations set forth in this Agreement in a timely fashion.

12.9. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

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

12.11. **Non-Exclusivity**. Nothing contained in this Agreement or any Statement of Work will be construed to obligate Optum to use hCentive's Services, or that of any hCentive Personnel, in any guaranteed quantity or for any guaranteed period of time. The quantity and duration of Services will be determined by Optum in its sole discretion.

12.12. **Federal Awarding Agency Reporting Requirements**. The Federal Awarding Agency will require regular reporting in connection with Services that are funded by federal grant money awarded to Customer. hCentive will comply with, and will assist Optum in complying with, any reporting requirements applicable to each of hCentive and Optum and will cooperate with Customer in meeting all such reporting obligations. For any Statement of Work issued on a T&M basis, hCentive shall provide the reporting requirements as part of the Services for such Statement of Work.

12.13. **Implementation and Adherence to CommonWay**.

(a)   Except as expressly set forth in a Statement of Work, hCentive must implement and adhere to the CommonWay Methodology ("CommonWay") and the Commonwealth Project management methodology, including CommonWay's practices, forms and other components. A description of the CommonWay methodology is available at the following link:

https://wiki.state.ma.us/confluence/display/commonwaylite/CommonWay+project+Management+Methodology

In the event that hCentive wishes to provide Project management services above and beyond what CommonWay supports, hCentive may provide supplementary materials upon and consistent with Customer approval (in each case, such approval shall not be unreasonably withheld, conditioned or delayed).

(b) Except as expressly set forth in a Statement of Work, all Project plans must implement CommonWay forms and procedures set forth and described on Exhibit F to the maximum possible extent.

12.14. <u>Governing Law</u>. Unless otherwise set forth in a Statement of Work, this Agreement will be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts, without giving effect to the choice of law principles thereof.

12.15. <u>Waiver of Jury Trial</u>. Each of the Parties hereby irrevocably waives, to the fullest extent permitted by law, all right to trial by jury in any action, proceeding or counterclaim (whether in contract, statute, tort (including, without limitation, negligence) or otherwise) relating to this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written below.

OPTUMINSIGHT, INC.   **HCENTIVE, INC.**

By:_____   By:_____

Title: John C. Santelli, CIO, Optum   Title:_____

Date: 9 - 30 - 14   Date:_____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date written below.

OPTUMINSIGHT, INC.

By:_____

Title:_____

Date:_____

HCENTIVE, INC.

By:_____

Title:_____CEO_____

Date:____September 30, 2014____

List of Exhibits

Exhibit A, Flow-Down Terms

Exhibit B, Commonwealth Terms and Conditions

Exhibit C, Commonwealth Standard Contract Form

Exhibit D, Personnel Nondisclosure Agreement

Exhibit E, Data Management and Confidentiality Agreement

Exhibit F, CommonWay Standards and Templates

Exhibit G, Security and Data Integrity Requirements

Exhibit H, Statements of Work

Exhibit I, Hourly Rates

Exhibit J, Executive Order 504 Contractor Certification Form

EXHIBIT A

FLOW-DOWN TERMS

I.   DEFINITIONS

1.   <u>GENERAL</u>. Each term not defined in this Exhibit shall have the meaning set forth in the body of the Agreement.

"AAC" has the meaning set forth in Section 17.9 of Part II of this Exhibit A.

"Accelerated Code" means hCentive Software functionality the development of which was accelerated at Customer's request, specifically including (i) Remote ID Proofing; (ii) Ability to bypass remote ID proofing for paper application; (iii) Linking Paper Application with User; (iv) Capture special circumstances information (Disability, Long term care, HIV, BCC, AI/AN); (v) Multiple Program Determination (allow shopping for some Medicaid Eligible population); (vi) Outbound AT XML Generation as per FFM; (vii) Ability to Change Plans during Open Enrollment; (viii) Capability to mark an Consumer "Manually ID Proofed"; (ix) Capability to make updates and changes on behalf of Consumer (please see the list of changes in Update and Change section); (x) Load list of navigators; (xi) Load list of certified application counsellors; (xii) Select certified application counsellor; and (xiii) Capability to associate Navigators/Certified Application Counsellors to Consumers.

"Acceptance," "Accepted" or "Accept" means, with respect to any Deliverable, Optum's written notice of its confirmation that both Optum and Customer have determined that such Deliverable conforms, in all material respects, with the relevant Acceptance Criteria applicable to such Deliverable, as more fully described in Section 1.1 of Part III of this Exhibit A.

"Acceptance Criteria" means the criteria set forth in the applicable Statements of Work, pursuant to which Deliverables shall be Evaluated by Optum and Customer during the Acceptance process as more fully described in Section 1.2 of Part III of this Exhibit A. In each case, such Acceptance Criteria shall be based upon the applicable requirements designated by Optum.

"Acceptance Process" means the process for Evaluation and Acceptance, as more fully described in a Statement of Work with regard to the Deliverables under the Statement of Work, or if no such process is defined in the Statement of Work, the process set forth in Section 1.2 of Part III of this Exhibit A.

"Accessibility Testing Vendor" has the meaning set forth in Section 17.8 of Part II of this Exhibit A.

"Affiliate" means, with respect to any person or entity, any other person or entity controlling, controlled by or under common control with the first person or entity, where "control" means the power to direct or cause the direction of the management of such other entity by ownership of voting securities, contract or otherwise.

"Agreement" has the meaning set forth in the recitals of this Agreement.

"AT/IT List" means the Assistive Technology/Information Technology List.

"Bug List" means, as to each System, (a) a complete listing of all known Nonconformities in any Software included in such System, in each case as reported by hCentive Personnel, Customer or any Subcontractor and (b) for each such Nonconformity, (i) a description of the Nonconformity, (ii) an indication of the priority assigned to the Nonconformity by hCentive, (iii) the current status of the Nonconformity, (iv) an approach to fixing the Nonconformity if the Nonconformity has been identified for Resolution and such approach has been determined and (v) a timeline within which the Nonconformity is expected to be Resolved.

"Business Continuity Plan" has the meaning set forth in Article 16 of Part II of this Exhibit A.

"Business Day" means any day other than a Saturday, Sunday, statutory holiday or other holiday observed by either hCentive, Optum or Customer, or any day on which Customer's Chelsea or Boston, Massachusetts locations are closed for business.

"Change of Control" means (a) any merger or consolidation of the specified entity with or into another person or entity, (b) the sale or transfer of all or substantially all of the assets of the specified entity or (c) the direct or indirect acquisition by any person or group of more than fifty percent (50%) of the total voting power of the outstanding capital stock of the specified entity, in each case either in a single transaction or a series of related transactions.

"Change Order" has the meaning set forth in Section 4.1 of Part II of this Exhibit A.

"Change Request" has the meaning set forth in Section 4.1 of Part II of this Exhibit A.

"CMS" means the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services.

"CMS Guide" means the Guide to Enterprise Life Cycle Processes, Artifacts, and Reviews, Version 1.1, June 10, 2012.

"CMS Requirements" means those requirements of CMS relating to the Project, as are set forth in Exhibit P to the Prime Contract.

1.37   "Commingled Client Owned Deliverables" has the meaning set forth in Section ____.

"CommonWay" has the meaning set forth in Section 12.13(a) of the Agreement.

"CommonWay Standards and Templates" means the provisions attached as Exhibit F.

"Commonwealth" means the Commonwealth of Massachusetts (and its political subdivisions or agents as so required), agencies, departments (including Customer), commissions, boards, divisions, bureaus, public authorities or constitutional offices.

"Commonwealth Standard Contract Form" means the provisions of the Commonwealth Standard Contract Form that apply to the Services, attached as Exhibit C.

"Commonwealth Terms and Conditions" means the provisions of the Commonwealth Terms and Conditions applicable to the Services, attached as Exhibit B.

"Confidential Information" means, collectively, Customer Confidential Information, Optum Confidential Information and hCentive Confidential Information.

"Core Project Team" means hCentive Personnel identified any Statement of Work under the heading "Core Project Team."

"COTS" means commercially available off-the-shelf Software as defined in 48 C.F.R. Part 2.101 included or embedded into any Software or a System delivered hereunder.

"Critical Milestone" means a Milestone that is identified in a Statement of Work as a "Critical Milestone."

"Critical Milestone Date" means the date upon which a Critical Milestone will be completed.

"Critical Software Deliverable" means any Software Deliverable identified in any Statement of Work under the heading "Critical Software Deliverable."

"Critical Software Deliverable Date" means the date on which a Critical Software Deliverable is to be delivered under the Statement of Work.

"Current Release" means any release, excluding any beta or pilot version, of the Deliverables for which, as of a date (a) one (1) month prior to the delivery of such Deliverable for testing pursuant to Article 1 of Part III of this Exhibit A, an Update or Minor Release does not exist or (b) twelve (12) months prior to the delivery of such Deliverable for testing pursuant to Section 8.4 of the Prime Contract, a Major Release did not exist.

"Customer" has the meaning set forth in the recitals of this Agreement.

"Customer Assets" means Customer Data, Customer-provided Technology Resources, Customer Confidential Information and all other Software, technology, property, equipment and other hardware and all other materials provided by Customer to Optum, and in turn, provided by Optum to hCentive in connection with this Agreement.

"Customer Confidential Information" means (a) Software of any third party licensed by Customer; (b) Customer proprietary information identified in a Statement of Work; (c) all personally-identifiable information regarding the Personnel of Customer; (d) all data provided by or on behalf of Customer in connection with the Project; (e) Customer Data; (f) all business or technical information of Customer that is not generally known to the public and that Customer, respectively, derives value from not being generally known, whether such information is disclosed orally or in writing; (g) Web Information; and (h) any other proprietary information that is provided by or on behalf of Customer to hCentive in connection with this Agreement and: (x) if provided in written form, is marked as confidential (provided that information in (a), (b) (c) (d) and (e) above shall not be required to be marked to be Confidential Information); (y) if provided in oral form or visually, is confirmed as confidential in writing within thirty (30) days after its initial disclosure; or (z) of such a nature that it would be understood to be confidential by a reasonable person

"Customer Data" means all data (including, without limitation, all personal data as defined in M.G.L. c. 66A and data referred to in Section 6 of the Commonwealth Terms and Conditions), Protected Data as defined in the Data Management and Confidentiality Agreement, and information, in each case, that is (a) Commonwealth data provided to, received, maintained or accessed by hCentive in connection with this Agreement, (b) derived or generated by hCentive in

the performance of the Services under this Agreement and/or (c) created by Customer, Optum and/or end users in the use of the Services.

"Customer Owned Deliverables" has the meaning set forth in Section 8.4(a) of Part II of this Exhibit A.

"Customer Owned Software" has the meaning set forth in Section 6.1 of Part II of this Exhibit A.

"Customer Policies" means all policies that Customer has provided, given notice, or made available to hCentive.

"Customer-provided Technology Resources" means Customer-provided hardware, telecommunications and other technology resources necessary for hCentive to perform the Services under this Agreement and as identified in any Statement of Work.

"Data Management and Confidentiality Agreement" means the Data Management Confidentiality Agreement attached as Exhibit E entered into by Optum and hCentive.

"Deliverable" means all information, materials, Software, work product and other submissions and deliverables delivered or required to be delivered by hCentive to Optum under this Agreement. Each Statement of Work will identify those Deliverables to be delivered and their classifications as either Customer-Owned Deliverables, Customer-Owned Software, hCentive Property or Third Party Software. Deliverable as used in the Commonwealth Terms and Conditions and the Commonwealth Standard Contract Form shall mean Customer Owned Deliverables.

"Deliverable Payments" has the meaning set forth in Section 5.2 of this Agreement.

"Disabling Device" means any virus, worm, Trojan horse, built-in or use-driven mechanism, injurious or damaging algorithm, self-destruct mechanism, time bomb or other software or hardware or any other inhibitor which is not required by the Documentation to be included or embedded as part of a Deliverable and that has the capability to degrade, impair performance, result in inaccurate data, deny accessibility, disable or adversely affect the use of the Deliverable, or harms or permits unauthorized access to any of Optum's or Customer's data and/or systems (including any software, hardware or network owned, controlled or used by Optum or Customer).

"Disputes" has the meaning set forth in Section 11.1 of this Agreement.

"Documentation" means Deliverables in document form that may include technical documentation, user documentation, training materials, reports and other documentation.

"Effective Date" has the meaning set forth in the recitals of this Agreement.

"End User Software" means every Software Deliverable with a user interface for external and/or internal end users to allow such users to interface with such Software or a System in which such Software is embedded. For the avoidance of doubt, End User Software includes COTS or SaaS provided by a Subcontractor of hCentive hereunder that includes such an end user interface.

"Enterprise Accessibility Standards" means the Enterprise Information Technology Accessibility Standards and the Enterprise Web Accessibility Standards 2.0.

"Escrow Agent" has the meaning set forth in Section 8.7 of Part II of this Exhibit A.

"Escrowed Software" means (a) hCentive Software, and (b) any other Software identified in a Statement of Work as being subject to a source code escrow account.

"Evaluate," "Evaluated" or "Evaluation" means, with respect to a Deliverable, inspect, test or otherwise evaluate the Deliverable against the applicable Acceptance Criteria, as more fully described in the relevant Statement of Work, or if no Acceptance process is identified in the relevant Statement of Work, in Section 1.2 of Part III of this Exhibit A.

"Evaluation Period" means, with respect to a Deliverable, the period for Evaluation of such Deliverable, as identified in a Statement of Work, as more fully described in Section 1.2 of Part III of this Exhibit A.

"Excess Hours" means hours worked by a single resource over forty (40) hours in a single calendar week.

"Excused Delay" means a failure by hCentive under a Statement of Work to meet an obligation under such Statement of Work within the time specified in such Statement of Work, including, without limitation, a failure to timely deliver Deliverables in accordance with the applicable Statement of Work Schedule or a failure to meet a Critical Milestone Date that Customer has excused under the Prime Contract.

"Federal Awarding Agency" means the U.S. Department of Health and Human Services, Office of Consumer Information and Insurance Oversight and any other agency of the United States government that provides the federal grant funding to certain Commonwealth entities that is used to fund the provision of Services under this Agreement.

"Final Acceptance" means Optum's and Customer's final written Acceptance of a completed System under a Statement of Work when Evaluated in accordance with the relevant Acceptance Criteria and Acceptance Process, as described in the relevant Statement of Work, or if no Acceptance Process and Acceptance Criteria are identified in the relevant Statement of Work, in Section 1.2 of Part III of this Exhibit A.

"Flow-Down Terms" means the provisions attached in this Exhibit A.

"Force Majeure Event" means any event outside the reasonable control of a party, including, but not limited to: (a) civil commotion, riot, terrorism, invasion, war or preparation for war; (b) fire, explosion, storm, flood, earthquake, subsidence, epidemic, or other natural physical disaster; (c) unavailability of the use of railways, shipping, aircraft, motor transport, or any other means of public or private transport; (d) public unavailability of Internet connectivity to end users; or (e) unavailability of the federal government functionality utilities.

"FP" has the meaning set forth in Section 5.1 of this Agreement.

"Go Live" means the date upon which a System is placed into production after Acceptance.

"Gross Negligence" means the intentional failure to perform a manifest duty in reckless disregard of the consequences as affecting the life or property of another.

"hCentive" has the meaning set forth in the recitals of this Agreement.

"hCentive Confidential Information" means: (a) Software of any third party licensed by hCentive; (b) hCentive proprietary information identified in a Statement of Work; (c) all business or technical information of hCentive that is not generally known to the public and that hCentive derives value from not being generally known, whether such information is disclosed orally or in writing; or (d) any other proprietary information of hCentive that is: (x) if provided in written form, marked as confidential (provided that the information described in (a) and (b) are not required to be marked as confidential to be hCentive Confidential Information); (y) if provided in oral form or visually, confirmed as confidential in writing within thirty (30) days of its initial disclosure; or (z) of such a nature that it would be understood to be confidential by a reasonable person.

"hCentive Property" has the meaning set forth in Section 8.3(a) of Part II of this Exhibit A.

"hCentive Software" means that Software licensed under the Software License Agreement including hCentive WebInsure State and Customer Owned Software Deliverables.

"Holdback" or "Holdback Amount" means twenty-five percent (25%) of each Critical Milestone Payment, Milestone Payment and/or Deliverable Payment under a FP Statement of Work. The Holdback Amount shall be retained by Optum whether or not hCentive's performance is timely.

"Hourly Rates" has the meaning set forth in Section 5.3 of this Agreement.

"I-9 Process" means hCentive Personnel's employment eligibility and record-keeping requirements under the Immigration Reform and Control Act of 1986, the Immigration Reform Act of 1990 and the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, as the same shall be amended from time to time.

"Insufficient" means, as it relates to the Source Materials, a determination made in the judgment of the verifier that the Source Materials are not sufficient to build, compile, assemble, translate, bind and load source code for the applicable Software Deliverables into executable Software and to maintain and support such Software.

"Key Personnel" means hCentive Personnel identified in any Statement of Work under the heading "Key Personnel."

"Law" means all federal, state, provincial, regional, territorial and local laws, statutes, ordinances, regulations, rules, executive orders, supervisory requirements, directives, circulars, opinions, interpretive letters and other official releases of or by any government, or any authority, department or agency thereof, including the Securities and Exchange Commission and the Public Accounting Oversight Board.

"Major Release" means a release, excluding any beta or pilot version, that introduces significant design changes, significant new features or capabilities or backwards-incompatible changes to the means by which such release is used by a dependent component.

"Mandatory Go Live Date" means November 15, 2014, the federally mandated date by which state health information exchange systems must be available for the 2014-2015 enrollment season.

"Massachusetts New HIX/IES Program" means New HIX, MEP and a new integrated eligibility system.

"MEP" means the new Mass Health Eligibility Platform.

"Milestone" means a firm performance obligation that is identified in a Statement of Work as a "Milestone."

"Milestone Date" means the date upon which a Milestone will be completed.

"Milestone Payments" has the meaning set forth in Section 5.2 of this Agreement.

"Minor Release" means any release of any Deliverable that contains a Resolution to a previously identified Defect.

"New HIX/IES" means the new health insurance exchange that Optum is implementing, integrating, rolling out, warranting, operating, hosting and maintaining for Customer.

""Nonconformity" means, with respect to the Acceptance Process, a failure of a Deliverable to conform to the relevant Acceptance Criteria.

"Open Source" means all Software licensed to hCentive by third parties under licenses substantially similar to those approved by the Open Source Initiative and listed at http://www.opensource.org/licenses/, including, without limitation, the GNU General Public License, the GNU Lesser Public License, the Artistic License, the Berkeley Science Division (BSD) License and the Apache License.

"Optum" has the meaning set forth in the recitals of this Agreement.

"Optum Confidential Information" means: (a) Software of any third party licensed by Optum or Customer; (b) Optum or Customer proprietary information identified in a Statement of Work; (c) all personally-identifiable information regarding the Personnel of Optum or Customer; (d) all data provided by Customer, or on behalf of, Customer in connection with the Project, including Customer Data; (e) all Customer Confidential Information; (f) all business or technical information of Optum or Customer that is not generally known to the public and that Optum or Customer, respectively, derives value from not being generally known, whether such information is disclosed orally or in writing; or (g) any other proprietary information of Optum or Customer that is (x) if provided in written form, marked as confidential (provided that the information described in (a), (b), (c) (d) and (e) are not required to be marked as confidential to be Optum Confidential Information); (y) if provided in oral form or visually, confirmed as confidential in writing within thirty (30) days of its initial disclosure; or (z) of such a nature that it would be understood to be confidential by a reasonable person.

"Party" means hCentive or Optum, individually, and "Parties" means hCentive and Optum, collectively, prior to assignment; and "Party" means hCentive and Customer, individually, and "Parties" means hCentive and Customer, collectively, after assignment.

"Personnel" means the full-time and part-time employees, contract employees, individual consultants, volunteers, members, directors, officers, partners, agents, Subcontractors and/or independent contractors of hCentive, and of its Affiliates.

"Post-Warranty Support Term" means that period beyond the Warranty Period during which Optum is engaged by Customer to provide certain software maintenance and support services.

"Prime Contract" has the meaning set forth in the recitals of this Agreement.

"Project" means the project to be completed by Optum under the Prime Contract, including Optum's obligations to: (1) configure the hCentive Software and design, develop, customize and configure other Software to implement a health insurance exchange system for the Customer to provide eligibility and program determination, shopping, plan selection and enrollment services for QHP, including State Wrap, QDP and Medicaid (Medicaid program determination based on modified adjusted gross income ("MAGI") and for a limited set of 24 program aid categories) (as further described in the Statement of Work, "New HIX/IES"); (2) maintain and host HIX/IES; (3) modify a system developed by Customer's former contractor, CGI Technologies and Solutions, Inc. ("CGI"), develop other Software, configure the hCentive Software and other legacy Customer Software and integrate all of this together with other Customer legacy systems to implement new MEP and integrate MEP with New HIX for certain specified purposes; and (4) to perform certain other services related to these Services.

"Release Event" has the meaning set forth in Section 8.7(b) of Part II of this Exhibit A.

"Required Changes" means a change request from Customer that arises as a result of (i) a change in applicable Law, (ii) a CMS policy change, (iii) a change in Commonwealth funding in accordance with an appropriation pursuant to Mass. Gen. Laws. c. 29, § 26, or the availability of sufficient non-appropriated funds for purposes of the Prime Contract, or (iv) an adjustment of priorities or change in the Project requested or required by CMS.

"Resolution" or "Resolve" means the correction or elimination of a Defect.

"Security and Data Integrity Requirements" means the provisions attached as Exhibit G.

"Selected Work in Progress" has the meaning set forth in Section 7.2(e)(iii) of this Agreement.

"Services" has the meaning set forth in Section 1.1.

"Severity Level 1 Nonconformity" means a Nonconformity that blocks any critical functionality of the System or corrupts or causes any material loss of data or otherwise affects critical data and for which no acceptable Workaround exists to achieve the required results. Optum or Customer shall have the right to declare a Severity Level 1 Nonconformity based upon an assessment of the critical current and/or potential impact to internal or external end users with no further severity level analysis required by hCentive. As non-limiting examples, the following are Severity Level 1 Nonconformities: System is down or nonfunctional; 10% or more of applicants cannot create account or submit application or effectuate enrollment; application cannot be submitted; program determination is not running or result is incorrect; enrollment cannot occur.

"Severity Level 2 Nonconformity" means a Nonconformity that blocks important functionality of the System where there is a Workaround, affects important data elements or causes as high

risk that the System will not perform important functions and for which no acceptable Workaround exists to achieve the required results. A Severity Level 2 Nonconformity may render non-critical functions of the System inoperable without a Workaround or corrupts elements of data for key functions of the System. Optum or Customer shall have the right to escalate a Severity Level 2 Nonconformity to Severity Level 1 if, in Customer's or Optum's reasonable judgment, sufficient progress is not being made toward Resolution. As non-limiting examples, the following are Severity Level 2 Nonconformities: less than 10% of applicants cannot create account or submit application or effectuate enrollment; or anonymous browsing is not showing some plans or all/accurate information on plans.

"Severity Level 3 Nonconformity" means a Nonconformity that affects a useful functionality of the System or non-critical data and for which an acceptable Workaround exists to achieve the required results. A Severity Level 3 Nonconformity may render minor or non-critical functions of the system inoperable for limited periods of time and does not corrupt any data in the System. A Severity Level 3 Nonconformity that is persistent or that affects a significant set of end users may be escalated by Optum or Customer, in their reasonable judgment, to Severity Level 2. As non-limiting examples, the following are Severity Level 3 Nonconformities: user receives multiple error messages while shopping but can select plan and check out; or user cannot enter income amount for 'Rental Income' but calls the CSR so he/she can enter.

"Severity Level 4 Nonconformity" means a Nonconformity that is not relevant to System functionality and for which a Workaround is not required for continued performance of the System. A Severity Level 4 Nonconformity does not render any function in the System inoperable and does not affect any data in the System. A Severity Level 4 Nonconformity that is persistent or "high volume" may be escalated by Optum or Customer to Severity Level 3. As non-limiting examples, the following are Severity Level 4 Nonconformities: error messages have spelling errors; web page verbiage is confusing; formatting is incorrect; or logos are not appearing.

"Service Levels" means the performance levels applicable to hCentive's provision of the Deliverables and the Services hereunder as set forth in the applicable Statements of Work.

"Software" means instructions executed by a computer, including, at minimum, executable machine code.

"Software Deliverables" means a Deliverable that consists of Software.

"Software License Agreement" has the meaning set forth in the recitals of this Agreement.

"Source Materials" means Software source code (human readable form), object code (machine readable code), technical documentation and instructions, and all other Software and statements required to build, compile, assemble, translate, bind and load source code into executable Software, and to maintain and support such Software.

"Statement of Work" means a Statement of Work that sets forth additional details regarding the Services to be performed by hCentive under this Agreement, each attached as Exhibit H.

"Statement of Work Schedule" means the schedule for performance of the Services, delivery of the Deliverable(s) and a list of the Critical Milestone Dates and Milestone Dates as set forth in

each Statement of Work, as modified and updated upon mutual written agreement by the Parties in accordance with the terms of the Agreement.

"Subcontract Accessibility Date" means June 30, 2015.

"Subcontractor" means a Third Party Vendor that has entered into an agreement with hCentive to provide services or goods in support of hCentive's obligations under this Agreement.

"Personnel Nondisclosure Agreement" means the provisions attached as Exhibit D.

"System" means the hCentive Solution and (b) any other System identified in a Statement of Work.

"T&M" has the meaning set forth in Section 5.1 of this Agreement.

"Term" has the meaning set forth in Section 7.1 of this Agreement.

"Third Party Software" means the computer programs and data in machine-readable form (and all attendant intellectual property rights therein) that are delivered by hCentive under this Agreement or the Software License Agreement.

"Third Party Vendor" means a third party that may provide services or product in support of hCentive's performance under this Agreement.

"Transition Services" has the meaning set forth in Section 7.4 of this Agreement.

"Update" means any and all updates, new releases, versions, upgrades, improvements, bug fixes, patches, enhancements or other modifications. For the avoidance of doubt, Updates include all stability updates, Minor Releases and/or Major Releases.

"VPAT" means the voluntary product accessibility template.

"Warranty Period" means that period: (a) with respect to each Release and all related Software Deliverables Accepted by Optum and Customer, the period commencing on the date of Acceptance of such Release and all related Software Deliverables by Optum and Customer until the date of Final Acceptance by Optum and Customer of the System into which the Release and all related Software Deliverables will be integrated and ending; (b) with respect to a System where Final Acceptance has occurred, the period commencing on the date of Final Acceptance, and expiring six (6) months thereafter or such other period as set forth in the applicable Statement of Work.

"Warranty Support Obligations" means the maintenance and support Services for a System to be provided by hCentive during the Warranty Period for that System as set forth in Section 17.2 of the Prime Contract and the applicable Statement of Work.

"Workaround" means a temporary solution to a Nonconformity which results in the return of any Deliverable to functional or operational status and which permits Customer to perform its critical business functions in accordance with the applicable Requirements, as defined in the Prime Contract. If and as expressly set forth in the Prime Contract, a Workaround may, in some cases, be a permanent Resolution.

"Web Information" means information regarding any website of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth's websites. Web Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth with respect to the development of its web sites and web services.

"Work in Progress" means work in progress with regard to Deliverables.

II.   TERMS OF GENERAL APPLICABILITY

1.   ASSIGNMENT.

1.1.   Assignment to Customer.

(a)   hCentive acknowledges and agrees that the Deliverables and Services provided pursuant to this Agreement are being provided in support of the performance of the Prime Contract. hCentive acknowledges and agrees that, upon termination or expiration of the Prime Contract, or upon written notice from Optum or Customer (whichever is sooner) informing hCentive that this Agreement is assigned, all rights, duties and obligations of Optum under this Agreement arising after the effective date of the assignment will automatically be transferred and assigned to Customer. hCentive agrees to execute all documents and take all actions that may be reasonably requested by Optum or Customer to evidence the assignment of this Agreement, including execution of: (i) an acknowledgment of the assignment of this Agreement to be executed by Optum and hCentive; and (ii) the Commonwealth Standard Contract Form to be executed by hCentive and Customer.

(b)   Upon such transfer and assignment, hCentive shall look solely to Customer with regard to all rights, duties and obligations for which it would have looked to Optum prior to such transfer and assignment, excluding (a) Optum's confidentiality obligations, which shall survive assignment, and (b) any liability or indemnity obligation related to actions, inactions or omissions of Optum prior to assignment, which obligations shall survive assignment. hCentive recognizes Customer as the successor in interest in and to this Agreement and, as a result of the transfer and assignment of this Agreement, Customer shall become entitled to all right, title and interest of Optum in and to the rights conveyed pursuant to this Agreement with regard to the Deliverables and Services.

1.2.   Assignment Terms.

(a)   hCentive agrees that, prior to the transfer and assignment of this Agreement to Customer, as used in Exhibit C – the Commonwealth Terms and Conditions, the term "Contractor" shall mean "hCentive," "Department," "State" and "the Commonwealth" (except as used in the "Commonwealth Terms and Conditions") shall mean "Optum" (except in Section 3 of the Commonwealth Terms and Conditions, which shall not be effective prior to transfer and assignment), and "Contract" shall mean this Agreement.

(b)   Following transfer and assignment of this Agreement to Customer, (i) as used in the Commonwealth Terms and Conditions, the term "Contractor" shall mean "hCentive,"

"Department" shall mean "Customer," "Commonwealth" shall mean the Commonwealth of Massachusetts, and "Contract" shall mean the Commonwealth Standard Contract Form and this Agreement, and (ii) as used in this Agreement and its Exhibits, "Optum" shall mean "Customer," except in the Whereas clauses, Sections 1.5, 2.1, 4.2, 5.8, 12.2 and 12.5, Articles 6, 8, 9 and 11 of the Agreement, the definitions of "Customer Assets," "Customer Data," Disabling Device," "hCentive Confidential Information," "Massachusetts New HIX/IES Program," "MEP," "New HIX," "Optum," "Optum Confidential Information," "Post-Warranty Support Term," "Project" and "Warranty Period," Sections 4.2, 8.6, 12.2, 17.7, 17.8, 18.2 and 18.4 and Articles 1, 10, 11, 15 and 16 of Part II of this Exhibit A and Sections 1.5 and 1.6(b) of Part III of this Exhibit A, in which the term "Optum" shall mean OptumInsight, Inc. All other terms shall remain unchanged.

2. **STATEMENT OF WORK SCHEDULE**. hCentive shall perform and deliver the Services in accordance with the Statement of Work Schedule, and shall complete all Critical Milestones, if any, by the Critical Milestone Dates and Milestones by the Milestone Dates set forth in the Statement of Work Schedule. The Statement of Work Schedule may be revised by the mutual agreement of the Parties.

3. **PROJECT MEETINGS**. At Optum's request, hCentive agrees to participate, and to cause its subcontractors to participate (at no additional cost to Optum) in periodic critical design review meetings with Optum and Customer. Such critical design review meetings shall include a review of technical progress, the Project schedule and management effectiveness, quality issues relating to coding style, system performance or product integration, additional resource requirements and any other issues as determined by Customer, with an impact upon the success of the Project. hCentive shall also attend such other meetings as Optum may reasonably request in connection with the activities contemplated under this Agreement.

4. **CHANGES**

4.1. **Change Requests**. Optum may submit a request for change ("Change Request") to hCentive to propose changes, including, but not limited to, changes to the applicable requirements, Services, Statements of Work, Deliverables or Statement of Work Schedule including Change Requests that are based upon Required Changes under the Prime Contract. Change Orders, as defined below, may be issued either on a FP or T&M basis. In response to Change Requests for additional T&M Services, hCentive shall provide to Optum a proposal setting forth a good faith estimate by hCentive of the fees, calculated based upon the Hourly Rates, and other costs that hCentive reasonably determines will be incurred by hCentive as a result of the change requested in the Change Request as well as a revised Statement of Work Schedule for performance of the Services. In response to Change Requests for additional FP Services, hCentive shall provide a proposal setting forth the revised FP for delivery of the Services and a revised Statement of Work Schedule for performance of the Services.

4.2. **Change Orders**. Upon execution of a change order with Customer, Optum shall issue a change order to a Statement of Work (a "Change Order"), which shall set forth (a) the Services to be performed, (b) the associated T&M total price or total firm FP, based upon the Change Request proposal submitted by hCentive, as such proposal may be negotiated by hCentive and Optum (including adjustments that may be required as a result of the Change Order issued by Customer pursuant to the Prime Contract), (c) the revised Statement of Work Schedule for performance of the Services and (d) other terms or conditions required to govern the performance of the Services as changed by the Change Order. hCentive shall be obligated to accept such Change Order as issued by Customer as it pertains to that portion of the Services to

be performed by hCentive. The T&M fees or FP for Change Orders shall be paid in accordance with the applicable Statement of Work as modified by the Change Order.

4.3.   Change Orders for Optum or Customer Delay. If hCentive reasonably believes that a Change Order is necessary due to a delay by Optum or Customer that adversely impacts hCentive's ability to perform its obligations hereunder, hCentive shall continue performing under the original Statement of Work, using commercially reasonable efforts to perform and to prevent further delay. However, in such event, hCentive shall promptly notify Optum in writing of such delay and the manner in which it is impacting hCentive's ability to perform, and the Parties shall meet to discuss hCentive's concerns. hCentive may submit a Change Request to Optum for increased cost and or a change in the Statement of Work Schedule if hCentive is unable to perform in accordance with the original FP or Statement of Work Schedule as a direct result of Customer's or Optum's delay. With regard to Customer delays, Optum shall enter into a Change Order with hCentive, only if and to the extent that Optum and Customer enter into a change order under the Prime Contract for the relief requested by hCentive as a result of Customer's delay.   If the Parties are otherwise unable to mutually agree on a Change Order, such disagreement will be subject to the dispute resolution process in Article 11 of the Agreement. If and to the extent that Optum's performance of its obligations under this Agreement has been delayed or prevented as a result of a Customer delay or any other event excused under the Prime Contract, Optum's performance under this Agreement shall be excused.

5.   QUALITY CONTROL. Optum may conduct a quality control review at reasonable times throughout the development and implementation phases of each Deliverable to review and coordinate progress of the overall development and implementation of each Deliverable, in accordance with the agreed upon standards and in order for Optum to determine whether the applicable quality standards have been met. Such review may include, but is not limited to, design review, code review, architectural review, system performance review or other general review. Unless otherwise expressly set forth in a Statement of Work, hCentive shall establish and maintain throughout the Term of this Agreement quality control standards for Software development, configuration and integration (including methods and techniques) that are consistent with the generally accepted industry practices employed in the systems integration industry for projects of similar scope and size.

6.   SOURCE MATERIALS AND DOCUMENTATION.

6.1.   Source Materials.

(a)   Upon delivery of any Customer Owned Deliverables that are Software ("Customer Owned Software"), hCentive shall deliver to Optum a complete copy of all Source Materials for such Customer Owned Software.

(b)   In addition, hCentive will deliver Source Materials for any related, previously Accepted, Customer Owned Software, if such Source Materials have been modified since they were last delivered to Optum and Customer.

(c)   Customer shall own all rights, title and interest in and to all Source Materials for Customer Owned Software.

(d)   Source Materials for Customer Owned Software shall be deemed a Deliverable hereunder.

6.2. **Documentation**.

(a)   hCentive shall supply appropriate Documentation identified in each applicable Statement of Work to enable Optum's and Customer's appropriately skilled personnel to use the Deliverables effectively and shall provide updated Documentation as necessary in connection with any changes and customizations.

(b)   hCentive shall provide Documentation identified in each applicable Statement of Work at the time of delivery, and such Documentation shall include the user documentation specified in the applicable Statement of Work.

(c)   All Source Materials and Documentation shall be delivered to Optum electronically, in such media and in such format as reasonably requested by Optum.

(d)   For FP Statements of Work, hCentive shall: (i) maintain all such Documentation; (ii) update all such Documentation including updates to Documentation necessary to reflect any Updates made to any Deliverables; and (iii) make such Documentation available to Optum upon its request and reasonably promptly at the expiration or termination of this Agreement.

(e)   For clarity sake, with respect to COTS that is, or is embedded into, End User Software, hCentive shall provide Optum with any available user manuals and training materials.

7.   **NON-APPROPRIATION**. hCentive acknowledges that Customer is funding the Project with Customer capital bond funds, federal financial participation and federal grant funds, and that Customer shall be bound to its obligations under the Prime Contract only in the event and to the extent of any such funds being available for expenditure towards the Project. Optum shall use commercially reasonable efforts to notify hCentive as far in advance as possible in the event of Optum becoming aware of Customer's insufficient funding to continue this Agreement. In the event of such insufficiency, Optum may terminate this Agreement in accordance with Section 7 of the Agreement.

8.   **TITLE AND INTELLECTUAL PROPERTY RIGHTS**.

8.1.   **Definition of Property**.   The term "Property" as used in this Agreement means: (a) confidential, proprietary and trade secret information; (b) trademarks, trade names, discoveries, inventions, processes, methods, technology and improvements, whether or not patentable or subject to copyright protection and whether or not reduced to tangible form or reduced to practice; and (c) works of authorship, wherein such forms of property required by hCentive to perform the Project may consist of computer programs (in object and source code form), scripts, data, documentation, the audio, visual and audiovisual content related to layout and graphic presentation, text, photographs, video, pictures, animation, sound recordings, training materials, images, techniques, methods, algorithms, program images, text visible on the Internet, HTML code and images, illustrations, graphics, pages, storyboards, writings, drawings, sketches, models, samples, data, other technical or business information, reports and other works of authorship fixed in any tangible medium.

8.2.   **Sources of Property**.   The Project may involve Property derived from four different sources: (a) that which was developed by a third party, such as Third Party Software; (b) that which was developed by hCentive for the open market without modification (e.g., hCentive's COTS); (c) that which was developed by hCentive for other individual clients, or for internal

purposes prior to or after the Effective Date of this Agreement; and (d) that which is developed by hCentive specifically for the purposes of fulfilling its obligations to Optum under the terms of this Agreement. Ownership of the first and second categories of intellectual property may be addressed in separate agreements between hCentive and the contractors and resellers of work product. Sections 8.3 and 8.4 of Part II of this Exhibit A exclusively address ownership rights in the third and fourth categories of intellectual property.

8.3. <u>hCentive Property and License</u>.

(a)   hCentive will retain all right, title and interest in and to all Property that is (i) owned by hCentive prior to commencement of the Project; (ii) developed by hCentive after the commencement of the Project but only to the extent such Property has been developed without Customer funds; or (iii) developed by hCentive separate and apart from this Agreement and without use or reference to any Customer Assets or Customer Owned Deliverables (the foregoing (i), (ii) and (iii) collectively, "hCentive Property"). Optum and Customer acknowledges that its possession, installation or use of hCentive Property, as may be permitted under this Agreement, will not transfer to it any title to such property.

(b)   hCentive Property is being disclosed to Customer to be used only as expressly permitted under the terms herein. Customer will take no affirmative steps to disclose such information to third parties, and, if required to do so under the Commonwealth's Public Records Law, M.G.L. c. 66 § 10, or by legal process, will promptly notify hCentive of the imminent disclosure so that hCentive can take steps to defend itself against such disclosure.

(c)   hCentive hereby grants to Optum and Customer, a royalty-free, nontransferable, nonexclusive, worldwide, irrevocable (subject to Section 21), perpetual, assignable, sublicensable (solely as set forth below) license to use, reproduce, modify, digitally perform, transmit and copy the hCentive Property, in any media now known or hereafter known, to the extent such hCentive Property are embedded or embodied in Deliverables, but only to the extent necessary to exploit the Deliverables, solely in connection with Client's use and exploitation of the Services, and Deliverables, including operation of the Systems. The foregoing license will be sublicensable to third parties, provided that neither Optum nor Customer may sublicense the foregoing license in a manner that would permit third parties to use hCentive Property other than on behalf of Customer and System users. Notwithstanding anything contained herein to the contrary, and notwithstanding Optum's and Customer's use of hCentive Property under the license created herein, hCentive shall have all the rights and incidents of ownership with respect to hCentive Property, including the right to use such property for any purpose whatsoever and to grant licenses in the same to third parties. hCentive shall not encumber or otherwise transfer any rights that would preclude the license grant set forth in this Section 13.3(c).

(d)   Neither Optum nor Customer shall, directly or indirectly, misappropriate, reverse engineer, disassemble or decompile the hCentive Property.

8.4.   Customer Owned Deliverables.

(a)   In conformance with the Commonwealth Terms and Conditions, all Deliverables that are not hCentive Property or property of a third party ("Customer Owned Deliverables") shall become the property of Customer. hCentive hereby irrevocably and unconditionally sells, transfers and assigns to Optum or its designee(s), and Optum or its designee(s) shall, in turn, assign to Customer, hCentive's entire right, title and interest in and to all Customer Owned Deliverables, including, without limitation, intellectual property rights that it may now or hereafter possess in such Customer Owned Deliverables. This sale, transfer and assignment from hCentive to Optum shall be effective upon creation of each Customer Owned Deliverable and shall include all copyright, patent, trade secret, trademark and other intellectual property rights created by hCentive or one of its subcontractors in connection with such work.

(b)   All copyrightable materials included in the Customer Owned Deliverables are works made for hire. If a work described in the foregoing sentence is determined to not be made for hire or that designation is not sufficient to secure rights, to the fullest extent allowable and for the full term of protection otherwise accorded to hCentive under such Law, hCentive shall and hereby irrevocably does, assign and transfer to Optum, and Optum shall, in turn assign to Customer, free from all liens and other encumbrances or restrictions, all right, title and interest hCentive may have or come to have in and to such Customer Owned Deliverable. HCENTIVE HEREBY WAIVES IN FAVOR OF OPTUM AND CUSTOMER ANY AND ALL ARTIST'S OR MORAL RIGHTS (INCLUDING, WITHOUT LIMITATION, ALL RIGHTS OF INTEGRITY AND ATTRIBUTION) IT MAY HAVE PURSUANT TO ANY STATE OR FEDERAL LAWS OF THE UNITED STATES IN RESPECT TO ANY CUSTOMER OWNED DELIVERABLE AND ALL SIMILAR RIGHTS UNDER THE LAWS OF ALL OTHER APPLICABLE JURISDICTIONS.

(c)   hCentive shall ensure that each of its Personnel providing Services under this Agreement, regardless of whether the individual is an employee, contractor or consultant of hCentive, has executed a written agreement granting to hCentive sufficient rights to permit hCentive's ownership of the Customer Owned Deliverables.

(d)   hCentive agrees to execute all documents and take all actions that may be reasonably requested by Optum to evidence the transfer of ownership of or license to intellectual property rights described in this Article 9 of Part II of this Exhibit A. hCentive acknowledges that there are currently and that there may be future rights that Optum, and in turn, Customer, may otherwise become entitled to with respect to Customer Owned Deliverables that do not yet exist, as well as new uses, media, means and forms of exploitation, current or future technology yet to be developed and that hCentive specifically intends the foregoing ownership or rights by Optum, and, in turn, Customer, to include all such now known or unknown uses, media and forms of exploitation.

(e)   Optum, and in turn, Customer, retains all right, title and interest in and to all derivative works of Customer Owned Deliverables, and, in addition, Customer retains all right, title and interest in and to all derivative works of Customer Assets.

(f)   Optum hereby grants to hCentive a nonexclusive, nontransferable, fully paid-up, royalty-free, sublicensable (solely to subcontractors for performance of this Agreement), worldwide, revocable license to use, copy, modify and prepare derivative works of Customer

16

Owned Deliverables and Customer Assets only during the Term and only for use in connection with performing the Services and developing Deliverables for Optum under this Agreement.

(g)   hCentive and Optum acknowledge and agree that certain Customer Owned Deliverables are embedded in and commingled with the hCentive Software (the "Commingled Client Owned Deliverables").   Subject to the terms and conditions of this Agreement, Optum hereby grants to hCentive a nonexclusive, nontransferable, sublicensable (solely to hCentive's state customers and such state customer subcontractors consistent with this paragraph), worldwide, perpetual, license to use, copy, modify and prepare derivative works of the Commingled Client Owned Deliverables, and to distribute such Commingled Client Owned Deliverables, as so embedded in and commingled with the hCentive Software, for the sole purpose of other states in implementing and configuring a state health insurance exchange.

8.5.   Equipment.

(a)   In connection with any obligation of hCentive to procure any equipment from third parties under the Statement of Work, hCentive and Optum agree that Optum, in its sole discretion, shall determine whether a specific item of equipment shall be leased or purchased from the third party. Notwithstanding the foregoing, Customer, after consulting with Optum, may also elect to purchase functionally equivalent equipment on its own behalf from any other third party without such change resulting in any change in hCentive's obligations hereunder. Furthermore, where Optum determines that a particular item of equipment shall be leased under this Agreement, Optum, in its sole discretion, may enter into the lease as the lessee, in which case Optum shall be responsible for making lease payments to the lessor during the Term. With respect to any leases for equipment between hCentive and a third party, upon termination or assignment of this Agreement, hCentive shall transfer or assign such leases to Customer or its designee, on terms and conditions acceptable to both parties.

(b)   During the Term, hCentive shall give Optum prompt notice of anticipated or actual substitution, obsolescence or discontinuance of or modification or update to all equipment.

8.6.   Bankruptcy. All rights and licenses granted under or pursuant to this Agreement by hCentive to Optum or Customer are, and shall otherwise be deemed to be, for purposes of Section 365(n) of the United States Bankruptcy Code, licenses to rights to "intellectual property" as defined in the United States Bankruptcy Code. The Parties agree that Optum and Customer, as licensees of such rights under this Agreement, shall retain and may fully exercise all of their rights and elections under the United States Bankruptcy Code. The Parties further agree that, in the event of the commencement of bankruptcy proceedings by or against hCentive under the United States Bankruptcy Code, Optum and Customer shall be entitled to retain all of their rights under this Agreement.

8.7.   Source Materials; Escrow. hCentive shall, at Optum's expense, establish and maintain an escrow account naming Customer and Optum as beneficiaries for all Software Deliverables, the hCentive WebInsure State Software, and all other Third Party Software and each System identified in the Statement of Work as being subject to the escrow account. hCentive, Optum, Customer and a reputable escrow agent selected by Customer to maintain the escrow account (the "Escrow Agent") shall enter into an escrow agreement using the Escrow Agent's standard form (with commercially reasonable modifications as agreed to by hCentive, Optum, Customer and the Escrow Agent in good faith). The escrow agreement shall include the following provisions:

(a)   Then-current Source Materials will be deposited upon each Minor Release and Major Release of the Software Deliverables and the related hCentive WebInsure State Software with which it is commingled and, with respect to any and all Updates, new releases, versions, upgrades, improvements, bug fixes, patches, enhancements or other modifications deployed other than through a Minor Release or a Major Release, at least once per calendar quarter.

(b)   The Source Materials will be released upon demand by Customer (subject to the procedure set forth in the applicable escrow agreement) in the event of the occurrence of any of the following ("Release Event"):

(i)   hCentive fails in any material respect to comply with its obligations to provide support and maintenance for the Software Deliverables in accordance with hCentive software support terms, and any such failure is not remedied in accordance with the applicable terms between hCentive and Optum;

(ii)   hCentive fails to function as a going concern or to operate in the ordinary course, or a receiver or trustee in bankruptcy is appointed for hCentive or its property, or hCentive makes a general assignment for the benefit of its creditors, or hCentive commences, or has commenced against it, proceedings under any bankruptcy, insolvency or debtor's relief law, in each case which proceedings are not dismissed within thirty (30) days.; or

(iii)   hCentive breaches the warranty in either Section 2.1(c) or Section 2.1(n) of the Agreement and is unable to cure for forty-five (45) days after written notification by Optum or Customer.

(c)   hCentive shall grant Optum and Optum will in turn grant Customer a currently effective, non-exclusive, transferable, sublicensable, royalty-free, fully paid-up right and license to use, reproduce, modify and create derivative works of the Source Materials for purposes consistent in scope and duration to the object code license under which Optum and Customer were operating, which license may be exercised only upon the occurrence of a Release Event.

(d)   In addition, the following Release Event shall apply with regard to the hCentive Software:

(i)   The Source Materials for the hCentive Software will be released upon written notice from Optum or Customer to hCentive, which notice sets forth a reasonable and specifically articulated business needs of Customer for such Source Materials, including but not limited to the following circumstances: (A) satisfaction of a Federal or state audit requirement; (B) investigation of a security breach; (C) development of new interfaces; or (D) periodic reviews to test the viability of and ensure currency of the escrowed Source Materials for the hCentive Software.

(ii)   If at any time the Commingled Client Owned Deliverables are segregated successfully from the hCentive Software and hCentive has delivered to Customer (through Optum) the Source Materials for such Customer Owned Deliverables, Customer's and Optum's rights under the foregoing Section (c)(i) will expire (but, for clarity, Optum's and Customer's rights to the Source Materials for the hCentive Software under Section 8.7 (a) and (b) (i), (ii) and (iii) will remain in effect).

(e)   Customer and Optum shall be entitled to require at its own expense, except as provided herein, and at such intervals as Customer or Optum may elect, technical third party verification that the Source Materials in the possession of the Escrow Agent are sufficient to build, compile, assemble, translate, bind and load source code for the Software into executable Software, and maintain and support such Software.

(f)   If such technical verification demonstrates that the Source Materials are Insufficient:

(i)   hCentive shall promptly redeposit sufficient Source Materials;

(ii)   hCentive shall pay for both the initial and subsequent verification; and

(iii)   the foregoing remedy shall apply to each instance of an Insufficient deposit.

(g)   In the event of a release of Source Materials for the hCentive Software under Section 8.7 (d)(i), hCentive hereby grants to Optum. for the sole purpose of granting a license to Customer, a royalty-free, nonexclusive, worldwide, irrevocable, assignable, sublicensable (solely as set forth below) license to use, reproduce, distribute, modify, publicly display, publicly perform, digitally perform, transmit, copy and create derivative works of hCentive Software in any media now known or hereafter known, but only to the extent necessary to exploit the Customer Owned Deliverables for the purposes set forth in the Customer notice . The foregoing license will be sublicensable to third parties, provided that Customer may not sublicense the foregoing license in a manner that would permit third parties to use the Source Materials for hCentive Software other than on behalf of Customer and System users. In no event, shall Customer use the Source Materials for the Commingled Client Owned Deliverables to compete with hCentive in the commercial sale or delivery to third parties of products or services equivalent to the hCentive Software, or otherwise commercialize the Commingled Client Owned Deliverables outside of the Commonwealth of Massachusetts.

9.   END OF LIFE. hCentive shall monitor all Deliverables and the components thereof for end of life, and shall promptly notify Optum if any Deliverable or component thereof that includes third party hardware or Software has been discontinued or, to hCentive's knowledge, will reach end of life within the next calendar year. Prior to the end of the Warranty Period specified in the Prime Contract, hCentive shall replace any such Deliverable or component thereof at no additional charge to Optum or Customer, if hCentive knew or should have known based on the information available from the Software publisher or hardware OEM that the Deliverables or components thereof would become end of life within the Term of the Prime Contract.

10.   PERSONNEL RESPONSIBILITIES.

10.1. hCentive Personnel. In no event will any hCentive Personnel be considered employees of Optum or Customer. For the avoidance of doubt, neither hCentive nor any hCentive Personnel are entitled to any medical or dental coverage or life or disability insurance from

Optum or Customer, or entitled to participate in any Optum or Customer pension or any other benefits afforded to any Optum or Customer employees. All matters governing the employment of hCentive Personnel shall, as between Optum or Customer and hCentive, be hCentive's full responsibility. hCentive assumes full responsibility for the actions of hCentive Personnel while performing Services. hCentive shall be responsible for the supervision, direction and control of its Personnel while performing Services. hCentive shall be responsible for the payment of compensation (including withholding of taxes and Social Security, contribution to workers' compensation and unemployment compensation, overtime, disability benefits, and any other legally required benefits or compensation or discretionary benefits or compensation) for its employees who are assigned to perform Services. hCentive acknowledges and agrees that Optum and Customer are under no obligation to assist hCentive in obtaining any work permits for such hCentive Personnel to work in the United States. In the event hCentive obtains Optum's and Customer's express prior written consent (which consent shall be obtained from Optum prior to the assignment) for the performance of Services by hCentive Personnel outside of the United States, hCentive and its Subcontractors will be responsible for complying with all applicable United States and foreign laws, treaties, conventions, rules and regulations with respect to such hCentive Personnel and the performance of any Services outside of the United States including, but not limited to, the applicable laws of the jurisdiction(s) in which the Services are being performed.

10.2. Indemnification for Violation of Immigration Law and hCentive Personnel Obligations. Notwithstanding anything to the contrary contained in Section 11 of the Commonwealth Terms and Conditions, hCentive agrees to fully defend, indemnify and hereby hold Optum and Customer and their respective its employees, officers, agents, successors and assigns, harmless from and against any amounts payable resulting from a third party claim, suit, demand, loss, damage, cost, expense or liability, including reasonable attorneys' fees, relating to: (a) any violation of immigration law by hCentive or hCentive Personnel and (b) hCentive's obligations to its employees and other hCentive Personnel. Any immunity or exclusivity of any labor, workers' compensation or similar statute applicable to hCentive will not in any way limit or preclude hCentive's obligation to provide indemnification hereunder. The foregoing indemnity will not be limited in any manner whatsoever by any required or other insurance coverage maintained by hCentive.

11. OFFSHORE RESOURCES. No offshore resources shall be used by hCentive without prior written permission of Customer, other than for development and testing with de-identified data. All offshore resources of any hCentive Personnel other than employees of hCentive shall be identified by name, title, role and location. No such offshore resources deployed by hCentive at any time in connection with the Services shall access Commonwealth systems or Commonwealth data. hCentive shall train all offshore resources in Customer's security policies and procedures and monitor and enforce such procedures in connection with such resources. Notwithstanding anything to the contrary set forth in this Agreement, in no event may hCentive, any hCentive Personnel or any Personnel of any subcontractors or agents of hCentive access any federal tax return or federal tax return information, Social Security Administration data or Protected Data as defined in the Data Management and Confidentiality Agreement remotely outside of the United States, territories, embassies or military installations, nor may any federal tax return or federal tax return information, Social Security Administration data or Protected Data as defined in the Data Management and Confidentiality Agreement be received, processed, stored, transmitted or disposed of by systems located outside of the United States, territories, embassies or military installations. hCentive shall immediately report to Optum and Customer

any breach of the Commonwealth's remote access or security standards, and any such breach or failure to immediately report the same shall constitute a material breach of this Agreement.

12. **WORKPLACE POLICIES**.

12.1. **Customer's Workplace Policies**. In the performance of this Agreement at Optum or Customer facilities, hCentive Personnel will comply with Optum's and Customer's Policies, including, but not limited to, the policies set forth in Exhibit N to the Agreement. hCentive also acknowledges that all hCentive Personnel may, to the extent permitted by applicable Law, be subject to a tax and child support check by Customer. All hCentive Personnel performing services under this Agreement will be subject to criminal background checks and other checks as directed by Customer. hCentive must conduct, at its own expense, checks of the criminal records of hCentive Personnel in accordance with Customer's Policies and applicable law. Customer may prohibit any hCentive Personnel found to have a criminal record from performing Services hereunder. If hCentive fails to enforce this prohibition after receiving notice of breach in accordance with Section 7.3 of the Agreement, Optum may terminate this Agreement on written notice to hCentive. hCentive shall comply with all federal and state laws, rules and regulations and all requirements of this Agreement promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. hCentive commits to purchasing supplies and services from certified minority- or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities as specified in this Agreement. hCentive Personnel that have successfully completed all required criminal and other background checks, as required by the Customer, shall be permitted to perform services at the Customer location and in the course of the performance of such services may access Customer Confidential Information including Protected Information as defined in the Data Management and Confidentiality Agreement ("Protected Information"). Only hCentive Personnel may not download Protected Information onto their laptops or access Protected Information or the Customer network other than at Customer locations. Notwithstanding the prior prohibition, hCentive Personnel may, pursuant to the Operations and Maintenance terms of the Software License Agreement, be provided remote access to the production environment to resolve software issues in strict accordance with procedures to minimize the exposure of protected information to hCentive Personnel. Any such remote access shall be provided only pursuant to encrypted or other secure methods. hCentive may not store Protected Information at hCentive Facilities or on hCentive laptops.

12.2. **Nonsolicitation of Personnel**. During the Term, hCentive will not solicit the employment of Optum Personnel or Customer Personnel who have performed services under the Agreement without the prior written consent of Optum or Customer, respectively; *provided*, that, general solicitations or other recruiting efforts not specifically directed to Optum Personnel or Customer's Personnel (including, without limitation, newspaper, Internet help wanted

advertisements, and use of recruitment agencies) shall be permitted without prior consent or notification.

13.   **SECURITY REQUIREMENTS**. hCentive must maintain adequate computer security including, but not limited to, passwords, firewalls and anti virus Software and reasonably provide for the physical safety of records from theft, fire, water damage and the like.

14.   **CUSTOMER ASSETS**. As between hCentive, Optum and Customer, title in and to Customer Assets shall remain with Customer but may be used exclusively by Optum and hCentive for the sole purpose of performing the Services. Customer reserves the right to recall Customer Assets at any time and in such case, Optum shall inform hCentive of such recall. If any such recall prevents hCentive from being able to provide the Services, then hCentive will continue to provide the Services to the extent reasonably possible, and Optum shall enter into a Change Order with hCentive if and to the extent Customer agrees to a Change Order with Optum with regard to the recall of the Customer Assets. hCentive shall not make any changes to any Customer Assets without receiving express written permission from Optum, which shall be based upon approval from Customer; provided, however, the foregoing shall not limit hCentive's right to make changes to Customer Owned Deliverables and Software and other materials that are Customer Assets as reasonably required in order to perform the Services. hCentive hereby assumes risk and liability for loss of any tangible Customer Assets while in the possession of hCentive, unless such loss is caused by Optum, Customer or a Force Majeure Event, as well as for any changes made to Customer Assets (other than by Customer or Optum) other than in accordance with this Article 14. It is the responsibility of hCentive to inform Optum, and Optum will inform Customer, when wear of tangible Customer Assets has progressed beyond normal wear and tear. Upon termination of this Agreement for any reason or at any time upon prior written notice from Optum, and regardless of whether hCentive has any claim against Optum or Customer under this Agreement, all Customer Assets in hCentive's possession or control shall be returned to Optum except as provided in Section 6.1 of the Agreement with regard to copies of Customer's Confidential Information. Except for property to which title is transferred to hCentive as evidenced by a bill of sale or comparable written instrument, no interest or obligation is conferred upon hCentive regarding Customer Assets beyond the limited right to use such Customer Assets in accordance with the terms of this Agreement.

15.   **AUDIT.**

15.1.   **Audit Rights**.

        (a)   <u>Security Audit</u>. In addition to the obligations set forth in Section 7 of the Commonwealth Terms and to the rights of Customer and the Commonwealth pursuant to the terms of the Commonwealth Standard Contract Form, hCentive will provide to Optum (or its authorized representatives) and Customer, and after assignment, hCentive will provide to Customer, with reasonable prior notice, access to hCentive Personnel, books and records applicable to performance of the Services under this Agreement and to facilities where Customer Data is maintained, for the purpose of performing an audit of the security practices, procedures and safeguards utilized by hCentive in the performance of the Services as Optum or Customer, as the case may be, may request: (a) to assure itself of the security of Customer Data; (b) to examine and verify hCentive's disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; (c) to examine and verify compliance with quality initiatives and quality assurance; and (d) to examine and verify compliance with applicable Laws. These audits shall be conducted no more than once

per calendar year (and more often, in the event that Optum or Customer, as the case may be, has a reasonable belief that Customer Data is insecure or that hCentive is in violation of applicable Law) at mutually convenient times to hCentive, on the one hand, and Optum and Customer, on the other, during hCentive's normal business hours and in a manner so as not to disrupt the performance of Services. Reports from any audit conducted by Optum or Customer of hCentive will be provided to hCentive, with the right of Optum to redact any information not pertaining to hCentive.

(b)   Document Requests. In accordance with Section 7 of the Commonwealth Terms and Conditions, Optum, or Customer, as the case may be, may request, upon reasonable prior written notice, such notice being reasonably sufficient to permit hCentive to gather the requested records, hCentive to produce directly pertinent records to substantiate claims for payment under this Agreement. Such records for Statements of Work and Change Orders issued on a FP basis under this Agreement, which include Critical Milestones, Milestones or Deliverable-based payments, shall be records evidencing delivery of such Deliverables, achievement of Critical Milestones and Milestones and performance of tasks required under the respective Statement of Work and this Agreement; and for Statements of Work and Change Orders issued on a T&M basis, such records shall be those records, consistent with Section 5.3, evidencing that the hours paid for were worked and evidencing the date, nature and cost of any expenses that were invoiced as materials. In addition to matters of payment, Optum, or Customer, as the case may be, may request, upon reasonable prior written notice, such notice being sufficient to permit hCentive to gather the requested records, hCentive to produce directly pertinent records to verify compliance with Article 6 of the Agreement, Confidentiality and Security; Article 4 of Part II of this Exhibit A, Changes (to review the amount of increased Fees set forth in a Change Request, acknowledging that with respect to FP and T&M Change Requests such documents shall be projected workflow plans and projected hours multiplied by the Hourly Rates); Article 13 of Part II of this Exhibit A, Security Requirements; and Article 14 of Part II of this Exhibit A, Customer Assets (Customer's right to verify that all Customer Assets have been returned at the conclusion of performance of this Agreement). hCentive, Optum and Customer shall work together regarding the findings of any audit and any dispute regarding the findings of such audit shall be a dispute in accordance with the dispute resolution procedures set forth in the Agreement.

(c)   Limitations. Notwithstanding anything in this Section 15.1 of Part II of this Exhibit A to the contrary, audits conducted on hCentive premises shall be limited to systems and data solely related to Optum, Customer and the Services; provided, that if any audit to be conducted by or on behalf of Optum, or Customer, as the case may be, would be prevented or restricted because of systems and data that relate to both Customer and Optum and to other hCentive customers, hCentive will reasonably cooperate to permit an audit that meets the needs of Optum, or Customer, as the case may be, while not providing access to the confidential information of other hCentive customers or any systems, data or information belonging or relating to any customer other than Customer or Optum. In performing audits, Optum and Customer and any auditors shall endeavor to avoid unnecessary disruption of hCentive's operations and unnecessary interference with hCentive's ability to perform the Services. In addition, hCentive will work with Optum and Customer or their authorized representatives to provide the assurances requested by Optum and Customer or their authorized representatives with regard to data security and related procedures.

15.2. **Audit Follow Up**. hCentive shall promptly respond to any deficiencies identified by any audit report relating to hCentive and work diligently with Optum, or Customer, as the case may be, regarding such identified deficiencies.

15.3. **Records Retention**. In addition to the obligations set forth in Section 7 of the Commonwealth Terms and Conditions and to the rights of Customer and the Commonwealth pursuant to the terms of the Commonwealth Standard Contract Form, until the later of (a) seven (7) years after expiration or termination of this Agreement, (b) such time as is required by applicable laws or (c) the date that all pending matters relating to this Agreement (e.g., disputes, audits, inquiries, etc.) are closed or resolved by the Parties, hCentive will maintain and provide access (and cause its subcontractors to maintain and provide access) upon request to the records, data, documents and other information required to fully and completely enable and permit Customer to take advantage of its audit rights under this Agreement. Each Statement of Work may include additional retention provisions.

15.4. **Financial Reports**. Customer shall have the right to periodically review hCentive's financial statements.

15.5. **hCentive Audits and Certifications**.

(a)   Certifications. hCentive shall obtain and maintain all certifications listed in each Statement of Work. hCentive shall promptly notify Optum of any other certifications obtained by hCentive relating to the Services or the resources used by hCentive to provide the Services. hCentive shall promptly notify Optum of any failure to obtain or maintain any required certification, or any other certification of which Optum is notified under this Section 15.5(a) of Part II of this Exhibit A, and shall provide Optum with a written plan to obtain or reacquire each such failed certification.

(b)   SSAE-16. Unless otherwise expressly stated in the applicable Statement of Work, each year, starting in hCentive's new fiscal year which follows the first Services to support Optum's Prime Contract, hCentive shall cause its external auditors to (i) perform a SSAE-16 SOC 1 audit, regarding hCentive's internal controls over financial reporting, based on hCentive's system of internal controls and hCentive's control objectives as of a specific point in time (the "Baseline Internal Controls Audit"), and (ii) produce an SSAE SOC 1 Type I audit report in connection therewith (the "Baseline Internal Controls Audit Report"). On or about April 1st of each year, hCentive shall provide to Optum a copy of the most current Baseline Internal Controls Audit Report. The Baseline Internal Controls Audit shall be performed, and the Baseline Internal Controls Audit Report shall be produced, at no additional cost to Optum. In the event that Optum or Customer requests audit and reporting which are not covered by the Baseline Internal Controls Audit, such additional audit and reporting shall be (i) addressed through the applicable change control procedures and (ii) performed by the same auditors who have performed the Baseline Internal Controls Audit, at Optum's cost and expense, unless hCentive is subject to another SSAE-16 audit for the same or similar operations that is acceptable to Optum, in which case Optum shall be provided with a copy of that other SSAE-16 audit.

(c)   Government Audits. On an annual basis, unless otherwise reasonably requested in writing by Optum, hCentive shall inform Optum of any audit of hCentive's data center(s) from which it provides Services or any other of its facilities or operations it uses to provide Services by any agency of the federal government or the Commonwealth, and shall, to the extent not prohibited by applicable law, provide Customer with a copy of the report or results of each such

audit. hCentive acknowledges that Optum and the Commonwealth may be subject to audit and investigations of governmental authorities, including without limitation, of Federal Awarding Agencies, and agrees that the Commonwealth or Customer may require hCentive to cooperate with such audits and investigations.

16.   BUSINESS CONTINUITY

hCentive shall comply with Optum's business continuity/disaster recovery plan specific to the Project (the "Business Continuity Plan"). At all times during the Term, hCentive will invoke the Business Continuity Plan at Optum's or Customer's direction, or otherwise, when necessary.

17.   ACCESSIBILITY.

17.1.   Compliance with VPATs. If Optum or Customer discovers any defect or deficiency in the functionality or other aspects of the Software or Documentation that are inconsistent with hCentive's applicable VPAT, as such VPAT was provided to Optum, hCentive agrees to promptly correct/remedy such defect or deficiency in the Software or Documentation at no cost to Optum or Customer.

17.2.   Compliance with Commonwealth Standards.

(a)   On or before the Subcontract Accessibility Date, hCentive agrees that all Releases and all related Software Deliverables that are or include End User Software and all related Documentation will comply with the Enterprise Accessibility Standards and interoperate with the environments on the AT/IT List, as each exists on the Effective Date. As of the Effective Date, the Enterprise Accessibility Standards and the AT/IT List are available at http://www.mass.gov/accessibility/.

(b)   When measuring accessibility compliance, hCentive may substitute the World Wide Web Consortium's Web Content Authoring Guidelines, version 2, level AA (the "WCAG2 Standards," available at http://www.w3.org/WAI/intro/weag.php) for the following sections of the Enterprise Accessibility Standards: (i) Section 2, Technical Standards – Applications of the Enterprise Information Technology Accessibility Standards, and (ii) Sections 1 through 5 and Section 8 of the Enterprise Web Accessibility Standards 2.0.

(c)   Prior to commencing any design work with regard to a Software Deliverable, including future Major Releases, hCentive will meet with Optum and Customer to review the Enterprise Accessibility Standards, the AT/IT List, and any accessibility guidance provided by Customer and the AAC, as defined below, in order to discuss their impact on the design process.

17.3.   Training and Documentation. hCentive shall coordinate with Optum and the AAC in the identification of all prospective attendees at any training provided by hCentive who require disability accommodation, and shall cooperate with Optum and Customer in the provision of such accommodation. hCentive shall work with Optum to develop the training strategy, approach and materials with which Customer and Optum will execute the end user training. All end user Documentation and any additional training material delivered under this Agreement that specify mouse commands shall also include alternative keyboard commands wherever a mouse command is specified. All online training shall be accessible. Any Documentation that is a Customer Owned Deliverable shall be in an agreed-upon editable format.

17.4. __Testing__. Accessibility testing must be incorporated as part of hCentive's overall quality assurance process. Prior to delivering any Release or any Software Deliverable that is or includes End User Software and all related Documentation to Optum, hCentive shall test for accessibility routinely and regularly, including during any or all of unit testing, integration testing, Final Acceptance and System testing. hCentive must test all Releases and all Software Deliverables that are or include End User Software and all related Documentation against the Enterprise Accessibility Standards for interoperability with the AT/IT List. At the time such Release and all the related Software Deliverables are delivered to Optum, hCentive must deliver the results of all related accessibility testing.

17.5. __Accessibility Test Results and Waivers__. hCentive represents that it has submitted to Optum prior to the Effective Date the VPAT for all Releases and all related Software Deliverables that are or include End User Software and all related Documentation to be delivered hereunder, or with respect to such Software for which hCentive does not have sufficiently detailed VPATs, all alternative accessibility testing information or test results related to such Release and all related Software Deliverables and all related Documentation. In the event that Optum or Customer determines that any Release or any of the related Software Deliverables present accessibility issues that cause the Release or any of the related Software Deliverables delivered hereunder to fail to meet the Enterprise Accessibility Standards or fail to interoperate with the AT/IT List, hCentive shall cooperate with Customer and Optum on a mitigation plan acceptable to Customer to bring such Release and all related Software Deliverables that are or include End User Software and all related Documentation into compliance on or prior to the Subcontract Accessibility Date.

17.6. __Accessibility Testing Vendor__. A third party accessibility testing contractor engaged by Customer (an "Accessibility Testing Vendor") or accessibility testing vendors hired by Optum, may test each Release and all related Software Deliverables that are or include End User Software and all related Documentation against the Enterprise Accessibility Standards and for interoperability with the environments set forth in the AT/IT List. hCentive shall cooperate with the Accessibility Testing Vendor and other accessibility testing vendors hired by Optum, if any, to permit the Accessibility Testing Vendor and other testers full access to the Software Deliverables for this purpose.

17.7. __Accessibility Advisory Committee__. hCentive will collaborate with Optum and Customer and communicate throughout the Project with and among the Accessibility Testing Vendor and other accessibility testing vendors, as well as the Accessibility Advisory Committee ("AAC"). The AAC, which shall be comprised of at least one representative from each of Optum, Customer and certain agencies of the Commonwealth designated by Customer, which may include, without limitation, the Massachusetts Office on Disability, Executive Department disability coordinators, Massachusetts Rehabilitation Commission, Massachusetts Commission for the Blind and Massachusetts Commission on the Deaf and Hard of Hearing, shall meet during the Project. The purpose of such meetings shall be to discuss any questions relating to accessibility testing or any other accessibility requirements and to ensure that any concerns raised by a member of the AAC or a third party regarding accessibility of the Software are discussed, identified and addressed.

17.8. __Prioritization and Remediation of Accessibility Defects__.

(a) Prior to the Subcontract Accessibility Date, hCentive shall perform, at hCentive's expense, and be responsible for internal accessibility testing of all releases and software

Deliverables that are or include End User Software, and all related Documentation. Thereafter, hCentive shall provide such Deliverables to Optum, and Optum shall perform testing, at Optum's expense, including without limitation, third party accessibility testing, in accordance with Optum's obligations under the Prime Contract. Unless otherwise agreed to by Optum and Customer, hCentive shall remediate all accessibility defects identified prior to the Subcontract Accessibility Date, hCentive shall send to Optum on or before the Subcontract Accessibility Date a letter and results from hCentive's tests demonstrating that all Software Deliverables and all related Documentation are 100% compliant with the Enterprise Accessibility Standards and interoperate with the environments on the AT/IT List.

(b) Additional accessibility testing will be completed by the Customer upon delivery of all Releases and Software Deliverables to the Customer. If and to the extent any accessibility defects are identified, a list of accessibility defects with regard to each Release and all related Software Deliverables that are or include End User Software and all related Documentation shall be developed by Optum and Customer, with input from hCentive. Working with the AAC, the Accessibility Testing Vendor, other accessibility testing vendors, and hCentive, Optum and Customer shall prioritize such defects.

(c) hCentive shall be responsible for curing, at no cost to Optum or Customer, all additional accessibility defects in all Releases and all related Software Deliverables that are or include End User Software and all related Documentation that are identified by Customer as a result of Customer's accessibility testing. hCentive will address the most severe defects first as such defects have been prioritized by Optum and Customer working with the AAC and the Accessibility Testing Vendor. Such cure of accessibility defects is required on or prior to the Subcontract Accessibility Date. Curing of such defects may require, among other things, writing new source code, shutting off inaccessible features, providing users with Third Party Software in addition to their assistive technology or providing disabled users with an alternative pathway to the inaccessible feature or the business process it automates.

(d) hCentive shall collaborate with Optum, Customer, the AAC, and the Accessibility Testing Vendor and other accessibility testing vendors to resolve those accessibility defects in all Releases and all related Software Deliverables that are or include End User Software and all related Documentation, related to interoperability with the environment listed on the AT/IT List.

17.9. Updated VPATs. hCentive shall provide an updated VPAT for all Major Releases delivered during the Term and shall comply with each accessibility statement contained therein.

17.10. Breach of Accessibility Obligations. Failure to meet the obligations set forth in this Article 17 of Part II of this Exhibit A shall be considered a material breach of this Agreement and a breach of the warranties set forth in Sections 2.1 (p), (q) and (r) of the Agreement.

18.   REPOSITORY. hCentive acknowledges that Optum has obligations to submit Project materials and documentation into Customer's repository. hCentive hereby agrees that it shall provide Optum with the following: (a) Project schedules, Statements of Work and related documentation, Project plans, status reports, Change Orders, organization charts, meeting agendas and minutes and all other Project management and governance documents; (b) all Documentation Deliverables (including all current drafts); (c) object code and Source Materials for all Software Deliverables other than the the hCentive WebInsure State licensed under the Software License Agreement and (d) other materials that Optum or Customer reasonably requests (collectively, "Repository Materials"). hCentive will ensure the Repository Materials

are current. HCentive shall identify to Customer any Personnel who require access to the Repository. Optum shall promptly provide notice to hCentive if Optum believes hCentive is not meeting its obligations under this Section.

19. **GENERAL PROVISIONS**.

19.1. Publicity. hCentive shall not use Optum's or Customer's name or refer to Optum or Customer directly or indirectly in any marketing tool, media release, public announcement or public disclosure relating to this Agreement, including in any promotional or marketing materials, web sites, customer lists, referral lists or business presentations, without the prior written consent of Optum and/or Customer. hCentive must notify Optum promptly, to the extent permitted by law, of any law enforcement or investigative agency inquiry about this Agreement. Under no circumstances shall hCentive make use of the Commonwealth's seal without permission of Customer. hCentive shall not release, make or issue any such public statement or announcement relating to or arising from the Services of this Agreement without the prior written consent of Optum (which will only be given if Customer provides such approval).

19.2. Substitutions. During the Term, hCentive is not authorized to substitute any item for any Software or Documentation identified in this Agreement as being ordered without the prior written consent of Optum.

19.3. Cooperation. hCentive will reasonably cooperate with Optum and Customer in taking actions and executing documents as appropriate to achieve the objectives of this Agreement and the Project.

19.4. Open Source. hCentive will not incorporate any Open Source components into, or combine Open Source components with, any Software Deliverable without permission from Optum and then only in a manner that would not subject the Software to a requirement that the source code be made publicly available. hCentive is in compliance with all Open Source licenses governing all Open Source that is embedded or incorporated in Software Deliverables, and shall provide a copy of or link to each such license to Optum for review. Only that Open Source set forth on Attachment 2 to this Exhibit A is embedded or incorporated in the Software.

19.5. Rights and Remedies. Both Parties have entered into this Agreement with the understanding that the Services are critical to Customer's operations. Consequently, both Parties shall seek to perform their duties in a timely and efficient manner in accordance with all of the terms of this Agreement to allow timely and successful performance of the Services. Each party shall have the rights and remedies set forth in this Agreement and at law, equity and statute to address performance and performance related issues including those related to the delivery of the Services, Deliverables, and warranty, maintenance or support services. Specific remedies set forth in this Agreement for specific failures shall be cumulative and shall not be exclusive of other rights or remedies available to the Party alleging breach whether such other remedies are provided at law, equity or statute. For purposes of clarity, assessment of liquidated damages and Holdback retention in accordance with Section 1.6 of Part III of this Exhibit A shall be without prejudice to any rights or remedies that hCentive or Optum may have under this Agreement, at law or in equity. In the event that Optum elects to seek actual damages related to the same events for which liquidated damages were assessed and paid or credited and/or Holdback Amounts were retained, any damages award in connection therewith shall be reduced by the amount of such liquidated damages or Holdback Amounts.

19.6 **Support and Training.**

(a)   Warranty Support Obligations. hCentive shall perform the Warranty Support Obligations as set forth in each applicable Statement of Work, if any. hCentive will provide the Warranty Support Obligations at no additional charge to Optum. During the Warranty Period, hCentive shall provide Client with a copy of all Source Materials for any fixes and modifications made to a Client Owned Deliverable to Resolve a Nonconformity.

(b)   Training. hCentive shall provide to Optum, in accordance with the applicable Statement of Work and at Customer locations in the Commonwealth as identified by Customer, the knowledge transfer, training and on-site support related to the Deliverables and the completed Systems as set forth in the applicable Statements of Work.

(c)   Knowledge Transfer. It is expressly understood by hCentive and Optum that Customer plans to support and maintain each System and other Deliverables without hCentive's or Optum's assistance after termination of this Agreement, and therefore wants to obtain extensive knowledge concerning the development, operation, and support and maintenance of each System from hCentive and Optum so that Customer is able to perform these activities without the assistance of hCentive or Optum. hCentive shall provide knowledgeable and skilled Personnel to provide knowledge transfer Services during the Term, as set forth in the applicable Task Order(s). hCentive shall provide training classes as specified in the Statement of Work(s) to Customer employees who will be responsible for supporting and maintaining the System(s). As included in any Statement of Work(s), before this training begins, hCentive shall provide a syllabus to Optum identifying the subject matter and objectives to be covered by the training. In addition, hCentive will provide Documentation that will assist Customer in supporting and maintaining the System(s), in accordance with the Requirements of the applicable Task Order.

III.   TERMS APPLICABLE TO FP STATEMENTS OF WORK AND FP CHANGE ORDERS

The following terms and provisions are only applicable to FP Statements of Work and FP Change Orders. The following terms and provisions shall apply unless otherwise explicitly set forth in a Statement of Work.

1.   DELIVERY; EVALUATION AND ACCEPTANCE.

1.1.   Acceptance Criteria. Optum and Customer shall develop objective Acceptance Criteria that are based upon and include the applicable requirements for each Deliverable to be provided by hCentive under this Agreement as well as the Systems into which Deliverables delivered hereunder will become a part. These objective Acceptance Criteria shall be incorporated into the applicable Statements of Work. hCentive and Optum agree that additional quality review processes and additional quality Acceptance Criteria to be applied to specific Deliverables may be mutually agreed to by the Parties and set forth in the applicable Statement of Work.

1.2.   Acceptance Process.

(a)   hCentive shall deliver to Optum the applicable Deliverable in accordance with the Statement of Work Schedule. All Deliverable dates set forth in the Statement of Work Schedule

are firm dates and may only be changed by the mutual agreement of the Parties in writing. Optum shall Evaluate such Deliverable in accordance with the timing prescribed in the applicable Statement of Work Schedule or otherwise agreed in writing by the Parties, and indicate in writing to hCentive either: (i) its Acceptance of such Deliverable; or (ii) its rejection of such Deliverable, setting out in reasonable detail the Nonconformities that constitute the basis for rejection. If no such timing is set forth in the Statement of Work, the timing set forth in Section 1.3 of this Part III of this Exhibit A shall apply. If Optum (or Customer after delivery to Customer) rejects the Deliverable, hCentive will Resolve all Nonconformities identified as the basis for rejection within the timeframes specified in the Statement of Work or, alternatively, set forth below in Section 1.3 of Part III of this Exhibit A and re-deliver the revised Deliverable to Optum within the timeframes specified in in the Statement of Work or, alternatively, set forth below in Section 1.3 of Part III of this Exhibit A. In some cases, Acceptance by Optum will be simultaneous with Customer's Acceptance. In other cases, after Acceptance by Optum, each Deliverable shall be provided to Customer for Customer's Evaluation. If Customer or Optum rejects the Deliverable, hCentive will Resolve all Nonconformities identified as the basis for rejection within the timeframes specified in the Statement of Work, or, alternatively, set forth in Section 1.3 of Part III of this Exhibit A and re-deliver the revised Deliverable to Optum within the timeframes specified in the Statement of Work, or, alternatively, set forth in Section 1.3 of Part III of this Exhibit A. For purposes of Resolution of Nonconformities, a workaround will not be considered a Resolution of a Nonconformity unless agreed to in writing by Optum.

(b)   In the event that Customer or Optum rejects a Deliverable and, after such rejection but before Acceptance of such Deliverable, Customer or Optum identifies additional Nonconformities in such Deliverable that were not previously identified as the basis for rejection and were not caused by or made apparent through the Resolution of the Nonconformities previously identified as the basis for rejection, such additional Nonconformities shall not be the basis for rejection of such Deliverable, provided that: (i) hCentive shall nevertheless be required to Resolve such additional Nonconformities without additional cost to Optum; and (ii) Optum may establish a reasonable timeline within which any such additional Nonconformities must be Resolved by hCentive. Following such re-delivery by hCentive, Optum and Customer shall Evaluate the revised Deliverable in accordance with the process identified in this Section 1.2.

(c)   If any Nonconformity arises in previously accepted Deliverables that is caused by a subsequent Deliverable or becomes apparent because of the subsequent Deliverable, and prevents any such Deliverables from conforming to the relevant Acceptance Criteria, the subsequent Deliverable will not be Accepted by Optum and Customer until the Nonconformities in such Deliverable and in the previously Accepted Deliverables are Resolved as set forth in this Section 1.2. The conclusion of any period of Evaluation and Acceptance of a Deliverable will not relieve hCentive of its obligation to Resolve identified Nonconformities in accordance with this Agreement or as otherwise agreed to by the Parties in the applicable Statement of Work.

(d)   When all Nonconformities that constituted the basis for rejection have been Resolved by hCentive, or Optum agrees in writing that any of such Nonconformities will be Resolved at a later date, Optum shall provide hCentive with written notice of Acceptance of such Deliverable; provided that hCentive shall be obligated to Resolve all Nonconformities with respect to each Deliverable remaining, pursuant to the terms of this Section 1.2, as of the date of such Acceptance, within the Warranty Period for such Deliverable, based upon a Resolution schedule to be provided by Optum and adhered to by hCentive.

(e)   <u>Software Deliverables</u>.   Each Statement of Work will set forth Acceptance Criteria for Software Deliverables. In the event that a specific Evaluation and Acceptance process is not set forth with respect to any particular Software Deliverable, such Software Deliverable shall be Evaluated and Accepted in accordance with this Section 1.2(e).

   (i)   *Test and Refine*.   hCentive shall test and refine each Software Deliverable in accordance with objective criteria mutually agreed to and set forth in the applicable Statement of Work.   Prior to submission of a Software Deliverable to Optum for Acceptance, the parties will schedule and undertake a pre-production (but post-build/implementation) testing period in accordance with pre-production testing criteria mutually agreed to by the parties.   Following completion of such pre-production testing, each Software Deliverable shall be Evaluated in accordance with the Acceptance procedures set forth in below.

   (ii)   *Acceptance Testing*.   With respect to any Software Deliverable, (1) hCentive shall deliver (or, as applicable, provide access to) the Deliverable to Optum and Customer for Evaluation and (2) Optum and Customer shall Evaluate the Deliverable in accordance with the applicable Acceptance Criteria set forth in the applicable Statement of Work, and indicate in writing to hCentive either (A) Acceptance of the Software Deliverable or (B) rejection of the Software Deliverable, in which case Optum will also identify the Nonconformities of the Software Deliverable in reasonable detail that are the basis for rejection.   Unless otherwise agreed to by the parties in the applicable Statement of Work or otherwise in writing, if the Software Deliverable is rejected, hCentive shall Resolve all Severity Level 1 Nonconformities, Severity Level 2 Nonconformities and Severity Level 3 Nonconformities and all agreed upon Severity Level 4 Nonconformities as are identified in the Statement of Work for Resolution prior to Acceptance, and redeliver the Deliverable to Optum and Customer for Evaluation. hCentive may implement a Workaround to Resolve such Nonconformities for Acceptance in accordance with the Acceptance Criteria; provided, however, that unless Customer has agreed in writing that the Workaround may constitute a permanent Resolution of a Nonconformity, the Nonconformity must be Resolved prior to the end of the Warranty Period for the applicable System.   Upon such redelivery, Optum and Customer shall Evaluate the Deliverable anew in accordance with this Section 8.4.   Acceptance of any Software Deliverable is subject to hCentive's Resolution of such Nonconformities in accordance with this Section.   If any Nonconformity arises in previously accepted Software Deliverables that is caused by a subsequent Software Deliverable or becomes apparent because of the subsequent Software Deliverable, and prevents any such Software Deliverables (including a System as a whole) from conforming to the relevant Acceptance Criteria, the subsequent Software Deliverable will not be Accepted until the Nonconformities in such Software Deliverable and in the previously Accepted Software Deliverables are Resolved as set forth above.   Notwithstanding the foregoing, the conclusion of any Evaluation Period, Acceptance or Final

Acceptance will not relieve hCentive of its obligation to Resolve identified Nonconformities in accordance with this Agreement or as otherwise agreed to by the parties in the applicable Task Order.

(f)   After a completed System has been delivered to Customer for Evaluation and Final Acceptance, including Software Deliverables delivered under this Agreement, Customer will Evaluate the entire System as a whole when operating that System under full production conditions in Final Acceptance testing. At no additional cost to Optum, hCentive will Resolve any Nonconformities in Software Deliverables delivered under this Agreement that are identified by Customer in such Final Acceptance testing in accordance with the timing set forth in an applicable Statement of Work or, alternatively, in accordance with Section 1.3 of Part III of this Exhibit A.

1.3.   Timing. The Acceptance Process with respect to each Deliverable shall be performed within the Evaluation Period prescribed in the applicable Statement of Work; provided that in the case of any Deliverable for which no Evaluation Period is prescribed in the applicable Statement of Work, (i) Evaluation of any Deliverable shall be ten (10) Business Days from the date of delivery provided, however, that the Parties may agree to extend the Evaluation Period for up to twenty (20) Business Days from the date of delivery for significant or complex Deliverables, and provided further that, unless otherwise set forth in the applicable Statement of Work, the Evaluation Period for Final Acceptance of a Software Deliverable that is included in a System shall be no less than one hundred and twenty (120) days including no less than [ninety (90) days] of Production use of each of the Systems; and (ii) the fix/redelivery/re-performance period shall be five (5) Business Days from the date of receipt of notice of rejection unless Optum agrees in writing to a longer period. If at the end of any Evaluation Period or re-Evaluation Period, Optum shall not have issued either an Acceptance or a notice of Nonconformities, the Deliverable will be deemed not Accepted.

1.4.   Delays.

(a)   hCentive Delays. hCentive agrees to timely deliver each Deliverable and meet each Critical Milestone Date, Milestone Date and Deliverable date set forth in each Statement of Work. hCentive will meet all other dates set forth in each Statement of Work Schedule, and will inform Optum as promptly as reasonably possible regarding any anticipated delays.

(b)   Excused Delays. In the event of an Excused Delay, hCentive shall continue performance as expeditiously as possible under the circumstances. Should the circumstance causing the Excused Delay cause an increase in the cost of performance, hCentive may submit a request for a Change Order pursuant to Section 4.3 of Part II of this Exhibit A. hCentive shall not be responsible for failure to timely meet a Critical Milestone Date, Milestone Date, Deliverable date or other delivery date or timeline set forth in a Statement of Work Schedule (or breach to the extent resulting therefrom) due to an Excused Delay to the extent and for so long as such Excused Delay is the cause of such failure to meet the applicable date or timeline. hCentive will make a good faith effort to timely bring to Optum's attention any other circumstances of which it becomes aware that may cause an Excused Delay.

1.5.   Effect of Production Use by Customer. Production use by Optum or Customer of any Deliverable does not constitute Acceptance by Optum or Customer with respect to such Deliverable.

1.6. **Liquidated Damages.**

(a) If hCentive fails to deliver a Documentation Deliverable set forth in a Statement of Work on the applicable delivery date pursuant to the terms of this Agreement or applicable Statement of Work, and such failure is not an Excused Delay, then Optum may elect to receive from hCentive, with respect to such delay, a percentage of the amount that Optum must pay Customer for liquidated damages. For Documentation Deliverables where hCentive is listed as a minor contributor in the applicable Statement of Work, hCentive shall be responsible for 10% of the amount that Optum is required to pay Customer for liquidated damages. For Documentation Deliverables where hCentive is listed as a co-contributor in the applicable Statement of Work, hCentive shall be responsible for 50% of the amount that Optum is required to pay Customer for liquidated damages. For Documentation Deliverables where hCentive is listed as the primary contributor in the applicable Statement of Work, hCentive shall be responsible for 100% of the amount that Optum is required to pay Customer for liquidated damages.

(b) For purposes of clarity, assessment of liquidated damages in accordance with this Section 1.6 shall be without prejudice to any rights or remedies that Optum or hCentive may have under this Agreement, at law or in equity.

1.7. **Scope Details: System Requirements and Project Phases.**

(a) Unless otherwise expressly set forth in a Task Order, the provisions of this Section 1.7 shall apply only to FP Task Orders.

(b) Contractor will perform the Services for each System in accordance with such Statement of Work, including delivering the Deliverables set forth in the Statement of Work.

(d) Unless otherwise expressly set forth in a Statement of Work: (i) hCentive will use a phased/modular implementation approach to the development of each System to be delivered, with each implementation phase supporting a particular function and/or adding to functionality developed in a previous phase; and (ii) hCentive must identify "quick hit" functionality(ies) to show progress towards goals, and with regard to New HIX/IES, with an implemented solution available by the Mandatory Go Live Date for a System.

(e) Detailed Requirements for a System will be set forth in the respective Statement of Work.

(f) hCentive shall maintain and update a Bug List for each System throughout the Term of each respective Statement of Work and make the then-current Bug List for each System available to Customer upon Customer's request during the Term of each respective Statement of Work.

Attachment 1

<u>Open Source</u>

OPEN SOURCE COMPONENTS

Open Source Component	Open Source License	Link	Distributed
Apache	Apache	http://www.apache.org/licenses/LICENSE-2.0.html	Required Software, not distributed
JBoss Application Server	GNU Lesser General Public License	http://jbossas.jboss.org/	Required Software, not distributed
Spring framework	Apache	https://github.com/spring-projects/spring-framework	Included
Spring MVC	Apache	https://github.com/spring-projects/spring-framework	Included
Hibernate	LGPL	http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html	Included
Spring-Webservices	Apache	http://projects.spring.io/spring-ws/	Included
Spring-Security	Apache	http://projects.spring.io/spring-security/	Included
ehCache	Apache	http://ehcache.org/about/license	Included
Spring Batch	Apache	http://projects.spring.io/spring-batch/	Included
jQuery	MIT	https://jquery.org/license/	Included
Apache POI	Apache	http://poi.apache.org/	Included
Drools	Apache	http://www.drools.org/	Community version Included (Enterprise version recommended for Production)
slf4j/logback	MIT/EPL+LGPL	http://www.slf4j.org/ http://logback.qos.ch/license.html	Included
Maven	Apache	http://maven.apache.org/	Not included, Used only for build Management
Ubuntu	Custom	http://www.ubuntu.com/	Optional (other OSes are also supported) Software, not distributed
JBoss Fuse	Apache 2.0	http://www.jboss.org/products/fuse/overview/	Required Software, not distributed
Dozer (5.4.0)	Apache 2.0	http://dozer.sourceforge.net/license.html	Included
Spring WS	Apache 2.0	http://docs.spring.io/spring-ws/site/license.html	Included
Jasypt	Apache 2.0	http://www.jasypt.org/license.html	Included
Apache FOP	Apache 2.0	http://xmlgraphics.apache.org/fop/license.html	Included
Apache PDFBox	Apache 2.0	https://pdfbox.apache.org/	Included
Opencsv	Apache 2.0	http://opencsv.sourceforge.net/license.html	Included
Xstream	open source BSD license	http://xstream.codehaus.org/license.html	Included
Guava	Apache 2.0	https://code.google.com/p/guava-libraries/	Included
recaptcha4j	Apache 2.0	https://code.google.com/p/recaptcha4j/	Included
quartz-scheduler	Apache 2.0	http://quartz-scheduler.org/overview/license-and-copyright	Included

Open Source	Open Source	Link	Distributed

Component	License		
Apache	Apache	http://www.apache.org/licenses/LICENSE-2.0.html	Required Software, not distributed
JBoss Application Server	GNU Lesser General Public License	http://jbossas.jboss.org/	Required Software, not distributed
Spring framework	Apache	https://github.com/spring-projects/spring-framework	Included
Spring MVC	Apache	https://github.com/spring-projects/spring-framework	Included
Hibernate	LGPL	http://www.gnu.org/licenses/old-licenses/lgpl-2.1.html	Included
Spring-Webservices	Apache	http://projects.spring.io/spring-ws/	Included
Spring-Security	Apache	http://projects.spring.io/spring-security/	Included
ehCache	Apache	http://ehcache.org/about/license	Included
Spring Batch	Apache	http://projects.spring.io/spring-batch/	Included
jQuery	MIT	https://jquery.org/license/	Included
Apache POI	Apache	http://poi.apache.org/	Included
Drools	Apache	http://www.drools.org/	Community version Included (Enterprise version recommended for Production)
slf4j/logback	MIT/EPL+LGPL	http://www.slf4j.org/ http://logback.qos.ch/license.html	Included
Maven	Apache	http://maven.apache.org/	Not included, Used only for build Management
Ubuntu	Custom	http://www.ubuntu.com/	Optional (other OSes are also supported) Software, not distributed
JBoss Fuse	Apache 2.0	http://www.jboss.org/products/fuse/overview/	Required Software, not distributed
Dozer (5.4.0)	Apache 2.0	http://dozer.sourceforge.net/license.html	Included
Spring WS	Apache 2.0	http://docs.spring.io/spring-ws/site/license.html	Included
Jasypt	Apache 2.0	http://www.jasypt.org/license.html	Included
Apache FOP	Apache 2.0	http://xmlgraphics.apache.org/fop/license.html	Included
Apache PDFBox	Apache 2.0	https://pdfbox.apache.org/	Included
Opencsv	Apache 2.0	http://opencsv.sourceforge.net/license.html	Included
Xstream	open source BSD license	http://xstream.codehaus.org/license.html	Included
Guava	Apache 2.0	https://code.google.com/p/guava-libraries/	Included
recaptcha4j	Apache 2.0	https://code.google.com/p/recaptcha4j/	Included
quartz-scheduler	Apache 2.0	http://quartz-scheduler.org/overview/license-and-copyright	Included

Exhibit B

Commonwealth Terms and Conditions

hCentive is required to comply with the Commonwealth Terms and Conditions excluding Section 3 (Contractor Payment Mechanism), attached hereto as Exhibit B. For purposes of this Agreement, the Commonwealth Terms and Conditions are incorporated by reference, and the following terms therein shall have the meanings assigned herein:

      (a)   **Contractor** means hCentive.

      (b)   **Contract** means the Agreement, all Statements of Work and all Exhibits and Addendums thereto between hCentive and Optum.

      (c)   **State, the Commonwealth (except in "the Commonwealth Terms and Conditions" and Department** mean Optum, except in the following provisions: Section 3.

COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. *Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.* Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract**.** The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. *Contract Effective Start Date.* Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. *Payments And Compensation.* The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant

to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. *Contractor Payment Mechanism.* All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. *Contract Termination Or Suspension*. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an

COMMONWEALTH TERMS AND CONDITIONS

appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. ___Written Notice___. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. ___Confidentiality___. The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. ___Record-keeping And Retention, Inspection Of Records.___ The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under

Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. ___Assignment.___ The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. ___Subcontracting By Contractor.___ Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. ___Affirmative Action, Non-Discrimination In Hiring And Employment.___ The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex,

COMMONWEALTH TERMS AND CONDITIONS

religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. _Indemnification._ Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. _Waivers_. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. _Risk Of Loss._ The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. _Forum, Choice of Law And Mediation._ Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. _Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration._ Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

COMMONWEALTH TERMS AND CONDITIONS

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth

Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below

CONTRACTOR AUTHORIZED SIGNATORY: _____
<div align="center">(signature)</div>

Print Name: Larry Renfro

Title: CEO, Optum Inc.

Date: 9/__/2014

(Check One):   __X__ Organization   ____ Individual

Full Legal Organization or Individual Name: OptumInsight, Inc.

Doing Business As: Name (If Different):

Tax Identification Number:

Address: 13625 Technology Drive, Eden Prairie, MN 55344

Telephone: 952-833-7100   FAX: 952-833-7201

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS
A "Request for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the***: Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108*** in order to record the filing of this form on the MMARS Contractor File. Contractors are required to execute and file this form only once.

This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): OptumInsight, Inc.	COMMONWEALTH DEPARTMENT NAME: MMARS Department Code:
Legal Address: (W-9, W-4,T&C): 13625 Technology Drive, Eden Prairie, MN 55344	Business Mailing Address:
Contract Manager: Brent Antony	Billing Address (if different):
E-Mail: brent.antony@optum.com	Contract Manager:
Phone: 615-435-0862 | Fax:	E-Mail:
Contractor Vendor Code:	Phone: | Fax:
Vendor Code Address ID (e.g. "AD001"): AD : (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number:

__X__ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only)	__ CONTRACT AMENDMENT Enter Current Contract End Date *Prior* to Amendment: ____, 20___.
__ **Statewide Contract** (OSD or an OSD-designated Department)	Enter **Amendment Amount**: $ _____. (or "no change")
__ **Collective Purchase** (Attach OSD approval, scope, budget)	**AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)**
_X_ **Department Procurement** (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)	__ **Amendment to Scope or Budget** (Attach updated scope and budget)
__ **Emergency Contract** (Attach justification for emergency, scope, budget)	__ **Interim Contract** (Attach justification for Interim Contract and updated scope/budget)
__ **Contract Employee** (Attach Employment Status Form, scope, budget)	__ **Contract Employee** (Attach any updates to scope or budget)
__ **Legislative/Legal or Other**: (Attach authorizing language/justification, scope and budget)	__ **Legislative/Legal or Other:** (Attach authorizing language/justification and updated scope and budget)

COMMONWEALTH TERMS AND CONDITIONS

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

 X Commonwealth Terms and Conditions   __ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

 __ **Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

 X **Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). $ _____.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __ % PPD; Payment issued within 20 days __ % PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: **X** agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)

Under this agreement, Optum will be compensated for the following categories of work performed prior to the date on which this Agreement is executed: Services related to the maintenance, support and modification of the MassHealth Eligibility Platform ("MEP") and Services to integrate other software with the MEP to implement the new MEP; project management, development and testing related to the Federal Facilitated Marketplace; Services to support the Commonwealth Care Alliance ("CCA"); and other related Services including business operations and knowledge transfer activities.

Optum will be compensated for the following categories of work on a going forward basis: Services to configure and implement a new health insurance exchange system (New HIX/IES); to provide on-going maintenance and support of MEP; and to support CCA as well as other related Services including but not limited to business operations and knowledge transfer.

COMMONWEALTH TERMS AND CONDITIONS

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

__ 1. may be incurred as of the Effective Date (latest signature date below) and **no** obligations have been incurred **prior** to the Effective Date.

__ 2. may be incurred as of _____, 20____, a date **LATER** than the Effective Date below and **no** obligations have been incurred **prior** to the Effective Date**.**

_X_ 3. were incurred on or about ____**Feb 9**__, 20__**14**__ , a date **PRIOR** to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of ____**June 30**____, 20____**17,** with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the **"Effective Date"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
X: Date: _____. **(Signature and Date Must Be Handwritten At Time of Signature)**	**X:** _____. **Date:**_____. **(Signature and Date Must Be Handwritten At Time of Signature)**
Print Name: Larry Renfro **Print Title: CEO, Optum Inc.**	**Print** _____ **Name:** ___. **Print** _____ **Title:**

COMMONWEALTH TERMS AND CONDITIONS

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) **and** the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS **Vendor Code** assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or

received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

COMMONWEALTH TERMS AND CONDITIONS

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks"

COMMONWEALTH TERMS AND CONDITIONS

exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to

COMMONWEALTH TERMS AND CONDITIONS

the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date**: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is**

COMMONWEALTH TERMS AND CONDITIONS

not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable**. Proof of Contractor signature authorization on a** Contractor Authorized Signatory Listing **may be required by the Department if not already on file.**

Contractor Name /Title: **The Contractor Authorized Signatory's name and title must appear legibly as it appears on the** Contractor Authorized Signatory Listing**.**

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: **Enter the Authorized Signatory's name and title legibly**.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the **"**Effective Date**"** of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership RIghts. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or

COMMONWEALTH TERMS AND CONDITIONS

frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c.30, § 39R, G.L. c.149, § 27C, G.L. c.149, § 44C, G.L. c.149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is

COMMONWEALTH TERMS AND CONDITIONS

intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing **at least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (Client) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall

COMMONWEALTH TERMS AND CONDITIONS

provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c.153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Oppurtunity (EEO) Laws the Americans with Disabilities Act,; 42 U.S.C Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16. s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G. L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to

COMMONWEALTH TERMS AND CONDITIONS

repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in

COMMONWEALTH TERMS AND CONDITIONS

subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department

agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies.** Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions

COMMONWEALTH TERMS AND CONDITIONS

shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

Exhibit C

<u>Commonwealth Standard Contract Form</u>

hCentive is required to comply with the Commonwealth Standard Contract Form, attached hereto as Exhibit C. For purposes of this Agreement, the Commonwealth Standard Contract Form is incorporated by reference, and the following terms therein shall have the meanings assigned herein:

        (a)   **<u>Contractor</u>** means hCentive.

        (b)   **<u>Contract</u>** means the Agreement, all Statements of Work and all Exhibits and Addendums thereto between hCentive and Optum.

        (c)   **<u>State, the Commonwealth (except in "the Commonwealth of Massachusetts – Standard Contract Form" and Department</u>** means Optum.

Commonwealth Terms and Conditions; Standard Contract Form; Standard Forms

1.   Commonwealth Terms and Conditions

2.   Commonwealth Standard Contract Form

3.   Other Applicable Standard Forms

        A.   RFR Required Specifications for Information Technology

        B.   W-9 Form

        C.   Contractor Authorized Signatory Listing

        D.   OSD Supplier Diversity Policy

        E.   Supplier Diversity Form 1 – Plan Commitment

        F.   Supplier Diversity Form 2 – Declaration of SDP Partner(s)

        G.   Supplier Diversity Form 3 – Spending Report

OPERATIONAL SERVICES DIVISION
RFR - REQUIRED SPECIFICATIONS FOR INFORMATION TECHNOLOGY

Refresh Date: August 13, 2007

<u>Information Technology.</u> *Required for Information Technology contracts.* All IT systems and applications developed by, or for Executive department agencies or operating within the Massachusetts Access to Government Network (MAGNet), must conform with the Enterprise Information Technology Policies, Standards and Procedures promulgated by the Commonwealth's CIO. Non-conforming IT systems cannot be deployed unless the purchasing agency and their contractor have jointly applied for and received in writing from the Commonwealth's CIO or his designee, notice that a specified deviation will be permitted. The Enterprise Information Technology <u>Policies, Standards and Guidance</u>, with the exception of the Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards, are available at mass.gov/itd. The Enterprise Public Access Policy For e-Government Applications and the Enterprise Public Access For e-Government Applications Standards are available in hard copy from the purchasing agency. Purchasing agencies may also obtain a current copy of these documents, on behalf of their contractor, by contacting the Information Technology Division's CommonHelp group at <u>commhelp@state.ma.us</u> or 1 (866) 888-2808.

Please Note: Given the pace of information technology innovation, purchasing agencies and their contractors are encouraged to contact the Information Technology Division's CommonHelp group at <u>commhelp@state.ma.us</u> or 1 (866) 888-2808 to signal a system or application design and development initiative. Such advance notice helps to ensure conformance with the relevant Enterprise Technology Policies, Standards and Procedures.

Contractor delivery of IT systems and applications that fail to conform to the Commonwealth's Enterprise Information Technology Policies, Standards and Procedures, absent the Commonwealth CIO's grant of written permission for a deviation, shall constitute breach of any contract entered as a result of this Request for Response and any subsequent Request for Quotes. The Commonwealth may choose to require the contractor, at his own cost, to re-engineer the non-conforming system for the purpose of bringing it into compliance with Commonwealth Enterprise Information Technology Policies, Standards and Procedures.

<u>Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions.</u> *Required for the following object codes within the "Expenditure Classification Handbook" as issued by the Office of the Comptroller:*

OBJECT CODE	TITLE
U01	TELECOMMUNICATION SERVICES DATA
U02	TELECOMMUNICATION SERVICES VOICE
U03	SOFTWARE AND INFORMATION TECHNOLOGY (IT) LICENSES
U04	INFORMATION TECHNOLOGY (IT) CHARGEBACK
U05	INFORMATION TECHNOLOGY (IT) PROFESSIONALS
U06	INFORMATION TECHNOLOGY (IT) CABLING
U07	INFORMATION TECHNOLOGY (IT) EQUIPMENT
U08	INFORMATION TECHNOLOGY (IT) EQUIPMENT TELP LEASE-PURCHASE
U09	INFORMATION TECHNOLOGY (IT) EQUIPMENT RENTAL OR LEASE
U10	INFORMATION TECHNOLOGY (IT) EQUIPMENT MAINTENANCE AND REPAIR
U75	ADVANCE ADMINISTRATIVE EXPENSES
U98	REIMBURSEMENT FOR TRAVEL EXPENSES FOT IT PROFESSIONALS

Pursuant to <u>Section 11. Indemnification</u> of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of $100,000, or two times the value of the product or service (as defined in the contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions.

Form **W-9** (Massachusetts Substitute W-9 Form) Rev. April 2009	**Request for Taxpayer Identification Number and Certification**	**Completed form should be given to the requesting department or the department you are currently doing business with.**

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Check the appropriate box**:** ☐ Individual/Sole proprietor   ☐ Corporation   ☐ Partnership   ☐ Other ▶ ---

Legal Address: number, street, and apt. or suite no.	**Remittance Address**: if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # (   )   Fax # (   )   Email address:

Part I   Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2**. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
▮▮▮▮▮▮▮▮▮
DUNS
☐☐☐☐☐☐☐☐☐

Part II   Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**

2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**

3. I am an U.S. person (including an U.S. resident alien).

4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, **in compliance with** the State Ethics Commission **requirements.**

Certification instructions: You must cross out item **2** above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item **2** does not apply.

Sign Here	**Authorized Signature** ▶	**Date** ▶

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

   Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).

2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515**, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

   If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or

2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line**. Enter the LLC's name on the "Business name" line.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an **LLC** that is **disregarded as an entity** (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: *See the chart on this page for further clarification of name and TIN combinations.*

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get **Form SS-5**, Application for a Social Security Card, from your local Social Security Administration office. Get **Form W-7**, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or **Form SS-4**, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS's Internet Web Site **www.irs.gov**.

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: *Writing "Applied For" means that you have already applied for a TIN **or** that you intend to apply for one soon.*

Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whole TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

Dunn and Bradstreet Universal Numbering System (DUNS) number requirement –
The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at /www.ccr.gov . Any entity that does not have a DUNS number can apply for one on-line at http://www.dnb.com under the DNB D-U-N Number Tab.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship	The owner [3]

For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller. (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING
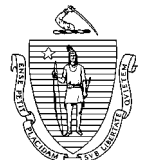
CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

_____   Date:
　　　　　Signature

Title:　　　　　　　　　Telephone:

Fax:　　　　　　　　　Email:

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X_____
Signature as it will appear on contract or other document (**Complete only in presence of notary**):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 _____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

_____, 20 _____.

AFFIX CORPORATE SEAL

THE COMMONWEALTH OF MASSACHUSETTS
Executive Office for Administration and Finance
OPERATIONAL SERVICES DIVISION
One Ashburton Place, Suite 1017
Boston, MA 02108-1552

Deval L. Patrick
Governor

Glen Shor
Secretary

OPERATIONAL SERVICES DIVISION

Gary J. Lambert
Assistant Secretary for Operational Services

To: Secretariat and Agency Chief Procurement Officers, Supplier Diversity Officers

Cc: Agency Heads, General Counsels, Chief Financial Officers

From: Gary Lambert, Assistant Secretary for Operational Services

Date: September 13, 2013

RE: **Changes to Supplier Diversity Program Policies and Plan Effective October 1, 2013.**

Executive Summary

The purpose of this Memorandum is to inform you of changes concerning the Supplier Diversity Program ("SDP") Policies and Plan that will become effective for solicitations issued on or after October 1, 2013. These changes are intended to (1) streamline the bidding process by requiring selection of a Certified Partner only by those bidders that are awarded contracts, (2) simplify the bidding and bidder evaluation processes by only requiring bidders to submit and procurement teams to evaluate a percentage of sales commitment, (3) expand eligible vendors in the Supplier Diversity Program Plan to include Service-Disabled Veteran-Owned Business Enterprises, (4) eliminate the requirement for vendors to select a specific category in which SDP spend will occur, and (5) require submission of the SDP Plan Form identifying Certified Partner(s) after contract award.

In accordance with these changes, OSD has developed new SDP forms: (1) SDP Form 1 (SDP Plan Commitment), to be submitted with bid responses, will identify bidder's proposed percentage of sales commitment; (2) SDP Form 2 (Declaration of SDP Partners), to be submitted no later than 30 days after contract execution by successful bidders, will identify bidder's known SDP Partners; and (3) SDP Form 3 (SDP Spending Report), will be used for purposes of SDP compliance reporting.

Background

Executive Order No. 524, Establishing the Massachusetts Supplier Diversity Program, states as a policy of the Commonwealth the promotion of "equity of opportunity in state contracting; and, to that end, [to] encourage full participation of minority and women owned businesses in all areas of state contracting."

Executive Order No. 533 directed the Operational Services Division ("OSD") to "[i]nvestigate opportunities to standardize and streamline the Commonwealth's procurement processes both within OSD and the Executive Department in order to simplify the process for state agency procurement staff when conducting the procurements, for public entity purchasing staff when using the contracts and for interested bidders when bidding on the procurements…."

More recently, Executive Order No. 546 established the Service-Disabled Veteran Owned Business Enterprise Program ("SDVOBE Program"), which is designed to promote access and equity of opportunity to Commonwealth business opportunities to SDVOBE qualifying businesses.

Consistent with these directives, OSD has modified the SDP Policies and Plan requirements, as described below.

SDP Applicability

A Supplier Diversity Program (SDP) Plan is required for large procurements. No contract will be awarded to a bidder without a strong SDP Plan containing measurable commitments with certified vendors, barring any documented extenuating circumstances. All contract awardees, regardless of their certification status, are required to submit a completed SDP Plan Form, which can be found on the OSD Forms link on OSD's website, as part of their response for evaluation. Although strongly encouraged for small procurements, the submission of an SDP Plan is mandated only for large procurements, defined as $150,000 and over. It is required that Supplier Diversity Program (SDP) participation accounts for no less than 10% of the total points in the evaluation.

SDP Requirements by procurement size:

	Small Procurement ($10,000 to $150,000)	**Large Procurement ($150,000 or more)**
Distribution	Exclusively distributed via posting on Comm-PASS	
Notification	While notification can be made to all businesses (small and large) that subscribe to a specific Comm-PASS category, the Department should give notice of its intent to award a contract to an SBPP-eligible bidder.	No additional requirements beyond posting on Comm-PASS.
Supplier Diversity Program Plan	Encouraged	Required
Written Response	**Unsealed:** Department may accept email, fax, postal delivery, personal delivery or online via Comm-PASS.	**Sealed:** Must accept either by postal and hand delivery OR online via Comm-PASS.
Evaluation	Evaluate all submissions using best value criteria. However, if no SBPP bidder bids or there are none that meet the Department's requirements, then may award to non-SBPP bidder.	SDP Plan must be evaluated at a minimum of 10%. Evaluate all submissions using best value criteria.

Requirements Applicable to Initial SDP Plan Bid Response

Bidders responding to a solicitation requiring an SDP Plan will now be required only to identify a commitment in the form of a specific percentage of sales (See SDP Plan Forms) made under the resulting contract that will be spent with a Certified Partner(s). This percentage commitment will extend for the life of any resulting contract. Fixed dollar commitments will no longer be allowed. This will facilitate an apples-to-apples comparison of bid responses for evaluation purposes. Further, this will ensure that SDP commitments are meaningful with respect to the overall value of the resulting contract.

Expanded Definition of Certified Partner

Certified Partners may now include both SDO-certified (M/WBEs) businesses and Service-Disabled Veteran-Owned Businesses (SDVOBE). Contract awardees may designate either SDVOBE and/or SDO-certified M/WBEs for purposes of meeting their SDP Plan commitments.

No Requirement to Categorize Spending with Certified Partner

The SDP Plan will no longer distinguish between categories of services for which bidders opt to use a Certified Partner. Departments will be responsible for ensuring that the percentage commitment of contract spend is met with a currently certified partner(s); Departments will no longer be responsible for reviewing or determining the appropriate type of relationship between the contract awardee and its Certified Partners (i.e., subcontracting, ancillary services, or growth and development).

Identification of Certified Partner Not Required Prior to Contract Execution

While bidders are encouraged to consider and investigate potential SDP Partners throughout the bidding process, submission of the appropriate SDP Form, which can be found under the OSD Forms link on OSD's website, identifying a Certified Partner will now be required no later than 30 days after contract execution. This simplifies the burden for prospective bidders, since they will not be required to identify, select and negotiate conditional agreements with Certified Partners unless they are awarded a contract. Further, this change creates more reasonable expectations for Certified Partners and should result in more tangible business opportunities, since the bidder has received a contract award.

This new policy only applies to the acquisition of commodities and services by all Executive Departments pursuant to MGL Chapter 7, Section 22; MGL Chapter 30, Sections 51 and 52; and 801 CMR 21.00.

To assist you and your staff in this transition a pre-recorded presentation titled "SDP Plan Form Policy Change" will be available in PACE on Monday September 16th. If you should have any questions regarding this policy and for additional information about the SDP, including SDP Policy Guidelines, FAQs, SDP Forms, Department RFR Template and Required Specifications, please refer to the SDP Procurement Resources and Guides and SDP Main Page on OSD's website or feel free to contact OSD's Help Desk at comm-pass@state.ma.us.

Supplier Diversity Program (SDP) Plan Commitment
SDP Plan Form #1
(To be submitted with Bid Response)

Contract/RFR Document Number: _____

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. **Complete one form and submit with Bid.**	

Part I Bidder/Contractor Information (Required)

Business Name:	Contact Name:	Phone # ( ) -	Email address:

Part II Financial Commitment (Required)

Provide a specific percentage committed (as a <u>percentage</u> of Bidder/Contractor sales derived from this contract for the life of the contract) to be spent with all certified SDP Partners that the Bidder will propose if awarded a Contract. Please note that prime bidders who are SDO-certified must also submit an SDP Plan Form.

SDP Percentage Committed in Bid Response for Life of Contract:	_____ %

Supplier Diversity Program (SDP) Resources:

- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found on the Supplier Diversity Program Webpage (www.mass.gov/sdp).
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the Supplier Diversity Office Webpage (www.mass.gov/sdo).
- The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found on the OSD Training & Outreach Webpage. In addition, the SDP Webinar can be located on the Supplier Diversity Program Webpage (www.mass.gov/sdp).

Supplier Diversity Program (SDP) Plan - Declaration of SDP Partner(s)
SDP Plan Form #2
(Must be submitted by Contractor within a period of up to 30 days (or as stated in RFR) of Contract Execution)

Contract/RFR Document Number: _____

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. **Complete one form and submit within a period of up to 30 days (or as stated in RFR) of Contract Execution. See SDP and SDVOBE Resource information below to assist in partnering with certified businesses.**

Part I Contractor Information (Required)

Business Name:	Contact Name:	Phone # ( ) -	Email address:

Please note that prime bidders who are SDO-certified must also submit an SDP Plan Form and may not list themselves as an SDP Partner. Check <u>any</u> of the following *that are* applicable to the Bidder:

☐ Minority-owned Business Enterprise (MBE); Certification Expiration Date (If applicable): _____/_____/_____
☐ Women-owned Business Enterprise (WBE); Certification Expiration Date (If applicable): _____/_____/_____
☐ Non-Profit Organization (NPO); Certification Expiration Date (If applicable): _____/_____/_____
☐ Service-Disabled Veteran-owned Business Enterprise (SDVOBE); Certification Expiration Date (If applicable): _____/_____/_____

Identify Business Opportunities for SDP Partners (Optional):

Final SDP Percentage Committed for Life of Contract:	_____%

Part II Contractor's SDP Partners (Required) (Fill in Applicable Lines; Insert Additional Rows as Needed)

Planned SDP Partner's Company Name	Planned SDP Partner's Contact Person's Email Address*	Check Planned SDP Partner's Certification(s)**
———	___@____.___	☐ MBE ☐ WBE ☐ MNPO/WNPO/MWNPO ☐ SDVOBE
———	___@____.___	☐ MBE ☐ WBE ☐ MNPO/WNPO/M/WNPO ☐ SDVOBE
———	___@____.___	☐ MBE ☐ WBE ☐ MNPO/WNPO/MWNPO ☐ SDVOBE
———	___@____.___	☐ MBE ☐ WBE ☐ MNPO/WNPO/M/WNPO ☐ SDVOBE
Alternative to Contractor Providing List of SDP Partners (above): <u>If specifically authorized in the Request for Response (RFR) to utilize this option</u>, by checking the box at right, Contractor acknowledges that they do not yet have any SDP Partners but will meet the percentage commitment in Part I (above) and all other contract requirements and will work with the SDO to identify and establish business relationships with SDO Partners:		☐

Part III Under the pains and penalties of perjury I certify that the information provided on this form is accurate. (Required)

Name:	Title:	Signature: (May be left blank if submitted electronically)	Date: _____/_____/_____

*The Supplier Diversity Office and contracting Department reserve the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.
** SDP Partner Certification Acronyms: MBE = Minority-owned Business Enterprise; WBE = Women-owned Business Enterprise; SDVOBE = Service-Disabled Veteran-owned Business Enterprise.
*** Certification Status can be checked on the Supplier Diversity Program Webpage (www.mass.gov/sdp).

Supplier Diversity Program (SDP) Resources:
- Resources available to assist Prime Bidders in finding potential **Minority Business Enterprises (MBE)** and **Women Business Enterprises (WBE)** partners can be found on the Supplier Diversity Program Webpage (www.mass.gov/sdp).
- Resources available to assist Prime Bidders in finding potential **Service-Disabled Veteran-Owned Business Enterprise (SDVOBE)** partners can be found on the Supplier Diversity Office Webpage (www.mass.gov/sdo).
- The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings can be found on the OSD Training & Outreach Webpage. In addition, the SDP Webinar can be located on the Supplier Diversity Program Webpage (www.mass.gov/sdp).

Supplier Diversity Program (SDP) Spending Report
SDP Plan Form #3

Document Number/Name:	

Instructions This form must include information on your company's spending with your Supplier Diversity Program (SDP) Partner(s) and must be completed and submitted within 45 days of the end of each quarter to Commonwealth Contract Manager.

Part I   Contractor Information (Required)

Contractor Company Name	Contact Name	Total Supplier Diversity Spending Commitment %*	Quarterly Contract Sales				Fiscal Year Total (calculates automatically)
			Quarter 1 (7/1-9/30)	Quarter 2 (10/1-12/31)	Quarter 3 (1/1-3/31)	Quarter 4 (4/1-6/30)	
							$ -

Part II   SDP Partner Information (Required) (Insert additional lines as needed)

SDP Partner(s) Company Name	Email Address**	Certification Type*** (Choose One)	Quarterly Spending with Supplier Diversity Partner(s)				Fiscal Year Total (calculates automatically)
			Quarter 1 (7/1-9/30)	Quarter 2 (10/1-12/31)	Quarter 3 (1/1-3/31)	Quarter 4 (4/1-6/30)	
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
	Year-To-Date Compliance Check (Do not change this line)						$ -

If not in compliance, please explain why and what actions will be taken to bring your company to compliance with the annual spending commitment:

Part III   Under the pains and penalties of perjury I certify that the information provided in this report is accurate.

Name	
Title	
Phone	
Email	
Authorized Signature (May be left blank if submitted electronically)	
Date	

Supplier Diversity Certification Acronyms
MBE – Minority Business Enterprise
WBE – Woman Business Enterprise
MWBE – Minority and Woman Business Enterprise
MNPO /WNPO /MWNPO – Minority or Woman Non-Profit Organization
SDVOBE – Service-Disabled Veteran-Owned Business Enterprise

*This is your company's SDP Plan commitment percentage submitted in your Bid Response or established through negotiation.
**The Supplier Diversity Office and contracting department reserves the right to contact SDP Partners at any time to request that they attest to the amounts reported to have been paid to them by the Contractor.
***Certification Status for SDP Partner(s) can be checked at www.mass.gov/sdo

Exhibit D

<u>Personnel Nondisclosure Agreement</u>

Subcontractor Employee Nondisclosure Agreement

Confidentiality and Other Representations

You acknowledge that you are an employee of hCentive, Inc. (the "Vendor"). You desire to be assigned by Vendor to perform services under Vendor's Professional Services Agreement and/or Software License Agreement with OptumInsight, Inc. ("Optum") (the "Subcontracts"). The Subcontracts have been entered into by Optum and Vendor to support Optum's performance of a master services agreement (the "Prime Contract") between Optum and the Massachusetts Office of Information Technology, formerly known as the Commonwealth of Massachusetts's Information Technology Division, ("Customer") pursuant to which Optum will provide services in support of a project to implement a new health insurance exchange and a new Mass Health Eligibility Platform as well as deliver other related services (the "Project") for the Customer and the Commonwealth of Massachusetts (the "Commonwealth"). In providing services under the Subcontracts, you will either: (1) be performing Services at Commonwealth facilities; (2) have access to the Commonwealth's network, or Commonwealth Confidential Information, as defined below; or (3) be a core project team member on the Project ("Core Project Team Member") performing Services at a location other than the Commonwealth's facilities. Your assignment is conditioned upon your execution of this Subcontractor Employee Nondisclosure Agreement (this "Agreement"), and you agree to be bound by all of its terms and conditions.

NOW THEREFORE, in consideration of your assignment to the Project, the access you have to Commonwealth Confidential Information, and for other good and valuable consideration, the parties agree as follows:

1. <u>Confidentiality of the Commonwealth's Materials.</u> You agree that, both during your assignment to the Project and thereafter you will not (i) use for your own benefit or (ii) divulge or disclose to anyone except to persons within the Commonwealth whose positions require them to know it or persons on the Project team, any Commonwealth Confidential Information.

   "Commonwealth Confidential Information" means (i) any Third Party Software licensed by the Commonwealth and provided to the Vendor for the Project; (ii) all Commonwealth Data and Web Information; (iii) any other proprietary information that is (a) if provided in written form by the Commonwealth, marked as confidential (provided that personal data as defined in M.G.L. Chapter 66A shall not be required to be marked to be confidential) and information in (i) (v) and (iv) shall not have to be marked to be confidential, or (b) if provided by the Commonwealth in oral form or visually, is confirmed as confidential by the Commonwealth in writing within thirty (30) days of its initial disclosure by the Commonwealth; (iv) proprietary information of the Commonwealth identified in any Statement of Work; and (v) all personally identifiable information regarding Personnel of the Commonwealth.

   "Web Information" means information regarding any website of the Commonwealth, any e-commerce products or services, any web development strategy, any financial information or any information regarding users of or vendors to the Commonwealth's websites. Confidential Information also includes, without limitation, any technical data, design, pattern, formula, computer program, source code, object code, algorithm, subroutine, manual, product specification, or plan for a new, revised or existing product or web site; any business, marketing, financial or sales information; and the present or future plans of the Commonwealth with respect to the development of its web sites and web services.

"Commonwealth Data" means all data and databases that are: (a) owned or controlled by the Commonwealth and provided to the Vendor by, or on behalf of the Commonwealth, in connection with the Project; (b) derived or generated by the Vendor in the course of performing, configuring, testing or data loading, cleansing or conversion activities for the Commonwealth in connection with the Project; (c) data created by the Commonwealth in its use of the Services or the Systems under the Project, including without limitation, all personal data as defined in M.G.L. Chapter 66A and data referred to in Section 6 of the Commonwealth Terms; (d) Protected Health Information under 45 CFR Parts 160 and Part 164; (e) patient identifying information" as defined in 42 CFR Part 2; (f) any other individually identifiable information that is treated as confidential under any federal or state law or regulation (including, for example, any state and federal tax return information) that Vendor (or its subcontractor or agent) uses, maintains, discloses, receives, creates or otherwise obtains under the Prime Contract.

2. Representation of Non-Infringement. You hereby represent and warrant that, to your best knowledge, without additional due diligence, no Software, no web content and no other intellectual property that you develop during your assignment to the Project and deliver to the Commonwealth in your support of the Project shall infringe a patent, copyright, trade secret or other proprietary or intellectual property right of any third party.

3. No Conflicting Agreements. You represent and warrant that you are not a party to any agreement or arrangement which would constitute a conflict of interest with the obligations undertaken hereunder or would prevent you from carrying out your obligations hereunder.

4. Tax Payments. You hereby represent and warrant that you have paid all due state and federal taxes, or, if your tax status is in dispute or in the process of settlement, that you have responded as directed and within the required timeframes to all communications received from the state or federal government.

5. You acknowledge that you are not an employee of any Massachusetts state or municipal government agency, and are not entitled to any benefits, guarantees or other rights granted to state or municipal government agencies, including but not limited to group insurance, disability insurance, paid vacations, sick leave or other leave, retirements plans, health plans, or premium overtime pay. Should you be deemed to be entitled to receive any such benefits by operation of law or otherwise, you expressly waive any claim or entitlement to receiving such benefits from Massachusetts state or municipal government agencies.

6. Miscellaneous:

   a. Optum is a third party beneficiary of this Agreement with full rights to enforce its terms directly.

   b. Your obligations under this Agreement shall survive the termination of your assignment to the Project regardless of the manner of or reasons for such termination. Your obligations under this Agreement shall be binding upon and shall inure to the benefits of the heirs, assigns, executors, administrators and representatives of the parties.

   c. You agree that the terms of this Agreement are reasonable and properly required for the adequate protection of the legitimate business interests of the Commonwealth. You agree that in the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to be contrary to any applicable statute, law, rule, or policy or for

any reason unenforceable as written, then such court may modify any of such provisions so as to permit enforcement thereof to the maximum extent permissible as thus modified. Further, you agree that any finding by a court of competent jurisdiction that any provision of this Agreement is contrary to any applicable statute, law, or policy or for any reason unenforceable as written shall have no effect upon any other provisions and all other provisions shall remain in full force and effect.

d. You agree that any breach of this Agreement will cause immediate and irreparable harm to the Vendor and to the Commonwealth not compensable by monetary damages and that the Vendor and the Commonwealth will be entitled to obtain injunctive relief, in addition to all other relief, in any court of competent jurisdiction, to enforce the terms of this Agreement, without having to prove or show any actual damage to the Vendor or the Commonwealth.

e. No failure to insist upon strict compliance with any of the terms, covenants, or conditions hereof, and no delay or omission in exercising any right under this Agreement, will operate as a waiver of such terms, covenants, conditions or rights. A waiver or consent given on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion.

f. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to the doctrine of conflicts of law.

You acknowledge that this Agreement imposes reasonable standards of conduct with regard to your assignment to the Project at the Commonwealth. If you agree with the terms set forth herein, please sign and return this Agreement.

Agreed and Accepted:

Name of Employee

Signature

Date

Name of Vendor

Vendor Signature

Vendor Signatory Name

Vendor Signatory Title

Vendor Signature Date

Exhibit E

Data Management and Confidentiality Agreement

DATA MANAGEMENT AND CONFIDENTIALITY AGREEMENT

This Data Management and Confidentiality Agreement (this "Agreement") is entered into between OptumInsight, Inc. ("Optum") and hCentive, Inc. ("Contractor") in connection with and pursuant to the Professional Services Agreement between Optum and Contractor dated September, 30, 2014 (the "Professional Services Agreement"). Optum and Contractor shall each be referred to herein as a "Party" and together as the "Parties."

Contractor will be acting as a subcontractor to Optum in connection with a certain Master Services Agreement between the Commonwealth of Massachusetts' Office of Information Technology ("MassIT") and Contractor dated September, 30, 2014 (the "MSA").

1 DEFINITIONS AND SCOPE

1.1 Definitions

The following terms used in this Agreement shall have the same meaning as those terms when used in the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and Part 164 (together, the "HIPAA Rules"): Business Associate, Covered Entity, Data Aggregation, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary and, Security Incident. All other terms used but not otherwise defined below or elsewhere in this Agreement shall be construed in a manner consistent with the HIPAA Rules and all other applicable state or federal privacy or security laws and regulations.

Terms not otherwise defined in this Agreement or by applicable Law shall have the meaning given in the Professional Services Agreement. The following capitalized terms, shall have the following meanings when used in this Agreement:

"ACA" the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act.

"CCA" shall mean the Commonwealth Health Insurance Connector Authority.

"Commonwealth Security Information" shall mean all data that pertains to the security of the Commonwealth's information technology, specifically, information pertaining to the manner in which the Commonwealth protects its information technology systems against unauthorized access to or modification of information, whether in storage, processing or transit, and against the denial of service to authorized users, or the provision of service to unauthorized users, including those measures necessary to detect, document and counter such threats.

"EOHHS" shall mean the Commonwealth of Massachusetts' Executive Office of Health and Human Services.

"Event" shall mean the following, either individually or collectively: 1) any use or disclosure of PI by Contractor, its subcontractors or agents, not permitted under this Agreement, 2) any Security Incident by the same, or 3) any event caused by the same that would trigger consumer or oversight agency notification obligations under 45 CFR Part 164, Subpart D, Mass. Gen. Laws 93H, or other similar federal or state data privacy or security laws or regulations.

"Health Benefit Programs" shall mean: 1) the Commonwealth's program under the ACA for the enrollment of individuals in qualified health plans ("QHPs"), including the federal program of advanced premium tax credits and the Commonwealth's program of premium assistance payments, which are designed to make coverage through a QHP more affordable, administered by CCA in accord with Sections 1311, 1401 and 1411 of the ACA, Section 36B of the Internal Revenue Code of 1986, 45 C.F.R. part 155, M.G.L. c. 176Q, s. 3, and other applicable federal and state laws, regulations and waivers (the "CCA Programs"); 2) the Commonwealth's Medicaid and Children's Health Insurance Programs, each administered by EOHHS in accord with Titles XIX and XXI of the Social Security Act, M.G.L. c. 118E and other applicable federal and state laws, regulations, waivers and demonstration projects ("MassHealth"); and 3) the Health Safety Net Trust Fund, administered by EOHHS pursuant to M.G.L. c. 118E and applicable regulations (the "HSNTF" and, together with MassHealth, the "EOHHS Programs").

"Household Member" shall mean, with respect to an applicant for or beneficiary of a Health Benefit Program, a member of the applicant's or beneficiary's household or family whose income information is relevant to determining the applicant's or beneficiary's eligibility for such Health Benefit Program.

"Individual" shall mean the person to whom the PI refers and shall include a person or organization who qualifies as a personal representative in accord with 45 CFR § 164.502 (g).

"Privacy Rule" shall mean the Standards of Privacy of Individually Identifiable Health Information, at 45 CFR Parts 160 and 164.

"Protected Information" or "PI" shall mean any Protected Health Information, any "personal data" as defined in Mass. Gen. Laws c. 66A, any "patient identifying information" as defined in 42 CFR Part 2 and any other individually identifiable information that is treated as confidential under any federal or state law or regulation (including, for example, any state and federal tax return information) that Contractor (or its subcontractor or agent) uses, maintains, discloses, receives, creates or otherwise obtains under the Professional Services Agreement.   Information, including aggregate information, is considered PI if it is not fully de-identified in accord with 45 CFR §§164.514(a)-(c). PI used, maintained, disclosed, received, created or otherwise obtained by Contractor (or

its subcontractor or agent) under the Professional Services Agreement shall include information relating to Health Benefit Program applicants, beneficiaries and Household Members.

"Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information, at 45 CFR Parts 160 and 164.

1.2 Scope

All activities, functions and services performed or provided by Contractor (or its subcontractor or agent) under the Professional Services Agreement are subject to this Agreement. The Parties shall develop, in accord with applicable state and federal laws and regulations including privacy and security laws and regulations, separate data management and confidentiality agreements to govern the conduct of any other arrangement or agreement whereby Contractor (or its subcontractors or agents) performs activities, or functions on behalf of, or provides services to or for, Optum that involve MassIT's PI.

The provisions in this Agreement shall supersede any other data management, privacy or security provision to the contrary in the Professional Services Agreement, unless such other provision relates to the privacy or security of PI and is more stringent than the contrary provision in this Agreement, or such provision explicitly states it shall take precedence over this Agreement.

2   CONTRACTOR OBLIGATIONS UNDER THIS AGREEMENT

2.1 Mass. Gen. Laws c. 66A, 42 CFR Part 2 and other Privacy and Security Obligations

Contractor acknowledges that in the performance of the Professional Services Agreement it will create, receive, use, disclose, maintain, transmit or otherwise obtain "Personal Data," and that in so doing, it becomes a "Holder" of Personal Data, as such terms are used within Mass. Gen. Laws c. 66A. Contractor agrees that, in a manner consistent with the Privacy and Security Rules, it shall comply with Mass. Gen. Laws c. 66A and any other applicable privacy or security law or regulation (state or federal) governing Contractor's use, disclosure, and maintenance of any PI under the Professional Services Agreement, including for example, Mass. Gen. Laws c. 93H, 42 CFR Part 431, Subpart F, M.G.L. c. 93H, 801 CMR §3.00 and Executive Order 504.

Contractor further agrees that, upon being provided written notice of, or otherwise having agreed to, such obligations, to the extent applicable, it shall comply with (and shall cause its employees and other representatives to comply with) any other privacy and security obligation that is required as the result of Optum, MassIT, EOHHS and/or CCA having entered into an agreement (any such agreement, a "Third Party Agreement") with a third party (such as the Social Security Administration, the Department of Revenue or the Centers for Medicaid and Medicare Services) to obtain

or to access PI from a third party (any such third party, "Third Party" and any such PI, "Third Party Data") or to access any system, database or application containing Third Party Data or through which Third Party Data could be accessed (any such system, database or application, a "Third Party Data System"), including, by way of illustration and not limitation, signing a written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. The Parties acknowledge and agree that Third Party Data includes, without limitation, all data that Optum, EOHHS, CCA or MassIT receives, uses or obtains from Massachusetts Department of Revenue, the Social Security Administration, the Internal Revenue Service, the Department of Homeland Security or through the Federal Data Services Hub and, notwithstanding anything herein to the contrary, Contractor may not access any such data unless disclosure of such data to Contractor is permitted under the applicable Third Party Agreement(s); all conditions for disclosure under such agreement(s) have been satisfied; and Contractor is notified of such Third Party Agreement and the privacy and security obligations applicable to its access to such Third Party Data or Third Party Data System. Without limiting the generality of the foregoing paragraphs, Contractor acknowledges and agrees that it cannot use or disclose PI except as specifically permitted under **Section 3**.

2.2 Business Associate

Under the Professional Services Agreement, Optum or MassIT are responsible for administering the development, configuration, implementation, maintenance and support of new or enhanced computing systems for the CCA Programs and the EOHHS Programs.

In its performance of the MSA, to the extent that MassIT receives, creates, maintains or transmits PI relating to CCA Program applicants, beneficiaries and/or Household Members, MassIT is a Business Associate of CCA (CCA being deemed a Covered Entity under the HIPAA Rules). To the extent that MassIT receives, creates, maintains or transmits PI relating to EOHHS Program applicants, beneficiaries and/or Household Members, (EOHHS being deemed a Covered Entity under the HIPAA Rules), MassIT is a Business Associate of EOHHS.

In Optum's performance of the MSA, to the extent that Optum receives, creates, maintains or transmits PI relating to CCA Program applicants, beneficiaries and/or Household Members and/or EOHHS Program applicants, beneficiaries and/or Household Members, Optum is a Business Associate of MassIT and Optum has agreed to comply with all requirements of the HIPAA Rules applicable to a Business Associate. To the extent that Optum is to carry out an obligation of MassIT under the Privacy Rule, Optum agrees that it shall comply with the requirements of the Privacy Rule that apply to MassIT in the performance of such obligation.

In Contractor's performance of the Professional Services Agreement, to the extent that Contractor receives, creates, maintains or transmits PI relating to CCA Program applicants, beneficiaries and/or Household Members and/or EOHHS Program

applicants, beneficiaries and/or Household Members, Contractor is a Business Associate of Optum and Contractor agrees to comply with all requirements of the HIPAA Rules applicable to a Business Associate. To the extent that Contractor is to carry out an obligation of Optum or MassIT under the Privacy Rule, Contractor agrees that it shall comply with the requirements of the Privacy Rule that apply to Optum or MassIT in the performance of such obligation.

2.3   Ownership and Control of Data

Contractor acknowledges and agrees that neither this Agreement nor the Professional Services Agreement confer rights of ownership or control over PI on Contractor.

2.4   Agents and Subcontractors

If Contractor uses an agent or subcontractor to perform any activity under the Professional Services Agreement involving PI, Contractor shall ensure that the agent or subcontractor agrees in writing to the same restrictions and conditions that apply to Contractor under this Agreement with respect to such information, including but not limited to, implementing reasonable safeguards to protect such information. Contractor must ensure that any required written agreement for agents and subcontractors meets all requirements of a Business Associate agreement, as required for agents and subcontractors of a Business Associate under the Privacy and Security Rules.

Contractor shall cause its subcontractors and agents who (a) have access to personal information as defined in Mass. Gen. Law c. 93H, and personal data, as defined in Mass. Gen. Laws c. 66A, that Contractor (or its other subcontractor or agent) uses, maintains, receives, creates or otherwise obtains under the Professional Services Agreement, or (b) have access to Contractor, Optum, MassIT, CCA or EOHHS systems containing such information or data, to sign an Executive Order 504 Contractor Certification Form or other written agreement containing all applicable data security obligations as required by such certification form prior to being granted access to such data. Upon Optum or MassIT's request, Contractor shall provide a listing of its subcontractors and agents who have such access and copies of these certifications.

Contractor shall cause its subcontractors and agents who need access to Third Party Data or a Third Party System to comply (and cause their employees and other representatives to comply) with any privacy and security obligation that may be required in connection with such access as the result of Optum, CCA, EOHHS or MassIT having entered into a Third Party Agreement to obtain or to access the Third Party Data, including, by way of illustration and not limitation, signing any written compliance acknowledgment or confidentiality agreement, undergoing a background check or completing training. Contractor shall ensure that such subcontractors and agents have satisfied all such requirements prior to being granted access to the Third Part Data or Third Party System.   Contractor shall work with CCA, EOHHS, or MassIT, either directly or through Optum, as appropriate, to ensure that all such

requirements are satisfied or, as directed in writing, directly with the appropriate third party.

Contractor is solely responsible for its agents' and subcontractors' compliance with this provision, and shall not be relieved of any obligation under this Agreement because the data was in the hands of its agents or subcontractors.

2.5   Data Security

2.5.1   Administrative, Physical and Technical Safeguards

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PI and that prevent use or disclosure of such data other than as provided for by this Agreement. All such safeguards must meet, at a minimum, all standards set forth in the Privacy and Security Rules, as applicable to a Business Associate, the standards set forth in National Institute of Standards and Technology standard: NIST 800-53 Revision 4 – Information Security, moderate standard, and all Commonwealth security and information technology resource policies, processes and mechanisms established for access to PI or systems containing PI, including those established by Executive Order 504 that are applicable to Contractor in connection with its activities under the Professional Services Agreement. As one of its safeguards, Contractor shall not transmit PI in non-secure transmissions over the Internet or any wireless communication device, except Contractor may permit its staff to use cellular phones in accord with MassIT's Privacy and Security Policies and Procedures.

Contractor must comply with all security mechanisms and processes established for access to any of Optum or MassIT's (and, if, and to the extent required by Contractor's activities and permitted under the Professional Services Agreement, to CCA's or EOHHS's) databases, systems or other information technology resources as well as all Commonwealth security and information technology resource policies, processes, and mechanisms established for access to PI that are applicable to Contractor in connection with its activities under the Professional Services Agreement.   Contractor shall protect from inappropriate use or disclosure any password, user ID, or other mechanism or code permitting access to any Optum, MassIT, CCA or EOHHS system, database, or other information technology resource or any other system, database or information technology resource containing PI. Contractor shall give Optum, MassIT, CCA or EOHHS, as appropriate, prior notice of any change in personnel whenever the change requires a termination or modification of any such password, user ID, or other security mechanism or code, to maintain the integrity of the system, database or resource.

Upon reasonable notice, Contractor agrees to allow representatives of Optum and MassIT access to premises where PI is stored for the purpose of inspecting

privacy and physical security arrangements implemented by Contractor to protect such data.

Upon request, Optum, MassIT, CCA or EOHHS may inspect Contractor's written policies, procedures, standards and guidelines related to the protection, security, use and disclosure of PI, Commonwealth Security Information, and the security and integrity of Contractor technology resources.

2.5.2 Commonwealth Security Information

If, through the Professional Services Agreement, Contractor obtains access to any Commonwealth Security Information, Contractor is prohibited from making any disclosures of or about such information, unless in accord with Optum's express written instructions (obtained either directly or through Optum). If Contractor is granted access to such information in order to perform its obligations under the Professional Services Agreement, Contractor may only use such information for the purposes for which it obtained access. In using the information for such permitted purposes, Contractor shall limit access to the information only to staff, subcontractors or agents necessary to perform the permitted purposes and it may release or disclose such information as may be Required by Law, and then only in accordance with this Agreement (including **Section 2.7** hereof). While in possession of such information, Contractor shall apply all applicable privacy and security requirements set forth in this Agreement to maintain the confidentiality, security, integrity, and availability of such information. Notwithstanding any other provision in this Agreement, Contractor shall report any non-permitted use or disclosure of Commonwealth Security Information to Optum and MassIT within twenty-four (24) hours following the date upon which Contractor becomes aware of the use or disclosure. Contractor shall immediately take all reasonable and legal actions to retrieve such information if disclosed to any non-permitted individual or entity; shall include a summary of such retrieval actions in its required report of the non-permitted disclosure; and shall take such further commercially reasonable retrieval action as Optum or MassIT may require.

2.6 Non-Permitted Use or Disclosure Report and Mitigation Activities

2.6.1 Mitigation and Other Activities

Upon becoming aware of any Event, Contractor shall take all reasonable and appropriate action necessary to: a) retrieve, to the extent practicable, any PI involved in the Event; b) mitigate, to the extent practicable, any harmful effect of the Event known to Contractor; and c) take such further action as may be required by any applicable state or federal law or regulation concerning the privacy and security of any PI involved in the Event.

Upon request, Contractor shall take such further commercially reasonable actions as identified by Optum, MassIT, EOHHS or CCA, as

the case may be, to, or shall take such additional action to assist those entities to, further mitigate, to the extent practicable, any harmful effect of the Event. Any actions to mitigate harmful effects of such Event undertaken by Contractor on its own initiative or pursuant to a request under this paragraph shall not relieve Contractor of its obligations to report such Event under this paragraph or any other provisions of this Agreement.

2.6.2 Notification and Reporting Activities

For all Events and all notices made pursuant to this Agreement, Contractor shall notify Optum as soon as possible, but in any event before Contractor notifies MassIT, CCA and/or EOHHS. Contractor shall, to the extent practicable, coordinate all such notices with Optum, consistent with meeting the deadlines set forth in this Agreement.

As soon as possible, but in any event no later than two (2) business days following the date upon which Contractor becomes aware of the Event, Contractor shall verbally report the Event to Optum as well as MassIT, CCA and/or EOHHS, as the case may be, with as much of the details listed below as possible, and shall follow such verbal report within five (5) business days with a written report outlining the Event with the following details to the extent that such details are available at the time of the report and subsequently as additional information becomes available:

a) the date of the Event, if known or if not known, the estimated date;

b) the date of the discovery of the Event;

c) the nature of the Event, including as much specific detail as possible (for example, cause, contributing factors, chronology of events) and the nature of the PI involved (for example, types of identifiers involved such as name, address, age, social security numbers or account numbers; or medical or financial or other types of information);

d) include any sample forms or documents that were involved in the Event to illustrate the type of PI involved (with personal identifiers removed or redacted);

e) the exact number of individuals whose PI was involved in the Event, if known, or if not known, a reasonable estimate based on the known facts, together with a description of how the exact or estimated number of individuals was determined (if different types of PI was involved for different individuals, please categorize the exact or estimated numbers of individuals involved according to type of PI);

f) the harmful effects of the Event known to Contractor, all actions Contractor has taken or plans to take to mitigate such effects, and the results of all mitigation actions already taken;

g) a summary of the nature and scope of Contractor's investigation; and

h) a summary of steps taken in connection with and to prevent such Event in the future, including copies of revised policies and procedures, changes in business processes, and staff training.

Contractor shall provide the verbal and written reports described above to the following entity or entities:

a) If an Event involves PI relating solely to applicants, beneficiaries and/or Household Members of EOHHS Programs, Contractor shall report such Event to the Privacy Officer of EOHHS;

b) If an Event involves PI relating solely to applicants, beneficiaries and/or Household Members of CCA Programs, Contractor shall report such Event to the Privacy Officer of CCA;

c) If an Event involves PI relating to applicants, members and/or Household Members of both EOHHS and CCA Programs, or if Contractor cannot determine conclusively that the PI relates to solely to applicants, beneficiaries and/or Household Members of a CCA or EOHHS Program, Contractor shall report such Event to the Privacy Officers of EOHHS and CCA;

d) With respect to an Event pertaining to system administration, data security or system security, in addition to other notification and reporting obligations under this Agreement, Contractor shall report such Event to the MassIT's Privacy and Security Officers; and

e) With respect to an Event pertaining to Third Party Data or Third Party Systems, Contractor shall report such Event to the Privacy Officers of EOHHS, CCA and MassIT. Contractor acknowledges and agrees that it may be subject to reporting obligations under one or more Third Party Agreements in addition to, or that differ fromits obligations under this **Section 2.6**.

In cases where Contractor provides notice to more than one entity in accordance with the foregoing procedures, Contractor and Optum will work together in good faith with MassIT, EOHHS and CCA, and shall promptly determine and notify Contractor in writing of the appropriate entity(ies) for further information, notification, mitigation or other action, and Contractor shall provide such further information, notification, mitigation or actions required by this Agreement as directed by the entity so identified.

2.6.3   Consumer Notification

In the event the consumer notification provisions of 45 CFR Part 164, Subpart D, Mass. Gen. Laws c. 93H or similar notification requirements in other state or federal laws or regulations are triggered by an Event, Contractor shall promptly comply with its obligations under such laws or regulations. For the avoidance of doubt, such obligations may include providing additional notification(s) to MassIT, EOHHS and/or CCA in accordance with 45 CFR §164.410 and/or Mass. Gen. Laws c. 93H, §3(a). If Optum, MassIT, CCA or EOHHS determine, in their sole discretion, that any of them is required to give such notifications, Contractor shall, at MassIT's, CCA's or EOHHS' request, assist MassIT, CCA and/or EOHHS in drafting these notices and any related required notices to state agencies for Optum, MassIT, CCA or EOHHS review and approval (as applicable), but in no event shall Contractor have the authority to give these notifications on Optum's, MassIT's, CCA's or EOHHS' behalf. Contractor shall reimburse MassIT, CCA or EOHHS, as the case may be, for reasonable costs incurred by Optum, MassIT, CCA's or EOHHS associated with such notification, but only to the extent that such costs are due to: (a) Contractor's failure to meet its responsibilities under, or in violation of, any provision of this Agreement, (b) Contractor's violation of law, (c) Contractor's negligence, (d) Contractor's failure to protect data under its control with encryption or other security measures that constitute an explicit safe-harbor or exception to any requirement to give notice under such laws, or (e) any activity or omission of its employees, agents, or subcontractors resulting in or contributing to an Event triggering such laws.

2.7   Response to Legal Process

Unless explicitly prohibited by applicable law or regulation, Contractor shall report to Optum and to the Privacy Officers of MassIT, EOHHS and CCA, both verbally and in writing, any instance where PI or any other data obtained under this Agreement is subpoenaed or becomes the subject of a court or administrative order or other legal process. Contractor shall provide such report as soon as feasible upon receiving or otherwise becoming aware of the legal process; provided, that the Contractor shall provide such report no later than five (5) business days prior to the applicable response date.

In response to such legal process, and in accordance with instructions from Optum, MassIT, EOHHS and/or CCA, as appropriate, Contractor shall take all reasonable steps, including objecting to the request when appropriate, to comply with Mass. Gen. Laws c. 66A, 42 CFR §431.306(f), 42 CFR Part 2 and any other applicable federal and state law or regulation. If Optum, MassIT, EOHHS or CCA determine that it shall respond directly, Contractor shall cooperate and assist such entity in its response.

Contractor's activities under this **Section 2.7** shall be at the sole expense of Optum, MassIT, EOHHS and/or CCA, as appropriate, unless the legal process resulted from

Contractor's violation of the Professional Services Agreement or this Agreement or an Event.

2.8   Individual's Privacy Rule Rights

Contractor shall take such action as may be requested by Optum, MassIT, EOHHS and/or CCA to meet any such entity's obligations under 45 CFR §§ 164.524, 164.526 or 164.528 or other applicable law or regulation pertaining to an Individual's right to access, amend or obtain an accounting of uses and/or disclosures of its PI, with respect to any relevant PI in Contractor's possession in sufficient time and manner for such entity to meet its obligations under such Privacy Rule provisions or other law or regulation. If an Individual contacts Contractor with respect to exercising any rights the Individual may have under 45 CFR §§ 164.524, 164.526 or 164.528 or similar law or regulation with respect to PI in Contractor's possession, Contractor shall notify Optum and MassIT, EOHHS and/or CCA, as appropriate, within two business days of the Individual's request and cooperate with the appropriate entity to meet any of its obligations with respect to such request.

With respect to an Individual's right to an accounting under 45 CFR § 164.528 and Mass. Gen. Laws c. 66A, Contractor shall document all uses and disclosures of PI and other data access activities as would be necessary for Optum, MassIT, EOHHS and CCA to respond to a request by an Individual for an accounting in accord with 45 CFR § 164.528 and/or Mass. Gen. Laws c. 66A, as appropriate.

2.9   Optum, MassIT, CCA, EOHHS and HHS Record Access

Contractor shall make its internal practices, books, and records, including policies and procedures and PI, relating to the use and disclosure of PI available to Optum, Mass IT, CCA, EOHHS and/or the Secretary for review and inspection, in a time and manner designated by Optum, MassIT, CCA, EOHHS or the Secretary, for purposes of enabling Optum, MassIT, CCA, EOHHS or the Secretary determining compliance with the Privacy and Security Rules and privacy and security requirements of Third Party Agreements.

2.10 Electronic and Paper Databases Updates

Within thirty (30) days of the effective date of this Agreement, Contractor shall provide Optum, MassIT, CCA and EOHHS an accurate list of electronic and paper databases containing PI that is subject to this Agreement, together with a brief description of the various uses of the databases. Contractor shall update such lists as necessary in accord with the addition or termination of such databases. Optum, MassIT, CCA and EOHHS may inspect Contractor's information security plan and electronic security plan under Executive Order 504 in accordance with designated time frames under that Executive Order.

2.11 Privacy and Security Officer(s)

Within five (5) days of the effective date of this Agreement, Contractor shall notify Optum in writing of the name of its Privacy Officer and Security Officer under Executive Order 504, who both shall be responsible for compliance with this Agreement. Contractor shall also notify Optum in writing within five (5) business days of any transfer of the Privacy or Security Officer's duties to other persons within its organization.

2.12 CORI Regulations

Contractor shall, pursuant to and in accordance with 101 CMR 15.00, require and consider the criminal history information pertaining to: (a) all applicants and employees seeking a position within Contractor that entails the potential for unsupervised contact with MassHealth applicants or member; (b) those Contractor applicants and employees for whom criminal history information is necessary to comply with other legal requirements; and (c) those Contractor applicants and employees for whom criminal history information is deemed to be relevant to the duties and qualifications of the position by Contractor or EOHHS (subject to applicable exceptions are set forth in 101 CMR 15.03). For purposes of subsection (c) of the foregoing sentence, Contractor acknowledges and agrees that EOHHS deems criminal history information to be relevant to the duties and qualifications of any Contractor applicant or employee whose position would or does entail access (including potential access) to PI. Contractor shall otherwise comply with all applicable terms of 101 CMR 15.00.

3 PERMITTED USES AND DISCLOSURES BY CONTRACTOR

Except as otherwise limited in this Agreement, including this **Section 3**, Contractor may use or disclose PI only as follows:

3.1 Functions and Services

Contractor may use or disclose PI to perform functions, activities, or services for, or on behalf of, Optum (including for MassIT, CCA or EOHHS) as specified in the Professional Services Agreement, or as otherwise required by, and in accordance with, the provisions of this Agreement; provided such use or disclosure would not: (a) violate the Privacy Rule if done by Optum, MassIT, EOHHS or CCA (as applicable); (b) violate the minimum necessary policies and procedures of Optum, MassIT, EOHHS or CCA that are known to Contractor or that Optum, EOHHS or CCA advises Contractor of; or (c) conflict with statements in Optum's, EOHHS's or CCA's Notice of Privacy Practices. In performing functions, activities, or services under, or otherwise complying with, the Professional Services Agreement and this Agreement, Contractor represents that it shall seek from Optum, MassIT, CCA and EOHHS only the amount of PI that is minimally necessary to perform the particular function, activity, or service. To the extent the Professional Services Agreement permits Contractor to request, on Optum's, MassIT's, CCA or EOHHS's behalf, PI

from other Covered Entities under the Privacy Rule, Contractor shall only request an amount of PI that is reasonably limited to the minimal necessary to perform the intended function, activity, or service.

3.2 **Required By Law**

Contractor may use or disclose PI as Required by Law, consistent with the restrictions of 42 CFR Part 431, Subpart F (including 42 CFR §431.306(f)), 42 CFR Part 2, Mass. Gen. Laws c. 66A, any other applicable privacy or security law or regulation (state or federal) or any applicable Third Party Agreement governing or restricting Contractor's use, disclosure, and maintenance of PI.

3.3 **Restriction on Contacting Individual**

Contractor shall not use PI to attempt to contact the Individual: (a) unless such contact is otherwise necessary to perform the first-line call center support services or Optum instructs Contractor to do so in writing, or (b) except pursuant to and in accordance with written instructions from the Privacy Officers of EOHHS and CCA.

3.4 **Publication Restriction**

Contractor agrees that it shall not publish or otherwise disclose PI or other information obtained pursuant to the Professional Services Agreement in any form or any statistical tabulations or research results derived from such data, whether or not the PI or data can be linked to a specific individual or has otherwise been de-identified in accord with the standards set forth in 45 CFR §164.514, without prior written permission from the Privacy Officer of Optum, EOHHS and CCA.

3.5 **Management and Administration**

Contractor may use protected health information as necessary for the proper management and administration of the Contractor or as necessary to carry out the legal responsibilities of the Contractor, provided, that, such use must comply with all applicable terms and conditions set forth in this Agreement.

3.6 **Aggregation**

Contractor may provide Data Aggregation services relating to the health care operations of CCA and/or EOHHS if and to the extent specified in the Professional Services Agreement or pursuant to written permission from the Privacy Officer of Optum. Contractor shall provide Data Aggregation services in accordance with the terms and conditions of this Agreement (including the terms of **Section 3.1**). Unless authorized in writing by the Privacy Officer of Optum, Contractor shall use and disclose aggregated data only to perform functions, activities, or services for, or on behalf of, Optum (including for MassIT, CCA or EOHHS) as specified in the Professional Services Agreement, or as otherwise required by, and in accordance

with, the provisions of this Agreement (and, for the avoidance of doubt, not for Contractor's own purposes).

3.7   De-identification

If and to the extent specified in the Professional Services Agreement or authorized in writing by Privacy Officer of Optum, Contractor may use PI to de-identify such information in accord with the standards set forth in 45 CFR §164.514. Unless authorized in writing by the Privacy Officer of Optum, Contractor shall de-identify PI pursuant to 45 CFR §164.514(b)(2). Contractor's use of PI for de-identification purposes shall comply with the terms and conditions of this Agreement (including the terms of **Section 3.1**).   Unless authorized in writing by the Privacy Officers of EOHHS and CCA, Contractor shall use and disclose de-identified data only to perform functions, activities, or services for, or on behalf of, Optum (including for MassIT, CCA or EOHHS) as specified in the Professional Services Agreement, or as otherwise required by, and in accordance with, the provisions of this Agreement (and, for the avoidance of doubt, not for Contractor's own purposes).

3.8   Limited Data Sets

If and to the extent specified in the Professional Services Agreement or authorized in writing by the Privacy Officer of Optum, Contractor may use PI to create limited data sets (as defined in 45 CFR §164.514(e)(2)) for Optum (including for MassIT, CCA or EOHHS) in accord with the standards set forth in 45 CFR §164.514. Contractor's use of PI to create a limited data set shall comply with the terms and conditions of this Agreement (including the terms of **Section 3.1**).

4   OPTUM'S OBLIGATIONS UNDER THIS AGREEMENT

4.1   Changes in Notice of Privacy Practices

Optum shall notify Contractor's Privacy Officer in writing of any changes in EOHHS' or CCA's Notice of Privacy Practices to the extent that such change may affect Contractor's use or disclosure of PI under the Professional Services Agreement, and shall provide Contractor with a new copy of EOHHS' or CCA's Notice of Privacy Practices as modified or amended.

4.2   Notification of Changes in Authorizations to Disclose

Optum shall notify Contractor's Privacy Officer in writing of any changes in, or revocation of, permission by an Individual to use or disclose PI that Optum becomes aware of, to the extent that such changes may affect Contractor's use or disclosure of PI under the Professional Services Agreement.

4.3   Notification of Restrictions

To the extent that CCA or EOHHS inform Optum, Optum shall notify Contractor's Privacy Officer in writing of any restriction to the use or disclosure of PI that CCA or EOHHS has agreed to in accord with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of PI under the Professional Services Agreement.

4.4   Requests to Use or Disclose PI

Optum shall not request Contractor to use or disclose PI in a manner that Optum knows would violate the Privacy Rule if done by Optum, MassIT, CCA or EOHHS (except for uses and disclosures specifically authorized under **Sections 3.5** and **3.6** hereof).

5   TERMINATION

5.1   Termination for Privacy or Security Violation

Notwithstanding any other provision in this Agreement or the Professional Services Agreement, Optum may terminate this Agreement and the Professional Services Agreement, in whole or in part, immediately upon written notice, if Optum determines, in its sole discretion, that Contractor has violated any material term of this Agreement or any provision of the Professional Services Agreement pertaining to the security and privacy of any PI.

5.2   Cure

Prior to terminating this Agreement and the Professional Services Agreement as permitted above, Optum, in its sole discretion, may provide Contractor with written notice of the violation and permit Contractor to cure the breach or end the violation, provided that such cure is reasonably capable of prompt and complete resolution. If such an opportunity is provided, but cure is not feasible, or Contractor fails to cure the breach or end the violation within a time period set by Optum, Optum may terminate this Agreement and the Professional Services Agreement immediately upon written notice. Notwithstanding the foregoing, Optum shall not be entitled to provide Contractor with an opportunity to cure if MassIT, CCA or EOHHS object to such cure period.

5.3   Effect of Termination

5.3.1   Except as provided immediately below, upon termination of the Professional Services Agreement for any reason whatsoever, Contractor shall, at Optum's direction, return or destroy all PI and, at Optum's direction, either return or destroy Commonwealth Security Information, and Contractor shall not retain any copies of such information in any form. In no event shall Contractor destroy any PI or Commonwealth Security Information without first obtaining Optum's approval as applicable. In the event destruction is permitted,

Contractor shall destroy PI and Commonwealth Security Information in accord with standards set forth in NIST Special Publication 800-88, Guidelines for Media Sanitization, all applicable state retention laws and regulations, all applicable state and federal security laws and regulations, and all state data security policies including policies issued by Optum, MassIT, CCA and EOHHS. This provision shall apply to all PI and Commonwealth Security Information in the possession of Contractor's subcontractors or agents, and Contractor shall ensure that all such information in the possession of its subcontractors or agents has been returned or destroyed and that no subcontractor or agent retains any copies of such information in any form, in accord with Optum's instructions, as appropriate.

5.3.2 If Contractor determines that returning or destroying PI or Commonwealth Security Information is not feasible including the inability to extract PI from the confidential information of other customers of Contractor, Contractor shall provide Optum (or MassIT, CCA or EOHHS as applicable) with written notification of the conditions that make return or destruction not feasible. If based on Contractor's representations, Optum and MassIT concur that return or destruction is not feasible, Contractor shall extend all protections set forth in this Agreement to all such information and shall limit further uses and disclosures of such information to those purposes that make its return or destruction not feasible, for as long as Contractor (or any of its subcontractors or agents) maintains the information.

5.3.3 Notwithstanding any other provision concerning the term of this Agreement or the Professional Services Agreement, all protections pertaining to PI and/or Commonwealth Security Information shall survive the termination of this Agreement and the Professional Services Agreement and shall continue to apply until such time as all such information is returned to MassIT, CCA or CCA has directed or destroyed in accordance with **Section 5.3.1** above, or until any period of storage following termination is ended, or if return or destruction is not feasible, for as long as Contractor or a subcontractor or agent maintains the information in accord with **Section 5.3.2** immediately above

6   MISCELLANEOUS PROVISIONS

6.1   Regulatory References

Any reference in this Agreement to a section in the Privacy or Security Rules or other regulation or law refers to that section as in effect or as amended.

6.2   Amendment

Contractor agrees to take such action as is necessary to amend this Agreement in order for Optum, EOHHS, CCA or MassIT to comply with any requirements of the Privacy and Security Rules, the Health Insurance Portability and Accountability Act

of 1996, Pub. L. No. 104-191 (HIPAA), 42 CFR Part 2 and any other applicable state or federal law or regulation pertaining to the privacy, confidentiality, or security of PI. Upon Optum's written request, Contractor agrees to enter promptly into negotiations for any amendment as Optum, MassIT, EOHHS or CCA, in its sole discretion, deems necessary for Optum's, MassIT's, CCA's or EOHHS's compliance with any such laws or regulations. Contractor agrees that, notwithstanding any other provision in this Agreement or the Professional Services Agreement, Optum may terminate this Agreement and the Professional Services Agreement immediately upon written notice, in the event Contractor fails to enter into negotiations for, and to execute, any such amendment.

No amendment to this Agreement will be effective unless it is in writing and signed by both Parties.

6.2.1 Required Change in Privacy or Security Requirements

In the case of any Required Change in privacy or security requirements, Optum shall give Contractor written notice of such change with as much advance notice as is reasonably possible under the circumstances; from and after the date that Contractor received such notice or knew (or by exercising reasonable diligence would have known) of the required change, Contractor shall have the obligation to comply with any such required change, subject to this **Section 6.2.1**,

a) Upon notice of a Required Change, either party may propose changes to the Contract requirements, Services, milestones or schedules to implement the required changes under the Contract's change request process. The Change Request shall include interim steps to achieve compliance as are practicable under the circumstances.

b) If and to the extent that the Required Change constitutes a compensable change under the Contract under Section 5.7(c) of the MSA, Contractor shall be entitled to an equitable adjustment of the Contract price. The parties agree to work together in good faith to reach agreement regarding any request for equitable adjustment by Contractor including mutual agreement regarding the appropriate share of costs to be borne by the Contractor for changes that must be implemented on a broader basis by Contractor. Failure to reach agreement shall be subject to the Contract's dispute escalation and resolution process.

c) Provided Optum provides additional compensation in line with Contract provisions on additional fees, Contractor shall continue to provide the Services and deliver any Deliverables in accordance with Contract requirements even if either party has escalated such matter for dispute resolution.

6.3 Survival

In accordance with **Section 5.3.3**, above, certain obligations of Contractor under this Agreement shall survive the termination of this Agreement and the Professional

Services Agreement. Additionally, the obligations of Contractor under **Section 5.3** of this Agreement shall survive the termination of this Agreement and the Professional Services Agreement.

6.4 <u>**Waiver**</u>

Optum's, MassIT's, CCA's or EOHHS' exercise or non-exercise of any authority under this Agreement, or the exercise or non-exercise of inspection or approval of privacy or security practices or approval of subcontractors, shall not relieve Contractor of any obligations set forth herein, nor be construed as a waiver of any of Contractor's obligations or as an acceptance of any unsatisfactory practices or privacy or security failures or breaches by Contractor.

6.5 <u>**Third Party Beneficiaries**</u>

MassIT, EOHHS and CCA are each an intended third-party beneficiary of, with a right to enforce, this Agreement.

6.6 <u>**Interpretation**</u>

Any ambiguity in this Agreement shall be resolved to permit Optum, EOHHS, CCA and/or MassIT to comply with the Privacy and Security Rules, HIPAA, 42 CFR Part 2 and any other applicable law or regulation pertaining to the privacy, confidentiality, or security of PI.

6.7 <u>**Effective Date**</u>

This Agreement shall be effective immediately upon its execution by the Parties.

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Data Management and Confidentiality Agreement as of the date(s) written below.

CONTRACTOR:
hCenitive, Inc.

By: _____

Name: _____

Title: _____

Date: _____

OPTUM:
OPTUM, INC.

By: _____

Name: John C. Santelli

Title: CIO, Optum

Date: 9-30-14

IN WITNESS THEREOF, the Parties have caused their duly authorized representatives to execute this Data Management and Confidentiality Agreement as of the date(s) written below.

CONTRACTOR:	OPTUM:
hCenitive, Inc.	OPTUM, INC.
By: _Sanjay Singh_	By: _____
Name: _Sanjay Singh_	Name: _____
Title: _CEO_	Title: _____
Date: September 30, 2014	Date: _____

Exhibit F

CommonWay Standards and Templates

Where practicable, Project plans will implement CommonWay forms and procedures to the maximum possible extent. CommonWay Project plan templates and related information are available at the following link:

https://wiki.state.ma.us/confluence/pages/viewpage.action?pageId=69894234

Specifically, and without in any way limiting the foregoing, hCentive will, where practicable, use the following CommonWay templates:

(a)   hCentive will, where practicable, employ and keep up to date the CommonWay RACI Matrix to specify the entities who must be responsible, accountable, consulted and informed over the course of the Project. A template of the RACI Matrix is available at the following link:

> https://wiki.state.ma.us/confluence/download/attachments/69894234/RACI+Sample.pdf?version=2&modificationDate=1259597781000)

(b)   hCentive will, where practicable, employ and keep up to date the CommonWay Risk Register. A template of the Risk Register is available at the following link:

> https://wiki.state.ma.us/confluence/download/attachments/69894234/Risk+Management+Plan+SAMPLE.pdf?version=1&modificationDate=1253731664000)

(c)   hCentive will, where practicable, employ and keep up to date the CommonWay Weekly and Monthly Status Reports. Templates of the Weekly and Monthly Reports are available at the following links:

> https://wiki.state.ma.us/confluence/download/attachments/69894234/Weekly+Status+Report.doc?version=4&modificationDate=1322688450000

> and

> https://wiki.state.ma.us/confluence/download/attachments/69894234/Monthly+Status+Report.doc?version=6&modificationDate=1267111894000

(d)   hCentive will, where practicable, employ and keep up to date the CommonWay Capital Budget Report. A template of the Capital Budget Report is available at the following link:

> https://wiki.state.ma.us/confluence/download/attachments/69894234/Capital+Budget+Sample.pdf?version=1&modificationDate=1267048097000

(e)   hCentive will, where practicable, employ and keep up to date the CommonWay Change Management Plan. A template of the Change Management Plan is available at the following link:

https://wiki.state.ma.us/confluence/download/attachments/69894234/ChangeManagementPlanSample.pdf?version=2&modificationDate=12566542920000

Exhibit G

Security and Data Integrity Requirements

Exhibit H

Statements of Work

Exhibit H

Statement of Work No. 1

This Statement of Work No. 1 ("Statement of Work") is effective as of the Effective Date (defined below), and is entered into pursuant to the Professional Services Agreement, dated as of September 30, 2014 (the "PSA") between hCentive, Inc. ("hCentive") and OptumInsight, Inc. ("Optum", together with hCentive, the "Parties" and each a "Party"). Capitalized terms used herein but that are not defined herein shall have the meanings set forth in the PSA.

---

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

   This Statement of Work is effective as of May 5, 2014 and will continue until all Services and Deliverables have been completed and Accepted; Optum and Customer have given Final Acceptance of the hCentive Solution (defined below); and the Warranty Period has expired, unless terminated earlier or extended by written agreement of the Parties.

---

2. **Services to be Performed**.

2.1. Summary:

   Under this Statement of Work, hCentive shall develop and implement a comprehensive solution necessary to implement standard and mutually agreed custom functionality requested by Customer under the Prime Contract, including configuration of the existing hCentive WebInsure State software (the "BASE Software"), requirement analysis, design, development and testing of the required customizations and enhancements to the BASE Software, and design, development and testing of required inbound and outbound interfaces with the BASE Software and/or interfacing CMS or external applications (collectively, the "hCentive Solution").

   This Statement of Work describes the Services to be performed and Deliverables to be delivered that, together with the Software and the Documentation described under the Software License Agreement, are components of the hCentive Solution. All Deliverables, Documentation, Software and Services delivered under this Statement of Work, the PSA and the Software License Agreement are components of the hCentive Solution, and the hCentive Solution shall meet the defined requirements set forth in Exhibit A (the "Requirements") for a health insurance exchange in accordance with the Affordable Care Act by November 15, 2014 ("Mandatory Go Live Date").

   hCentive's responsibilities under this Statement of Work with respect to the provision of the hCentive Solution shall include, without limitation, the following:

   (a) Planning all activities and responsibilities required for the design, development, customization, configuration, integration, testing, deployment and Acceptance of the hCentive Solution;

1

(b)   Designing the hCentive Solution;

(c)   Expediting or accelerating COTS planned product development;

(d)   Customizing and enhancing the BASE Software;

(e)   Designing, developing, testing and delivering required inbound and outbound interfaces for the hCentive Solution;

(f)   Configuring the hCentive Solution;

(g)   Integrating the hCentive Solution with other systems and Services, including the required inbound and outbound interfaces with the BASE Software and/or interfacing CMS;

(h)   Defining and providing to Optum any software needed to host the hCentive Solution ("Recommended Operating Environment") in order for the hCentive Solution to perform in accordance with all applicable Requirements;

(i)   Supporting Optum's installation and deployment of the hCentive Solution in Optum's hosting environment;

(j)   Supporting troubleshooting of and testing of the hCentive Solution following installation and deployment of the hCentive Solution in Optum's hosting environment;

(k)   Supporting issue identification following installation and deployment of the hCentive Solution in Optum's hosting environment;

(l)   Supporting tuning of the hCentive Solution following installation and deployment of the hCentive Solution in Optum's hosting environment; and

(m)   Resolving identified issues and defects in the hCentive Solution, per details in the Software License and Support Agreement.

2.2.   Overall Goals:

The hCentive Solution shall support the user community with the full exchange capability for Customer developed on the hCentive platform that includes changes to Home Page & Static Content, Single Streamlined Application, Eligibility Determination, Enrollment, and appropriate interfaces with back end systems for Notices and Billing interfaces to the financial systems (DELL) and with Issuers.

The objective of this Statement of Work is for hCentive to deliver the hCentive Solution and provide Customer with a fully functioning and Accepted state health insurance exchange meeting all Requirements on or before the Mandatory Go Live Date.

Without limiting hCentive's general obligation to provide the hCentive Solution or any other obligation of hCentive, hCentive shall:

(a)   Stand up the baseline hCentive HIX platform based on out of the box functionality of the BASE Software as the foundation for the hCentive Solution;

(b)   Configure and where necessary customize the BASE Software to support the Requirements and desired release dates;

(c)   Accelerate certain enhancements that are part of the COTS planned product development if the product timeline does not align with Customer's desired release dates;

(d)   Support Issuer System for Electronic Rate Form Filing ("SERFF") compliant templates to load plans and rates for Qualified Health Plans ("QHPs") and Qualified Dental Plans ("QDPs");

(e)   Deliver the front end functionality, e.g., account creation, application intake, eligibility verification, program determination, plan shopping and plan selection, overall plan management for QHP, QHPs with Advanced Premium Tax Credit ("APTC"), QDP, Massachusetts Connector Care State Wrap ("Massachusetts Wrap") and program assessment for Medicaid Modified Adjusted Gross Income ("MAGI") on or before the Mandatory Go Live Date;

(f)   Identify, configure and implement a Massachusetts Wrap solution to support the eligible population;

(g)   Provide integration support to other systems and Services, including those set forth in Section 2.3(h); and

(h)   Support Optum and Customer in the receipt and use of the hCentive Solution, including testing and production deployment.

2.3.   In-Scope Business Functions and Requirements

hCentive shall provide the Services, including implementation of BASE Software, enhancement, acceleration of COTS planned product development, configuration and integration, and, on or before the Mandatory Go Live Date, shall cause the hCentive Solution to meet the Requirements including, but not limited to, Requirements for the following business functions:

(a)   Application intake, User Interface/User Experience ("UI/UX")
        (i)   Online (individual portal)
        (ii)   On behalf of
(b)   Program determination
        (i)   QHP
        (ii)   QHP + APTC
        (iii)   Medicaid MAGI for 24 aid categories for MassHealth members
(c)   hCentive generates notice payload trigger XML and sends it via SFTP to Dell's notice engine called Correspondence Lite
(d)   Shopping
        (i)   Provider search via URL link to Issuer website showing participating providers (QHP and QDP)
        (ii)   QHP/QDP + APTC

(e)   Plan management
    (i)   Plan loading for 13 Issuers (11 QHP and 2 QDP) and
    (ii)   100+ Plans

(f)   Massachusetts Wrap
    (i)   Program determination
    (ii)   Plan shopping and Plan selection

(g)   Enrollment

(h)   Integration points
    (i)   OptumID Identify Management
    (ii)   Federal Data Services HUB ("FDSH")
    (iii)   Remote Identity Proofing Process ("RIDP") (Experian)
    (iv)   FDSH Social Security Administration ("SSA") Composite
    (v)   FDSH IRS Income
    (vi)   FDSH IRS APTC
    (vii)   FDSH Verified Lawful Presence ("VLP")-1, VLP-2, VLP-3
    (viii) FDSH non-ESI Minimum Essential Coverage ("MEC")
    (ix)   State Medicaid non-ESI MEC
    (x)   MA specific Residency Check (Experian and LexisNexis)
    (xi)   Back office functionality provided by Dell, including Enrollment XML to Dell and Dell Correspondence Lite Notice engine
    (xii)   MMIS Integration
    (xiii) MA 21 Interface for disabled population
    (xiv) Integration with one (1) Print Vendor as identified by MA

(i)   Account Transfer: NOTE: Work suspended by the Commonwealth due to decision to leverage hCentive solution
    (i)   Full Payload Outbound Transfer XML from WebInsure to the Account Transfer gateway
    (ii)   Receiving and processing data from the Account Transfer gateway to WebInsure

(j)   Plan loading based on SERFF

(k)   Provider search

(l)   Noticing: (i) full notice solution up to 8 MassHealth Notices; and (ii) integrating with Dell notice solution for up to 6 ConnectorCare notices

2.4.   Additional Services

hCentive shall provide the following Services to Optum to test and to support deployment and implementation of the hCentive Solution:

(a)   Support Optum's installation and deployment of the hCentive Solution;

(b)   Fully test hCentive Solution in accordance with Section 4.1(e) below;

(c)   Support issue identification following installation and deployment of the hCentive Solution in Optum's hosting environment;

(d)   Support tuning of the hCentive Solution following installation and deployment of the hCentive Solution in Optum's hosting environment;

(e)	Resolve identified Issues and Nonconformities;
(f)	Provide input to Optum deliverables;
(g)	Provide support for internal and external meetings;
(h)	Provide support for gate and readiness reviews; and
(i)	Provide training to designated Optum Personnel regarding the hCentive Solution.

2.5.   Deliverables

hCentive will deliver, and is responsible for, the Deliverables set forth in Exhibit B. All Deliverables shall be subject to Evaluation and Acceptance.

---

3.   <u>Warranty</u>.

Following Final Acceptance, during the Warranty Period and the Post Warranty Support Term, if any, the hCentive Solution (including all Deliverables, Documentation, Software and Services delivered under this Statement of Work) will be interoperable with all other Software delivered by hCentive under this Statement of Work, the PSA or the Software License Agreement, and the hCentive Solution shall (a) conform to the Documentation and the Requirements, and (b) be compatible with, and shall properly operate in, the Recommended Operating Environment, provided that (i) all firmware and all hardware products are operating in accordance with their respective specifications, and (ii) Optum and Customer are using the hCentive Solution on the computer operating system and database software designated as part of the Recommended Operating Environment (or any operating system to which an exchange is allowed) in a proper manner and in compliance with all operating instructions included in the Documentation.

---

4.   <u>Release Scope and Schedule</u>.

hCentive will implement the hCentive Solution through three (3) releases (referred to hereafter as "Release 1," "Release 2" and "Release 3" (each, a "Release")).

4.1.   General Release Requirements

For each Release, hCentive will provide the following Services:

(a)	Gather and validate Functional Requirements and Non-Functional Requirements (each as defined in Exhibit A);
(b)	For Requirements requiring customization or acceleration, perform a high-level and detailed-level design;
(c)	Develop new or modified functionality;
(d)	Configure, develop and unit test all code in accordance with business functions;
(e)	Perform the following types of testing:
	(i) Functional testing: component testing, integrated system testing, regression testing, and other testing necessary to validate that Functional

Requirements for the Release have been designed, developed, and configured successfully; and

(ii) Non-functional testing: performance testing, security testing, and other testing necessary to validate that Non-Functional Requirements for the Release have been designed, developed, and configured successfully;

(f) Compile and provide Release documentation; and

(g) Package and deliver Release for deployment.

4.2. Release Schedule

The following table sets forth the Release schedule for development completion dates, subject to testing and Acceptance:

Release Schedule	Development Completion Dates	Acceptance Deadline
Release 1	June 30, 2014	July 15, 2014
Release 2	July 31, 2014	August 15, 2014
Release 3	September 30, 2014	October 31, 2014
Start of Open Enrollment	October 15, 2014	November 15, 2014
Release Post Enrollment	June 30, 2015	July 30, 2015

hCentive will be responsible for performing the Services described in Section 4.1 with respect to each Release and providing the scope, content and functionality set forth in the following Sections for each Release in time for Evaluation and Acceptance on or before the applicable Acceptance deadline referenced above.

4.3. Releases

hCentive Functionality Release Schedule R1.0 / R2.0 / R3.0				
Work-Track	**Key Functionalities**	**R1.0**	**R2.0**	**R3.0**
		Delivered (Y, N or Updated)		
A	**UI/UX/PD/IDM**			
A	Stylesheet, Home Page, Static Content, Terms & Conditions	Y	U	U
A	IDM (OptumID)	N	Y	U
A	**Workflows**			
A	*CMS Streamline Application (Financial Assistance)*	Y	U	U
A	*Anonymous Browsing*	Y	N	N
A	*Non-FA Assistance*	N	N	Y
A	*Quick Start Eligibility Check*	N	N	Y
A	MAGI (Medicaid) - FFM "Assessment" Parity	Y	N	N
A	MAGI (Medicaid) - Build Medicaid Household	N	Y	N
A	MAGI (Medicaid) -Determination for Limited 24 Aid Cats	N	N	Y

hCentive Functionality Release Schedule R1.0 / R2.0 / R3.0

Work-Track	Key Functionalities	R1.0	R2.0	R3.0
		Delivered (Y, N or Updated)		
A	QHP only	Y	N	N
A	QHP + APTC	Y	N	N
A	QHP + APTC + CSR	Y	N	N
A	QHP Shopping & Plan Selection	Y	N	N
A	QDP Shopping & Plan Selection	Y	N	N
B	Eligibility Interfaces			
B	FDSH - RIDP (remote identify proofing)	Y	N	N
B	FDSH - SSA (social security administration)	Y	N	N
B	FSDH - IRS (Income)	Y	N	N
B	FDSH - non-ESI MEC (non-Employee Sponsored Insurance)	Y	N	N
B	FDSH - IRS (APTC)	Y	N	N
B	FDSH - VLP-1	Y	N	N
B	FDSH - VLP-2 and VLP-3	N	N	N*
B	MMIS - non-ESI MEC check	N	Y	N
B	Experian, LexisNexis (MA Residency Verification)	N	N	Y
C	Plan Management			
C	SERFF 2014 Plan Management Capability	Y	n/a*	n/a*
C	SERFF 2015 Plan Management Capability	N	Y	N
D	Enrollment & Billing			
D	New Enrollment Outbound XML	Y	U	N
D	Change Enrollment Outbound XML	N	N	Y
D	Effectuation Inbound XML	N	N	Y
E	Eligibility Notices			
E	QHP Final Approval Notice	Y	N	U
E	QHP Provisional Approval Notice	Y	N	U
E	QHP Request for Information (RFI)	Y	N	U
E	QHP Denial	N	Y	U
E	MassHealth Assessment	N	Y	n/a*
E	QHP Other Notices (RIDP Notice)	N	N	Y
E	MassHealth Approval (6)	N	N	Y
E	MassHealth Denial (1)	N	N	Y
E	MassHealth RFI (1)	N	N	Y
E	ITD Notice Print Vendor Integration	N	N	Y
F	Medicaid Integration (MassHealth)			
F	Outbound Account Transfer Limited CSV File	Y	n/a*	n/a*

hCentive Functionality Release Schedule R1.0 / R2.0 / R3.0

Work-Track	Key Functionalities	R1.0	R2.0	R3.0
		Delivered (Y, N or Updated)		
F	Outbound Account Transfer Full Payload File	N	Y	n/a*
F	Outbound Response Account Transfer Full Payload File	N	N	n/a*
F	MMIS Eligibility Service Integration	N	N	Y
F	MA-21 Interface (CSV File for non-MAGI Determination)	N	N	Y
G	**Back Office**			
G	Manual Document Verification	N	N	Y
G	Manual ID Proofing	N	N	Y
G	Application Unlock Functionality (during OE)	N	N	Y
G	**On Behalf Of (Agent Portal)**			
A	*Report a change (RAC) on behalf of members*	N	N	Y
A	*Complete new application on behalf members*	N	N	Y
H	**ConnectorCare (State Wrap)**			
H	Program Determination for State Wrap	N	Y	N
H	Plan Shopping and Plan Selection for State Wrap	N	Y	N

Legend

N	Functionality not implemented or not available, or with respect to already existing functionality, there is no change or updates to functionality
Y	Initial implementation of functionality
U	Update to currently functionality in place
n/a*	Functionality obsolete, no longer available or applicable
N*	Not critical for go-live. This functionality must be delivered prior to 12/31/2014

4.4. Post Implementation/Post Acceptance Functionality (to be defined and prioritized into releases to be delivered by 6/30/2015):

    (a) Alfresco integration

    (b) Secure Inbox integration

    (c) Integration with Dell to get notice PDF

    (d) Plan Document Upload Functionality

    (e) Document View/download Functionality

    (f) View Notices for Consumers

    (g) Special Enrollment Period Rules

    (h) Life Status Change after Open Enrollment (Special Enrollment Period)

(i) Processing of Paper Application XML captured from OCR process of Paper Application

(j) Capability to allow shopping for Complex Households

(k) Capability to allow multiple enrollments as per the Insurable relationships

(l) Capability to allow shopping for multiple Tax Households

(m) Capability to filter plans based on Providers (Provider Lookup)

(n) MassHealth MMC Plan Selection

(o) Submit appeal to an external system

(p) Appeal status updates

(q) Appeal notifications

(r) Capability to capture LSC reason/date

(s) Special Enrollment Period Rules

(t) Change APTC Amount

(u) View of Current/Old Application from Back Office

(v) Viewing of HUB Data from Back Office

(w) Display of History to Back Office

(x) Back Office - Ability to start and stop a clock

(y) Capability to override Eligibility Results

(z) Integration with IVR

(aa) Loading Paper Documents from Back Office

(bb) Retroactive Enrollment and Rules

(cc) Web Chat with Consumers

(dd) Display of History to CSR

(ee) Issuer View

(ff) Exchange Admin View

hCentive must have prior written approval from the Optum relationship partner to proceed with any post-implementation work.

---

5. **Project Governance**.

5.1. Project Management

hCentive will apply PMI industry standard project management and governance processes as well as employ "governance-related" controls for this process. The governance structure will address the following key items:
- Documented accountability framework and management process (RACI)
- Detailed, up-to-date project plans according to PMI standards
- Weekly written status report to Optum on accomplishments, issues and next steps
- Meetings with Optum program director and program manager at least weekly to discuss overall status

5.2.   Issue Management

Throughout the duration of the Project, hCentive and Optum will work together to identify and capture, in a timely manner, general management issues related to the Project. The escalation of such issues will be determined based on the severity and handled accordingly.

Issues identified by execution teams will be reported to the team leads. Team leads will further escalate, as necessary, to hCentive's program manager and project manager, and ultimately to hCentive's VP Delivery as well as the Optum relationship partner for resolution. hCentive shall address and resolve all identified issues that are related to the hCentive Solution. Optum, in its sole discretion, shall determine whether an issue is related to the hCentive Solution.

5.3.   Key Personnel

The Key Personnel for hCentive for this Statement of Work are set forth below:
- Nilotpol Kundragrami (Solutions Architect) (Part-Time)
- Anshul Katoch (Development Manager)
- Rajat Sharma (Project Manager)
- Pinkul Goyal (Senior BA)
- Partho Sarkar (Plan Management SME)
- Raghu Venkataraman (Program Manager)

---

6.   **General Responsibilities**.

6.1.   Optum shall be responsible for the following:

(a)   Provide access to Customer Personnel, Customer Subcontractors and other necessary third parties as promptly as possible to allow hCentive to fulfill its responsibilities;

(b)   Work with hCentive to schedule meetings and ensure Customer Personnel, Customer Subcontractors and relevant third parties attend as needed;

(c)   Provide access as promptly as possible to information and material that hCentive reasonably requests, to allow hCentive to fulfill its responsibilities;

(d)   Promptly review and provide feedback to hCentive regarding development of Deliverables, as reasonably requested by hCentive, to allow hCentive to fulfill its responsibilities;

(e)   Provide access to hCentive to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of the Services;

(f)   Overall program governance and management;

(g)   Provide a hosting environment for the hCentive Solution that is consistent with the Recommended Operating Environment;

(h)   Provision Optum IDM;

(i)   Provide ICDs for external integration points;

(j)   Coordinate connectivity with FDSH;

(k)   Coordinate connectivity with MMIS;

(l) Coordinate connectivity with Dell;

(m) Provide connectivity with IDM;

(n) Perform data management for any functions not requiring knowledge of the proprietary data structures;

(o) Perform disaster and recovery planning;

(p) Perform integration testing; and

(q) Perform end-to-end testing.

6.2. Without limiting hCentive's other responsibilities under this Statement of Work, hCentive's responsibilities include the following:

(a) Design, develop and deliver the hCentive Solution, meeting all Requirements set forth in Exhibit A, for Acceptance on or before the Mandatory Go Live Date;

(b) Provide access to hCentive Personnel, as promptly as possible (in light of hCentive's delivery commitments and the requirements of Optum and the Customer) to allow Optum to fulfill its responsibilities;

(c) Work with Optum to schedule meetings and ensure hCentive Personnel and other relevant parties attend as needed;

(d) Provide access as promptly as possible to information and material that Optum reasonably requests, to allow Optum to fulfill its responsibilities;

(e) Promptly review and provide feedback to Optum regarding development of Deliverables, as reasonably requested by Optum, to allow Optum to fulfill its responsibilities;

(f) Provide access to Optum to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of the Services;

(g) Work with Optum to categorize Software Nonconformities;

(h) Work with Optum to categorize Incidents and Problems;

(i) Work with Optum to reach a decision regarding recommendation to deploy the hCentive Solution in production on the Mandatory Go Live Date;

(j) Provide support for meetings and reviews; and

(k) Coordinate with Optum as needed to implement a deployment plan for the hCentive Solution.

6.3. Due to the emergency nature of the procurement of Services under the PSA and this Statement of Work, the parties agree that provisions of the PSA that require hCentive to implement or adhere to CommonWay Methodology do not apply to the Services and Document Deliverables provided under this Statement of Work. In addition, as agreed to by the Parties, certain Document Deliverables were developed prior to the Effective Date without adherence to certain aspects of the CMS (as that term is defined in the PSA) artifacts and life cycle development processes.

7. **Assumptions and Constraints**.

In performing under this Statement of Work, hCentive shall take the following assumptions and constraints into consideration:

(a) Optum will be responsible for establishing data center connectivity with external interfaces;

(b) Optum will provide the sample plan and rate data required for development and testing;

(c) While hCentive's testing team will thoroughly test the hCentive Solution, Optum will be responsible for performing end-to-end testing of the marketplace;

(d) Optum will appoint a project manager for the activities associated with this SOW. The project manager will ensure that knowledgeable business and technical resources within Optum will be made available as required. The project manager will take action to overcome any Optum related obstacles. The project manager will also ensure that any third parties involved in activities associated with this Statement of Work will provide any necessary cooperation. The Optum project manager will be the primary liaison for the hCentive project manager;

(e) All Optum resources deployed to interact with hCentive will have an understanding of hCentive's role and will be familiar with the scope of effort;

(f) All hCentive resources deployed to interact with Optum will have an understanding of Optum's role and will be familiar with the scope of effort;

(g) Optum will provide controlled access for hCentive developers on Optum environments for viewing logs, or will provide the necessary artifacts and/or read-only access to the database;

(h) Optum will be primarily responsible for deployments on Optum environment. hCentive's deployment team will provide the deployment instructions and artifacts in mutually agreed format;

(i) Services will be performed at the Customer site or remotely at the Optum locations listed in the Prime Contract, including identified offshore locations; and

(j) All functionalities will be implemented in English.

---

8. **Acceptance**.

The testing procedures and Acceptance Process set forth in the PSA apply to this Statement of Work, subject to the Severity Level definitions below.

Final Acceptance of hCentive Solution will be deemed to occur on the first date upon which all of the following are satisfied:

1. All of the Deliverables are accepted.
2. Software code for Releases 1, 2 and 3 are released into the production environment for hCentive Solution.
3. Seventy-five percent (75%) of all of all test cases for hCentive Solution included in the Requirements Traceability Matrix have passed.
4. The earlier of (a) the end of the 2014-2015 enrollment season or (b) the earliest date upon which, for a period of fifteen (15) contiguous days, hCentive Solution meets the Performance Service Levels agreed between Optum and Customer.
5. The earlier of (a) the end of the 2014-2015 enrollment season or (b) the earliest date upon which, for a period of fifteen (15) contiguous days, and there have been no Security Incidents (for these purposes defined as unauthorized access to (i) PHI, PII, FTI or DOR Wage Match Data or other Third Party Data (as defined in the Data Management and Confidentiality Agreement) or to (ii) the systems in which such data is stored).

6. All Severity Level 1 Nonconformities and Severity Level 2 Nonconformities (as measured against the Requirements) identified, logged and reported as part of the testing process prior to Go-Live for hCentive Solution are Resolved and implemented into the production environment for hCentive Solution; all Severity Level 3 Nonconformities (as measured against the Requirements in Exhibit B) are identified, logged and reported as part of the testing process prior to Go-Live.
7. All Severity Level 1 Nonconformities, Severity Level 2 and Severity Level 3 Nonconformities (as measured against the Requirements) are identified, logged and reported during the Stability Period are Resolved and implemented into the production environment for hCentive Solution. "Stability Period" means the period commencing on Go Live and continuing until a period of seven (7) contiguous days occurs in which no Severity Level 1 Nonconformities or Severity Level 2 Nonconformities are identified.

Optum and hCentive will mutually agree on the priority of reported Nonconformities, based on this schedule:

Nonconformities Severity Level	Remediation Requirements
Severity Level 1 "Critical"	hCentive will initiate remediation of all reported Severity Level 1 Nonconformities immediately after Optum's notification
Severity Level 2 "High"	hCentive will initiate remediation of all reported Severity Level 2 Nonconformities immediately after Optum's notification
Severity Level 3 "Medium"	hCentive will remediate any outstanding Severity Level 3 Nonconformities as per mutually agreed plan
Severity Level 4 "Low"	hCentive will remediate any outstanding Severity Level 4 Nonconformities as per mutually agreed plan

9. **Application Development Process**.

hCentive shall perform the Services in accordance with the application development processes included in Exhibit C.

10. **Quality Control Standards**.

hCentive shall use the quality control standards (including methods and techniques) in Exhibit D.

11. **Warranty Support Obligations**.

The Warranty Period will commence on the date of Final Acceptance and extend until the later to occur of (a) six (6) months after Final Acceptance and (b) the date upon which all of the following have been met (i) 100% of Test Cases (as identified in the Master Test

Plan) have passed with the exception of test cases that are found to not accurately test the expected functions, (i) Severity Level 1 Nonconformities, Severity Level 2 Nonconformities and Severity Level 3 Nonconformities identified during the six (6) month period following Final Acceptance have been Resolved (with the exception of Severity Level 3 Nonconformities that do not need to be Resolved pursuant to the decision of the Joint Committee) and (iii) Severity Level 4 Nonconformities identified during the six (6) month period following Final Acceptance and mutually agreed between the Parties have been Resolved.

During the Warranty Period, hCentive shall Resolve and implement into production: (a) all Severity Level 1 Nonconformities, Severity Level 2 Nonconformities, Severity Level 3 Nonconformities and mutually agreed upon Severity Level 4 Nonconformities; and (b) all Severity Level 1 Nonconformities, Severity Level 2 Nonconformities and Severity Level 3 Nonconformities that result from the Acceptance Process after deployment of the hCentive Solution into production.

---

12. **Operations Support and Maintenance**.

hCentive shall provide support and maintenance services for the hCentive Solution in accordance with the support terms attached to the Software License Agreement as Exhibit C, Part 1 and Part 2.

---

13. **Payment Schedule, Repayment of Holdback Amount and Liquidated Damages**.

13.1.   Payment Schedule

Optum will pay hCentive for the Services and Deliverables set forth in this Statement of Work on a FP basis.

The table below outlines the payment date, the payment and Holdback Amount for each payment event that triggers payment under this Statement of Work (each, a "Payment Event"). The payment dates provided are approximate based on the Project schedule, anticipated as of the Effective Date, and are subject to change pursuant to a mutually agreed to Change Order. Optum's obligation to make any payment is contingent upon hCentive's delivery, and Optum's and Customer's Acceptance, of all Deliverables associated with the applicable Payment Event. All Deliverables must meet all applicable Requirements, as set forth in Exhibit A, and the applicable Acceptance Criteria, as described in Exhibit B. For purposes of this table, "Code Drop" shall mean the delivery of functionality defined in the Requirements for testing and demonstration purposes.

	Payment Event	Payment Date	Payment	Holdback Amount
1.	Release 1 Code Drop	June 30, 2014	Redacted	Redacted
2.	Release 2 Code Drop	July 31, 2014	Redacted	Redacted
3.	Release 3 Code Drop	September 30, 2014	Redacted	Redacted
4.	Deploy System into	Mandatory Go Live	Redacted	Redacted

14

	Payment Event	Payment Date	Payment	Holdback Amount
	production	Date (November 15, 2014)		
5.	Final Acceptance	Satisfaction of Final Acceptance	Redacted	Redacted
6.	Warranty Period	Upon expiration of the Warranty Period set forth in Article 11	Redacted	Redacted
		Total FP Payments:	Redacted	

13.2. Repayment of Holdback Amount

The holdback provisions set forth in Section 5.5 of the PSA apply to this Statement of Work. The Holdback Amount under this Statement of Work will be paid to hCentive in accordance with the following schedule:

- Redacted% of the Holdback Amount will be paid upon deployment of the hCentive Solution into production, regardless of whether the hCentive Solution has been Finally Accepted;
- Redacted% of the Holdback Amount will be paid upon Final Acceptance of the hCentive Solution; and
- Redacted% of the Holdback Amount will be paid back at the end of the Warranty Period set forth in Article 11 of this Statement of Work.

13.3. Liquidated Damages

The liquidated damages provisions set forth in Section 1.6 of Part III of Exhibit A to the PSA apply to this Statement of Work.

The Documentation Deliverables to be provided by hCentive pursuant to this Statement of Work, the role of hCentive, and the level of contribution for the purposes of the calculation of the liquidated damages pursuant to Section 1.6 of Part III of Exhibit A to the PSA are set forth in the table below.

A "Late Deliverable" is any Documentation Deliverable identified in Exhibit B that is not submitted prior to 11:59 p.m. Eastern Time on Submission Date (as identified in Exhibit B). An "Unsatisfactory Deliverable" for liquidated damages purposes only is a Documentation Deliverable identified in Exhibit B that has not been found to be satisfactory (as agreed in Exhibit B, a Documentation Deliverable will be deemed to be satisfactory for purposes of liquidated damages only provided that CMS review of the Documentation Deliverable indicates that it is satisfactory) through CMS review prior to 11:59 p.m. Eastern Time on December 1, 2014 (except to the extent that CMS provides additional time in order for a satisfactory Documentation Deliverable to be provided, in which case such new date will govern).

Liquidated damages assessed for each Documentation Deliverable included in the table below that is not submitted on the date it is due of $Redacted per day per Documentation

Deliverable until the day it is submitted, excluding the day it is submitted, up to a maximum damage of $Redacted per Documentation Deliverable for both (a) and (b). Liquidated damages assessed for each Documentation Deliverable not deemed Satisfactory by CMS of $Redacted per Documentation Deliverable.

Documentation Deliverable	Role of hCentive	Level of hCentive Contribution
Project Management Plan (the following sections only): • Subcontractor Management Plan • Configuration Management • Software Process Management • Development Management • Release Plan	Contribute	Co-Contributor
Business Requirements Document (BRD)	Review and confirm	Co-Contributor
Business Rules Document: Program determination rules	Contribute	Co-Contributor
hCentive System Architecture Design Document (SADD)	Contribute	Co-Contributor
hCentive ICD Financial Management / Enrollment interface	Contribute	Co-Contributor
hCentive ICD Medicaid	Contribute	Primary Contributor
hCentive ICD FDSH	Contribute	Primary Contributor
ICD Notices (QHP & Medicaid)	Contribute	Primary Contributor
Data Management Plan	Contribute	Minor Contributor
Database Design	Contribute	Minor Contributor
Preliminary RTM, inclusive of all functional and non-functional test cases (1)	Contribute	Minor Contributor
Final RTM, inclusive of all tests cases from Preliminary RTM and additional test cases (1)	Contribute	Minor Contributor

Documentation Deliverable	Role of hCentive	Level of hCentive Contribution
Master Test Plan inclusive of all test types set out below, and all sub-plans): • Smoke • Regression • Function • Component • System Integration • End to End • User Acceptance • Performance • Security • Production Validation • Automation • Blueprint Testing • Wave Testing	N/A	N/A
Master Test Report (report of all testing through code freeze; will serve as the summary of all daily test reports)	N/A	N/A
Master Defect Report (report of all defects through code freeze, will serve as the summary of all daily defect reports)	Review and confirm	Minor Contributor
Training Plan	Contribute	Minor Contributor
User Guide	Provide	Primary Contributor
Implementation Plan	Contribute	Co-Contributor
Operations and Maintenance Manual [O&M]	Contribute	Co-Contributor
Disaster Recovery Plan	Contribute	Minor Contributor

(1) Each RTM provided will be substantially complete and consist of all documented test cases expected to be executed before Go-Live that are available as of the date of each RTM. Thus the Preliminary RTM will include test cases available as of the date of its publication, and the Final RTM will contain the complete set of test cases. Test cases may be added after submission and some of the test cases will not be executed.

14.   **Intellectual Property**.

14.1.   **Federal License Rights**.

In addition to the rights granted by hCentive to Optum and Customer in the PSA, hCentive acknowledges that the PSA (including this Statement of Work) and the Software License Agreement are in support of Customer's implementation of the Patient Protection and Affordable Care Act of 2010, and is subject to the certain property rights

provisions of the Code of Federal Regulations and grants from CMS. The PSA and the Software License Agreement are subject to, and incorporate by reference, certain federal regulations including but not limited to 45 C.F.R. Part 74.36 and 45 C.F.R. Part 92.34 governing rights to intangible property. The Federal Awarding Agency will obtain a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use and authorize others to use, for federal government purposes, the copyright in any Deliverables or Software developed in connection with the Services under the PSA or the Software License Agreement that were funded through federal grants awarded to certain Commonwealth entities, or a subgrant or subcontract thereof, and in any rights to a copyright purchased under the PSA and the Software License Agreement with funds received by the certain Commonwealth entities through federal grant awards. hCentive is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 C.F.R. Part 401. The Federal Awarding Agency shall have no rights in material or intellectual property developed, purchased or licensed by hCentive using private funds.

[SIGNATURE PAGE FOLLOWS]

OptumInsight, Inc.

[signature]

Signature

John C. Santelli

Printed Name

CIO, Optum

Title

9-30-14

Date

hCentive, Inc.

Signature

Printed Name

Title

Date

OptumInsight, Inc.

_____
Signature

_____
Printed Name

_____
Title

_____
Date

hCentive, Inc.

_____
Signature

Sanjay Singh
_____
Printed Name
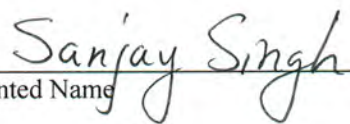
CEO
_____
Title

September 30, 2014
_____
Date

Exhibit A
Requirements

1. **hCentive Solution Requirements**

    hCentive shall cause the hCentive Solution to comply at all times, commencing on the Mandatory Go Live Date, with (a) the Requirements listed in Appendix A-1 and (b) the Legal Compliance Requirements (as defined below).

1.1. Legal Compliance Requirements

    hCentive shall cause the hCentive Solution to comply at all times, commencing on the Mandatory Go Live Date, with all applicable Laws and Customer policies (collectively, with the Laws and Customer policies listed in Appendix A-2, the "Legal Compliance Requirements"), and has designed and provided and shall design and provide during the provision of any Maintenance and Support Services under the Software License Agreement the hCentive Solution in a manner so as to cause Optum's and Customer's receipt and use of the hCentive Solution to comply with the Legal Compliance Requirements. The hCentive Solution does not have to comply with the Enterprise Accessibility Standards and interoperability with the AT/IT List until the Subcontract Accessibility Date.

2. **Classification of Functionality**

If not specifically stated, the functionality detailed in this section is considered part of the BASE Software.

If not specifically stated, the functionality detailed in this section is considered part of the BASE Software.

2.1. Expedited or Accelerated Functionality

hCentive shall design and develop the following features as expedited developments such that the hCentive Solution will meet the Requirements on or before the Mandatory Go Live Date.

Classification: EXPD

Functionality / Feature
Remote ID Proofing
Ability to bypass remote ID proofing for paper application
Linking Paper Application with User
Capture special circumstances information (Disability, Long term care, HIV, BCC, AI/AN)
Multiple Program Determination (allow shopping for some Medicaid Eligible population)
Outbound AT XML Generation as per FFM

Functionality / Feature
Ability to Change Plans during Open Enrollment
Capability to mark an Consumer "Manually ID Proofed"
Capability to make updates and changes on behalf of Consumer (please see the list of changes in Update and Change section)
Load list of navigators
Load list of certified application counselors
Select certified application counselor
Capability to associate Navigators/Certified Application Counselors to Consumers

2.2.   Custom Development

hCentive shall design and develop the following features as custom developments such that the hCentive Solution will meet the Requirements on or before the Mandatory Go Live Date.

Classification: IMPL

Functionality / Feature
State Specific Medicaid Program Determination
WRAP Eligibility Determination
Assignment of Aid Categories to MassHealth population
Program Determination
Assign aid categories for Federal MAGI Medicaid (10 Aid categories)
Assign aid categories (2)for BCC and HIV
Collect any missing info for Undocumented and PRUCOL
Assign aid categories (12) to all Immigrants application
Add verification rules, if required

2.3.   Integration

hCentive shall integrate the following features into the hCentive base product upgrades that are applied as part of the COTS planned product development such that the hCentive Solution will meet the Requirements on or before the Mandatory Go Live Date.

Classification: INTG

Functionality that required base product Integration
Potential exchange eligibility determination
Enterprise Identify Management Solution for Consumer
Eligibility determination notification to individual/family
Approval Notice
Denial Notice

Functionality that required base product Integration
Request for Information Notice
MassHealth Assessment Notice
Employer Notice for employee being eligible in marketplace
RIDP notice
View Notice
Outbound AT XML with some additional fields (TBD) needed for MEP Processing
Consumption of Outbound response AT XML
Proceess Outbound Response XML Status
Store Outbound Response Aid Category code into the system
MassHealth Notices
Interface with Print Vendor
Interface to State MMIS system
MassHealth MMC Plan Selection
Consumption of Enrollment XML response
Display the Dell URL for Payment
Submit appeal to an external system
Appeal status updates
Alfresco integration
Secure Inbox integration
Integration with Dell to get notice PDF
Integration with IVR
Loading Paper Documents from Back Office

<u>Appendix A-1</u>
Functional and Non-Functional Requirements

[see attached]

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.10.1	The hCentive system will deny an applicant for incarceration who is not pending disposition. (i.e., confined but not convicted)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.10.2	The hCentive system will not deny an applicant for incarceration who is pending disposition.(ie confined but not convicted)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.10.3	The hCentive system will not deny an applicant for incarceration if there is an incarceration inconsistency. (e.g. user does not attest to being incarated but FDSH confirms the individual is incarcerated). In this case, the application would receive provisional eligibility and would be required to submit verification documentation.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.10.4	The hCentive system will accurately deny an applicant who is deceased	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.10.5	The hCentive system will accurately deny a single applicant who is not a MA resident	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.10.6	The hCentive system will not deny an applicant who is not residing in state and who is a joint tax filer or a tax dependent of a MA resident.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.1	The hCentive system will accurately require additional information for an applicant when the hub indicated income is more than10% greater than the attested income	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.10	The hCentive system shall have the ability to not require additional information for an applicant who is Denied or assessed eligible for Medicaid	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.2	The hCentive system will accurately require additional information for an applicant with pending disposition.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.3	The hCentive system will accurately require additional information if the user does not attest to being incarcerated but FDSH indicates incarceration	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.4	'The hCentive system will accurately require additional information for an applicant when the service call made to the hub could not verify the immigration status	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.5	The hCentive system will accurately require additional information for an applicant whose residency information could not be verified by the service call made to Experian and Lexis Nexis	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.6	'The hCentive system will accurately require additional information for an applicant who attested to being AI / AN	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.7	The hCentive system will accurately require additional information for an applicant whose citizenship status could not be verified by the service call made to the SSA and DHS	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.8	The hCentive system shall have the ability to require additional information for an applicant who needs to verify multiple verification types	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.11.9	The hCentive system shall have the ability to not require additional information for a QHP eligible applicant who does not need to verify information	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.12.1	The hCentive system will accuately identifies the appropriate SLCSP to retrieve the max. APTC amount from the FDSH for applicants who are eligible for QHPs and APTCs	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.12.10	If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will accurately change the APTC and state wrap amounts for PT2b	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.11	If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will accurately change the APTC and state wrap amounts for PT3a	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.12	If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will accurately change the APTC and state wrap amounts for PT3b	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.2	The hCentive system will accurately change the APTC amounts if an applicant eligible for QHP with APTC adjusts their APTC amount	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.12.3	The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC amount from the FDSH and accurately calculate the state wrap amount for applicants eligible for state wrap (Connector Care - PT1)	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.4	If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will accurately change the APTC and state wrap amounts - PT1 plans	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.5	The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC amount from the FDSH and accurately calculate the state wrap amount for applicants eligible for state wrap (Connector Care - PT2a)	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.12.6	The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC amount from the FDSH and accurately calculate the state wrap amount for applicants eligible for state wrap (Connector Care - PT2b)	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.7	The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC amount from the FDSH and accurately calculate the state wrap amount for applicants eligible for state wrap (Connector Care - PT3a)	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.8	The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC amount from the FDSH and accurately calculate the state wrap amount for applicants eligible for state wrap (Connector Care - PT3b)	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.12.9	If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will accurately change the APTC and state wrap amounts for PT2a	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.1	The hCentive system will allow an applicant determined to be eligible for State Wrap (Connector Care) to adjust their APTC amount and make the appropriate calculations based on the state wrap methodology	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.10	The hCentive system will allow the applicant to sort and filter plans	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.11	The hCentive system will allow an applicant determined to be eligible for QHPs with APTCs to adjust their APTC amount	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.12	The hCentive system will display provider links	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.16	The hCentive system will allow the applicant to select and add a plan to the cart	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.17	The hCentive system requires the applicant to attest to Terms and Conditions at the end of plan selection and to confirm their enrollment	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.18	The hCentive system captures and stores the information required by issuers to effectuate enrollment	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.19	The hCentive system shall allow the user to apply any remaining APTC amount from QHP to dental coverage.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.2	The hCentive system will display a monthly premium of zero dollars if the maximum APTC of the applicant is greater than the original plan premium	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.3	The hCentive system shall display the ConnectorCare plans only if the user is determined for ConnectorCare plans	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.4	The hCentive system shall allow a user to shop for a plan after they have authenticated and received eligibility determination	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.5	The hCentive system shall allow the user to view the plans that they can shop and enroll in a plan based on their program determination (QHP)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.13.6	The hCentive system shall allow the user to view the QDP plans that they can enroll in based on their program determination	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.13.9	The hCentive system will allow the applicant to compare a maximum of three plans	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.14.1	The hCentive system shall display a message informing the user to call the customer service if they wish to purchase a QDP only by calling the customer service.	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.14.10	The hCentive system shall exhibit Connector logo and branding on all applicable pages of the website.	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.11	The hCentive system shall display a color scheme that is consistent with the style guide approved by CCA.	Important	R2	hCentive
(A) UI / UX / PD / IDM	A.14.12	The hCentive system shall display navigation elements such as breadcrumbs and other navigation elements that are consistent with the style guide approved by the CCA.	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.13	The hCentive system shall provide seamless integration between the CCA home page and the hCentive Individual portal	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.14.14	The hCentive system shall provide users a consistent user experience ('look and feel')	Useful	R1	hCentive
(A) UI / UX / PD / IDM	A.14.15	The hCentive system shall provide users a consistent user experience ("look and feel") - including Wrap	Useful	R2	hCentive
(A) UI / UX / PD / IDM	A.14.17	The hCentive system shall display MA specific help and contextual text to the user throughout the online eligibility application and shopping process	Important	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.14.19	Layout and Design - Any hCentive web pages must use HTML markup tags according to industry standards	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.2	The hCentive system will ask for the net income while calculating the self-employment income of the applicant	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.14.20	hCentive web pages shall control presentation with style sheets, but the web pages must be organized so they are readable without requiring an associated style sheet	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.21	hCentive web pages shall avoid using frames	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.22	hCentive web pages must be usable when scripts, applets, or other programmed objects are turned off or are not supported	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.23	hCentive web pages must use clear and consistent navigation mechanisms	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.25	The hCentive system will include format validation checks (i.e. field verifications) for all user data input fields in all screens	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.26	The hCentive system will display appropriate error messages if format validation checks (i.e. field verifications) are not met	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.29	The hCentive system will be compatible with multiple browsers, e.g. Internet Explorer, Mozilla Firefox, Safari, Chrome; versions released between 2011-2014 and later versions	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.14.3	The hCentive system will ask for the pregnancy information of all female users aged between 8 - 65 years	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.14.5	The hCentive system shall collect the immigration/citizenship information of all applicants applying for unsubsidized health and dental coverage	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.14.6	The hCentive system shall allow the user to print "My Enrollments" and " Application Summary Page"	Useful	R3	hCentive
(A) UI / UX / PD / IDM	A.14.7	The hCentive system shall display a message on the "Results" screen to inform the user on how to go forward with the application if he/she is assessed for MassHealth. Text to be displayed : If you or some of your household members are eligible for MassHealth, your application requires additional processing. <Click here> to learn more about what to do next	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.14.8	hCentive system shall capture the average monthly income if the user attests to not having a steady month to month income	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.14.9	The hCentive system shall exhibit a design that is consistent with visual style approved by CCA	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.15.1	The hCentive system user interface shall conform to industry standards for web accessibility (508 Compliance)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.15.3	hCentive web pages must provide a text equivalent for every non-text element	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.15.7	hCentive web pages must ensure that the use and selection of color do not affect the information conveyed on a page	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.15.8	Information published on any hCentive web pages must be published in HTML, whenever possible, to eliminate the need for additional software	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.1	The IDM system shall have the ability to allow users to create accounts to use the hCentive system	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.10	The hCentive system shall support an Individual User Role for authenticated users that allows a applicant to start an eligibility application, complete shopping, etc.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.12	The hCentive system shall support a Customer Service Representative (CSR - Basic) User Role "On Behalf Of" for authenticated users that can assist applicants complete and eligibility application and select a plan, etc. and make changes to an application	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.13	The hCentive system shall support a Customer Service Representative (CSR - Supervisor) User Role for authenticated users that can assist applicants complete and eligibility application and select a plan, etc., make changes to an application, perform ID management functions to support user self-service functions (i.e. Reset Password, Forgot Password, Forgot Username and Unlock Account)	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.16.18	The hCentive System must be integrated with identity matching solution (Optum ID)	Critical	R2	IDM

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.16.19	The Massachusetts Health Connector logo will appear in the upper left corner of the IDM screens	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.2	The IDM system requires users to provide the following information to create an account: First Name, Last Name, Email Address, Username, Password	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.20	Email correspondence from the IDM system will include the phone # and email address for the CSR (Dell).	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.21	CSR representatives will not be allowed to reset user passwords, change the security questions/answers or/ and change the users email address within the IDM system.	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.22	IDM Privacy Policy, Terms and Conditions, Help, error messages, Email language and copyrights are based on Optum ID language.	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.23	Email from the IDM system comes from "OptumIDInbox".	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.24	The hCentive user navigates to the Optum ID pages for the following: Sign In, Forgot Password, Create an account, unlock their account and Forgot Username.	Critical	R2	IDM
(A) UI / UX / PD / IDM	A.16.3	The IDM system requires users to choose three specific questions from a list of security questions and answer these questions to support additional credentialling	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.4	The IDM system will generate and send a verification URL and confirmation code to the applicant's email	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.5	The IDM system requires the user to click on the link or enter the confirmation code into the account verification screen to activate their account	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.6	The IDM system shall have the ability to authenticate users using the hCentive system using username and password	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.7	For Self Service processes (i.e., Reset Password, Forgot Username, Forgot Password, Unlock Account), the IDM system requires First Name, Last Name, Email Address, security question authentication if a different IP address is used by the user	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.8	The IDM system shall lock a user's account after 3 failed attempts to login to the hCentive system	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.16.9	The hCentive system shall support unauthenticated users that are limited to anonymous browsing and basic website navigation (i.e. cannot start an eligibility application)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.2.1	The hCentive system will allow users to view their profiles: Overview, My Profile, My Eligibility, My Appeals, My Enrollments	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.2.2	The hCentive system will allow users to access an application previously started	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.2.4	The hCentive system will provide information to applicants seeking to appeal their determination and provide a link to an external website to download an appeals form	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.2.5	The hCentive system will allow users to view a submitted application	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.2.6	The hCentive system will allow users to view enrollment information such as the plans selected (QHP, QDP), enrollment ID, primary contact name, submission date and effective date	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.2.7	The hCentive system will allow users to view enrollment information (ConnectorCare) such as the ConnectorCare plan selected, enrollment ID, primary contact name, submission date and effective date.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.3.1	The hCentive system shall allow a user to anonymously enter basic information (month and year of birth, zip code, start coverage date, coverage type) to browse unsubsidized QHPs and QDPs and the associated rates	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.3.2	The hCentive system shall allow an anonymous user to go thorugh the shopping experience (i.e. view plan benefits, use sort and filter capabilities, provider links, etc.)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.3.3	The hCentive application accurately displays rates for unsubsidized QHPs and QDPs as provided by the issuers	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.3.4	The hCentive system will prevent an anonymous user from buying a QHP or QDP without registering for an account or going through eligibility verification	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.3.5	The hCentive system shall allow a user to start an application after going through the anonymous browsing shopping experience	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.4.1	The hCentive system shall allow a user to create an account by clicking on the "Individual and Families" link on the Connector website	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.12	The hCentive system shall allow an Authorized Representative to fill out the application on the applicant's behalf.	Important	R1	hCentive
(A) UI / UX / PD / IDM	A.4.13	The hCentive system shall allow a Navigator, Certified Application Counselor to fill out the application on the applicant's behalf.	Important	R3	hCentive
(A) UI / UX / PD / IDM	A.4.2	The hCentive system shall allow a user to log into their account after they have been authenticated with their username and password	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.3	The hCentive system shall require a user to attest to Terms and Conditions ("Notice of Consent and Authorization") prior to sending the applicant's information to the Federal Data Services Hub	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.4	The hCentive system shall allow a user to complete an unsubsidized eligiblity application (based on the CMS Single Streamlined Application)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.5	The hCentive system shall allow a user to complete an unsubsidized eligiblity application without needing to provide income information	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.6	The hCentive system shall allow a user to complete a subsidized eligiblity application (based on the CMS Single Streamlined Application)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.7	The hCentive system shall allow a user to complete a subsidized eligibility application including the ability to make a MassHealth eligibility assessment.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.4.8	The hCentive system shall require a user to provide income information to complete a subsidized eligiblity appliation	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.4.9	The hCentive system shall require a user to attest to Terms and Conditions ("Rights and Responsibilities") prior to submitting an eligibility application	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.5.1	The hCentive system shall accurately perform unsubsidized QHP program determination for a single tax household - single person with FPL over 400%.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.5.12	'The hCentive system will accurately perform QHP, APTC and State Wrap program determination for a multi tax households.	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.5.13	The hCentive system will accurately perform QHP, APTC and State Wrap program determination for applicants and households across various age bands, i.e. <19, 19-20, 21-64, 65+	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.5.15	The hCentive system shall have the ability to accurately assess applicants in various mixed household scenarios (e.g. QHP and dependent child eligible for CHIP; QHP and over 65 spouse eligible for Medicaid)	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.5.2	The hCentive system shall accurately perform unsubsidized QHP and QDP program determination for a single tax household - two persons with FPL over 400%.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.5.3	The hCentive system shall accurately perform unsubsidized QHP and QDP program determination for a single tax household - 3+ households with FPL over 400%.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.5.4	If the applicant(s) attest to having MEC Medicaid or CHIP, and/or if MMIS confirms the applicant(s) has MEC Medicaid or CHIP, the hCentive system shall program determine the applicant for unsubsidized QHP (i.e. they will not be eligible for APTC or State Wrap)	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.5.7	The hCentive system shall accurately perform program determination for a single tax household - single person with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.5.8	The hCentive system shall accurately perform program determination for a single tax household - two persons with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.5.9	The hCentive system shall accurately perform program determination for a single tax household - 3+ households with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.1	The hCentive system shall accurately perform program determination for a single tax household - single person with 0-100% FPL who are not eligible for Medicaid due to immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.10	The hCentive system shall accurately perform program determination for a single tax household - single person with 200.01-250% FPL who are ineligible for Medicaid as eligible for Connector Care PT3a.	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.6.11	The hCentive system shall accurately perform program determination for a single tax household - two persons with 200.01-250% FPL who are ineligible for Medicaid as eligible for Connector Care PT3a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.12	The hCentive system shall accurately perform program determination for a single tax household - 3+ households with 200.01-250% FPL who are ineligible for Medicaid as eligible for Connector Care PT3a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.13	The hCentive system shall accurately perform program determination for a single tax household - single person with 250.01-300% FPL who are ineligible for Medicaid as eligible for Connector Care PT3b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.14	The hCentive system shall accurately perform program determination for a single tax household - two persons with 250.01-300% FPL who are ineligible for Medicaid as eligible for Connector Care PT3b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.15	The hCentive system shall accurately perform program determination for a single tax household - 3+ households with 250.01-300% FPL who are ineligible for Medicaid as eligible for Connector Care PT3b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.16	The hCentive system will handle program determination for multi-tax households	Critical	R3	hCentive
(A) UI / UX / PD / IDM	A.6.17	The hCentive system should be able to capture current income and projected income and use current income for Medicaid program determination, and projected income for Exchange program determination	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.2	The hCentive system shall accurately perform program determination for a single tax household - single two person with 0-100% FPL who are not eligible for Medicaid due to immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.3	The hCentive system shall accurately perform program determination for a single tax household - 3+ households with 0-100% FPL who are not eligible for Medicaid due to immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.4	The hCentive system shall accurately perform program determination for a single tax household - single person with 100.01-150% FPL who are ineligible for Medicaid as eligible for Connector Care PT2a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.5	The hCentive system shall accurately perform program determination for a single tax household - two persons with 100.01-150% FPL who are ineligible for Medicaid as eligible for Connector Care PT2a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.6	The hCentive system shall accurately perform program determination for a single tax household - 3+ households with 100.01-150% FPL who are ineligible for Medicaid as eligible for Connector Care PT2a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.7	The hCentive system shall accurately perform program determination for a single tax household - single person with 150.01-200% FPL who are ineligible for Medicaid as eligible for Connector Care PT2b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.8	The hCentive system shall accurately perform program determination for a single tax household - two persons with 150.01-200% FPL who are ineligible for Medicaid as eligible for Connector Care PT2b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.6.9	The hCentive system shall accurately perform program determination for a single tax households - 3+ households with 150.01-200% FPL who are ineligible for Medicaid as eligible for Connector Care PT2b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.7.1	'The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (QHP) - unsubsidized	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.7.2	The hCentive system shall have the ability to accurately generate and display on the screen a Provisional Eligiblity Approval (QHP) - unsubsidized and also display the required verification doumentation.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.7.3	The hCentive system shall have the ability to accurately generate and display on the screen a Final QHP + APTC Eligiblity Approval	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI / UX / PD / IDM	A.7.4	The hCentive system shall have the to ability accurately generate and display on the screen a Provisional QHP + APTC Eligiblity Approval and also display the required verification doumentation.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.8.1	The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (Wrap) for the PT1.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.10	The hCentive system shall have the ability to accurately generate and display on the screen a Provisional QHP + APTC Eligiblity Approval for the PT3b and also display the required verification doumentation.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.2	The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (Wrap) for the PT2a.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.3	The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (Wrap) for the PT2b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.4	The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (Wrap) for the PT3a	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.5	The hCentive system shall have the ability to accurately generate and display on the screen a Final Eligiblity Approval (Wrap) for the PT3b.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.6	The hCentive system will have the ability to accurately generate a Provisional QHP + APTC Eligiblity Approval for the PT1 and also display the required verification documentation	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.7	The hCentive system shall have the ability to accurately generate and display on the screen a Provisional QHP + APTC Eligiblity Approval for the PT2a and also display the required verification doumentation.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.8	The hCentive system shall have the ability to accurately generate and display on the screen a Provisional QHP + APTC Eligiblity Approval for the PT2b and also display the required verification doumentation.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.8.9	The hCentive system shall have the ability to accurately generate and display on the screen a Provisional QHP + APTC Eligiblity Approval for the PT3a and also display the required verification doumentation.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.9.1	The hCentive system shall have the ability to accurately assess an applicant eligible for Medicaid based on the Medicaid Assessment (MAGI) rules that have been provided.	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.9.2	The hCentive system shall have the ability to accurately assess an applicant eligible for Medicaid, including Medicaid household composition	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.9.3	The hCentive system shall have the ability to accurately assess an applicant eligible for Medicaid based on the Medicaid Assessment (Non-MAGI,ie Foster Care and Disability) rules that have been provided.	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.9.4	The hCentive system will accurately assess the applicant with BCC as medicaid eligible with FPL upto 250%	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.9.5	The hCentive system will accurately assess the applicant with HIV as medicaid eligible with FPL upto 200%	Critical	R2	hCentive
(A) UI / UX / PD / IDM	A.9.6	The hCentive system will accurately assess the applicant who is a pregnant as medicaid eligible with FPL utpo 200% with immigration statuses of CIT, QLP, QAB, ILP	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.9.7	The hCentive system will accurately assess the children under 19 as MassHealth eligible with FPL upto 300%	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.9.8	The hCentive system will accurately assess Non- LPR immigrants for MassHealth with FPL upto 300%	Critical	R1	hCentive
(A) UI / UX / PD / IDM	A.9.9	The hCentive system will accurately assess the foster care children upto an age of 26 for MassHealth	Critical	R2	hCentive
(A) UI/UX/PD MH	AA.1.1	The MassHealth process shall utilize the hCentive program determination functionality to determine eligibility and, if eligible, assign the applicant to only one of the 24 prioritized aid categories.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1011	The individual's denial reason is "age 65" if the individual's age >= 65	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.1022	"The individual's denial reason is "Self-declared health insurance" if the individual has self-declared health insurance and the individual is applying for financial assistance and the individual meets MassHealth denial reason requirements for self-declared insurance BCCTP	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1023	"The individual's denial reason is "Self-declared health insurance" if the individual has self-declared health insurance and the individual is applying for financial assistance and the individual's age > 21 and the individual's citizenship/immigration status (for MassHealth) = "NQP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1024	"The individual's denial reason is "Self-declared health insurance" if the individual has self-declared health insurance and the individual is applying for financial assistance and the individual's age >= 19 and the individual's age < 21 and the individual's citizenship/immigration status (for MassHealth) = "NQP" and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth < the individual's applicable monthly 300% FPL limit for MassHealth and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1026	"The individual's denial reason is "voluntary withdrawal" if it is currently known whether or not the individual has withdrawn voluntarily and the individual has withdrawn voluntarily	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1028	"The individual's denial reason is " "moved out of the household (MassHealth)" if the individual has moved out of the applying household (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1032	"If it is designated that the indivdual is no longer pregrant, hCentive will re-run eligibiltiy and determine eligibility. If no longer eligible, will send closing reason to MMIS system.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1038	"The individual's denial reason is "enrolled in another MassHealth Program (MA21, MMIS)" if the individual's evaluated eligibility result's program type = "MMIS"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1052	the individual meets MassHealth denial reason requirements for self-declared insurance BCCTP if the individual is not ineligible for premium coverage types due to unpaid MassHealth premiums and the individual's citizenship/immigration status (for MassHealth) = "CIT" and the individual's age < 65 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth < the individual's applicable monthly 250% FPL limit for MassHealth and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 133% FPL limit for MassHealth and the individual is eligible for BCCTP	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.1053	the individual meets MassHealth denial reason requirements for self-declared insurance BCCTP if the individual is not ineligible for premium coverage types due to unpaid MassHealth premiums and the individual's citizenship/immigration status (for MassHealth) = "QLP" and the individual's age < 65 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth < the individual's applicable monthly 250% FPL limit for MassHealth and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 133% FPL limit for MassHealth and the individual is eligible for BCCTP	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.162	the individual's preliminary results indicate a need to provide citizenship/immigration status documentation if the individual's citizenship/immigration status inconsistency period has not elapsed the individual's citizenship/immigration status is not verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.163	the individual is lawfully present if the individual's citizenship/immigration status = "CIT"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.164	the individual is lawfully present if the individual's citizenship/immigration status = "QLP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.165	the individual is lawfully present if the individual's citizenship/immigration status = "QAB"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.166	the individual is lawfully present if the individual's citizenship/immigration status = "ILP"	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.17	Applicants that claim disability and applicants that do not attest to a disability on the application yet are regarded as disabled by the Federal Data Services Hub are identified in a hCentive-generated report for processing via manual workaround in MA21.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.170	the individual is 5-year barred IF the individual's attested citizenship/immigration status = "QAB" and the individual's attested immigration status awarded date is currently known and the application request date is earlier than the date 5 years after the individual's attested immigration status awarded date and the individual's attested U.S. entry date is currently known and the individual's attested U.S. entry date is later than 1996-08-22	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.171	the individual is 5-year barred if it is currently known whether or not the individual's FDSH response indicates that the individual is 5-year barred and the individual's FDSH response indicates that the individual is 5-year barred and it is currently known whether or not the individual's FDSH response indicates that the 5-year bar period has not been met and the individual's FDSH response indicates that the 5-year bar period has not been met	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.172	the individual's citizenship/immigration status inconsistency period has not elapsed IF the application request date <= the individual's citizenship/immigration status default inconsistency period end date	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.174	The individual's MassHealth citizenship/immigrations status default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.18	Potentially disabled applicants are allowed to process through the hCentive solution and be assigned to applicable MAGI MH coverage.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.186	the individual's FDSH incarceration response is "Not Incarcerated" if the individual's FDSH incarceration status is no data found OR	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.192	the individual's FDSH response incarceration response is "Incarcerated" if the individual's FDSH incarceration status code is data found and the individual's FDSH incarceration indicator is yes	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.194	the individual is not incarcerated (for MassHealth) if the individual's attestations for incarceration status indicate that the individual is not incarcerated and the individual's FDSH incarceration response = "Not Incarcerated" or Null/Unknown	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.196	The individual is not incarcerated for MH if the individual atteststhey are not incarcerated and the provides manual verification that they are not incarcerated.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.197	the individual is not incarcerated (for MassHealth) if the individual's attestations for incarceration status indicate that the individual is not incarcerated and the individual's preliminary results indicate a need to provide incarceration documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.203	the individual's preliminary results indicate a need to provide incarceration documentation (for MassHealth) IF the individual's attestations for incarceration status indicate that the individual is not incarcerated and the individual's FDSH incarceration response = "Incarcerated" AND the individual's incarceration status inconsistency period (for MassHealth) has not elapsed	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.21	hCentive must be able to accept and update from the back office functionality that a verification request has been met and trigger program determination.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.217	the individual's incarceration status inconsistency period (for MassHealth) has not elapsed IF the application request date <= the individual's MassHealth incarceration status default inconsistency period end date	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.219	The individual's MassHealth incarceration status default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.22	The MassHealth PD process shall trigger a program determination by one of the prioritized life event changes through the update and change functionality	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.24	The MassHealth PD process shall trigger a time clock when necessary based on the results of a program determination.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.247	The individual is claimed as a dependent if the individual's tax filing status = "Dependent"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.248	The individual is a tax filer if the individual's tax filing status = "Tax filer"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.249	The individual (the other individual) is a member of the individual's tax filers if the individual is the other individual and the individual is a tax filer	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.250	The individual (the other individual) is a member of the individual's tax filers if the individual is not the other individual and for at least one of the other individual's relationships and the relationship tax type is currently known and the relationship tax type = "Tax filer" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.251	The individual (the other individual) is a member of the individual's spouse if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Husband or Wife" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.252	The individual (the other individual) is a member of the individual's parents if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and any the relationship type = "Parent (Custodial)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.253	The individual (the other individual) is a member of the individual's parents if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Step-parent" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.254	The individual (the other individual) is a member of the individual's siblings if the other individual is not the individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Sibling" the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.255	The individual (the other individual) is a member of the individual's siblings if the other individual is not the individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Half-Sibling" the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.256	The individual (the other individual) is a member of the individual's siblings if the other individual is not the individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Step-Sibling" the individual is a member of the relationship's target individual	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.257	The individual (the other individual) is a member of the individual's joint tax filer if ,the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Husband or Wife" and the relationship tax type is currently known and the relationship tax type = "Joint filers" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.258	The individual (the other individual) is a member of the individual's cohabitants if the individual is not the other individual and for at least one of the other individual's relationships the relationship's target lives with the individual and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.259	The individual (the other individual) is a member of the individual's non-custodial parents if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Parent (Non-custodial)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.26	The hCentive PD process will assign provisional or final aid categories as required by the MassHealth PD rules.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.260	The individual (the other individual) is a member of the individual's caretaker relatives if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship's target is under the individual's custodian care and the individual is a member of the relationship's target individual the individual's age < 19 and the individual does not live with a parent	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.261	The individual lives with a parent if the number of the individual's parents >=1[silent][invisible] and for each of the individual's parents (the parent)[silent][invisible] the parent is a member of the individual's cohabitants	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.262	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Parent-in-Law"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.263	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "First Cousin"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.264	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Grandparent"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.265	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Niece or Nephew"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.266	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Brother or Sister"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.267	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Step-Brother or Step - Sister"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.27	The hCentive PD process shall accept required data for program determination from the application in-take process including eVerification Data through the Federal Data Services Hub.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.271	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Aunt or Uncle"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.276	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Grandchild"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.278	The individual (the other individual) is a member of the individual's other familial relationship if the individual is not the other individual and for at least one of the other individual's relationships the relationship type is currently known and the relationship type = "Other Familial Relationship" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.279	The individual (the other individual) is a member of the individual's other familial relationship if 'the individual is not the other individual and for at least one of the individual's relationships the relationship type is currently known and the relationship type = "Unrelated" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.280	The individual (the other individual) is a member of the individual's other familial relationship if the individual is not the other individual and for at least one of the individual's relationships the relationship type is currently known the relationship type = "Foster Brother or Foster Sister" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.281	The individual (the other individual) is a member of the individual's other familial relationship if 'the individual is not the other individual and for at least one of the individual's relationships the relationship type is currently known the relationship type = "Foster Child" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.282	The individual (the other individual) is a member of the individual's other familial relationship if the individual is not the other individual and for at least one of the individual's relationships the relationship type is currently known the relationship type = "Foster Parent"and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.285	The individual (the other individual) is a member of the individual's other familial relationship if 'the individual is not the other individual and for at least one of the individual's relationships the relationship type is currently known the relationship type = "Domestic Partner (non-spousal)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.286	the individual (the other individual) is a member of the individual's children if the other individual is not the individual and the other individual's age < 19 and for at least one of the other individual's relationships the relationship type is currently known and he relationship type = "Child (Custodial)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.287	the individual (the other individual) is a member of the individual's children if the other individual is not the individual and the other individual's age < 19 and for at least one of the other individual's relationships the relationship type is currently known and he relationship type = "Step-child" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.288	the individual (the other individual) is a member of the individual's children if the other individual is not the individual and the other individual's age < 19 and for at least one of the other individual's relationships the relationship type is currently known and he relationship type = "Child (Non-Custodial)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.289	the individual (the other individual) is a member of the individual's custodial parents if the individual is not the other individual and for at least one of the other individual's relationships and the relationship type is currently known and the relationship type = "Parent (Custodial)" and the individual is a member of the relationship's target individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.290	the individual (the other individual) is a member of the individual's primary tax filer if the other individual is a member of the individual's tax household members and the other individual is a member of the individual's tax filers and the other individual is the head of household	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.291	the individual (the other individual) is a member of the individual's primary tax filer if the other individual is a member of the individual's tax household members and the other individual is a member of the individual's joint tax filer and the other individual is the head of household	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.297	the individual's age in days = DayDifference(the individual's date of birth, the current date	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.299	The individual is below the age requirement if the individual's age < 19	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.3	The MassHealth PD process will accurately deny an applicant when necessary per the PD Denial rules/Codes that are present in the Eligibility Rules Catelogue.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.300	The individual satisfies a MAGI MassHealth household exception if the individual is claimed as a dependent and the individual's tax filer is not the individual's parent and the individual's tax filer is not the individual's spouse	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.301	The individual satisfies a MAGI MassHealth household exception if the individual is claimed as a dependent and the individual is below the age requirement and the individual's tax filer is the individual's parent and the individual lives with both parents and the individual's parents are not filing jointly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.302	The individual satisfies a MAGI MassHealth household exception if the individual is claimed as a dependent and the individual is below the age requirement and the individual's tax filer is the individual's parent and the individual's tax filer is the individual's non-custodial parent	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.303	The individual's MAGI MassHealth household is not built with tax rules if the individual is not a tax filer and the individual is not claimed as a dependent	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.304	The individual's MAGI MassHealth household is not built with tax rules if the individual satisfies a MAGI MassHealth household exception	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.306	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is built with tax rules and the other individual is a member of the individual's tax household members	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.307	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is built with tax rules and the other individual is a member of the individual's spouse	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.308	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the other individual is the individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.309	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is not built with tax rules and the other individual is a member of the individual's cohabitants and the other individual is a member of the individual's spouse	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.310	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is not built with tax rules and the other individual is a member of the individual's cohabitants and the other individual is a member of the individual's children and the other individual is below the age requirement	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.311	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is not built with tax rules and the other individual is a member of the individual's cohabitants and the individual is below the age requirement and the other individual is a member of the individual's parents	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.312	The individual (the other individual) is a member of the individual's MAGI MassHealth household members if the individual's MAGI MassHealth household is not built with tax rules and the other individual is a member of the individual's cohabitants and the individual is below the age requirement and the other individual is a member of the individual's siblings and the other individual is below the age requirement	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.313	The individual's MAGI MassHealth household size = the number of individuals in the individual's MAGI MassHealth household + the individual's number of expected children totaled for all of the individual's MAGI MassHealth household members for which it is the case that the individual is pregnant	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.314	The number of individuals in the individual's MAGI MassHealth household = the number of the individual's MAGI MassHealth household members	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.316	The individual lives with both parents if the number of the individual's parents > 1[silent][invisible] for each of the individual's parents (the parent)[silent][invisible] the parent is a member of the individual's cohabitants	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.317	The individual's parents are filing jointly if for each of the individual's parents (the parent)[silent][invisible] the parent is a tax filer and the number of the parent's joint tax filer > 0 and for each of the parent's joint tax filer (the joint filer) the joint filer is a member of the individual's parents	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.318	the individual does not meet the NCP household criteria for MassHealth if the individual's age >= 19 and the individual is claimed as a dependent and the individual's tax filer is the individual's non-custodial parent	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.319	the individual (the other individual) is a member of the individual's tax household members if the individual is a tax filer and the individual is not claimed as a dependent and the other individual is the individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.321	the individual (the other individual) is a member of the individual's tax household members if the individual is claimed as a dependent and the other individual is a member of the individual's tax filers	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.322	the individual (the other individual) is a member of the individual's tax household members if the individual is claimed as a dependent and the other individual is a member of the individual's tax filers and for at least one of the individual's tax filers (the tax filer)[silent][invisible] the other individual is a member of the tax filer's dependents	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.323	the individual (the other individual) is a member of the individual's tax household members if the other individual is a member of the individual's spouse and the other individual is a member of the individual's joint tax filer	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.324	the individual's tax household size = the number of the individual's tax household members	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.325	the individual's tax household size matches the FDSH response if the individual's FDSH tax filing unit size is currently known and the individual's tax household size = the individual's FDSH tax filing unit size	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.326	The individual (the other individual) is a member of the individual's MAGI MassHealth household income contributors if the other individual is a member of the individual's MAGI MassHealth household members and the other individual is required to file taxes	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.327	The individual (the other individual) is a member of the individual's MAGI MassHealth household income contributors if the other individual is a member of the individual's MAGI MassHealth household members and the other individual's household does not include the other individual's natural, adopted, or step parent and the other individual is not claimed as a dependent.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.328	The individual (the other individual) is a member of the individual's MAGI MassHealth household income contributors if the other individual is a member of the individual's MAGI MassHealth household members and the other individual's household does not include the other individual's natural, adopted, or step parent and the other individual's tax filer is the individual's parent	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.329	The individual (the other individual) is a member of the individual's MAGI MassHealth household income contributors if the other individual is a member of the individual's MAGI MassHealth household members and the other individual's household does not include the other individual's natural, adopted, or step parent and the other individual's tax filer is the individual's spouse	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.330	The individual's household includes the individual's natural, adopted, or step parent if for at least one of the individual's MAGI MassHealth household members (the other individual) the other individual is a member of the individual's parents	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.331	The individual (the other individual) is a member of the individual's tax household income contributors if the other individual is a member of the individual's tax household members and the individual is a member of the other individual's joint tax filer and the individual is a member of the other individual's spouse	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.332	The individual (the other individual) is a member of the individual's tax household income contributors if the other individual is a member of the individual's tax household members and the other individual is required to file taxes and the other individual's tax filer is the individual's parent.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.333	The individual (the other individual) is a member of the individual's tax household income contributors if the other individual is a member of the individual's tax household members and the other individual is required to file taxes and the other individual's tax filer is the individual's spouse.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.334	The individual (the other individual) is a member of the individual's tax household income contributors if the other individual is a member of the individual's tax household members and the other individual is required to file taxes and the other individual is not claimed as a dependent.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.335	The individual (the other individual) is a member of the individual's tax household income contributors if the other individual is a member of the individual's tax household members and the number of the other individual's joint tax filer > 0 and the other individual is the individual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.336	The individual is required to file taxes if the individual's total IRS income > the IRS income threshold	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.342	The individual's calculated MAGI MassHealth household income = the individual's total calculated MassHealth income totalled for all of the individual's MAGI MassHealth household income contributors	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.343	the individual's total calculated MassHealth income = the individual's total MassHealth earned income + the individual's total MassHealth unearned income - the individual's total MassHealth deductions	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.344	The individual's total MassHealth earned income = the individual's MassHealth job income + the individual's MassHealth self-employment/s-corporation/partnership income +the individual's MassHealth seasonal job income + sheltered workshop job income	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.345	The individual's MassHealth job income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is job	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.346	The individual's MassHealth self-employment/s-corporation/partnership income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is self-employment/s-corporation/partnership income	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.347	The individual's MassHealth seasonal job income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is seasonal job	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.348	The individual's MassHealth sheltered workshop job income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is sheltered workshop job	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.349	The individual's total MassHealth unearned income the individual's MassHealth rental income + the individual's MassHealth unemployment income + the individual's MassHealth retirement income the individual's MassHealth alimony income the individual's MassHealth investment income + the + the individual's MassHealth capital gains income + the individual's MassHealth social security income + the individual's MassHealth other income.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.351	The individual's MassHealth rental income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is rental	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.352	The individual's MassHealth unemployment income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is unemployment	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.353	The individual's MassHealth retirement income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is retirement.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.356	The individual's MassHealth alimony income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is alimony	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.357	The individual's MassHealth interest income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is investment income.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.360	The individual's MassHealth capital gains income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is capital gains	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.361	The individual's MassHealth social security income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is social security	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.363	The individual's MassHealth other income = the income's current monthly amount totalled for all of the individual's incomes for which it is the case that the income type is other	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.372	The individual's MassHealth alimony paid to former spouse deduction = the deduction's current monthly amount totalled for all of the individual's deductions for which it is the case that the deduction type is alimony paid to former spouse	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.374	The individual's MassHealth student loan interest deduction = the deduction's current monthly amount totalled for all of the individual's deductions for which it is the case that the deduction type is student loan interest	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.376	The deduction's current monthly amount = the deduction's amount / 12	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.378	The income's current monthly amount is the income's pro-rated seasonal amount (month) if the income type is seasonal job and the income frequency is monthly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.382	The income's current monthly amount is the income's amount if the income frequency is monthly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.383	The income's current monthly amount is the income's amount if the income frequency is lump sum and the income lump sum month = ExtractMonth(the application request date)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.384	The income's current monthly amount is the income's amount / 12 if the income frequency is annual	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.385	The income's current monthly amount is the income's amount / 3 if the income frequency is quarterly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.386	The income's current monthly amount is the income's amount * 2 if the income frequency is twice a month	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.387	The income's current monthly amount is the income's amount * 2.167 if the income frequency is bi-weekly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.388	The income's current monthly amount is the income's amount * 4.333 if the income frequency is weekly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.39	The hCentive PD process shall transfer complete and accurate data via the post-eligibility web service to MMIS for both an initial program determination and subsequent changes to a program determination.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.390	The income's current monthly amount is 0 the income frequency is lump sum and the income lump sum month <> ExtractMonth(the application request date)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.392	the income's pro-rated seasonal amount (month) = the income's amount * the income's fraction of the year worked	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.393	the income's fraction of the year worked = the income's number of months worked / 12	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.394	the income's pro-rated seasonal amount (twice a month) = the income's pro-rated seasonal amount (month) * 2	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.395	the income's pro-rated seasonal amount (bi-weekly) = the income's pro-rated seasonal amount (month) * 2.167	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.396	the income's pro-rated seasonal amount (weekly) = the income's pro-rated seasonal amount (month) * 4.333	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.399	the individual's preliminary MAGI tax household income is the individual's attested annual MAGI income if it is currently known whether or not the individual's attested annual Tax Household income is reasonably compatible with the FDSH annual amount and the individual's attested annual Tax Household income is reasonably compatible with the FDSH annual amount	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.4	As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is eligible for (as per AA.1.1)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.40	The hCentive PD process shall transfer accurate data into the PD rules engine to ensure accurate program determination.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.400	the individual's preliminary MAGI tax household income is the individual's calculated MAGI tax household income if the individual's MAGI tax household income is verified and the individual is applying for financial assistance	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.404	the individual's calculated MAGI tax household income = the individual's total calculated QHP income totalled for all of the individual's tax household income contributors	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.41	The hCentive PD process shall have the ability to trigger a request for manual verification per the eligibility rules.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.42	The hCentive PD process shall have the ability to trigger a notice when required per the Notice TSD Final.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.43	The hCentive PD process shall have the ability to trigger a denial/termination notice when required per the eligibility rules.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.44	The hCentive PD process shall have the ability to trigger an approval notice when required per the Notice TSD Final.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.450	The individual meets MassHealth participation factors if the individual is not incarcerated (for MassHealth) and the individual meets residency requirements (for MassHealth) and the individual has satisfied SSN requirements and the individual's MAGI MassHealth household income is verified and the individual has satisfied application signature requirements and the individual is applying for financial assistance and the individual resides at the same address as the head of household	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.47	The hCentive PD process shall have the ability to trigger a VC-1 notice and any other prioritized notices as determined by trigger conditions in the Notice TSD Final	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.48	The hCentive PD process shall have the ability to calculate the inconsistency period begin and end date per the notice TSD final.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.480	The individual is in the child expansion group if the individual's age < 1 AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 185% FPL limit for MassHealth AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.481	The individual is in the child expansion group if the individual's age >= 1 AND the individual's age < =5 AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 133% FPL limit for MassHealth AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.482	The individual is in the child expansion group if the individual's age >= 6 AND the individual's age <= 17 AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > (the individual's applicable monthly 100% FPL limit for MassHealth + 14% * the individual's applicable monthly 100% FPL limit for MassHealth) AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.483	The individual is in the child expansion group if the individual's age = 18 AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.484	The individual has satisfied SSN requirements if the individual's SSN is verified OR	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.485	The individual has satisfied SSN requirements if the individual has verified that the individual has applied for an SSN OR	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.486	The individual has satisfied SSN requirements if the individual has provided an acceptable discrepancy reason for not having an SSN OR	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.488	The individual has satisfied SSN requirements if the individual's preliminary results indicate a need to provide SSN documentation OR	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.490	The individual's SSN is verified if BOTH it is currently known whether or not the individual's SSN has been electronically verified AND the individual's SSN has been electronically verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.491	Documentation for SSN is only asked when somebody does not have an SSN and has applied for one. In case of No SSN and any other reason, self attestation is taken as final. For people having SSN, their SSN should be verified by TDS in order for them to move forward. So, Back Office will be able to update the SSN for just applied cases and manually verify it.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.492	Documentation for SSN is only asked when somebody does not have an SSN and has applied for one. In case of No SSN and any other reason, self attestation is taken as final. For people having SSN, their SSN should be verified by TDS in order for them to move forward. So, Back Office will be able to update the SSN for just applied cases and manually verify it.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.494	1. SSN requirements are not dependent upon citizenship/immigration status 2. Documentation for SSN is only asked when somebody does not have an SSN and has applied for one. In case of No SSN and any other reason, self attestation is taken as final. For people having SSN, their SSN should be verified by TDS in order for them to move forward. So, Back Office will be able to update the SSN for just applied cases and manually verify it.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.495	The individual has provided an acceptable discrepancy reason for not having an SSN if it is currently known whether or not the individual refuses to obtain an SSN because of well-established religious objections and the individual refuses to obtain an SSN because of well-established religious objections	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.499	The individual's MassHealth SSN status default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.5	As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is eligible for (as per AA.1.1)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.50	The hCentive system shall report the results of an eligibility determination via the CSR portal.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.501	The individual's MassHealth SSN status default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.507	The individual's head of household has signed the application if for at least one of the application request's individuals - the individual is a member of the individual's head of household AND the individual has signed the application.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.508	The individual has satisfied application signature requirements if the individual's head of household has signed the application.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.51	The individual's applicable monthly 5% FPL limit for MassHealth = the individual's MassHealth reference amount for 5% of the FPL + the individual's additional contribution amount for 5% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.515	The individual is HIV positive if the individual attests to being HIV positive	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.516	The individual satisfies eligibility criteria for being determined HIV positive if it is currently known whether or not the individual attests that the individual is HIV positive and the individual attests that the individual is HIV positive	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.517	The individual is eligible for BCCTP if attests to being eligible for BCCTP.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.518	The individual satisfies eligibility criteria for being determined eligible for BCCTP if the individual attests that the individual has breast or cervical cancer	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.519	the individual is disabled if it is currently known whether or not the individual's disability has been verified electronically by SSA and the individual's disability has been verified electronically by SSA	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.52	the individual's applicable monthly 100% FPL limit for MassHealth = the individual's MassHealth reference amount for 100% of the FPL + the individual's additional contribution amount for 100% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.53	The individual's applicable monthly 133% FPL limit for MassHealth = the individual's MassHealth reference amount for 133% of the FPL + the individual's additional contribution amount for 133% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.530	the individual is eligible for Standard (under 1) if the individual's age < 1 and it is currently known whether or not the individual was born to a mother who was enrolled in MassHealth benefits on the date of birth and the individual was born to a mother who was enrolled in MassHealth benefits on the date of birth At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of members identified by this requirement.	Critical	R3	Optum
(A) UI/UX/PD MH	AA.1.531	the individual is eligible for Standard (under 1) if the individual meets MassHealth categorical requirements for Standard (under 1) if the individual's age < 1 and the individual's citizenship/immigration status = "CIT" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.532	the individual is eligible for Standard (under 1) if the individual meets MassHealth categorical requirements for Standard (under 1) ifthe individual is eligible for Standard (under 1) if the individual's age < 1 and the individual's citizenship/immigration status = "QLP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.533	the individual is eligible for Standard (under 1) if the individual meets MassHealth categorical requirements for Standard (under 1) if the individual is eligible for Standard (under 1) if the individual's age < 1 and the individual's citizenship/immigration status = "QAB" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.534	the individual is eligible for Standard (under 1) if the individual meets MassHealth categorical requirements for Standard (under 1) if the individual is eligible for Standard (under 1) if the individual's age < 1 and the individual's citizenship/immigration status = "ILP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.536	the individual meets MassHealth categorical requirements for Standard (1-18) if the individual's citizenship/immigration status = "CIT" and the individual's age >= 1 and the individual's age < 19 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.537	the individual meets MassHealth categorical requirements for Standard (1-18) if the individual's citizenship/immigration status = "QLP" and the individual's age >= 1 and the individual's age < 19 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth<= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.538	the individual meets MassHealth categorical requirements for Standard (1-18) if the individual's citizenship/immigration status = "QAB" and the individual's age >= 1 and the individual's age < 19 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.539	the individual meets MassHealth categorical requirements for Standard (1-18) if the individual's citizenship/immigration status = "ILP" and the individual's age >= 1 and the individual's age < 19 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.54	the individual's applicable monthly 150% FPL limit for MassHealth = the individual's MassHealth reference amount for 150% of the FPL + the individual's additional contribution amount for 150% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.541	the individual meets MassHealth categorical requirements for Standard (19-20) if the individual's citizenship/immigration status = "CIT" and the individual's age >= 19 and the individual's age < 21 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.542	the individual meets MassHealth categorical requirements for Standard (19-20) if the individual's citizenship/immigration status = "QLP" and the individual's age >= 19 and the individual's age < 21 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.543	the individual meets MassHealth categorical requirements for Standard (19-20) if the individual's citizenship/immigration status = "QAB" and the individual's age >= 19 and the individual's age < 21 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.544	the individual meets MassHealth categorical requirements for Standard (19-20) if the individual's citizenship/immigration status = "ILP" and the individual's age >= 19 and the individual's age < 21 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.546	the individual meets MassHealth categorical requirements for Standard (parent) if the individual's citizenship/immigration status = "CIT" and the individual is a parent and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.547	the individual meets MassHealth categorical requirements for Standard (parent) if the individual's citizenship/immigration status = "CIT" and the individual is a caretaker relative the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.548	the individual meets MassHealth categorical requirements for Standard (parent) if the individual's citizenship/immigration status = "QLP" and the individual is a caretaker relative and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.549	the individual meets MassHealth categorical requirements for Standard (parent) if the individual's citizenship/immigration status = "QLP" and the individual is a parent and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.55	the individual's applicable monthly 175% FPL limit for MassHealth = the individual's MassHealth reference amount for 175% of the FPL + the individual's additional contribution amount for 175% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size − 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.554	the individual meets MassHealth categorical requirements for Standard (pregnant) if the individual's citizenship/immigration status = "CIT" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.555	the individual meets MassHealth categorical requirements for Standard (pregnant) if the individual's citizenship/immigration status = "QLP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.556	the individual meets MassHealth categorical requirements for Standard (pregnant) if the individual's citizenship/immigration status = "QAB" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.557	the individual meets MassHealth categorical requirements for Standard (pregnant) if the individual's citizenship/immigration status = "ILP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.559	the individual is in the post-partum period if the individual is not pregnant and the individual's pregnancy end date is currently known and the application request date <= the date 1 day before the individual's post-partum period end date At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of members identified by this requirement.	Critical	R3	Optum

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.56	the individual's applicable monthly 185% FPL limit for MassHealth = the individual's MassHealth reference amount for 185% of the FPL + the individual's additional contribution amount for 185% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.563	the individual is eligible for Standard (Former Foster Care Children) if the individual's citizenship/immigration status = "CIT" and the individual's age >= 18 and the individual's age < 26 and it is currently known whether or not the individual attests that the individual is a former foster care child and the individual attests that the individual is a former foster care child and the individual meets MassHealth participation factors for former foster care children	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.564	the individual is eligible for Standard (Former Foster Care Children) if the individual's citizenship/immigration status = "QLP" and the individual's age >= 18 and the individual's age < 26 and it is currently known whether or not the individual attests that the individual is a former foster care child and the individual attests that the individual is a former foster care child and the individual meets MassHealth participation factors for former foster care children	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.57	the individual's applicable monthly 200% FPL limit for MassHealth = the individual's MassHealth reference amount for 200% of the FPL + the individual's additional contribution amount for 200% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.573	the individual is eligible for Standard (BCCTP) if the individual meets MassHealth participation factors and the individual meets MassHealth categorical requirements for Standard (BCCTP)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.574	the individual meets MassHealth categorical requirements for Standard (BCCTP) if the individual's citizenship/immigration status = "CIT" or "QLP"and the individual's age < 65 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth < the individual's applicable monthly 250% FPL limit for MassHealth and the individual is eligible for BCCTP	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.58	the individual's applicable monthly 250% FPL limit for MassHealth = the individual's MassHealth reference amount for 250% of the FPL + the individual's additional contribution amount for 250% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.582	the individual meets MassHealth categorical requirements for Standard (Healthy Start) if the individual is pregnant and the individual's citizenship/immigration status = "NQP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.583	the individual meets MassHealth categorical requirements for Standard (Healthy Start) if the individual is pregnant and the individual's citizenship/immigration status = "UND" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.586	the individual is eligible for Family Assistance (children) if the individual meets MassHealth participation factors and the individual meets MassHealth categorical requirements for Family Assistance (children)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.587	the individual meets MassHealth categorical requirements for Family Assistance (children) if the individual's citizenship/immigration status = "CIT" or "QLP" or "QAB" or "ILP" and the individual's age < 19 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 300% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.59	the individual's applicable monthly 300% FPL limit for MassHealth = the individual's MassHealth reference amount for 300% of the FPL + the individual's additional contribution amount for 300% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.595	The individual is eligible for Family Assistance (HIV) if Individual meets MassHealth Participation factors and the individual meets MassHealth categorical requirements for Family Assistance (HIV)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.596	individual's citizenship/immigration status = "CIT" or "QLP" and the individual is HIV positive and the individual's age < 65 and the individual does not meet MassHealth categorical requirements for Standard (under 1) and the individual does not meet MassHealth categorical requirements for Standard (1-18) and the individual does not meet MassHealth categorical requirements for Standard (19-20) and the individual does not meet MassHealth categorical requirements for Standard (parent)) and the individual does not meet MassHealth categorical requirements for Standard (pregnant) and the individual is not pregnant and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 133% FPL limit for MassHealth and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth The individual meets MassHealth categorical requirements for Family Assistance (HIV) if the individual's citizenship/immigration status = "CIT" or "QLP" and the individual is HIV positive and the individual's age < 65 and the individual does not meet MassHealth categorical requirements for Standard (under 1) and the individual does not meet MassHealth categorical requirements for Standard (1-18) and the individual does not meet MassHealth categorical requirements for Standard (19-20) and the individual does not meet MassHealth categorical requirements for Standard (parent)) and the individual does not meet MassHealth categorical requirements for Standard (pregnant) and the individual is not pregnant and the individual's MAGI MassHealth household income – the individual's applicable monthly	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.6	The MassHealth PD process will accurately deny an applicant when necessary per the PD Termination rules/Codes that are present in the Eligibility Rules Catelogue. .	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.60	the individual's applicable monthly 400% FPL limit for MassHealth = the individual's MassHealth reference amount for 400% of the FPL + the individual's additional contribution amount for 400% FPL limits for household sizes in excess of 8* (the individual's MAGI MassHealth household size – 8)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.600	the individual is eligible for state-funded Family Assistance (NQP children) if the individual meets MassHealth Participation factors and the individual meets MassHealth categorical requirements for state-funded Family Assistance (NQP children)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.601	the individual meets MassHealth categorical requirements for state-funded Family Assistance (NQP children) if the individual's citizenship/immigration status = "NQP" and the individual's age < 21 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.603	The individual meets MassHealth categorical requirements for state-funded Family Assistance (NQP children) if the individual's citizenship/immigration status = "NQP" and the individual's age < 1 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.604	The individual meets MassHealth categorical requirements for state-funded Family Assistance (NQP children) if the individual's citizenship/immigration status = "NQP" and the individual's age < 19 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 300% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.606	the individual is eligible for state-funded Family Assistance (NQP Adults) if the individual meets MassHealth Participation factors and the individual meets MassHealth categorical requirements for state-funded Family Assistance (NQP Adults)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.607	The individual is eligible for state-funded Family Assistance (NQP Adults) if the individual meets MassHealth Participation factors and the individual's citizenship/immigration status = "NQP" and the individual's age >= 21 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 300% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.608	The individual is eligible for state-funded Family Assistance (NQP Adults) if the individual meets MassHealth Participation factors and the individual's citizenship/immigration status = "NQP" and the individual's age >= 19 and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 150% FPL limit for MassHealth and the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 300% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.609	The individual is eligible for state-funded Family Assistance (Elderly) if the individual is eligible for state-funded Family Assistance (NQP Adults) and the individual's age > 64	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.610	The individual is eligible for Benchmark 1 (BCCTP) if the individual meets MassHealth categorical requirements for Benchmark 1 (BCCTP) and the individual meets MassHealth participation factors	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.611	The individual meets MassHealth categorical requirements for Benchmark 1 (BCCTP) if the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth and the individual's citizenship/immigration status = "CIT" or "QLP"and the individual's age < 65 and the individual is eligible for BCCTP	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.613	The individual is eligible for Benchmark 1 (19-20) if the individual is eligible for Standard (19-20) and the individual meets MassHealth categorical requirements for Benchmark 1 (19-20)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.614	The individual meets MassHealth categorical requirements for Benchmark 1 (19-20) if the individual's MAGI MassHealth household income – 5% * the individual's applicable monthly 100% FPL limit for MassHealth<= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.616	the individual is eligible for Benchmark 1 (HIV) if the individual meets MassHealth participation factors and the individual meets MassHealth categorical requirements for Benchmark 1 (HIV)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.617	the individual meets MassHealth categorical requirements for Benchmark 1 (HIV) if the individual's citizenship/immigration status = "CIT" or "QLP" the individual's age >= 21 and the individual's age < 65 and the individual is HIV positive and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.622	the individual is eligible for Limited if the individual is eligible for Limited (parent)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.623	the individual is eligible for Limited if the individual is eligible for Limited (under 1)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.624	the individual is eligible for Limited if the individual is eligible for Limited (1-20)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.625	the individual is eligible for Limited if the individual is eligible for Limited (childless adult)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.626	the individual is eligible for Limited (parent) if the individual meets Limited/CMSP participation factors and the individual meets MassHealth categorical requirements for Limited (parent)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.627	the individual meets MassHealth categorical requirements for Limited (parent) if the individual's citizenship/immigration status <> "CIT" and the individual is a parent and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.628	the individual meets MassHealth categorical requirements for Limited (parent) if the individual's citizenship/immigration status <> "CIT" and the individual is a caretaker relative and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.629	the individual is eligible for Limited (under 1) if the individual meets Limited/CMSP participation factors and the individual meets MassHealth categorical requirements for Limited (under 1)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.630	the individual meets MassHealth categorical requirements for Limited (under 1) if the individual's citizenship/immigration status <> "CIT" and the individual's age < 1 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.632	the individual meets MassHealth categorical requirements for Limited (1-20) if the individual's citizenship/immigration status <> "CIT" and the individual's age >= 1 and the individual's age < 21 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.633	the individual is eligible for Limited (childless adult) if the individual meets Limited/CMSP participation factors and the individual meets MassHealth categorical requirements for Limited (childless adult)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.634	the individual meets MassHealth categorical requirements for Limited (childless adult) if the individual's citizenship/immigration status <> "CIT" and the individual's age >= 21 and the individual's age < 65 and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.635	the individual is eligible for CMSP if the individual meets Limited/CMSP participation factors and the individual's age < 19 and the individual does not have self-declared health insurance	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.636	the individual is eligible for Health Safety Net (Full) if the individual meets MassHealth participation factors and the individual meets MassHealth categorical requirements for Health Safety Net (Full)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.637	the individual meets MassHealth categorical requirements for Health Safety Net (Full) if the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.639	the individual is eligible for Health Safety Net (Partial) if the individual meets MassHealth participation factors and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 200% FPL limit for MassHealth and the individual's MAGI MassHealth household income - the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 400% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.648	The individual's MAGI MassHealth household size matches the FDSH response if the individual's FDSH tax filing unit size is currently known AND the individual's MAGI MassHealth household size = the individual's FDSH tax filing unit size	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.67	The individual's residency status has been electronically verified if the individual's address is valid and it is currently known whether or not the individual's address is valid.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.68	The individual's residency status has been electronically verified if both Experian and Lexis-Nexis both say it is verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.680	The individual's FDSH household income as a percentage of the applicable MassHealth FPL = (the individual's FDSH annual MAGI income/12) /the individual's applicable monthly 100% FPL limit for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.681	The individual's MAGI MassHealth household members' incomes are verified if for all of the individual's MAGI MassHealth household members (the other individual), the other individual attests that the other individual has no income AND it is currently known whether or not the other individual attests that the other individual has no income	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.682	The individual's MAGI MassHealth household members' incomes are verified if for all of the individual's MAGI MassHealth household members (the other individual), BOTH,it is currently known whether or not the income has been manually verified and the income has been manually verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.684	The individual's preliminary results indicate a need to provide income documentation (for MassHealth) if the individual's MAGI MassHealth household income is not verified and the individual's income verification inconsistency period (for MassHealth) has not elapsed	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.685	The individual's income verification inconsistency period (for MassHealth) has not elapsed if the application request date <= the individual's MassHealth income verification default inconsistency period end date	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.687	The individual's MassHealthincome verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.69	the individual's residency status code (for MassHealth) is "Resident" if the individual attests that the individual is a Massachusetts resident and the individual's residency status is verified (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.7	As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is eligible for (as per AA.1.1)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.70	the individual's residency status code (for MassHealth) is "Resident" if the individual attests that the individual is a Massachusetts resident and the individual's preliminary results indicate a need to provide residency documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.73	The individual's residency status code (for MassHealth) is "Nonresident" if otherwise	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.748	Former Foster Care Children The individual's MassHealth eligibility result's aid category is "B1" if the individual is eligible for Standard (Former Foster Care Children)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.76	The individual's preliminary results indicate a need to provide residency documentation (for MassHealth) if the individual's information indicates additional information is required for residency requirements (MassHealth) and the individual's residency status inconsistency period (for MassHealth) has not elapsed.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.77	The individual's information indicates additional information is required for residency requirements (MassHealth) if the individual's residency status is not verified (for MassHealth) and the individual's residential address state = "MA".	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.779	Benchmark 1 Enhanced FMAP (19-20 <=133% FPL) The individual's MassHealth eligibility result's aid category is "A1" if the individual is eligible for Benchmark 1 (19-20)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.78	The individual's information indicates additional information is required for residency requirements (MassHealth) if the individual's residency status electronic verification result indicates manual verification of residency is required and the individual's residential address state = "MA".	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.780	Standard (19-20) Direct Coverage <=150% FPL The individual's MassHealth eligibility result's aid category is "T1" if the individual is eligible for Standard (19-20)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.781	Standard Expansion Children The individual's MassHealth eligibility result's aid category is "48" if the individual is eligible for Standard (under 1) and the individual is in the child expansion group	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.782	Standard Expansion Children The individual's MassHealth eligibility result's aid category is "48" if the individual is eligible for Standard (1-18) and the individual is in the child expansion group	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.783	Standard Family The individual's MassHealth eligibility result's aid category is "40" if the individual is eligible for Standard	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.784	BCCTP Benchmark 1 <= 133% FPL - Enhanced FMAP The individual's MassHealth eligibility result's aid category is "L1" if the individual is eligible for Benchmark 1 (BCCTP)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.785	Standard BCCTP <= 250% FPL The individual's MassHealth eligibility result's aid category is "AD" if the individual is eligible for Standard (BCCTP)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.786	Benchmark 1 HIV – Enhanced FMAP The individual's MassHealth eligibility result's aid category is "M1" if the individual is eligible for Benchmark 1 (HIV)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.787	Benchmark 2 – Childless Adult – Enhanced FMAP The individual's MassHealth eligibility result's aid category is "D1" if the individual is eligible for Benchmark 2	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.788	Healthy Start Standard NQP The individual's MassHealth eligibility result's aid category is "H1" if the individual is eligible for Standard (Healthy Start) and the individual's citizenship/immigration status = "NQP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.789	Healthy Start Standard UND The individual's MassHealth eligibility result's aid category is "J1" if the individual is eligible for Standard (Healthy Start) and the individual's citizenship/immigration status = "UND"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.79	The individual needs to provide manual verification of residency if their address is not verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.792	HIV Family Assistance The individual's MassHealth eligibility result's aid category is "84" the individual is eligible for Family Assistance (HIV)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.793	Family Assistance Children The Individual's MassHealth eligibility result's aid category "93" if the individual is eligible for Family Assistance (children)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.796	SF Family Assistance + Limited NQP Children The Individual's MassHealth eligibility result's aid category is "95" if the individual is eligible for state-funded Family Assistance (NQP children) AND the individual is eligible for Limited.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.797	SF Family Assistance NQP Children The Individual's MassHealth eligibility result's aid category is "90" if the individual is eligible for state-funded Family Assistance (NQP children) AND the individual does not have self-declared health insurance.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.798	SF Family Assistance Elders The Individual's MassHealth eligibility result's aid category is "U3" if the the individual is eligible for state-funded Family Assistance (Elderly)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.799	SF Family Assistance + Limited NQP Adults The Individual's MassHealth eligibility result's aid category is "N1" if the individual is eligible for state-funded Family Assistance (NQP Adults) and the individual is eligible for Limited	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.80	The individual's residency status electronic verification result indicates manual verification of residency is required if it is currently known whether or not the individual is associated with the address and the individual is not associated with the address.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.800	SF Family Assistance NQP Adults The Individual's MassHealth eligibility result's aid category is "Q1" if the the individual is eligible for state-funded Family Assistance (NQP Adults)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.801	Limited + CMSP- With HSN The Individual's MassHealth eligibility result's aid category is "AX" if the individual is eligible for Limited and the individual is eligible for CMSP and the individual is eligible for Health Safety Net (Full)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.802	Limited + CMSP- With HSN The Individual's MassHealth eligibility result's aid category is "AX" if the individual is eligible for Limited and the individual is eligible for CMSP and the individual is eligible for Health Safety Net (Partial)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.803	Limited-With HSN The Individual's MassHealth eligibility result's aid category is "37" if the individual is eligible for Limited and the individual is eligible for Health Safety Net (Full)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.809	CMSP <= 400% - With HSN The Individual's MassHealth eligibility result's aid category is "AY" if the individual is eligible for CMSP AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 400% FPL limit for MassHealth AND the individual is eligible for Health Safety Net (Full).	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.81	The individual's residency status inconsistency period (for MassHealth) has not elapsed if the application request date <= the individual's MassHealth residency status default inconsistency period end date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.810	CMSP <= 400% - With HSN The Individual's MassHealth eligibility result's aid category is "AY" if the individual is eligible for CMSP AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth <= the individual's applicable monthly 400% FPL limit for MassHealth AND the individual is eligible for Health Safety Net (Partial).	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.811	CMSP > 400% The Individual's MassHealth eligibility result's aid category is "BA" if the individual is eligible for CMSP AND the individual's MAGI MassHealth household income – the individual's applicable monthly 5% FPL limit for MassHealth > the individual's applicable monthly 400% FPL limit for MassHealth.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.83	The individual's MassHealth residency status default inconsistency period end date equals 90 days plus 5 days from the notice trigger date. .	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.840	HSN Full The Individual's MassHealth eligibility result's aid category is "AQ" if the individual is eligible for Health Safety Net (Full).	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.841	HSN Partial The Individual's MassHealth eligibility result's aid category is "AP" if the individual is eligible for Health Safety Net (Partial).	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.842	The Individual's MassHealth eligibility result's aid category is "None" otherwise.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.844	The individual is eligible for a provisional period if the individual has not received a MassHealth provisional period in the last 12 months.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.845	The individual is eligible for a provisional period if the individual is pregnant.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.85	The individual meets residency requirements (for MassHealth) if the individual's residency status code (for MassHealth) = "Resident"	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.852	Standard the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Standard" if the individual's evaluated eligibility result's coverage type = "Standard"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.855	"Family Assistance" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Family Assistance" if the individual's evaluated eligibility result's coverage type = "Family Assistance"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.856	"Family Assistance + Limited" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Family Assistance" the individual's evaluated eligibility result's coverage type = "Family Assistance + Limited"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.857	"state-funded Family Assistance (NQP Adults)" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "state-funded Family Assistance (NQP Adults)" the individual's evaluated eligibility result's coverage type = "SF Family Assistance NQP Adult"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.858	"Benchmark" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Benchmark" if the individual's evaluated eligibility result's coverage type = "Benchmark 2"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.859	"Limited" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Limited" ifthe individual's evaluated eligibility result's coverage type = "Limited"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.86	The individual's residency status is verified (for MassHealth) if it is currently known whether or not the individual's residency status has been manually verified and the individual's residency status has been manually verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.860	"HSN" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "HSN" if the individual's evaluated eligibility result's coverage type = "HSN"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.861	"CMSP" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "CMSP" the individual's evaluated eligibility result's coverage type = "CMSP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.862	"None" the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "None" if Otherwise	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.869	the individual's evaluated eligibility result's begin date is the individual's evaluated eligibility result's program type = "MassHealth" and the individual's eligibility result's MassHealth begin date < the individual's date of birth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.87	The individual's residency status is verified (for MassHealth) if it is currently known whether or not the individual's residency status has been electronically verified the individual's residency status has been electronically verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.871	the individual's evaluated eligibility result's begin date is the individual's evaluated eligibility result's program type = "MassHealth"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.872	the individual's previous eligibility result's MassHealth end date is the individual's previous eligibility result's end date if the individual's previous eligibility result's program type = "MassHealth"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.874	the individual's evaluated program type is not none if the individual's evaluated eligibility result's program type <> "None"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.875	the individual's previous benefit type is not none if the individual's previous eligibility result's benefit type <>"None"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.879	The individual's MassHealth citizenship/immigration verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.88	The individual's residency status is verified (for MassHealth) if the individual's head of household's residency status is verified (for MassHealth) and the individual resides at the same address as the head of household and it is currently known whether or not the individual resides at the same address as the head of household	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.888	The individual's MassHealth incarceration verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.89	The individual's residency status is verified (for MassHealth) if the individual attests that the individual is homeless	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.890	The individual's MassHealth income verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.891	The individual's MassHealthincome verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.893	The individual's MassHealth SSN verification default inconsistency period end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.9	The hCentive Eligibility Rules Document will be the source of truth to ensure that the MassHealth PD rules are meeting the detailed business requirements needed to determine eligibility and assign one of the 24 aid categories, if applicable.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.90	The individual's residency status is verified (for MassHealth) if the individual's residential address state <> "MA"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.924	the individual's provisional benefit end date if the individual's evaluated inconsistency period end date if the individual's evaluated eligibility result's status = "Provisional Approval"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.929	Terminate - Death The individual's previous eligibility result's MassHealth end date is the individual's date of death if the individual's evaluated eligibility result's status = "Terminate" and the individual's date of death is currently known	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.94	the individual's citizenship/immigration status is "CIT" (Citizen/National) if the individual's attested citizenship/immigration status="CIT" and the individual's citizenship/immigration status is verified	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.95	the individual's citizenship/immigration status is "CIT" (Citizen/National) if the individual's attested citizenship/immigration status="CIT" and the individual's preliminary results indicate a need to provide citizenship/immigration status documentation	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.954	The individual's eligibility result's MassHealth renewal date is the date 1 year after the individual's application received date if the application request type is a new application	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.960	The individual is seasonally employed if; for at least one of the individual's incomes, the income type="seasonal job"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.962	the individual is eligible for a safe harbor determination if the individual's MassHealth eligibility result's coverage type = "None" and the individual's MAGI tax household income is currently known and the individual's MAGI tax household income < 100% * the individual's applicable annual FPL for QHP and the individual's citizenship/immigration status (for MassHealth) <> "UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.963	the individual is eligible for a safe harbor determination if the individual's MassHealth eligibility result's coverage type = "CMSP" and the individual's MAGI tax household income is currently known and the individual's MAGI tax household income < 100% * the individual's applicable annual FPL for QHP and the individual's citizenship/immigration status (for MassHealth) <> "UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.964	the individual is eligible for a safe harbor determination if the individual's MassHealth eligibility result's coverage type = "HSN" and the individual's MAGI tax household income is currently known and the individual's MAGI tax household income < 100% * the individual's applicable annual FPL for QHP and the individual's citizenship/immigration status (for MassHealth) <> "UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.969	The individual's income for safe harbor determination = the individual's MAGI tax household income / 12	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.973	the individual's evaluated eligibility result status indicates notification requirements should be sent if the individual's evaluated eligibility result's status = "No Change"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.974	the individual's evaluated eligibility result status indicates notification requirements should be sent if the individual's evaluated eligibility result's status = "Provisional Approval"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.975	the individual's evaluated eligibility result status indicates notification requirements should be sent if the individual's evaluated eligibility result's status = "Approval"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.977	the individual needs to provide documentation for a MassHealth determination if the individual's preliminary results indicate a need to provide citizenship/immigration status documentation	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.978	the individual needs to provide documentation for a MassHealth determination if the individual's preliminary results indicate a need to provide residency documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.979	the individual needs to provide documentation for a MassHealth determination if the individual's preliminary results indicate a need to provide income documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.980	the individual needs to provide documentation for a MassHealth determination if the individual's preliminary results indicate a need to provide incarceration documentation (for MassHealth	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.981	the individual needs to provide documentation for a MassHealth determination if the individual's preliminary results indicate a need to provide SSN documentation	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.982	The individual needs to provide citizenship/immigration status documentation if the individual's preliminary results indicate a need to provide citizenship/immigration status documentation and the individual's evaluated eligibility result status indicates notification requirements should be sent.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.984	the individual needs to provide residency documentation if the individual's evaluated eligibility result status indicates notification requirements should be sent and the individual's evaluated eligibility result's program type = "MassHealth" and the individual's preliminary results indicate a need to provide residency documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.985	the individual needs to provide incarceration documentation if the individual's evaluated eligibility result status indicates notification requirements should be sent and the individual's evaluated eligibility result's program type = "MassHealth" and the individual's preliminary results indicate a need to provide incarceration documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.986	the individual needs to provide income documentation if the individual's evaluated eligibility result status indicates notification requirements should be sent and the individual's evaluated eligibility result's program type = "MassHealth" and the individual's preliminary results indicate a need to provide income documentation (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.987	the individual needs to provide SSN documentation if the individual's preliminary results indicate a need to provide SSN documentation and the individual's evaluated eligibility result status indicates notification requirements should be sent and the individual's evaluated eligibility result's program type = "MassHealth" and the individual is applying for financial assistance	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.1.992	"The individual's denial reason is "residency (MassHealth)" if the individual's residency status code (for MassHealth) <> "Resident" and the individual is applying for financial assistance	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.994	"The individual's denial reason is " "incarceration (MassHealth)" the individual is incarcerated (for MassHealth)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.996	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is applying for financial assistance and the individual meets MassHealth denial reason requirements for over income Former Foster Care	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.997	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is applying for financial assistance and the individual meets the denial reason requirements for over income 250%	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.998	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is applying for financial assistance and the individual meets the denial reason requirements for over income 200%	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.999	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is applying for financial assistance and the individual meets the denial reason requirements for over income 150%	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.9996	The individual's residency status is verified (for MassHealth) if the individual's residential address state <> "MA" and the individual attests that they are temporarily residing out of state.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.9997	The individual is an American Indian/Alaska Native (for MassHealth) if the individual attests that they are an American Indian/Alaska Native and will require manual or electronic verification	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.9998	The relationship's target is under the individual's custodian care if the relationship's target is under the care of the individual and the relationship type = "Step-Son or Step-Daughter "	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.99993	The individual's MassHealth other deduction = the deduction's current monthly amount totalled for all of the individual's deductions for which it is the case that the deduction type is other	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.99994	The individual's income is reasonably compatible if the individual's attested income amount is <= 10% of the FDSH income amount	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.99995	The individual's income is verified if the individual's attested income amount is >= the FDSH income amount	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.99996	The individual has self-declared health insurance if the individual attests to having insurance through an employer.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.11	The system shall allow Social Security Numbers to be updated via Level 3 Application Support (e.g. Back-end queries)	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.12	The system shall only allow authorized users to view Federal Tax Information (FTI)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.17.15	Requirement is to update the "Start your application - Begin Process" screen on the hCentive UI/UX This application is designed to gather information that will be used to process your enrollment in a health coverage and determine if you are eligible for any programs that help you pay for health insurance premiums and lower your out-of-pocket health care costs. You will be asked if you are interested in seeing if you are eligible for help paying for coverage or not. If you are not interested, you will be asked only those questions needed to determine if you are able to purchase plans from the Massachusetts Health Connector and to determine what plans are available to you and how much they will cost. You may be surprised to find that you are eligible for a new form of financial assistance that can reduce your monthly insurance costs. If you are interested in seeing if you are eligible for financial assistance, we will ask you a number of questions about your household, your income, and other things that will help us find the best financial assistance programs for you	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.16	Requirement is to add help text to Section 1.15-How many are applying for Health insurance screen of the hCentive UI/UX	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.17	Update question currently displayed on hCentive UI/UX within Section 2.2 - Personal Information (SSN questions): We need the Social Security Number (SSN) if FirstName LastName is applying and has one. Even if First Name Last Name is not applying for health coverage, providing the SSN can be helpful since it can speed up the application process. We use SSNs to check income and other information to see who's eligible for help with health coverage costs. For help getting an SSN, call 1-800-772-1213 or visit socialsecurity.gov. TTY users should call 1-800-325-0778. Requirement is to modify above question to the language listed below on the hCentive UI/UX within Section 2.2 - Personal Information (SSN questions):We need a social security number for every person applying for health coverage who has one. An SSN is optional for persons not applying for health coverage, but giving us an SSN can speed up the application process. We use SSNs to check income and other information to see who is eligible for help with health coverage costs. If someone needs help getting an SSN, call the Social Security Administration at 1-800-772-1213 (TTY: 1-800-325-0778 for people who are deaf, hard of hearing, or speech disabled), or go to socialsecurity.gov. Please see the Social Security Administration application instructions or the MassHealth Member Booklet for more information.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.19	Requirement is to update the question "Has MEMBER NAME lived in the U.S. since 1996?" within the current hCentive UI/UX within Section 2.3 Immigration Status The question should state: "Has MEMBER NAME lived in the U.S. since August 22, 1996?"	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.17.2	The system shall display the following questions on hCentive UI/UX within 1.4 Contact Home Address: Are you a Massachusetts resident? Y/N Do you intend to reside in Massachusetts even if you don't have a fixed address? Y/N Are you temporarily living outside Massachusetts? Y/N When the user checks the "No Home Address" checkbox, "I intend to reside in Massachusetts, even if I do not have a fixed address" checkbox will be displayed	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.20	The requirement is to add a tool tip/help text to the following question "Are any of the people below American Indian/ Alaskan Native?" within the current hCentive UI/UX within Section 2.7 Special Circumstances. The help text should state:American Indians and Alaska Natives who enroll in health coverage can also get services from the Indian Health Services, tribal health programs, or urban Indian health programs. If you or any household members are American Indian or Alaska Native, you may not have to pay premiums or co-payments, and may get special monthly enrollment periods.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.22	The requirement is to add tool tip/help text to the following question: "Does MEMBER NAME have any income?" currently on the hCentive UI/UX. The tool tip should state: You don't need to tell us about child support, veteran's payment, or Supplemental Security Income (SSI).	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.23	The requirement is to update the checkbox displayed in Section 3.4 - Current Income that displays after the "Does MEMBER have any income" and yes is selected. Current check box options is "Invest Income" and should be "Investment Income" on the current hCentive UI/UX	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.26	For all occurrances, the system shall display 'MassHealth' and not "Mass Health"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.27	The system shall display all Medicaid related questions as 'MassHealth' and not "Medicaid & CHIP+"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.28	The requirement is to remove the following questions from Section 4.8/4.9/4.12 Medicaid & CHIP Specific Question on the current hCentive UI/UX - Does MEMBER NAME want help paying for medical bills from the last 3 months? - If you want help paying medical bills from the last three months, please check each month in which you have unpaid medical expenses.	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.29	The requirement is to remove the following questions from Section 4.8/4.9/4.12 Medicaid & CHIP Specific Question on the current hCentive UI/UX - Did MEMBER NAME have health insurance from a job that ended in the last 6 months? - Why did that insurance end?	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.3	Question currently displayed on hCentive UI/UX within 2.7 Special Circumstances 'Does anyone in the home who is applying have a medical or developmental condition that has lasted or is expected to last more than 12 months?' Requirement is to modify to say 'Does anyone in the household who is applying have an injury, illness, or disability (including a disabling mental health condition) that has lasted or is expected to last for at least 12 months? If legally blind, answer yes.'	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.17.4	The system shall display the following question on hCentive UI/UX within 3.4 Current Income Source: Is this job a sheltered workshop? Y/N	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.5	When entering a paper application, the system shall allow the user to enter the following data element on hCentive UI/UX: Application Received Date MM/DD/YYYY	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.6	The system shall allow the customer service representative the ability to capture the following reason codes and descriptions in the attached file: Reason Code Description 10 Receiving benefits in another state 12 No longer in household 17 Failure to pay CMSP premium 33 Already receiving MassHealth 38 Voluntary Withdrawal 40 Did not provide required verification 41 Failure to complete/ return annual review 46 Entered penal institution 48 Not a resident of Massachusetts 49 Deceased 50 Whereabouts Unknown 58 Failed to cooperate with Quality Assurance 86 Failure to pay MH premium	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.8	The system shall display the following questions on the hCentive UI/UX within 2.7 Special Circumstances (These questions is optional for the user to complete): Do any of the people below have breast or cervical cancer? MassHealth has special coverage rules for people who need treatment for breast or cervical cancer. Are any of the people below HIV positive? MassHealth has special coverage rules for people who are HIV positive. ** hCentive will default the option to "none of these people"	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.9	The system shall allow the use of hyphens (-) and apostrophes (') in all fields that capture first names, middle names, or last names	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.1	The PD process shall have the ability to calculate the start date of coverage to be 10 days prior to the application received date for paper applications with the exception of individuals born within those 10 days	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.10	the System must be able to calculate a HSN deductible amount for members who are awarded partial HSN At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	
(A) UI/UX/PD MH	AA.3.11	the system must be able to provide Premium Assistance functionality which supports a referral of reported health insurance for investigation, a determination of eligibility for PA, a calculation of PA payment amount, member notice requirements and connection to EHS system that generates payments After Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	

Worktrack	Name	Description	Priority	Release	System
(A) UI/UX/PD MH	AA.3.12	the system must be able to automatically update the status of a QAB to QLP when the 5 year barred period has ended. At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	
(A) UI/UX/PD MH	AA.3.13	the system should be able to send all notices for a member to all PSIs or ARDs listed on the member's file At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	Optum
(A) UI/UX/PD MH	AA.3.15	the individual is eligible for Standard (TMA) if the individual meets MassHealth categorical requirements for Standand and the individual meets MassHealth participation factors and individual's previous income was verified at or below 133% and the individual is either a "CIT" or "QLP" and a parent or "CIT""QLP""ILP" or "QAB" and the individual is less than age 19 and their earned income increased to put the total income FPL greater than 133% At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	Optum
(A) UI/UX/PD MH	AA.3.16	the system must be able to calculate the premium bill amount for MassHealth Premium Billing family groups and report these amount to the MassHealth customer service vendor for billing. After Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.	Critical	R3	
(A) UI/UX/PD MH	AA.3.2	The PD process shall have the ability to calculate the start date of coverage to be 10 days prior to the submission date for electronic applications with the exception of individuals born within those 10 days	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.3	The PD process shall have the ability to calculate the start date of coverage to be the date of birth for all members born 10 days prior to the application received date for paper applications	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.4	The PD process shall have the ability to calculate the start date of coverage to be the date of birth for all members born 10 days prior to the submission date for electronic applications	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.5	The PD process shall have the ability to calculate the end date of coverage to be 14 days after the determination date for any member whohas a change in coverage including denials/terminations, upgrades and downgrades with the exception of those members terminating b/c they are now deceased	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.6	The PD process shall have the ability to calculate the end date of coverage to be the date of death for any member who terminate coverage because they are now deceased	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.3.7	the system must have the ability to run a batch job to end a pregnancy that has lasted more than 12 months from the expected due date and run a determination At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of members identified by this requirement.	Critical	R3	Optum
(A) UI/UX/PD MH	AA.3.8	the system must have the ability to generate NCP-1 form to the parent or caretaker relative of any MassHealth eligible child under age 19 who has less than 2 custodial parents on the application At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of members identified by this requirement.	Critical	R3	
(A) UI/UX/PD MH	AA.3.9	the system must have the ability to run a batch job to send a MER (Senior transition form) to members who turn age 65 At Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of members identified by this requirement.	Critical	R3	Optum
(B) Eligibility Verification	B.1.1	The hCentive system shall establish connectivity with the Federal Data Service Hub	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(B) Eligibility Verification	B.1.2	The hCentive system shall display the appropriate message to the applicant if the connectivity to the FDSH is unavailable	Critical	R1	hCentive
(B) Eligibility Verification	B.10.1	The hCentive system shall have the ability to call the – Non-ESI MEC (MMIS) Service	Critical	R2	hCentive
(B) Eligibility Verification	B.10.2	The hCentive system shall have the ability to receive the Non-ESI MEC (MMIS) Service response from MMIS	Critical	R2	hCentive
(B) Eligibility Verification	B.10.3	The hCentive system shall have the ability to store the Non-ESI MEC (MMIS) Service response	Critical	R2	hCentive
(B) Eligibility Verification	B.10.4	The hCentive system shall have the ability to process the Non-ESI MEC (MMIS) Service response for Medicaid aid category, notices and program determination	Critical	R2	hCentive
(B) Eligibility Verification	B.10.5	If the Non-ESI MEC (MMIS) Service is unavailable, the hCentive system will allow not allow an applicant to continue their application, and a message will be displayed to that effect	Critical	R2	hCentive
(B) Eligibility Verification	B.11.1	The hCentive system shall have the ability to call the LexisNexis – Residency Verification Service	Important	R3	hCentive
(B) Eligibility Verification	B.11.3	The hCentive system shall have the ability to receive the response from LexisNexis	Important	R3	hCentive
(B) Eligibility Verification	B.11.4	The hCentive system shall have the ability to store the response from LexisNexis	Important	R3	hCentive
(B) Eligibility Verification	B.11.5	The hCentive system shall have the ability to process the LexisNexis RV response response to determine if an applicant is associated with an address for MA residency verification, denials, RFI, time clocks, notices and program determination	Important	R3	hCentive
(B) Eligibility Verification	B.11.6	If the LexisNexis RV Service is unavailable, the hCentive system will allow the user to continue through the eligibility application	Important	R3	hCentive
(B) Eligibility Verification	B.12.1	The hCentive system shall have the ability to call the Experian – Address Validation Service	Important	R3	hCentive
(B) Eligibility Verification	B.12.3	The hCentive system shall have the ability to receive the response from Experian	Important	R3	hCentive
(B) Eligibility Verification	B.12.4	The hCentive system shall have the ability to store the response from Experian	Important	R3	hCentive
(B) Eligibility Verification	B.12.5	The hCentive system shall have the ability to process the Experian Address Validation response to determine if an address is residential or commercial for MA residency verification, denials, RFI, time clocks, notices and program determination	Important	R3	hCentive
(B) Eligibility Verification	B.12.6	If the Experian Address Validation Service is unavailable, the hCentive system will allow the user to continue through the eligibility application	Important	R3	hCentive
(B) Eligibility Verification	B.2.1	The hCentive system shall have the ability to call the Federal Data Service Hub – SSA Composite Service	Critical	R1	hCentive
(B) Eligibility Verification	B.2.2	The hCentive system shall have the ability to receive the SSA Composite Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.2.3	The hCentive system shall have the ability to store the SSA Composite Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.2.4	The hCentive system shall have the ability to process the SSA Composite Service response from the FDSH for eligibility verification, denials, RFI, time clocks, notices and program determination	Critical	R1	hCentive
(B) Eligibility Verification	B.2.5	If the SSA Composite Service is unavailable, the hCentive system will allow the user to continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
(B) Eligibility Verification	B.3.1	The hCentive system shall have the ability to call the Federal Data Service Hub – IRS Income Service	Critical	R1	hCentive
(B) Eligibility Verification	B.3.2	The hCentive system shall have the ability to receive the IRS Income Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.3.3	The hCentive system shall have the ability to store the IRS Income Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.3.4	The hCentive system shall have the ability to process the IRS Income Service response from the FDSH and apply minimum compatibility rules for RFI, time clocks, notices and program determination	Critical	R1	hCentive
(B) Eligibility Verification	B.3.5	If the IRS Income Service is unavailable, the hCentive system will allow the user to continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(B) Eligibility Verification	B.4.1	The hCentive system shall have the ability to call the Federal Data Service Hub – IRS APTC Calculation Service	Critical	R1	hCentive
(B) Eligibility Verification	B.4.2	The hCentive system shall have the ability to receive the IRS APTC Calculation Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.4.3	The hCentive system shall have the ability to store the IRS APTC Calculation Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.4.4	The hCentive system shall have the ability to process the IRS APTC Calculation Service response from the FDSH for notices and program determination	Critical	R1	hCentive
(B) Eligibility Verification	B.4.5	If the IRS APTC Calculation Service is unavailable, the hCentive system will allow the user to continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
(B) Eligibility Verification	B.5.1	The hCentive system shall have the ability to call the Federal Data Service Hub – Non-ESI MEC (non Medicaid) Service	Critical	R1	hCentive
(B) Eligibility Verification	B.5.2	The hCentive system shall have the ability to receive the Non-ESI MEC (non Medicaid) Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.5.3	The hCentive system shall have the ability to store the Non-ESI MEC (non Medicaid) Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.5.4	The hCentive system shall have the ability to process the Non-ESI MEC (non Medicaid) Service response from the FDSH for notices and program determination	Critical	R1	hCentive
(B) Eligibility Verification	B.5.5	If the Non-ESI MEC (non Medicaid) Service is unavailable, the hCentive system will allow the user to continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
(B) Eligibility Verification	B.6.1	The hCentive system shall have the ability to call the Federal Data Service Hub – RIDP Service to receive the challenge questions for the applicant	Critical	R1	hCentive
(B) Eligibility Verification	B.6.10	If the RIDP Service is unavailable, the hCentive system will not allow any applicants to continue with their eligibility application and will display a message to the applicant to return at a later time	Critical	R1	hCentive
(B) Eligibility Verification	B.6.2	The hCentive system shall have the ability to receive the RIDP Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.6.3	The hCentive system shall have the ability to accept user input/responses to the RIDP service challenge questions from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.6.4	The hCentive system shall have the ability to call the RIDP service to transmit user input/responses to the RIDP service challenge questions	Critical	R1	hCentive
(B) Eligibility Verification	B.6.7	The hCentive system shall have the ability to store the RIDP Service response (RIDP pass / fail) from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.6.8	The hCentive system shall have the ability to process the RIDP Service response (RIDP pass / fail) and determine whether the applicant should continue through the application or be blocked due to failed ID proofing	Critical	R1	hCentive
(B) Eligibility Verification	B.6.9	If an applicant fails RIDP, the hCentive system will display a message to the applicant and inform them on steps they can take to resolve their issue	Critical	R1	hCentive
(B) Eligibility Verification	B.7.1	The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-1 Service	Critical	R1	hCentive
(B) Eligibility Verification	B.7.2	The hCentive system shall have the ability to receive the VLP-1 response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.7.3	The hCentive system shall have the ability to store the VLP-1 Service response from the FDSH	Critical	R1	hCentive
(B) Eligibility Verification	B.7.4	The hCentive system shall have the ability to process the VLP-1 Service response from the FDSH for eligibility verification, denials, RFI, time clocks, notices and program determination, and also to determine if the application needs to be flagged for VLP-2	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(B) Eligibility Verification	B.7.5	When an applicant is found to be lawfully present, the hCentive system will allow a user to complete an application. When an applicant is determined to not be lawfully present based on their eligbility, the hCentive system will deny the applicant(s)' eligibility. In the case of an inconsistency (e.g. anything that would require further verification, like being flagged for VLP Step 2), the hCentive system will allow a user to continue through the application but will be required to provide documentation	Critical	R1	hCentive
(B) Eligibility Verification	B.7.6	The hCentive system will not allow an applicant to continue when the VLP Service is unavailable, and a message will be displayed to tell the applicant to return at a later time	Critical	R1	hCentive
(B) Eligibility Verification	B.8.1	The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-2 Service	Important	R3	hCentive
(B) Eligibility Verification	B.8.2	The hCentive system shall have the ability to, on an asynchronous basis, accept a transaction from the FDSH VLP (Step 2) Service (all associated services as defined in DSH_RP_BSD_VLP_v33)	Important	R3	hCentive
(B) Eligibility Verification	B.8.3	The hCentive system shall have the ability to receive the VLP (Step 2) response from the FDSH	Important	R3	hCentive
(B) Eligibility Verification	B.8.4	The hCentive system shall have the ability to store the VLP (Step 2) response from the FDSH	Important	R3	hCentive
(B) Eligibility Verification	B.8.5	The hCentive system shall have the ability to process the VLP-2 Service response from the FDSH for eligibility verification, denials, RFI, time clocks, notices and program determination, and also to determine if the application needs to be flagged for VLP-3	Important	R3	hCentive
(B) Eligibility Verification	B.9.1	The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-3 Service	Important	R3	hCentive
(B) Eligibility Verification	B.9.2	The hCentive system shall have the ability to, on an asynchronous basis, accept a transaction from the FDSH VLP (Step 3) Service (all associated services as defined in DSH_RP_BSD_VLP_v33)	Important	R3	hCentive
(B) Eligibility Verification	B.9.3	The hCentive system shall have the ability to receive the VLP (Step 3) response from the FDSH	Important	R3	hCentive
(B) Eligibility Verification	B.9.4	The hCentive system shall have the ability to store the VLP (Step 3) response from the FDSH	Important	R3	hCentive
(B) Eligibility Verification	B.9.5	The hCentive system shall have the ability to process the VLP-3 Service response from the FDSH for eligibility verification, denials, RFI, time clocks, notices and program determination	Important	R3	hCentive
(C) Plan Management	C.1.10	The hCentive system will be able to load plans within acceptable timeframes	Useful	R2	hCentive
(C) Plan Management	C.1.11	The hCentive system shall be able to load a unique enrollee premium schedule and service area mapping documents for State Wrap / Connector Care plans.	Critical	R2	hCentive
(C) Plan Management	C.1.2	The hCentive system shall have capability to consume 2015 medical SERFF templates (QHP) and 2015 SERFF stand-alone dental templates (QDP),display those plans in the UI.	Critical	R2	hCentive
(C) Plan Management	C.1.3	The hCentive system shall have the ability to consume SERFF template modified XML file containing state WRAP benefit plans and display benefits as specified by CCA and agreed by Optum, including the modified benefits values, as well as the modified plan name as appropriate in the plan compare and shopping UI.	Critical	R2	hCentive
(C) Plan Management	C.1.4	The hCentive system shall have capability to consume a plan which has the same HIOS ID as an existing plan, but has a different effective date. The net effect will be concurrent existence of 2 plans with the same HIOS ID.	Critical	R1	hCentive
(C) Plan Management	C.1.5	The hCentive system shall have capability to refresh/delete plans from the environment in which plans have been previously loaded on an ad-hoc basis. The net effect will be an empty environment.	Critical	R1	hCentive
(C) Plan Management	C.1.6	The hCentive system shall have capability to consume SERFF templates for plans that have been previously loaded in an environment on an ad-hoc basis, and overwrite the existing data fields. The net effect will be modifications to a particular plan.	Important	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
(C) Plan Management	C.1.7	The hCentive system shall have capability to consume SERFF templates for plans that have not been previously loaded in an environment on an ad-hoc basis. The net effect will be the addition of a new plan.	Important	R1	hCentive
(C) Plan Management	C.2.1	The hCentive system shall display the contents of the SERFF templates in the COTS format with specified changes agreed upon by both Optum and CCA (per the Plan Management Benefits Display Requirements Document)	Critical	R1	hCentive
(C) Plan Management	C.2.1.11	The hCentive will always supress a 00 plan variant(off-exchange plans) even though it is loaded into the system	Critical	R1	hCentive
(C) Plan Management	C.2.1.12	If there is a benefit explanation (column K of the SERFF Plans and Benefits template, benefits package tab), add a new row beneath the "Limit Quantity" for than benefit in the UI named "Benefit Explaination" and map the value shown for that benefit, for that tier, (4,000 character limitation on this field)	Critical	R3	hCentive
(C) Plan Management	C.2.1.13	For all benefits on the SERFF Plans and Benefits template cost sharing tab, If the In Network Copay = $0 and the In Network Coinsurance = 100% or If the In Network Copay is null and the In Network Coinsurance is null then display "Not Covered"	Critical	R3	hCentive
(C) Plan Management	C.2.1.25	Requirement description: Hcentive should be able to display deductibles and out of pocket maximums in the QDP SERFF template properly reflecting that the benefit category is in reference to a dental plan, not a medical plan.	Critical	R3	hCentive
(C) Plan Management	C.2.1.9	The hCentive system will allow a applicant to purchase a QDP only after enrolling in a QHP.	Critical	R2	hCentive
(C) Plan Management	C.2.10	Fields and Functionalities present in the Shopping UI page are accurately displayed and function correctly. These include the filter functionalities, APTC slider and fields like Carrier Name, Plan Name etc.	Useful	R2	hCentive
(C) Plan Management	C.2.11	The hCentive system will display the appropriate plan variants (-04 through -06) if the member is eligible for State Wrap / Connector Care.	Critical	R2	hCentive
(C) Plan Management	C.2.12	The hCentive system will display the appropriate plan according to the information given in the application.	Critical	R2	hCentive
(C) Plan Management	C.2.13	The hCentive system will have the functionality to compare plans and the maximum should be three.	Critical	R2	hCentive
(C) Plan Management	C.2.14	The hCentive system will not display the State Wrap / Connector Care plans when the member is not eligible for State Wrap / Connector Care.	Critical	R2	hCentive
(C) Plan Management	C.2.15	The hCentive system will display the plan variant (-02) if the member is AI/AN and eligible for State Wrap / Connector Care.	Critical	R2	hCentive
(C) Plan Management	C.2.16	The hCentive system will display the plan variant (-03) if the member is AI/AN and not eligible for State Wrap / Connector Care.	Critical	R2	hCentive
(C) Plan Management	C.2.17	The hCentive system will not display the catastrophic plans when the member is not eligible for catastrophic plans.	Critical	R2	hCentive
(C) Plan Management	C.2.18	The hCentive system will display only the catastrophic plans only when the member is eligible for catastrophic plans.	Critical	R2	hCentive
(C) Plan Management	C.2.2	The hCentive system shall have capability to suppress a plan from display, while maintaining the plan's active status for purposes of the back end interface	Critical	R1	hCentive
(C) Plan Management	C.2.3	The hCentive system will only display the QHP/QDPs available for the applicant's zip code for an applicant determined to be eligible for QHP/QDPs without subsidies	Critical	R1	hCentive
(C) Plan Management	C.2.4	The hCentive system will only display the QHP/QDPs available for the applicant's zipcode for an applicant determined to be eligible for QHP/QDPs with APTCs	Critical	R1	hCentive
(C) Plan Management	C.2.5	The hCentive system will only display the wrap plans available for a particular zip code for an applicant determined to be eligible for State Wrap / Connector Care	Critical	R2	hCentive
(C) Plan Management	C.2.6	The hCentive system will not display the plan variants (-01 through -03) if the member is eligible for State Wrap / Connector Care	Critical	R2	hCentive
(C) Plan Management	C.2.7	If a particular benefit cost sharing Out-of-Network co-pay is $0, and the corresponding Out-of-Network co-insurance is 100%, the system shall display "Not Covered Out-of-Network".	Useful	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(C) Plan Management	C.2.8	If a particular benefit cost sharing In-Network co-pay is blank, and the corresponding In-Network co-insurance is blank the system shall display "Please see SBC".	Useful	R2	hCentive
(C) Plan Management	C.2.9	Field Level and various Pop-Up Validations in Anonymous Shopping are accurately displayed. This includes all the Pop-up's which appear during the Plan Shopping Anonymously.	Critical	R2	hCentive
(C) Plan Management	C.3.1	The hCentive system will accurately display rates for unsubsidized QHPs/QDPs, as provided by issuers.	Critical	R1	hCentive
(C) Plan Management	C.3.2	The hCentive system will display the total premium, APTC amount and member share for an applicant determined to tbe eligible for QHPs with APTCs	Critical	R1	hCentive
(C) Plan Management	C.3.3	The hCentive system will accurately display member share rates for an applicant determined to be eligible for State Wrap (Connector Care), as provided by issuers and CCA.	Critical	R2	hCentive
(C) Plan Management	C.3.4	The hCentive system will accurately calculate all rate components (i.e. total premium, wrap amount, APTC amount and member share) if an applicant changes their APTC amount	Critical	R2	hCentive
(C) Plan Management	C.3.5	The hCentive system will accurately calculate premiums for all rateable members and apply the accurate subsidy amounts (APTC and/or wrap)	Critical	R2	hCentive
(C) Plan Management	C.3.6	The hCentive system will display the premium accurately when the application has ratable and non-ratable members.	Critical	R2	hCentive
(C) Plan Management	C.3.7	The hCentive system will default to non-tobacco rates if there are no tobacco rates are provided in the SERFF template; in the event that tobacco rates are provided in the SERFF template, the hCentive system will have the capability to support both tobacco and non-tobacco rates	Critical	R2	hCentive
(C) Plan Management	C.4.1	The hCentive system will accurately display plan benefit details - cost sharing (e.g. deductibles, co-pays, co-insurance, tiered benefits, in-network, out-of-network, etc.) - for all QHPs/APTCs, as indicated on SERFF templates	Critical	R1	hCentive
(C) Plan Management	C.4.2	The hCentive system will accurately display plan benefit details - cost sharing (e.g. deductibles, co-pays, co-insurance, tiered benefits, in-network, out-of-network, etc.) - for all QDPs, as indicated on SERFF templates	Critical	R2	hCentive
(C) Plan Management	C.4.3	The hCentive system will accurately display plan benefit details - cost sharing (e.g. deductibles, co-pays, co-insurance, tiered benefits, in-network, out-of-network, etc.) - for all wrap plans	Critical	R2	hCentive
(C) Plan Management	C.4.4	The hCentive system will accurately display non plan benefit information (e.g. carrier logos, provider links, HSA information, etc.) - for all QHPs	Important	R1	hCentive
(C) Plan Management	C.4.5	The hCentive system will accurately display non plan benefit information (e.g. carrier logos, provider links, HSA information, etc.) - for all QDPs	Important	R1	hCentive
(C) Plan Management	C.4.6	The hCentive system will accurately display cost sharing values for wrap plans based on member's eligibility for specific Connector Care programs (PT1, PT2a, PT2b, PT3a, PT3b)	Critical	R2	hCentive
(C) Plan Management	C.5.1	The hCentive system shall have the ability to allow CCA, Issuers and DOI the necessary access and functionality for plan preview testing and benefit validation via the Individual User Portal.	Critical	R1	hCentive
(C) Plan Management	C.5.4	The hCentive system shall have the ability to allow the applicant to select a plan and proceed to complete their application and checkout.	Critical	R2	hCentive
(D) Enrollment and Billling	D.1.1	The hCentive system will have the ability to send ADD transactions to Dell via the Enrollment XML (QHP, APTC)	Critical	R1	hCentive
(D) Enrollment and Billling	D.1.10	The hCentive system will have the ability to send the initial enrollments to the Dell system via a mutually agreed-to web service as defined by the Financial Management ICD	Critical	R1	hCentive
(D) Enrollment and Billling	D.1.15	The hCentive system will send initial set system generated member change scenarios using the relevant transaction codes in the Enrollment XML (e.g. demographic, income, eligibilty, etc. changes) as in the Financial Management ICD	Critical	R3	hCentive
(D) Enrollment and Billling	D.1.2	The hCentive system will have the ability to send ADD transactions to Dell via the Enrollment XML (Wrap)	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(D) Enrollment and Billling	D.1.3	'The hCentive system will send ADD transactions to Dell via the Enrollment XML (QDP) when the user has enrolled in the QHP as well.	Critical	R2	hCentive
(D) Enrollment and Billling	D.1.7	The hCentive system will send system generated CHANGE, TERM and CANCEL transactions to Dell via the Enrollment XML (QHP, APTC)	Critical	R3	hCentive
(D) Enrollment and Billling	D.1.8	The hCentive system will send system generated CHANGE, TERM and CANCEL transactions to Dell via the Enrollment XML (Wrap)	Critical	R3	hCentive
(D) Enrollment and Billing	D.1.9	The hCentive system will send system generated CHANGE, TERM and CANCEL transactions to Dell via the Enrollment XML (QDP) when the applicant is enrolled in the QHP as well.	Critical	R3	hCentive
(D) Enrollment and Billling	D.2.11	The hCentive system will have the ability to accept from the Dell system EFFECTUATION STATUS (including policy numbers) and NON PAYMENT TERM information via a mutually agreed-to web service "Enrollment Response XML" as defined by the Financial Management ICD	Critical	R2	hCentive
(E) Notices	E. 10.1	The hCentive system shall generate a Denials (Deceased) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 10.2	The hCentive system shall not generate a Denials (Deceased) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 10.4	The hCentive system generates Denials (Deceased) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 10.7	The hCentive system generates and sends dynamic content triggers via the Denials (Deceased) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 11.1	The hCentive system shall generate a Denials (Not Lawfully Present) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 11.2	The hCentive system shall not generate a Denials (Not Lawfully Present) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 11.4	The hCentive system generates Denials (Not Lawfully Present) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 11.7	The hCentive system generates and sends dynamic content triggers via the Denials (Not Lawfully Present) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 12.1	The hCentive system shall generate a Denials (Non-MA Resident) Notice when appropriate business conditions are met	Critical	R1	hCentive
(E) Notices	E. 12.2	The hCentive system shall not generate a Denials (Non-MA Resident) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R1	hCentive
(E) Notices	E. 12.4	The hCentive system generates Denials (Non-MA Resident) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R1	hCentive
(E) Notices	E. 12.7	The hCentive system generates and sends dynamic content triggers via the Denials (Non-MA Resident) Notice(s) XML to Dell	Critical	R1	hCentive
(E) Notices	E. 13.1	The hCentive system shall generate a Request for Information (Income) when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 13.2	The hCentive system shall not generate a RFI (Income) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 13.4	The hCentive system generates RFI (Income) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 13.7	The hCentive system generates and sends dynamic content triggers via the RFI (Income) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 14.1	The hCentive system shall generate a RFI (Incarceration) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 14.2	The hCentive system shall not generate a RFI (Incarceration) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 14.4	The hCentive system generates RFI (Incarceration) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices	E. 14.7	The hCentive system generates and sends dynamic content triggers via the RFI (Incarceration) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 15.1	The hCentive system shall generate a RFI (Immigration Status) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 15.2	The hCentive system shall not generate a RFI (Immigration Status) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 15.4	The hCentive system generates RFI (Immigration Status) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 15.7	The hCentive system generates and sends dynamic content triggers via the RFI (Immigration Status) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 16.1	The hCentive system shall generate a RFI (MA Residency) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 16.2	The hCentive system shall not generate a RFI (MA Residency) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 16.4	The hCentive system generates RFI (MA Residency) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 16.7	The hCentive system generates and sends dynamic content triggers via the RFI (MA Residency) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 17.1	The hCentive system shall generate a RFI (AI/AN Status) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 17.2	The hCentive system shall not generate a RFI (AI/AN Status) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 17.4	The hCentive system generates RFI (AI/AN Status) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 17.7	The hCentive system generates and sends dynamic content triggers via the RFI (AI/AN Status) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 18.1	The hCentive system shall generate a RFI (U.S. Citizenship) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 18.2	The hCentive system shall not generate a RFI (U.S. Citizenship) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 18.4	The hCentive system generates RFI (U.S. Citizenship) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 18.7	The hCentive system generates and sends dynamic content triggers via the RFI (U.S. Citizenship) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 19.1	The hCentive system shall generate a MH Assessment Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 19.2	The hCentive system shall not generate a MH Assessment Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 19.4	The hCentive system generates MH Assessment Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 19.7	The hCentive system generates and sends dynamic content triggers via the MH Assessment Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 20.1	The hCentive system shall generate a Employer Tax Liability Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 20.2	The hCentive system shall not generate a Employer Tax Liability Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 20.4	The hCentive system generates Employer Tax Liability Notice(s) XML to Dell for the appropriate recipients	Critical	R2	hCentive
(E) Notices	E. 20.7	The hCentive system generates and sends dynamic content triggers via the Employer Tax Liability Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 21.1	The hCentive system shall generate a RIDP Failure Notice when appropriate business conditions are met	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices	E. 21.2	The hCentive system shall not generate a RIDP Failure Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R3	hCentive
(E) Notices	E. 21.4	The hCentive system generates RIDP Failure Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R3	hCentive
(E) Notices	E. 21.7	The hCentive system generates and sends dynamic content triggers via the RIDP Failure Notice(s) XML to Dell	Critical	R3	hCentive
(E) Notices	E. 27.1	The hCentive system shall be able to generate Combinations of Notices (e.g. RFI, Provisional Approval) when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 27.2	The hCentive system shall not generate Combinations of Notices XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 4.1	The hCentive system shall generate a Provisional Eligibility Approval (QHP) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 4.2	The hCentive system shall not generate a Provisional Eligibility Approval (QHP) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 4.4	The hCentive system generates Provisional Eligibility Approval (QHP) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 4.7	The hCentive system generates and sends dynamic content triggers via the Provisional Eligibility Approval (QHP) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 5.1	The hCentive system shall generate a Final Eligibility Approval (QHP + APTC) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 5.2	The hCentive system shall not generate a Final Eligibility Approval (QHP + APTC) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 5.4	The hCentive system generates Final Eligibility Approval (QHP + APTC) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 5.7	The hCentive system generates and sends dynamic content triggers via the Final Eligibility Approval (QHP + APTC) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 6.1	The hCentive system shall generate a Provisional Eligibility Approval (QHP + APTC) Notice when appropriate business conditions are met	Critical	R1	hCentive
(E) Notices	E. 6.2	The hCentive system shall not generate a Provisional Final Eligibility Approval (QHP + APTC) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R1	hCentive
(E) Notices	E. 6.4	The hCentive system generates Provisional Eligibility Approval (QHP + APTC) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R1	hCentive
(E) Notices	E. 6.7	The hCentive system generates and sends dynamic content triggers via the Provisional Eligibility Approval (QHP + APTC) Notice(s) XML to Dell	Critical	R1	hCentive
(E) Notices	E. 7.1	The hCentive system shall generate a Final Eligibility Approval (Wrap)* Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 7.2	The hCentive system shall not generate a Final Eligibility Approval (Wrap)* Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 7.4	The hCentive system generates Final Eligibility Approval (Wrap)* Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 7.7	The hCentive system generates and sends dynamic content triggers via the Final Eligibility Approval (Wrap)* Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 8.1	The hCentive system shall generate a Provisional Eligibility Approval (Wrap)* Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E. 8.2	The hCentive system shall not generate a Provisional Eligibility Approval (Wrap)* Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 8.4	The hCentive system generates Provisional Eligibility Approval (Wrap)* Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 8.7	The hCentive system generates and sends dynamic content triggers via the Provisional Eligibility Approval (Wrap)* Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E. 9.1	The hCentive system shall generate a Denials (Incarcerated) Notice when appropriate business conditions are met	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices	E. 9.2	The hCentive system shall not generate a Denials (Incarcerated) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E. 9.4	The hCentive system generates Denials (Incarcerated) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E. 9.7	The hCentive system generates and sends dynamic content triggers via the Denials (Incarcerated) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E.1.1	The hCentive system will send the required date to generate the eligibility notice to dell correspondence lite in a batch process and transfer via SFTP communication	Critical	R1	hCentive
(E) Notices	E.27.10	The hCentive system generates and sends dynamic content triggers via the RFI (Proof of SSN) Notice(s) XML to Dell	Critical	R2	hCentive
(E) Notices	E.27.4	The hCentive system shall generate a Request for Information (Proof of SSN) when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E.27.5	The hCentive system shall not generate a RFI (Proof of SSN) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E.27.7	The hCentive system generates RFI (Proof of SSN) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E.3.1	The hCentive system shall generate a Final Eligibility Approval (QHP Approval) Notice when appropriate business conditions are met	Critical	R2	hCentive
(E) Notices	E.3.2	The hCentive system shall not generate a Final Eligibility Approval (QHP Approval) Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notices	E.3.4	The hCentive system generates Final Eligibility Approval (QHP Approval) Notice(s) XML to Dell for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
(E) Notices	E.3.7	The hCentive system generates and sends notice fragment indicators via the Final Eligibility Approval (QHP Approval) Notice(s) XML to Dell	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System

		1.3.MH Style Sheet : Ensure that the below Notice Style Sheet is followed for the notices (MassHealth,CMSP,HSN) :
		
		Type Standard
		Electronic File Format : PDF (compatible with screen readers)
		
		Body Font (Notices/Letters) : Normal Print: Calibri 12 pt.
		       Large Print: Calibri 18 pt.
		
		Bold Body Font (Notices/Letters) : Normal Print: Calibri Bold 12 pt.
		     Large Print: Calibri Bold 18 pt.
		
		Headings (Notices/Letters) : Normal Print: Calibri Bold 12 pt.
		     Large Print: Calibri Bold 18 pt.
		
		Sub Headings (Notices/Letters) : Normal Print: Calibri Bold 12 pt.
		     Large Print: Calibri Bold 18 pt.
		
		Citation Font (Notices/Letters) : Normal Print: Calibri 12 pt.
		     Large Print: Calibri 18 pt.
		
		Paper Size/Type : 8.5 x 11 (White)
		
		Paper Orientation : Portrait			

(E) Notices MH	EE.1.1	Page Margins (Notices) : Top: 1"	Critical	R3	hCentive
(E) Notices MH	EE.1.10	10.Key Message Master List : 2.)-KM ID : KM006 -Templates Used : ALL -Category : Header/Accessibility -Description(Text) : You can get this information in large print and Braille. Call 1-800-841-2900 from Monday to Friday, 8:00 A.M. to 5:00 P.M. TTY: 1-800-497-4648. -Business Rules : 1) This message is static. 2) It must be centered aligned 3) Bolded words / numbers must be displayed as such.	Critical	R3	hCentive
(E) Notices MH	EE.1.11	10.Key Message Master List : 3.) -KM ID : KM007 -Templates Used : ALL -Category : Header/Sequence Number -Description : This number will be generated by the mailing software use for generating the USPS mail record number. -Business Rules : 1) This message is static 2) Must be directly above the recipient's or C/o name(s) 3) It will be created at printing by ITD	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.1.12	10.Key Message Master List : 4.) -KM ID : KM008 -Templates Used : ALL -Category : Header/Barcode -Description : This will equally be created by system and criteria will be determined -Business Rules : 1) This message is static 2) It will be auto generated during printing. 3) Must be left aligned in a vertical style. 4) Must correspond to the sequence number. 5) It will be created at printing by ITD	Critical	R3	hCentive
(E) Notices MH	EE.1.13	10.Key Message Master List : 5.) KM ID : KM009 -Templates Used : ALL -Category : Header/Optical Mark -Description : This will equally be auto created during printing for page counting and envelope stuffing. -Business Rules : 1) This message is static. 2) Must be right aligned & printed outside margin. 3) Must be display parallel to returned address below the Logo 4) It will be created at printing by ITD	Critical	R3	hCentive
(E) Notices MH	EE.1.14	10.Key Message Master List : 6.) KM ID : KM011 -Templates Used : ALL -Category : Header / Beneficiary Names -Description : [FirstName MiddleName LastName Suffix] -Business Rules : 1) This message is static. 2) Must display the name(s) of eligible individual / beneficiary against whom the notice is generated OR 3) If notice type is VC1, then display the account holder's name.	Critical	R3	hCentive
(E) Notices MH	EE.1.15	10.Key Message Master List : 7.) KM ID : KM012 -Templates Used : ALL -Category : Header / Recipient Address -Description : [Address Line 1] [Address Line 2] [City, State, Zipcode] -Business Rules : 1) The beneficiary's mailing address should be displayed if age is above 18 years OR 2) If the beneficiary is a minor (under age 18), then display the account holder's mailing address. OR 3) If notice type is VC1, then must display the account holder's mailing address.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.1.16	10.Key Message Master List : 8.) KM ID : KM013 -Templates Used : ALL -Category : Header / Notice ID (approval) -Description : Date: [Month DD,YYYY of Notice creation] Notice ID: [Member Eligibility ID]/ [Member MEC Number]/[Template ID]-[Timestamp of eligibility date in DDMMYY format] Member ID: [MMIS ID] SSN: [xxx-xx- last four digit] -Business Rules : 1) This message is static. 2) Dynamic data elements are indicated in red 3) Beneficiary's information must be displayed. 4) Must be left aligned & justified 5) For Member ID & SSN fields, display "Not Available" if element(s) are missing.	Critical	R3	hCentive
(E) Notices MH	EE.1.17	10.Key Message Master List : 9.) KM ID : KM015 -Templates Used : ALL -Category : Footer / contact Us -Description : Question? Visit MAhealthconnector.org or call 1-800-841-2900 TTY: 1-800-497-4648 -Business Rules : 1) This message is static. 2) Must be centered aligned in the footer. 3) Must be navy blue colored. 4) Bolded words / numbers must be displayed as such	Critical	R3	hCentive
(E) Notices MH	EE.1.18	10.Key Message Master List : 10.) KM ID : KM016 -Templates Used : ALL -Category : Footer / Page No -Description : [x of y] -Business Rules : 1) This message is static. 2) Must be aligned in the footer to the left of the right margin never crossing it. 3) Must be displayed on all Notice pages in sequential order	Critical	R3	hCentive
(E) Notices MH	EE.1.19	10.Key Message Master List : 11.) KM ID : KM017 -Templates Used : ALL -Category : Salutation -Description : Dear [FirstName MiddleName LastName Suffix] -Business Rules : 1) This message is Static. AND 2) Must display the name of the beneficiary or eligible individual If 18 years or older. OR 3) If the beneficiary is a minor (under age 18), then display the account holder's name.	Critical	R3	hCentive
(E) Notices MH	EE.1.2	MassHealth Overall Notice Template: 2.1.Envelope : Ensure using samples from the ITD that the ITD printing and packing process will use a standardized envelope for all notices. The dimensions for this envelope are 9 ½" wide by 6" tall. The envelope has two panes for displaying the return address block and the recipient name and address block as show in the below example:	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.1.3	MassHealth Overall Notice Template: 2.2 : A Sample Notice structure could be as below (Note : This should be used only for dimension purposes) Page 1 :	Critical	R3	hCentive
(E) Notices MH	EE.1.4	MassHealth Overall Notice Template: 2.2 : A Sample Notice structure could be as below (Note : This should be used only for dimension purposes.) Page 2 :	Critical	R3	hCentive
(E) Notices MH	EE.1.5	MassHealth Overall Notice Template: 3. Header & Footer : Header : Ensure that the footer dimensions and structure should be as below for all notices(Note: This should be used only for dimension purposes.)	Critical	R3	hCentive
(E) Notices MH	EE.1.6	MassHealth Overall Notice Template: 3. Header & Footer : Footer : Ensure that the footer dimensions and structure should be as below for all notices(Note: This should be used only for dimension purposes.)	Critical	R3	hCentive
(E) Notices MH	EE.1.7	MassHealth Overall Notice Template: 4.1 Page One Sample Data Element Dimensions : A sample of Page One Data Elements Dimensions for all notices is provided as below. Ensure that all notices adhere to the below requirements.	Critical	R3	hCentive
(E) Notices MH	EE.1.8	5 Body Content for Notices : Ensure that the body content will begin on the first page and continue uninterrupted until the end of the notice. On the first page of every notice this section begins 6 ¾" from the top of the page and spans across the page in between the 1" margins and terminates before the footer, 1" from the bottom of the page. On subsequent pages the body content section fills the entire page, spanning between the header, footer, and margins.	Critical	R3	hCentive
(E) Notices MH	EE.1.9	Common Fragments across all notices : The below Key messages are common to all notices and it should be ensured that these are present on each notice at time of testing : 10.Key Message : 1.)- KM ID : KM002 -Templates Used : ALL -Category : Header/Logo -Description (Text) : Health Insurance Processing Center P.O. Box 4405 Taunton, MA 02780-0419 -Business Rules : This message is static.	Critical	R3	hCentive
(E) Notices MH	EE.10.1	10.Key Message Master List : 1.) KM ID : KM001 -Templates Used : ALL -Category :Header/Logo -Description : This is a pictorial design message that depicts the MassHealth Logo (To be Provided) -Business Rules : 1) This message is a static 2) Must be navy blue colored displayed with wordings bolded 3) Must be Right aligned at the top of each page. 4) Should be included on any forms / inserts	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.10	10.) KM ID : KM024 -Templates Used :APPR -STD -Category : Basis of Determination / Mass Health Standard -Description : MassHealth Standard pays for doctor and clinic visits, hospital stays, prescription medicines, some dental services, personal care attendant services, and transportation to medical appointments, even if it is not an emergency. Adults may have a copay for prescriptions and doctor or hospital visits. Qualifying American Indians do not have copays or premiums. More information can be found in the MassHealth regulations at 130 CMR 506.015. If you told us or we got information that the person approved on this letter is disabled, we will send you another letter about these additional benefits. Do you have to pay for this benefit? MassHealth may charge a monthly premium to members who are above the income limit for receiving Standard without a premium. If you have to pay a monthly premium, MassHealth will send you a bill. The bill is the total amount your family owes and it will tell you the different ways in which you can pay. Make sure to pay your bills on time so these benefits do not end. What happens next? ☐ Step 1: Pick a Health Plan and a Doctor If you do not already have health insurance or a health plan through MassHealth, you must call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled) to pick a health plan. If you already have private health insurance, you do not need to pick a health plan through MassHealth. ☐ Step 2: Show Insurance Cards New members will get their MassHealth cards in the mail. The health plan may also send ID cards if a plan is selected. When getting medical services, be sure to show your MassHealth card along with either your health plan cards or your private health insurance card.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		11.) KM ID : KM025 -Templates Used :APPR - LIM -Category : Basis of Determination / Mass Health Limited -Description : MassHealth Limited covers emergency services such as ambulance transportation, pharmacy services, visits to emergency rooms, emergency treatment of cancer, outpatient and inpatient hospital services, and labor and delivery. Organ transplants are not covered. There is no monthly premium (fee). If you told us or we got information that the person approved on this letter is disabled, we will send you another letter about these additional benefits. What other medical services can you get? The Health Safety Net (HSN) may be able to help the person approved on this letter pay for some services at Massachusetts acute hospitals or community health centers. If they have other health insurance, they must use that insurance first, before the Health Safety Net can pay for their services. There may be copays and deductibles. Pay these charges directly to the health-care provider. Keep a copy of all medical bills and payments. How does the Health Safety Net work? The Health Safety Net is not insurance. Ask your health-care provider what the Health Safety Net can pay for. IMPORTANT: In many hospitals, the doctors work for private groups. They are not hospital employees. The Health Safety Net does not pay for private doctor services or private lab or radiology tests even when you get these services in a hospital. Check to see if your provider accepts Health Safety Net before you get services. What happens next?			
(E) Notices MH	EE.10.11	New members will get their MassHealth cards in the mail. Show this card to the doctor or	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		12.) KM ID : KM026 -Templates Used : APPR - HSN -Category : Basis of Determination / Mass Health HSN -Description : Why doesn't the person on this letter qualify for MassHealth benefits? They do not qualify for MassHealth according to the MassHealth regulations at 130 CMR 505.000. The person approved on this letter can get the Health Safety Net according to the Health Safety Net regulations at 101 CMR 613.00. You can find these regulations at www.mass.gov/eohhs/gov/laws-regs/hhs/health-safety-net-regulations.html. If you told us or we got information that the person approved on this letter is disabled, we will send you another letter about these additional benefits. If you are pregnant, you may be able to get more benefits. To find out if you qualify, call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled). How does the Health Safety Net work? The Health Safety Net is not insurance. . It pays for certain care at Massachusetts community health centers and acute hospitals. Ask your health-care provider what the Health Safety Net can pay for. IMPORTANT: In many hospitals, the doctors work for private groups. They are not hospital employees. The Health Safety Net does not pay for private doctor services or private lab or radiology tests even when you get these services in a hospital. Check to see if your provider accepts Health Safety Net before you get services. If the person approved on this letter has other health insurance, they must use that health insurance first, before the Health Safety Net can pay for their services. There may be copays			
(E) Notices MH	EE.10.12	and deductibles. Pay these charges directly to the health care provider. Keep a copy of all	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		13.) KM ID : KM027 -Templates Used : APPR - CP -Category : Basis of Determination / Mass Health CarePlus -Description : MassHealth CarePlus pays for doctor and clinic visits, hospital stays, prescription medicines, some dental services, and transportation to medical appointments, even if it is not an emergency. Adults may have a copay for prescriptions and doctor or hospital visits. There is no monthly premium (fee). Qualifying American Indians do not have copays or premiums. More information can be found in the MassHealth regulations at 130 CMR 506.015. If you told us or we got information that the person approved on this letter is disabled, we will send you another letter about these additional benefits. What happens next? ☐ Step 1: Pick a Health Plan and a Doctor If you do not already have health insurance or a health plan through MassHealth, you must call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled) to pick a health plan. If you already have private health insurance, you do not need to pick a health plan through MassHealth. ☐ Step 2: Show Insurance Cards New members will get their MassHealth cards in the mail. The health plan may also send ID cards if a plan is selected. When getting medical services, be sure to show your MassHealth card along with either your health plan cards or your private health insurance card. How did we make our decision? MassHealth uses the rules for family size and income to make a decision. We also consider pregnancy, disability, immigration status, and breast or cervical cancer or HIV.			
(E) Notices MH	EE.10.13	Family size is based on how you and your dependents are claimed on your tax return and who	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		14.) KM ID : KM028 -Templates Used : APPR - CMSP -Category : Basis of Determination / Mass Health CMSP -Description : CMSP pays for outpatient services including preventive and sick visits, eye exams and hearing tests, dental services and prescription medicines. There may be some co-payments and yearly ($) limits on certain types of covered services. Qualifying American Indians do not have copays or premiums. More information can be found in the MassHealth regulations at 130 CMR 506.015. Do you have to pay? MassHealth may charge a monthly premium to members who are above the income limit for receiving CMSP without a premium. If you have to pay a monthly premium, MassHealth will send you a bill. The bill is the total amount your family owes and it will tell you the different ways in which you can pay. Make sure to pay your bills on time so these benefits do not end. What happens next? ☐ Step 1: Pick a Doctor For a list of all CMSP doctors, go to www.cmspkids.com or call CMSP Customer Service at 1-800-909-2677. When you make an appointment, make sure the doctor accepts CMSP. ☐ Step 2: Insurance Cards New members will get their CMSP card in the mail. Show this card to the doctor or pharmacy when getting medical services. How did we make this decision? The person approved on this letter qualifies for CMSP because they are uninsured, less than 19 years of age, and their immigration status or income does not allow them to get MassHealth benefits.			
(E) Notices MH	EE.10.14	The person approved on this letter can get CMSP according to MassHealth regulations at 130	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		15.) KM ID : KM029 -Templates Used : APPR - FA -Category : Basis of Determination / Mass Health Family Assistance -Description : MassHealth Family Assistance pays for doctor and clinic visits, hospital stays, prescription medicines, and some dental services. Adults may have a copay for prescriptions and doctor or hospital visits. Qualifying American Indians do not have copays or premiums. More information can be found in the MassHealth regulations at 130 CMR 506.015. Do you have to pay for this benefit? MassHealth may charge a monthly premium to members who are above the income limit for receiving Family Assistance without a premium. If you have to pay a monthly premium, MassHealth will send you a bill. The bill is the total amount your family owes and it will tell you the different ways in which you can pay. Make sure to pay your bills on time so these benefits do not end. What happens next? ☐ Step 1: Pick a Health Plan and a Doctor If you do not already have health insurance or a health plan through MassHealth, you must call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled) to pick a health plan. If you already have private health insurance, you do not need to pick a health plan through MassHealth. ☐ Step 2: Show Insurance Cards New members will get their MassHealth cards in the mail. The health plan may also send ID cards if a plan is selected. When getting medical services, be sure to show your MassHealth card along with either your health plan cards or your private health insurance card. How did we make our decision?			
(E) Notices MH	EE.10.15	MassHealth uses the rules for family size and income to make a decision. We also consider	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

		16.) KM ID : KM030
		-Templates Used : All - APPROVALS
		-Category : Need to Know / All MassHealth approval Programs
		-Description :
		What else do you need to know?
		☐ The Member Booklet explains income rules, premiums, and covered services for MassHealth. To get a copy, go to mass.gov/masshealth and click Applications and Member Forms or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled).
		
		You must report changes. How can you send us information?
		You must report any change in your information to MassHealth as soon as possible, but no later than 10 days, from the date of the change. This includes any changes to your income, address, phone number, family size, job, or health insurance.
		
		You can submit information in the following ways.
		1. Fax: 1-617-887-8770
		2. Mail: Commonwealth of Massachusetts
		               Health Insurance Processing Center
		               P.O. Box 4405
		               Taunton
		               MA
		                02780-0419
		3. Call: 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled).
		
		What if you do not agree with our decision?
		You can ask for a fair hearing if you do not agree with our decision.
		☐ Read How to Ask for a Fair Hearing that came with this letter.
		
		What if you think the immigration status is wrong?			

(E) Notices MH	EE.10.16	Our decision is based on information we got from the Department of Homeland Security (DHS)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.17	10.Key Message Master List : 17.) KM ID : KM031 -Templates Used : All - CP -Category : Eligibility Determination / MassHealth CarePlus -Description : MassHealth has approved the person listed below for MassHealth CarePlus. Members of your family who applied for benefits but are not listed below may get another letter about their eligibility. ☐ Name:[FirstName MiddleName LastName], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth CarePlus eligible. 2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated. 3) For Member ID & SSN fields, display "Not Available" if element(s) are missing. 4) Start date must display eligibility effective start date. 5) Only one MassHealth CarePlus eligible individual should be listed. 6) Dates must be formatted as Month, Day, Year.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.18	18.) KM ID : KM032 -Templates Used : All - CP -Category : Additional info / Special Needs – CarePlus -Description : Individuals with Special Health Care Needs Individuals who have special health care needs may be able to get more benefits. Special health care needs include if you: ☐ have a physical, mental health, intellectual, developmental or chronic substance abuse condition that requires additional care; ☐ need help with daily activities, like bathing or dressing; ☐ regularly get medical care, personal care, or health services at home or in another community setting, like adult day care; or ☐ are terminally ill. If you have special health care needs, please call MassHealth at 1-888-665-9993 (TTY: 1-888-665-9997 for people who are deaf, hard of hearing, or speech disabled). You can tell us at any time if you have special health care needs, including if your health changes in the future. If you tell us about your special health care needs, you may choose to enroll in MassHealth Standard. MassHealth Standard covers all the same benefits as MassHealth CarePlus, as well as additional health benefits like community long-term services and supports such as, personal care attendants, adult day health programs, and more. Your health plan options in MassHealth Standard may be different than those offered in MassHealth CarePlus. There are no monthly premiums for either MassHealth CarePlus or MassHealth Standard. And with MassHealth Standard, your copays will be the same as what you pay in MassHealth CarePlus. If you move to MassHealth Standard, there may be some additional steps needed to get some of the added benefits that MassHealth Standard provides. For example, MassHealth may need additional information or may need to check to make sure the benefits are necessary and appropriate for you. Your doctor and MassHealth Customer Service can help explain these additional steps to you. Even if you have special health care needs, you can choose to stay	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.19	10.Key Message Master List : 19.) KM ID : KM033 -Templates Used : DENY - ALL -Category : Ineligible for Masshealth -Description : We have determined that the person listed below does not qualify for MassHealth, Health Safety Net, or the Children's Medical Security Plan. Why doesn't the person on this letter qualify for MassHealth, Health Safety Net, and the Children's Medical Security Plan? The person listed below does not qualify because: ☐ Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DOB] ☐ [Denial Reason X]. If the person on this letter is disabled, MassHealth may send you additional information. -Business Rules : Display this message if: 1) An individual is determined MassHealth Ineligible. 2)Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated. 3) Only one MassHealth Ineligible individual should be listed. 4) Display notices verbiage for ineligibility reason code. 5) Every ineligibility reason code should be display separately as a new point form. 6) DO NOT display if "Already Receiving MassHealth" is the reason code. 7) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive
(E) Notices MH	EE.10.2	10.Key Message Master List : 2.) KM ID : KM003 -Templates Used :RFI/VC1 -Category :Header/Logo -Description : This is a pictorial design message that depicts the shared Massachustts Health Connector & MassHealth Logos (To be Provided) -Business Rules : 1) This message is a static 2) Must be navy blue colored displayed with wordings bolded 3) Must be Right aligned at the top of each page. 4) Should be included on any forms / inserts	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		20.) KM ID : KM034 -Templates Used : DENY - ALL -Category : Need to Know – MassHealth Denial. -Description : What else do you need to know? The Member Booklet explains income rules, premiums, and covered services for MassHealth. To get a copy, go to mass.gov/masshealth and click Applications and Member Forms or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing, or speech disabled). How can you report changes? You can report any changes in your information to MassHealth at any time. This includes any change to your income, address, phone number, family size, job, or health insurance. You can submit information in the following ways. 1. Fax: 1-617-887-8770 2. Mail: Commonwealth of Massachusetts Health Insurance Processing Center P.O. Box 4405 Taunton, MA 02780-0419 3. Call: 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled). What if you do not agree with our decision? You can ask for a fair hearing if you do not agree with our decision. ☐ Read How to Ask for a Fair Hearing that came with this letter. What if you have questions? If you have questions or need more information, go to MAhealthconnector.org or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing or speech disabled).			
(E) Notices MH	EE.10.20		Critical	R3	hCentive
		10.Key Message Master List : 21.) KM ID : KM035 -Templates Used : VC1 -Category : Important - RFI -Description : IMPORTANT! PLEASE RETURN THIS PAGE WITH ALL REQUESTED DOCUMENTS! We need more information for the people listed below to see if they qualify for health coverage and/or dental coverage. You must send us all the information we need by [Deadline]. If you do not send us this information by this date, your health benefits may be denied, change, or end. Please send proof of the following items for the household member(s) listed below. When you send your documents, make sure to include a copy of this letter. Also, write your name and member ID number on all papers. -Business Rules : 1. This message is static 2. All bolded words must be display as such			
(E) Notices MH	EE.10.21	3. Dynamic data field "Deadline" must display documentation due date	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.22	10.Key Message Master List : 22.) KM ID : KM036 -Templates Used : VC1 -Category : Who need to & Type – RFI -Description : ☐ Name: [Firstname Middlename Lastname Suffix], Member ID: [Member ID] ☐ [Verification Item(s)] ☐ Please fill out and return any forms enclosed with this letter. -Business Rules : 1. Message must display information for one individual only. 2. In the event of multiple indivduals, repeat this message for each individual. 3. Message can repeat N number of times.	Critical	R3	hCentive

(E) Notices MH	EE.10.23	10.Key Message Master List :
		23.) KM ID : KM037
		-Templates Used : VC1
		-Category : How to submit – RFI
		-Description :
		☐ To find out what documents you can send us as proof, please see the List of Acceptable Documents at the end of this letter.
		
		How can you send us information?
		You can send information in one of the following ways.
		1. Fax: 1-617-887-8770
		
		2. Mail: Commonwealth of Massachusetts,
		      Health Insurance Processing Center
		      P.O. Box 4405
		      Taunton, MA 02780-0419
		3. Call: 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled).
		
		What if you have questions?
		If you have questions or need more information, go to MAHealthconnector.org or call us at 1-800-841-2900 (TTY: 1-800-497-4648 for people who are deaf, hard of hearing or speech disabled).
		
		-Business Rules :
		1. This message is static.
		2. All bolded words must be display as such.
			Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.24	10.Key Message Master List : 24.) KM ID : KM038 -Templates Used : APPR – STD, FA & CP -Category : What if you have questions -Description : What if you have questions? If you have questions or need more information, go to mass.gov/masshealth or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing or speech disabled). -Business Rules : 1. This message is static. 2. All bolded words must be display as such.	Critical	R3	hCentive
(E) Notices MH	EE.10.25	10.Key Message Master List : 25.) KM ID : KM039 -Templates Used : APPR- LIM, and HSN -Category : What if you have questions -Description : What if you have questions? ☐ If you have questions about CMSP, call CMSP at 1-800-909-2677. ☐ If you have questions about the Health Safety Net, call 1-877-910-2100. ☐ If you have questions about MassHealth, go to mass.gov/masshealth or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled). -Business Rules : 1. This message is static. 2. All bolded words must be display as such.	Critical	R3	hCentive
(E) Notices MH	EE.10.26	10.Key Message Master List : 26.) KM ID : KM040 -Templates Used : All except RFI -Category : Closing -Description : Thank you, MassHealth -Business Rules : 1. This message is static. 2. All bolded words must be display as such.	Critical	R3	hCentive
(E) Notices MH	EE.10.27	10.Key Message Master List : 27.) KM ID : KM041 -Templates Used : APPR- CMSP -Category : What if you have questions -Description : What if you have questions? ☐ If you have questions about CMSP, call CMSP at 1-800-909-2677. ☐ If you have questions about MassHealth, go to mass.gov/masshealth or call MassHealth Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled). -Business Rules : 1. This message is static. 2. All bolded words must be display as such.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.28	10.Key Message Master List : 28.) KM ID : KM042 -Templates Used : RFI -Category : Closing -Description : Thank you, MassHealth and Massachusetts Health Connector -Business Rules : 1. This message is static. 2. All bolded words must be display as such.	Critical	R3	hCentive
(E) Notices MH	EE.10.3	10.Key Message Master List : 3.) KM ID : KM010 -Templates Used : ALL except RFI / VC1 -Category : Header / Designated Recipient -Description : c/o [FirstName MiddleName LastName Suffix] -Business Rules : Display this message if: 1) The eligible individual / beneficiary is under age 18. 2) Always display the name(s) of the account holder. 3) There should be no space between KM010 and KM011 .This means KM011 always follows KM010.	Critical	R3	hCentive
(E) Notices MH	EE.10.4	10.Key Message Master List : 4.) KM ID : KM018 -Templates Used : APPR - STD -Category : Eligibility Determination / MassHealth Standard -Description : MassHealth has approved the person listed below for MassHealth Standard. Members of your family who applied for health benefits but are not listed below may get another letter about their eligibility. ☐ Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth Standard eligible. 2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated 3) For Member ID & SSN fields, display "Not Available" if element(s) are missing. 4) Start date must display eligibility effective start date. 5) Only one MassHealth Standard eligible individual should be listed. 6) Dates must be formatted as : Month, Day, Year	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.5	10.Key Message Master List : 5.) KM ID : KM019 -Templates Used : APPR - LIM -Category : Eligibility Determination / MassHealth Limited -Description : MassHealth has approved the person listed below for MassHealth Limited. Members of your family who applied for health benefits but are not listed below may get another letter about their eligibility. ☐ Name: [FirstName MiddleName LastName Suffix] ,Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth Limited eligible. 2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated 3) For Member ID & SSN fields, display "Not Available" if element(s) are missing. 4) Start date must display eligibility effective start date. 5) Only one MassHealth Limited eligible individual should be listed. 6) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive
(E) Notices MH	EE.10.6	10.Key Message Master List : 6.) KM ID : KM020 -Templates Used : APPR - HSN -Category : Eligibility Determination / MassHealth HSN -Description : MassHealth has approved the person listed below for Health Safety Net. Members of your family who applied for health benefits but are not listed below may get another letter about their eligibility. ☐ Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth HSN eligible. 2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated 3) Start date must display eligibility effective date. 4) Only one MassHealth HSN eligible individual should be listed. 5) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.7	10.Key Message Master List : 7.) KM ID : KM021 -Templates Used :APPR - CMSP -Category : Eligibility Determination / MassHealth CMSP -Description : MassHealth has approved the person listed below for the Children's Medical Security Plan (CMSP). Members of your family who applied for health benefits but are not listed below may get another letter about their eligibility. □ Name: [FirstName MiddleName LastName], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth CMSP eligible. 2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated. 3) For Member ID & SSN fields, display "Not Available" if element(s) are missing. 4) Start date must display eligibility effective start date. 5) Only one MassHealth CMSP eligible individual should be listed. 6) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive
(E) Notices MH	EE.10.8	10.Key Message Master List : 8.) KM ID : KM022 -Templates Used :APPR - FA -Category : Eligibility Determination / MassHealth Family Assistance -Description : MassHealth has approved the person listed below for the MassHealth Family Assistance. Members of your family who applied for health benefits but are not listed below may get another letter about their eligibility. □ Name: [FirstName MiddleName LastName], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date] -Business Rules : Display this message if: 1) An individual is determined MassHealth CMSP eligible. 2)Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated 3) For Member ID & SSN fields, display "Not Available" if element(s) are missing. 4) Start date must display eligibility effective start date. 5) Only one MassHealth CMSP eligible individual should be listed. 6) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

(E) Notices MH	EE.10.9	10.Key Message Master List :
		9.) KM ID : KM023
		-Templates Used :ALL - APPROVALS
		-Category : Eligibility Determination / Provisional
		-Description :
		We have approved the person listed above for up to 90 days only! We need more information by [Provisional Period End Date] to decide if they can keep these benefits. You may request additional time before the end of the 90 day period if this is needed only to prove immigration, citizenship or identity status.
		
		You will also get a Request for More Information letter and the List of Acceptable Documents for you and your family. Read this to find out what information you need and how you can send it to us. This will help you keep the benefits that you have now. If you do not send us this proof, your MassHealth benefits will decrease or end on [Provisional Period End Date]
		-Business Rules :
		Display this message if:
		1) Individual is determined eligible for a MassHealth program
		AND
		2) Individual is required to provide documentation(s.
		3) Dates must be formatted as Month, Day, Year
		FORMS:
		KM ID : F001
		-Templates Used : All except VC1
		-Category : Notice of filing an appeal
		-Description : Refer How to Ask for Fair Hearing document from the TSD
		-Business Rules :
		1) Display This as a PDF.
		2) Form must be duplex printed.
		3) Form must be printed on a single sheet
		4) Dynamic Data elements in the header should be captured as follows:
		    a) [Notice ID] = 2nd element in KM013
		    b) [Primary Recipient] = Addressee of the notice i.e KM017
			Critical	R3	hCentive

(E) Notices MH	EE.11.1	c) [Member ID] = MMIS ID of (b) above. Leave blank if no MMIS for this person	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.11.2	FORMS: KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 1)Proof of Residency Acceptable proof of Massachusetts residency includes the following: -Copy of deed and record of most recent mortgage payment (if mortgage is paid in full, provide a copy of property tax bill from the most recent year) -Copy of lease and record of most recent rent payment - Mortgage deed showing primary residence -Nursery school or daycare records (if school is private, additional documentation may be requested) -Current utility bill or work order dated within the past 60 days -Statement from a homeless shelter -School records (if school is private, additional documentation may be requested) -Section 8 agreement -Homeowner's insurance agreement -Proof of enrollment of custodial dependent in public school -Notarized affidavit supporting residency	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 2.)Proof of U.S. Citizenship Status Acceptable proof of U.S. Citizenship includes the following: ☐ U.S. passport, including a U.S. Passport Card issued by the Department of State, without regarding to any expiration date as long as such passport or Card was issued without limitation ☐ a Certificate of Naturalization (DHS Form N-550 or N-570); ☐ a Certificate of U.S. Citizenship (DHS Form N-560 or N-561); ☐ a document issued by a federally recognized American Indian tribe showing membership or enrollment in, or affiliation with, such tribe. ☐ A U.S. public record of birth (including the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam (on or after April 10, 1899), the U.S. Virgin Islands (on or after January 17,1917), American Samoa, Swain's Island, or the Northern Mariana Islands (after November 4, 1986). The individual may also be collectively naturalized under federal regulations. The birth record must have been recorded within 5 years of birth. ☐ A Report of Birth Abroad of a U.S. Citizen (Form FS-545, Form FS-240, or Form DS-1350) ☐ A U.S. Citizen ID card (INS Form I-197 or I-179) ☐ An American Indian Card (I-872 with the classification code KIC) issued by the Department of Homeland Security (DHS) to identify U.S. citizen members of the Texas Band of Kickapoos living near the U.S./Mexican border ☐ Final adoption decree showing the child's name and U.S. place of birth (if adoption is not finalized, a statement from a state-approved adoption agency) ☐ Evidence of U.S. civil service employment before June 1, 1976			
(E) Notices MH	EE.11.3	☐ An official military record showing a U.S. place of birth	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 3.) Proof of Immigration Status If you are not a U.S. citizen and we asked you to prove your immigration status you must send in proof. Proof may include, but is not limited to, the following items. Please make sure to include a copy of both sides of all immigration cards or other documents that show your status. ☐ Permanent Resident Card, "Green Card" (I-551) ☐ Reentry Permit (I-327) ☐ Refugee Travel Document (I-571) ☐ Machine Readable Immigrant Visa (with temporary I-551 language) ☐ Temporary I-551 Stamp (on Passport or I-94/I-94A) ☐ Foreign passport ☐ Arrival/Departure Record (I-94/I-94A) ☐ Arrival/Departure Record in foreign passport (I-94) ☐ Certificate of Eligibility for Nonimmigrant Student Status (I-20) ☐ Certificate of Eligibility for Exchange Visitor Status (DS-2019) ☐ Employment Authorization Card (I-766) ☐ Notice of Action (I-797) ☐ Certification from U.S. Department of Health and Human Services (HHS) Office of Refugee Resettlement (ORR) ☐ Document indicating withholding of removal (or withholding of deportation) ☐ Administrative order staying removal issued by the Department of Homeland Security ☐ Document indicating a member of a federally-recognized Indian tribe or American Indian born			
(E) Notices MH	EE.11.4	in Canada	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.11.5	FORMS: KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 4.) Proof of American Indian/Alaska Native Status Acceptable proof of American Indian/Alaska Native status includes the following: ☐ Tribal Card ☐ Document issued by BIA recognizing an individual as American Indian/Alaska Native ☐ Authentic document from a tribe declaring membership for an individual ☐ Certificate of Degree of Indian Blood ☐ Certificate of Indian Status card ☐ I-872 American Indian Card ☐ Document issued by IHS indicating individual is/was eligible for IHS services as an American Indian/Alaska Native ☐ U.S. American Indian/Alaska Native tribal enrollment documentation ☐ Document that shows a relationship to an individual listed on an Indian Census Roll	Critical	R3	hCentive
(E) Notices MH	EE.11.6	FORMS: KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 5.)Proof of Social Security Number (SSN) Acceptable proof of Social Security Number includes the following: ☐ SSN Card ☐ Benefit or income statement from Social Security containing your SSN ☐ Pending application for an SSN ☐ Tax form(s)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 6.) Proof Income : a.) Proof of Job Income Please send us one of the following showing gross pay and deductions and the number of hours worked per pay period: ☐ Recent pay stubs ☐ Your most recent Form 1040 (U.S. Individual Income Tax Return) with all attachments including W2s ☐ A signed earnings statement from your employer ☐ If you are seasonally employed, any of the proofs above including information about the duration of your employment ☐ Military Leave and Earnings statement ☐ Agricultural income certificate b.)Proof of Self-Employment Income ☐ 1040 SE with Schedule C, F, or SE (for self-employment income) ☐ 1099-MISC and your most recent Form 1040 (U.S. Individual Income Tax Return) with all attachments ☐ Self-employment ledger ☐ Bookkeeping records ☐ Signed and dated most recent quarterly or year-to-date profit and loss statement			
(E) Notices MH	EE.11.7		Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		FORMS: KM ID : F003 -Templates Used : VC1 -Category : List of Acceptable Documents. Please refer the document attached in the TSD for F003. -Business Rules : 1) Display This as a PDF. 2) Form must be duplex printed. 3) Only list a documentation cluster type(s) if required from the HH. 4) For income, display all income types if income documentation is required. 7.) Proof of Incarceration Status Acceptable proof of incarceration status is a signed affidavit from the applicant or member indicating he/she lives in the community. For people listed on this letter who need to provide proof of incarceration status, please circle the correct option below, sign and date. Then mail or fax this letter back. You can also call to provide this information. If more than one person on this letter needs to provide proof of incarceration status, use another piece of paper and give the requested information below including the person's signature and date. ☐ Person is not incarcerated. ☐ Person was recently released from prison. ☐ Person is incarcerated. _____ _____ Signature of Applicant, Member, or Authorized Representative Date (Parent or guardian signature, if person is under 18) _____			
(E) Notices MH	EE.11.8	Print name	Critical	R3	hCentive
(E) Notices MH	EE.12.1	Detail ITD Print Requirements : 1.) Print files sent to ITD, should be named using the following naming conventions. <variable info>_<datetime>_itd.pdf Examples: HIX-English-INSGR-1-1_20130314101008_itd.pdf HIX-Spanish-INSGR-2-1_20130314101008_itd.pdf a.)We need to have a file that contains a notice including an insert, and which would be greater >10 duplex sheets long. b.) The notice that gets created should follow the naming convention as per requirement EE.12.1. c.) Notice Batch File that contains all notice types and two or more of each notice type. d.) A Batch that has more than 10,000 sheets doesn't split a notice into two different print files.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

		Detail ITD Print Requirements :
		2.) Insert Group, Babel Sheet : Every single notice printed will have a babel inserted into the envelope at ITD.
		
		<variable info> = HIX-<language>-INSGR-<insert group>-<sheets split counter>
		HIX = always present, describes the source system
		<language> = "English" or "Spanish"
		INSGR = always present, indicates that the following information in the filename is the insert group
		<insert group> = number indicating which insert(s) need to be placed into each envelope for this file. Here is a suggestion that I think works, but please confirm with Judy and Diane if there are any documents that do not need an insert:
		      1 = All Notices that require the BABEL SHEET only
		 2 = VC1s (only those with one individual < 16)
		        will require BABEL + Affadavit of Child's identity
		 3 = (potentially) Notices that will require BABEL + ID Verification
		<sheets split counter> = sequential number (1, 2, 3, …) because of file splitting per xxxxx sheets maximum for print job management purpose (please note that a notice will never be broken into 2 print files)
		Example: HIX-English-INSGR-1-1 (English language, insert group 1 (Babel Form only), for sheets 1 to approximately 10000 if print file splitting is done by 10000 sheets maximum)
		      HIX-English-INSGR-1-2 (English language, insert group 1 (Babel Form only), for sheets approximately 10001 to approximately 20000 if print file splitting is done by 10000 sheets maximum)
		
		<datetime> = Date & time stamps that uniquely identify every batch job (acts as a unique batch ID). All print files for ITD, for a given print batch run, will have the same value. Format yyyymmddHHMMSS. Matches the value in the source XML filename that xPression composition engine processes.			

(E) Notices MH	EE.12.2	Example: 20130314101008:	Critical	R3	hCentive
(E) Notices MH	EE.12.3	Detail ITD Print Requirements : 3.)All print files will be in PDF format.	Critical	R3	hCentive

(E) Notices MH	EE.12.4	Detail ITD Print Requirements :
		4.)A single print file (i.e. a physical PDF file sent to ITD) may be printed "randomly" in a single PDF print file (however the sequence number must be in the proper order).
		
		A single print file contains all notices having the same insert(s) that go in the envelope. For example:
		
		Print File A (all with same inserts)
		  Notices of type AAA all together
		  Notices of type BBB all together
		  Notices of type CCC all together
		
		Print File B (all with same inserts, different than for print file A)
		  Notices of type DDD all together
		  Notices of type EEE all together
		  Notices of type FFF all together
			Critical	R3	hCentive

(E) Notices MH	EE.12.5	Detail ITD Print Requirements : 5.)Each print file will contain a Start separator page and an End separator page as shown below:	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

(E) Notices MH	EE.12.6	Detail ITD Print Requirements :
		6.)There will also be a print control report (see example below) - a simple text file, with the .txt extension - that will be sent for each print batch run in a separate file called HIX-ControReport_<datetime>_itd.txt.
		
		--- 	
		   HIX NOTICES PRINT BATCH CONTROL REPORT
		       PRINT SITE: ITD
		--- 	
		
		************************ Environment: Production
		
		Production date: 10/01/2013
		Batch ID: 1
		
		List of files for this production:
		
		# Filename Number of notices Number of pages
		-- ------------------ ----------------- ---------------
		01 File01.ps 2150 10540
		02 File02.ps 1325 6130
		03 File03.ps 345 152
		===
		Total number of files : 3
		Total number of notices : 3820
		Total number of pages : 16822
			Critical	R3	hCentive

(E) Notices MH	EE.12.7	Detail ITD Print Requirements : 7.)The top OMR mark is 13/16 inches from the top of the page and the second mark is 1 and 10/16 inches from the top of the page.	Critical	R3	hCentive
(E) Notices MH	EE.12.8	Detail ITD Print Requirements : 8.)Horizontal Offset should be = 594 points	Critical	R3	hCentive
(E) Notices MH	EE.12.9	Detail ITD Print Requirements : 9.)For Image and Barcode stamps, it is the horizontal distance between the left edge of the page and the top-left corner of the image or barcode. Distances are measured in points. There are 72 points in 1 inch.	Critical	R3	hCentive
(E) Notices MH	EE.2.1	9.1.MassHealth Careplus Approval Notice : Ensure when a CarePlus Approval Notice is generated the Template ID = APPR-CP	Critical	R3	hCentive
(E) Notices MH	EE.2.2	9.1.MassHealth Careplus Approval Notice : If there is an Program determination and the applicant/member is eligible for CarePlus ,then generate a Careplus Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.2.3	9.1.MassHealth Careplus Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions -
		1) There is an eligibility determination for an account,
		        AND
		2) At least one individual is determined Careplus eligible,
		        AND
		3) Individual is not required to submit documentation.
			Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

(E) Notices MH	EE.2.4	9.1.MassHealth Careplus Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions -
		1) There is an eligibility determination for an account,
		     AND
		2) At least one individual is determined Careplus eligible,
		     AND
		3) Individual is required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.2.5	9.1.MassHealth CarePlus Approval Notice : Ensure each individual gets a separate CarePlus notice and has an included form of F001	Critical	R3	hCentive
(E) Notices MH	EE.2.6	9.1.MassHealth CarePlus Approval Notice: Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM031 Y Y KM023 N Y KM027 Y N KM030 Y N KM038 Y N KM040 Y N PAGE BREAK KM032 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive
(E) Notices MH	EE.2.7	9.1.MassHealth CarePlus Approval Notice: The Key Messages specific to the notice are mentioned below . -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM031 : Refer requirement EE.10.16 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM027 : Refer requirement EE.10.12 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM038 : Refer requirement EE.10.23 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK -F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.3.1	9.2.MassHealth Limited Approval Notice- Ensure when a MH Limited Approval Notice is generated the Template ID = APPR-LIM.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.3.2	9.2.MassHealth Limited Approval Notice- If there is an Program determination and the applicant/member is eligible for MH Limited ,then generate a MH Limited Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.3.3	9.2.MassHealth Limited Approval Notice -
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions :
		1) There is an eligibility determination for an account,
		      AND
		2) At least one individual is determined Limited Coverage eligible,
		      AND
		3) Individual is not required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.3.4	9.2.MassHealth Limited Approval Notice -
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions :
		1) There is an eligibility determination for an account,
		      AND
		2) At least one individual is determined Limited Coverage eligible,
		      AND
		3) Individual is required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.3.5	9.2.MassHealth Limited Approval Notice : Ensure each individual gets a separate MH Limited notice and has an included form of F001	Critical	R3	hCentive
(E) Notices MH	EE.3.6	9.2.MassHealth Limited Approval Notice : Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM019 Y Y KM023 N Y KM025 Y N KM030 Y N KM039 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		9.2.MassHealth Limited Approval Notice : The Key Messages specific to the notice are mentioned below . -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM019 : Refer requirement EE.10.4 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM025 : Refer requirement EE.10.10 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM039 : Refer requirement EE.10.24 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK			
(E) Notices MH	EE.3.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.4.1	9.3.MassHealth Childrens Medical Security Plan Approval Notice: -Ensure when a MH CMSP Notice is generated the Template ID = APPR-CMSP.	Critical	R3	hCentive
(E) Notices MH	EE.4.2	9.3.MassHealth Childrens Medical Security Plan Approval Notice: If there is an Program determination and the applicant/member is eligible for MH Childrens Medical Security Plan ,then generate a MH CMSP Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.4.3	9.3.MassHealth Childrens Medical Security Plan Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Trigerring Conditions :
		1) There is an eligibility determination for an account,
		                AND
		2) At least one individual is determined CMSP eligible,
		                AND
		3) Individual is not be required to submit documentation,
			Critical	R3	hCentive

(E) Notices MH	EE.4.4	9.3.MassHealth Childrens Medical Security Plan Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Trigerring Conditions :
		1) There is an eligibility determination for an account,
		                AND
		2) At least one individual is determined CMSP eligible,
		                AND
		3) Individual is required to submit documentation,
			Critical	R3	hCentive

(E) Notices MH	EE.4.5	9.3.MassHealth Childrens Medical Security Plan Approval Notice : Ensure each individual gets a separate MH CMSP notice and has an included form of F001	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.4.6	9.3.MassHealth Childrens Medical Security Approval Notice : Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM021 Y Y KM023 N Y KM028 Y N KM030 Y N KM039 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive
(E) Notices MH	EE.4.7	9.3.MassHealth Childrens Medical Security Approval Notice : The Key Messages specific to the notice are mentioned below : -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM021 : Refer requirement EE.10.6 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM028 : Refer requirement EE.10.13 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM041 : Refer requirement EE.10.26 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK -F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.5.1	9.4.MassHealth Family Assistance Approval Notice : -Ensure when a MH Family Assistance Notice is generated the Template ID = APPR-FA	Critical	R3	hCentive
(E) Notices MH	EE.5.2	9.4.MassHealth Family Assistance Approval Notice : If there is an Program determination and the applicant/member is eligible for MH Family Assistance ,then generate a MH Family Assitance Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.5.3	9.4.MassHealth Family Assistance Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions :
		1) There is an eligibility determination for an account,
		        AND
		2) At least one individual is determined Family Assistance eligible,
		        AND
		3) Individual is not required to submit documentation.
			Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System

(E) Notices MH	EE.5.4	9.4.MassHealth Family Assistance Approval Notice :
		Ensure notice triggering conditions are met as per below :
		Triggering Conditions :
		1) There is an eligibility determination for an account,
		     AND
		2) At least one individual is determined Family Assistance eligible,
		     AND
		3) Individual is be required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.5.5	9.4.MassHealth Family Assistance Approval Notice : Ensure each individual gets a separate MH Family Assistance notice and has an included form of F001	Critical	R3	hCentive
(E) Notices MH	EE.5.6	9.4.MassHealth Family Assistance Approval Notice : Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM022 Y Y KM023 N Y KM029 Y N KM030 Y N KM038 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive
(E) Notices MH	EE.5.7	9.4.MassHealth Family Assistance Approval Notice : The Key Messages specific to the notice are mentioned below : -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM022 : Refer requirement EE.10.7 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM029 : Refer requirement EE.10.14 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM038 : Refer requirement EE.10.23 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK -F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.6.1	9.5.MassHealth Health Safety Net (HSN) Approval Notice : Ensure when a Health Safety Net (HSN) Approval Notice is generated the template ID= APPR-HSN	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.6.2	9.5.MassHealth Health Safety Net (HSN) Approval Notice : If there is an Program determination and the applicant/member is eligible for Health Safety Net,then generate a Health Safety Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.6.3	9.5.MassHealth Health Safety Net (HSN) Approval Notice :
		Triggering Conditions -
		1) There is an eligibility determination for an account,
		      AND
		2) At least one individual is determined HSN eligible,
		      AND
		3) Individual is not required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.6.4	9.5.MassHealth Health Safety Net (HSN) Approval Notice :
		Triggering Conditions -
		1) There is an eligibility determination for an account,
		      AND
		2) At least one individual is determined HSN eligible,
		      AND
		3) Individual is required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.6.5	9.5.MassHealth Health Safety Net (HSN) Approval Notice : Ensure each individual gets a separate MH HSN notice and has an included form of F001	Critical	R3	hCentive
(E) Notices MH	EE.6.6	9.5.MassHealth Health Safety Net Approval Notice: Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM020 Y Y KM023 N Y KM026 Y N KM030 Y N KM039 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		9.5.MassHealth Health Safety Net (HSN) Approval Notice: The Key Messages specific to the notice are mentioned below . -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM020: Refer requirement EE.10.5 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM026 : Refer requirement EE.10.11 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM039 : Refer requirement EE.10.24 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK			
(E) Notices MH	EE.6.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.7.1	9.6.MassHealth Standard Approval Notice : Ensure when a Standard Approval Notice is generated the template ID= APPR-STD	Critical	R3	hCentive
(E) Notices MH	EE.7.2	9.6.MassHealth Standard Approval Notice : If there is an Program determination and the applicant/member is eligible for MH Standard,then generate a MH Standard Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive

(E) Notices MH	EE.7.3	9.6.MassHealth Standard Approval Notice :
		 Triggering Conditions :
		 1) There is an eligibility determination for an account,
		            AND
		 2) At least one individual is determined Standard eligible,
		            AND
		 3) Individual is not required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.7.4	9.6.MassHealth Standard Approval Notice :
		 Triggering Conditions :
		 1) There is an eligibility determination for an account,
		            AND
		 2) At least one individual is determined Standard eligible,
		            AND
		 3) Individual is required to submit documentation.
			Critical	R3	hCentive

(E) Notices MH	EE.7.5	9.6.MassHealth Standard Approval Notice : Ensure each individual gets a separate MassHealth Standard Approval notice and has an included form of F001	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.7.6	9.6.MassHealth Standard Approval Notice: Below is the order of the Key Messages that should be displayed on the notice Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM018 Y Y KM023 N Y KM024 Y N KM030 Y N KM038 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive
(E) Notices MH	EE.7.7	9.6.MassHealth Standard Approval Notice: The Key Messages specific to the notice are mentioned below . -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM018: Refer requirement EE.10.3 for complete details about this Key Message -KM023 : Refer requirement EE.10.8 for complete details about this Key Message -KM024 : Refer requirement EE.10.9 for complete details about this Key Message -KM030 : Refer requirement EE.10.15 for complete details about this Key Message -KM038 : Refer requirement EE.10.23 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK -F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.8.1	9.7.MassHealth Denial Notice : -Ensure when a Denial Notice is generated the Template ID = DENY-ALL	Critical	R3	hCentive
(E) Notices MH	EE.8.2	9.7.MassHealth Denial Notice : If there is an Program determination and the applicant/member is ineligible for any MassHealth, CMSP, HSN, then generate a Deny-ALL Notice .	Critical	R3	hCentive

(E) Notices MH	EE.8.3	9.7.MassHealth Denial Notice :
		Triggering Conditions -
		1) There is an program determination for an account,
		      AND
		2) At least one individual is determined Ineligible for any MassHealth, CMSP & HSN
		      AND
		3) The individual's previous eligibility is "NULL".
		      AND
		4) Denial Reason is anything except "Already recieving MassHealth".
			Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.8.4	9.7.MassHealth Denial Notice : Do not trigger this template if : If the only ineligibility reason is "Already Receiving MassHealth".	Critical	R3	hCentive

(E) Notices MH	EE.8.5	9.7.MassHealth Denial Notice :
		Triggering Conditions -
		1) There is an program determination for an account,
		        AND
		2) At least one individual is determined Ineligible for any MassHealth,CMSP & HSN
		        AND
		3) The individual's previous eligibility is "INELIGIBLE".
		        AND
		4) Denial Reason is anything except "Already recieving MassHealth".
			Critical	R3	hCentive

(E) Notices MH	EE.8.6	9.7.MassHealth Denial Notice : Do not trigger this template if : If the only ineligibility reason is "Already Receiving MassHealth".	Critical	R3	hCentive
(E) Notices MH	EE.8.7	9.7.MassHealth Denial Notice : -Business Rule : Each eligible individual will get a separate notice and has an included form : F001	Critical	R3	hCentive
(E) Notices MH	EE.8.8	9.7.MassHealth Denial Notice: Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM001 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM033 Y Y KM034 Y N KM040 Y N INSERT(S) : F001 Y Y	Critical	R3	hCentive
(E) Notices MH	EE.8.9	9.7.MassHealth Denial Notice : The Key Messages specific to the notice are mentioned below : -KM001 : Refer requirement EE.10.1 for complete details about the Key Message. -KM010 : Refer requirement EE.10.3 for complete details about this Key Message -KM033 : Refer requirement EE.10.18 for complete details about this Key Message -KM034 : Refer requirement EE.10.19 for complete details about this Key Message -KM040 : Refer requirement EE.10.25 for complete details about this Key Message PAGE BREAK -F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.9.1	9.8.MassHealth Request for Additional Information : -Ensure when a VC1 Notice is generated the Template ID: VC1-RFI	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.9.10	9.8.MassHealth Request for Additional Information : Only one template will be triggered for a HH per determination and has a included form : F003	Critical	R3	hCentive
(E) Notices MH	EE.9.11	9.8.MassHealth Request for Additional Information : Below is the order of the Key Messages that should be displayed on the notice. Key Message Sequence KM ID | Static Y/N | Dynamic Data Fields Y/N KM003 Y N KM002 Y N KM006 Y N KM007 Y Y KM008 Y Y KM009 Y Y KM011 Y Y KM010 N Y KM012 Y Y KM013 Y Y KM015 Y N KM016 Y Y KM017 Y Y KM035 Y Y KM036 Y Y KM037 Y N KM040 Y N INSERT(S) : F003 Y TBD	Critical	R3	hCentive
(E) Notices MH	EE.9.12	9.8.MassHealth Request for Additional Information : The Key Messages specific to the notice are mentioned below : -KM003 : Refer requirement EE.10.2 for complete details about the Key Message. -KM035 : Refer requirement EE.10.20 for complete details about this Key Message -KM036 : Refer requirement EE.10.21 for complete details about this Key Message -KM037 : Refer requirement EE.10.22 for complete details about this Key Message -KM042 : Refer requirement EE.10.27 for complete details about this Key Message PAGE BREAK -F003 : Refer requirement EE.11.2 for complete details about this Form	Critical	R3	hCentive
(E) Notices MH	EE.9.2	9.8.MassHealth Request for Additional Information : The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of SSN, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.3	9.8.MassHealth Request for Additional Information : The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of Citizenship, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.9.4	9.8.MassHealth Request for Additional Information :The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of Immigration, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.5	9.8.MassHealth Request for Additional Information :The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of Residency, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.6	9.8.MassHealth Request for Additional Information :The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of Income, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.7	9.8.MassHealth Request for Additional Information : The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of Incarceration Status, and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.8	9.8.MassHealth Request for Additional Information :The Request for Information letter is sent to the Account Holder when there is unverified data on file for an eligibility factor on the submitted application. It may include requests for proof of American Indian/Alaska Native , and other eligibility factors affecting an individual's eligibility determination. The Request for Information notice is sent to a Household applying for benefits and at least one member have been determined provisionally eligible and asks that they submit documentation to verify eligibility information.	Critical	R3	hCentive
(E) Notices MH	EE.9.9	9.8.MassHealth Request for Additional Information : Trigger this template for MassHealth Notices/ITD processing if: -Triggering Conditions : 1. There is an eligibility determination, AND 2. There is a required documentation to confirm eligibility, AND 3. At least one individual is MassHealth ONLY eligible.(includes MH, HSN, CMSP).	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.10	hCentive shall have the ability to send a notice to the disabled member informing them that another letter about additional disability benefits will be sent to them.	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.11	hCentive shall have the ability to create a Disability report that includes : 1. All the applicants in the household of the individuals that self attest disability (both MH or QHP eligible) 2. All the applicants in the household of the individuals that is deemed disabled by SSA (receiving Title II income from SSA)	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(F) Disability/MMIS MH	FF.1.12	hCentive shall have the ability to create the Disability report when there are changes : 1. Known member to hCentive was previously disabled and no longer is; 2. Known member to hCentive was not previously disabled and became disabled at a later stage 3. Known member to hCentive that undergoes changes that impacts eligibility such as income or immigration changes	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.13	hCentive shall have the ability to create the Disability report in a .CSV format with the fields as given in the attached Disability Report mapping document	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.14	hCentive shall have the ability to create the Disability report as a non cumulative report of all applications per day that satisy the disability report selection criteria	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.15	hCentive shall have the ability to create the Disability report on a daily basis (as part of end of day processing)	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.16	hCentive shall have the ability to deliver the Disability report to the MA21 system via the Interchange file delivery method	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.17	hCentive shall have the ability to evaluate the household of the disabled individual for both MassHealth and QHP eligibility	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.18	hCentive shall have the ability to allow a disabled individual that is assessed eligible for both MassHealth and QHP to be determined under MassHealth MAGI rules and be assigned the appropriate hCentive MassHealth aid cat and to be determined eligible under QHP rules and be allowed to shop for a QHP plan	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.4	hCentive shall have the ability to identify that an applicant has self declared disability	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.5	hCentive shall have the ability to identify that an applicant has been deemed disabled by SSA (receiving Title II income from SSA)	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.6	hCentive shall have the ability to evaluate the household of the disabled individual for MassHealth eligibility	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.7	hCentive shall have the ability to evaluate the household of the disabled individual for QHP eligibility	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.8	hCentive shall have the ability to allow a disabled individual that is assessed QHP to shop for a QHP plan	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.1.9	hCentive shall have the ability to allow a disabled individual that is assessed eligible for MassHealth to be determined under MassHealth MAGI rules and be assigned the appropriate hCentive MassHealth aid cat	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.10	hCentive Transactions must populate fields with values specified by mapping requirements	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.11	hCentive .xml Transactions must be mapped appropriately from data entered into a member application	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.12	hCentive fields will populate correctly into MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.13	All Aid Categories that will be determined by hCentive will be tested in MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.14	hCentive will make PD based upon richest aid category in MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.15	hCentive will provide appropriate Start and End Dates based upon Business Rules	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.16	hCentive will provide only Validated Social Security numbers to MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.17	hCentive Transactions will process correctly in MMIS with and without MMIS id (new and existing members)	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.18	hCentive Transactions will not create level 1 errors that will cause transaction not to post	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.19	Ensure that transactions that create lower level error are acceptable	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.2	hCentive will need to provide a post eligbility file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted post eligibility from hCentive to the MMIS data base for Transaction Source-R	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.20	Ensure Demographic changes will appropriately modify MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.21	Ensure LEC and redeterminations will appropriately open/close/update eligibility in MMIS (verify - AC/Case/Dep requirement) LEC Test Cases can be used for this purpose	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(F) Disability/MMIS MH	FF.2.22	Members should not be able to do a PD when MMIS Member Inquiry Services aren't available	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.23	Post Eligibility Transactions should resend when MMIS Post Eligibility Services aren't available	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.24	Ensure hCentive won't create unnecessary eligibility segments in MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.25	The appropriate member eligibility should be found when SS# is not unique within the MMIS Database	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.26	The appropriate member eligibility should be found No SS# is available but the member is in MMIS	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.27	The appropriate member eligibility should be found Multiple MMIS IDs are returned	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.28	The appropriate member eligibility should be found when SS# is unique for a member	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.29	Member eligibility should not be found when the member does not exist in MMIS - even with similar demographics	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.3	hCentive will need to provide a post eligbility file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted post eligibility from hCentive to the MMIS data base for Eligibility Demographic - R	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.30	Member eligibility should not be found when the member does not exist in MMIS - even with similar demographics	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.31	"hCentive will need to provide a member detail response file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted from hCentive to the MMIS data base'	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.32	"hCentive will need to provide a post eligibility response file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted post eligibility from hCentive to the MMIS data base'	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.33	"hCentive will need to provide a member detail file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted from hCentive to the MMIS data base'	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.34	"hCentive will need to provide a member search response file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted from hCentive to the MMIS data base'	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.35	'hCentive will need to provide a member search file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted from hCentive to the MMIS data base'	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.4	hCentive will need to provide a post eligbility file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted post eligibility from hCentive to the MMIS data base for Member Case - R	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.5	hCentive will need to provide a post eligbility file of data element/data fields to the MMIS system. These data elements and/or data fields will be transmitted post eligibility from hCentive to the MMIS data base for Member Eligibility - R	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.6	MMIS Response: MMIS will provide a response transaction to hCentive that include the fields in the "Response – R" attachment	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.7	MMIS Response: In the case the post-eligibility request from hCentive to MMIS fails, additional failure details will be provided in the response to hCentive as captured in the "Fault Details" attachment.	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.8	hCentive Transactions must Pass Schema Validation & be identified when they do not	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.9	hCentive Transactions must process per basic MMIS functionality	Critical	R3	hCentive
(G) Back Office	G.1.1	The system will allow the CSR on behalf of the member the ability to report a change to the household via the report a change functionality that is considered a qualifying event, such as: New Pregnancy, Birth or Adoption, Marriage, Divorce, Death, Citizenship status, Move(inside or outside an existing QHP service area, in addition to changes that are not considered qualifying events(trigger events) - defined as an individual who is enrolled, a sub or dependent	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(G) Back Office	G.1.12	The system will allow the member or applicant to change application and/or trigger event information before the coverage effective date	Critical	R3	hCentive
(G) Back Office	G.1.13	The System will have the ability to allow the CSR to retroactively or prospectively enroll or disenroll members/applicants based on life event reported (e.g., Birth, Adoption, Foster Care placement, Death of subscriber)	Critical	R3	hCentive
(G) Back Office	G.1.14	The system will have the ability to allow CSR on behalf of the member to choose a new plan or keep existing plan if available	Critical	R3	hCentive
(G) Back Office	G.1.15	The system will have the ability to allow the member to choose a new plan or keep existing plan if available	Critical	R3	hCentive
(G) Back Office	G.1.16	The system will have the ability to allow the CSR on behalf of the member, to shop or re-shop based on life event change and/or eligibility impacting change being reported	Critical	R3	hCentive
(G) Back Office	G.1.17	The System will have the ability to allow the member to add a new dependent to the current plan and/or allow shopping for dependent.	Critical	R3	hCentive
(G) Back Office	G.1.2	The system will allow the member the ability to report a change to the household via the report a change functionality that is considered a qualifying event, such as: New Pregnancy, Birth or Adoption, Marriage, Divorce, Death, Citizenship status, Move(inside or outside an existing QHP service area, in addition to changes that are not considered qualifying events(trigger events) - defined as an individual who is enrolled, a sub or dependent	Critical	R3	hCentive
(G) Back Office	G.1.20	The system will have the ability to populate new premiums based on adding or removing a dependent, change in subsidy, or a change in plan type (for example, keeping the same plan but going from a single to a family plan)	Important	R3	hCentive
(G) Back Office	G.1.21	The System will have the ability to obtain and display rerate information based on updated family composition.	Important	R3	hCentive
(G) Back Office	G.1.22	The system will allow the CSR the ability to make a change up to 60 days after reporting the change of one of the following events -Erroneous enrollment in a QHP/QDP -Death of subscriber HoH -Enrollee ages out of a catastrophic plan -Enrollee ages out of a family plan -Enrollee ages out of a pediatric dental plan -Gain/loss of eligibility for the tax credit (APTC) due to employer-sponsored coverage becoming unaffordable -Becomes citizen, national, or lawfully present -Loss of minimum essential coverage (MEC) -Gained access to new QHP/QDP as a result of a move outside of existing service area or a permanent move into MA from another state -OPP Waiver	Useful	R3	hCentive
(G) Back Office	G.1.23	The system will allow the CSR the ability to make the change at any time after one of the following events -Demonstration of exceptional circumstances -QHP/QDP in which member is enrolled violated a material provision of its contract in relation to enrollee -Death of spouse or dependent -Gain/loss of eligibility for the tax credit (APTC) or cost sharing reduction -Report of Native American status	Important	R3	hCentive
(G) Back Office	G.1.24	The System will have the ability to ascertain which family members/applicants are allowed to shop for a new plan, must remain on an existing plan, or may remain on an existing plan based upon a move by at least one family member to a location which is outside of the current QHP service area.	Important	R3	hCentive
(G) Back Office	G.1.25	The System will have the ability to stop a user from enrolling in a plan if that user is already enrolled in another plan.	Useful	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(G) Back Office	G.1.26	The System will have the ability to differentiate how subscribers/applicants, spouses, and dependents are handled for the change being reported.	Useful	R3	hCentive
(G) Back Office	G.1.27	The System will have the ability to undo enrollment updates as a result of changes reported and communicate cause and effect to those entities requiring this information (user, FMS, etc.).	Important	R3	hCentive
(G) Back Office	G.1.28	The System will retain information related to inactive member/applicants with the ability to reactivate, as needed.	Important	R3	hcentive
(G) Back Office	G.1.29	The system will allow the CSR the ability to pend changes prior to submission	Important	R3	hCentive
(G) Back Office	G.1.3	The system will allow through report a change functionality the ability to have the member report non life event changes that have no impact on eligibility (i.e. mailing address, street address, email address, preferred written language and preferred spoken language, currently enrolled member in QHP medical plan requests to add dental, enrolled member in QDP dental plan requests to add spouse/dependent)	Critical	R3	hCentive
(G) Back Office	G.1.30	The system will allow the change to be updated in real time	Important	R3	hCentive
(G) Back Office	G.1.31	The system will be able to display changes made in the system	Critical	R3	hCentive
(G) Back Office	G.1.32	The system will be able to log time when changes made in the system	Critical	R3	hCentive
(G) Back Office	G.1.33	The system will be able to log agent who made changes into the system	Critical	R3	hCentive
(G) Back Office	G.1.34	The system will allow the CSR the ability to process terminations of coverage	Critical	R3	hcentive
(G) Back Office	G.1.36	The system will have the ability to populate daily 834 report for transmission to Carriers	Critical	R3	hCentive
(G) Back Office	G.1.38	The system will have the ability once termination has been processed to populate 834 report to be transmitted to Carrier	Critical	R3	hCentive
(G) Back Office	G.1.4	The system will allow the CSR on behalf of the member the ability to make changes to the individual's application before enrollment is effectuated and/or submitted	Critical	R3	hCentive
(G) Back Office	G.1.5	The system will allow the CSR on behalf of the member the ability to make changes to the individual's application data fields after enrollment is effectuated and/or submitted	Critical	R3	hCentive
(G) Back Office	G.1.6	The system will have the ability to allow the CSR to make changes to the effective dates	Critical	R3	hcentive
(G) Back Office	G.1.7	The system will allow the CSR the ability to change any of the following both pre and post of submission of application and enrollment: -Change in plan -Change effective date of plan(retroactively and prospectively) -Add/remove dependents -Terminations -Reinstating coverage(non payment of premium) -Change from sub v unsubsidized or vice versa	Critical	R3	hCentive
(G) Back Office	G.2.1	The system will have the ability to electronically verify member information using trusted electronic data sources inclusive of FDSH and non-FDSH sources (i.e. Lexus Nexus)	Critical	R3	hCentive
(G) Back Office	G.2.11	The system will have the ability to trigger the start of of the 90 + 5 time clock from the date of the program determination until expiration / end date by stopping the timeclock	Useful	R3	hCentive
(G) Back Office	G.2.18	The system will allow an agent to ensure all documentation has been processed for the household before a re-determination is triggered	Critical	R3	hCentive
(G) Back Office	G.2.19	The system will display household relationships and the verification items outstanding for each member of the household	Critical	R3	hCentive
(G) Back Office	G.2.2	The system will have the ability to receive and store hub data responses for verification information	Critical	R3	hCentive
(G) Back Office	G.2.3	The system will use trusted data source response information to update the member record and trigger a re-determination if no verification document is received within the 90 + 5 time frame	Critical	R3	hcentive
(G) Back Office	G.2.4	The system will have the ability to recognize if there is an inconsistency in the attestation and the data match and a manual verification is required	Critical	R3	hCentive
(G) Back Office	G.2.5	The system will have the ability to trigger a specific notice requesting verification information for outstanding verification types	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The system will allow the agent to mark whether or not the member information is verified or invalid based on documentation received			
(G) Back Office	G.2.6	see comments	Critical	R3	hCentive
(G) Back Office	G.2.7	The system will allow the agent to override identity proofing failure within the system and allow a member to continue their application.	Critical	R3	hCentive
(G) Back Office	G.2.8	The agent will have the ability to view outstanding member verification documentation	Important	R3	hCentive
(G) Back Office	G.2.9	The system/agent will have the ability to trigger request for information notices	Important	R3	hCentive
(G) Back Office	G.4.1	The system will have the ability to display the member or household record when searched using: a. External ID b. Email ID c. First name d. Last name e. DOB f. SSN f. User name	Critical	R3	hCentive
(G) Back Office	G.4.10	The system will allow the member to select PCP and submit as part of the application process	Useful	R3	hCentive
(G) Back Office	G.4.11	The system will allow CSR to view how system apportioned APTC based on MAX APTC; FPL; Age; Tax household composition; Shopping composition	Critical	R3	hCentive
(G) Back Office	G.4.15	The system will allow the CSR the ability to update an exisitng draft application (In Progress) and ensure required fields are captured before proceeding through the application	Critical	R3	hCentive
(G) Back Office	G.4.16	The system will allow the CSR to adjust APTC per member request within allowable APTC total for subscriber/family	Important	R3	hCentive
(G) Back Office	G.4.17	The system will allow the CSR to designate an individual as a PSI/ARD and note on account (PSI/ARD/Navigator/CAC)	Important	R3	hCentive
(G) Back Office	G.4.18	The system will allow the CSR to view delegation of authority information	Critical	R3	hCentive
(G) Back Office	G.4.19	The system will allow an applicant to process and reset their own passwords and security questions	Critical	R3	Optum ID
(G) Back Office	G.4.20	The agent will have the ability to trigger a re-determination through the report a change process	Critical	R3	hCentive
(G) Back Office	G.4.21	The system should have the ability to apply user roles allowing varying access to member information. The identified user roles: 1. Customer Service Representative "On behalf of" 2. Back Office	Critical	R3	hCentive
(G) Back Office	G.4.7	The system will allow the agent to mark the source of the application (i.e. paper, telephonic)	Critical	R3	hCentive
(G) Back Office	G.5.22	The system will allow the agent to mark the source of the application (i.e. paper, telephonic, etc.)	Critical	R3	hCentive
(G) Back Office	G.5.23	The system will allow the agent to enter and submit all member application data from paper application on behalf of the member	Critical	R3	hCentive
(G) Back Office	G.5.24	The system will not allow submission of the application without all required fields	Critical	R3	hCentive
(G) Back Office	G.6.10	The system will allow the Appeal Agent to make required changes to the member record	Critical	R3	hCentive
(G) Back Office	G.6.21	The system will be able to direct applicants to MassHealth for Medicaid related appeals.	Critical	R3	hCentive
(G) Back Office	G.6.24	The system will have an encrypted URL to AVV to access the online appeal form	Critical	R3	hCentive
(G) Back Office	G.6.25	The system will make the appeals form accessible from the hCentive website	Critical	R3	hCentive
(G) Back Office	G.6.26	The system will navigate the appellant from hCentive to the appeals form in the AVV when the appellant clicks the URL	Critical	R3	hCentive
(G) Back Office	G.6.27	The system will open the online Appeals Form in a new window when the appellant clicks the URL	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
(G) Back Office	G.6.28	The system will make the appeals form accessible from the Appeals tab in hCentive	Critical	R3	hCentive
(G) Back Office	G.6.3	The system will allow appeal agent to view/ print program(eligibility) determinations	Useful	R3	hCentive
(G) Back Office	G.6.35	The system will be able to provide directions to refer appellants to Customer Service for non-appeal related issues	Critical	R3	hCentive

#	Category	Sub-Category	Description
1	Auditability	None	The MA/HIX Program shall maintain all records (including all versions) regarding program requirements, scope, change orders, issues, risks, decisions, and deliverables on MassForge in order to ensure auditability by Federal and State entities.
2	Documentation	Architecture	An integrated, flexible and adaptable end-to-end solution using Service-Oriented Architecture wherever possible.
3	Documentation	Architecture	The HIX/IES solution will operate consistently and fully across the following web browsers: Internet Explorer versions 10 and later; Chrome versions 30 and later; Firefox versions 30 and later. Other browser may be supported but are not required to be tested.
4	Documentation	Architecture	The architecture will support a thin client, browser-based solution. The presentation tier must not be dependent upon application, applet, or plug-in delivered to the user.
5	Documentation	Architecture	A solution that will leverage Web Services and adhere to key standards such as SOAP, XML, UDDI, WSDL, BPEL, SAML, and other standards as detailed in the Commonwealth's Enterprise Technical Reference Model (ETRM).
6	Documentation	Architecture	The solution will avoid multiple service implementations that substantially overlap in providing the same functionality.
7	Documentation	Architecture	The solution will employ a full-featured Enterprise Service Bus (ESB) for all internal and external service integration and interaction. The ESB solution must be able to stand alone as well as to federate with other ESBs in a wider enterprise context.
8	Documentation	Architecture	The solution will employ XML-based standards for communication and integration with other environments.
9	Documentation	Architecture	The solution will provide cross-cutting framework and architectural support for HIX/IES's monitoring and logging requirements.
10	Documentation	Architecture	The solution will support business continuity and disaster recovery. In particular, the solution must be architected to support timely restoration of service following catastrophic loss of a single site of operation.
11	Extensibility	None	MassIT requires such a HIX platform that can be easily enhanced, modified, and expanded in the future in response to new requirements.
12	Interoperability	None	The solution will employ a richly-featured Enterprise Service Bus for internal and external messaging and service interaction unless other protocols are required and/or agreed to.
13	Interoperability	None	Use of formats, including but not limited to, XML and X12 as standard formats for internal processing.
14	Maintainability	None	The MA/HIX Program shall receive all software, scripts, documentation, architectural drawings, etc. to ensure that the MassIT has the ability to maintain the MA/HIX solution after the target November 15, 2014 go live date. The above should be provided to the MassIT Chief Technical Officer.

15	Other	Infrastructure	A robust Content Delivery Network ("CDN") service to maximize resources, protect the integrity and availability of the origin servers, and accelerate static content delivery.
16	Other	Infrastructure	Managed services provided by the Commonwealth MassIT or an external provider shall be used. System infrastructure shall include, but will not be limited to: • Managed server services • Managed network services • Managed storage services • Managed monitoring and reporting services • Managed security services Contractor shall make no assumptions about the specifics of the managed service platform.
17	Other	Managed Services	Solution components will not degrade existing security levels for any of the HIX/IES Entities' secure managed services environments.
18	Other	None	The solution will provide field-level edit checks for transactions during data entry and provide immediate user feedback, including error messages and possible corrective actions (e.g., warnings when entering existing Social Security Number/Federal Tax Identification Number, address).
19	Other	None	The solution will establish backup and recovery processes for all system components and data.
20	Other	None	The solution will establish monitoring and alert processes for all system components.
21	Other	Technical Platform	The solution is delivered using Continuous Delivery Framework
22	Other	Technical Platform	The solution utilizes appropriate cloud data integration solutions to transfer and exchange data among cloud applications, and among SaaS platforms with on-premise applications, databases, and files.
23	Performance	Scaleability	Infrastructure will be designed to scale to meet anticipated peak demands during open enrollment periods.
24	Performance	Scaleability	System components will be designed and implemented so that they are scalable in their respective environments.
25	Performance Testing Requirement	Automated Testing	The solution will undergo performance testing using tools such as HP LoadRunner.
26	Performance Testing Requirement	None	The MA/HIX Program shall conduct rigorous End-To-End Performance Testing across all vendors and solution components in order to identify any potential performance issues PRIOR to the go live date. Identifying such performance issues in advance enable the MA/HIX program team to mitigate these issues to ensure a successful re-launch of the MA/HIX solution.

27	Performance Testing Requirement	Scenarios	End-To-End User Scenarios for the major paths through the solution set are to be used to ensure rigorous Performance Testing across all vendors and solution components.
28	Records Management	None	MassForge is to be used as the project documentation repository
29	Release Management Process Requirement	Release Management	The solution will meet Code and Release Management requirements, and this section provides an overview of these requirements. Continuous Delivery Framework to automate all facets of building, integrating, testing, and deploying software.
30	Release Management Process Requirement	Release Management	The solution will meet Code and Release Management requirements, and this section provides an overview of these requirements. A source code version control process that: • Maintains versions of all changes made; • Records what the changes were; • Traces changes to requirements; • Records date and time stamps of when the changes were recorded; • Records who made the changes; and • Provides the capability to restore previous versions.
31	Release Management Process Requirement	Release Management	The solution will meet Code and Release Management requirements, and this section provides an overview of these requirements. A source code version control system to support this process and follow the source code version control process as approved by MassIT.
32	Reporting	Hosting Operational Reporting	The solution will have an appropriate level of transaction logging for all relevant components.
33	Reporting	Hosting Operational Reporting	The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads
34	Reporting	Operational	The HIX/IES solution will be monitored by performance monitor tool such as CA Wily.
35	Reporting	Operational	The solution will incorporate robust and rigorously tested backup and restore capabilities.
36	Reporting	Operational	The application solution will be capable of restart and recovery after system failure with no loss of data or software components.
37	Reporting	Testing	The MA/HIX solution shall provide daily reports of # of tests executed
38	Reporting	Testing	The MA/HIX solution shall provide daily reports of # of tests that passed and number that failed
39	Security	None	Compliance with any security and privacy requirements established by the Commonwealth of

Massachusetts to ensure proper and confidential handling of data and information systems including MGL c. 66A, MGL c. 93H, MGL c. 93I, 201 CMR 17.00, Executive Order 504 and including the Massachusetts Information Technology Division's ("MassIT") security policies. The Contractor shall refer to the Commonwealth of Massachusetts General Laws and Policies that pertain to security and the handling of sensitive data, Policy for Information Systems Security and Privacy. See RFR Part Four – Laws, Rules, and Guidelines – for pertinent listings and links.

40	Security	None	Security Testing for the MA/HIX Program must be conducted by an independent third party organization that is NOT involved in the development or operation of the MA/HIX solution.
41	Security	None	Security Testing for the MA/HIX Program must be run in an environment with no simultaneous testing occurring.
42	Security	None	Security Testing shall encompass the following activities: Discovery, Vulnerability Scan, Vulnerability Assessment, Security Assessment, Penetration Test, Security Audit, and Security Review.
43	Security	None	Sufficient data security for all categories of sensitive data ensured through proper architecture, design, implementation and testing of each component. PIAs to assess risks and PHI/PII data protection.
44	Security	None	The solution has security-warning banners, adhering to HIX/IES and IRS standards, be prominently displayed on all screens and be readily customizable by HIX/IES support staff.
45	Security	None	The solution has support for auditing user access to restricted ("VIP") data, including logging of events and user dialogs explaining access.
46	Security	None	The solution incorporate security services provided by CMS, including but not limited to identity proofing. Federated identity shall be used.
47	Security	None	The solution incorporate security services provided including but not limited to authentication for users and web services.
48	Security	None	The solution will operate properly in hardened environments as per relevant IRS Safeguard Computer Security Evaluation Matrix (SCSEM) documents.
49	Security	None	The solution will provide security controls of a technical character that meet or exceed (in capability and in usage) those specified by National Institute of Standards and Technology (NIST) SP 800-53 Moderate Impact Baseline. The specific families of controls identified by this requirement are: • Access Control (AC) • Audit and Accountability (AU) • Identification and Authentication (IA) • System and Communications Protection (SC)
50	Security	None	The solution will provide sufficient capabilities to enable HIX/IES to implement security controls of an operational and/or management character as specified by NIST SP 800-53 Moderate Impact Baseline.

The specific families of controls identified by this requirement are:
• Awareness and Training (AT)
• Certification, Accreditation, and Security (CA)
• Configuration Management (CM)
• Contingency Planning (CP)
• Incident Response (IR)
• Maintenance (MA)
• Media Protection (MP)
• Physical and Environmental Protection (PE)
• Planning (PL)
• Personnel Security (PS)
• Risk Assessment (RA)
• System and Services Acquisition (SA)
• System and Information Integrity (SI)

51	SLAs	Availability	For the period of November 1, 2014 through and including June 30, 2015, the percentage of time that the Managed Applications are Available in production during Total Base Minutes of Service for any given month shall be 99.0%. This shall be based on the Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident and calculated as follows: (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.
52	SLAs	Availability	For the period of November 1, 2014 through and including June 30, 2015, the percentage of time that the Managed Applications are Available in production during Total Base Minutes of Service for any given month shall be 99.9%. This shall be based on the Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident and calculated as follows: (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.
53	SLAs	Performance	As of system go-live 90% of certain production Transactions executed solely within the Contractor hCentive Software Application Services Domain must have an Elapsed Duration of three (3) seconds or less and 99.0% of certain production Transactions executed solely within the Contractor hCentive Software Application Services Domain must have an Elapsed Duration of seven (7) seconds or less during any given calendar month based on the Contractor's external facing web server and calculated by the 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.
54	SLAs	Restoration	The Restoration Time for any individual Priority Level 1 and 2 Incidents may not exceed four hours or eight hours, respectively, exclusive of Priority Level 1 and 2 Security Incidents, unless the Security Incident resulted from Contractor's failure to maintain appropriate security measures in accordance with industry best practices based on the contractors service management system.
55	Testability	None	The MA/HIX Program shall ensure that the complete software associated with a Release is provided correctly each time to the testing environments identified in this document. This is necessary to ensure prompt and complete testing is performed prior to the target go live date of November 15, 2014.
56	Testability	Quality Assurance	The Contractor shall present interim in-process reviews and support technical quality audits.
57	Testability	Quality Assurance	The Contractor shall provide all testing and quality control processes necessary to ensure products and services meet the requirements of the QMP, including but not limited to: • Defining, creating, managing, updating/reloading, and administering test data sufficient to ensure successful results for all test activities. • Develop a comprehensive Test Plan and Test Cases, and providing reports which reflect the state of testing, test results, identified defects.
58	Testing		The following verification and tests shall be conducted as appropriate for the system components produced within the Work Orders and dropped according to the four Code Drop milestones: • Unit Testing • Automated Code Review • Integration Testing • Regression Testing • Functional Testing • Performance/Stress Testing • Security/Vulnerability Testing • Accessibility & Usability Testing • Release Dry Run • Post Release Validation

Appendix A-2
Security Requirements

Federal Information Technology Policy, Guidelines and Contract Requirements

A. US Department of Health and Human Services – Office of the Chief Information Officer Policy
    http://www.hhs.gov/ocio/policy/

B. Federal Identity, Credential, and Access Management (FICAM) Roadmap and Implementation Guidance
    http://www.idmanagement.gov/documents/FICAM_Roadmap_Implementation_Guidance.pdf

C. Federal Information Security Management Act of 2002 (FISMA)
    http://csrc.nist.gov/drivers/documents/FISMA-final.pdf

D. Funding Opportunity Announcement ("FOA") Requirements for State-Operated Health Insurance Exchanges
    http://www.grants.gov/search/search.do;jsessionid=spH5T6rCcd3LcpvsLv2yRJYxyb8YgTkhkWFChR8fBJQr9JVJgQS2!966857159?oppId=65693&mode=VIEW

E. Guidance for Exchange and Medicaid Information Technology (IT) Systems Version 2.0
    http://cciio.cms.gov/resources/files/exchange_medicaid_it_guidance_05312011.pdf

F. Harmonized Security and Privacy Framework – Exchange TRA Supplement
    http://healthit.hhs.gov/portal/server.pt/community/healthit_hhs_gov__privacy___security_framework/1173

G. CMS TRA – Catalog of Minimum Security Controls for States Supplement
    http://dev.nescies.org/sites/dev.nescies.org/files/CMS%20TRA%20Catalog%20of%20Minimum%20Security%20Controls%20for%20States%20Supp%20Draft%20v%200%202%2009012011.pdf

H. Internal Revenue Manual ("IRM"); Part 10; Security, Privacy and Assurance
    www.irs.gov/irm/part10/

I. Internal Revenue Service (IRS) Affordable Care Act Tax Provisions*
    http://www.irs.gov/newsroom/article/0,,id=220809,00.html?portlet=6

J. MITA
    http://www.cms.gov/MedicaidInfoTechArch/04_MITAFramework.asp#TopOfPage

K. NIST Special Publication 800-18, Revision 1
    http://csrc.nist.gov/publications/nistpubs/800-18-Rev1/sp800-18-Rev1-final.pdf

L. Publication 1075: Tax Information Security Guidelines for Federal, State and Local Agencies. OMB No. 1545-0962.
    www.irs.gov/pub/irs-pdf/p1075.pdf

Massachusetts Information Technology Division Standards, Policy and Guidelines

1. Enterprise Information Security Policy
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/information-security-policy.html

2. Enterprise IT Security Incident Response Policy
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/ent-it-sec-inc-resp-pol.html

3. Enterprise Physical & Environmental Security Policy
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/enterprise-physical-and-env-security-policy.html

4. Enterprise Information Technology Accessibility Standards
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/accessibility-standards/enterprise-it-accessibility-standards.html

5. Enterprise Web Accessibility Standards
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/tech-guidance/accessibility-guidance/web-accessibility/web-accessibility-standards.html

6. Public Access Policy & Standards for e-Government Applications: Application Security
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/paa-and-standards-for-e-gov-appl/

7. Public Access Policy & Standards for e-Government Applications: Network Security
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/paa-and-standards-for-e-gov-appl/

8. Enterprise Staff Information Technology Security Policy
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/enterprise-staff-information-technology-security-p.html

9. Enterprise Website Cookie Policy
   http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/security-policies-and-standards/enterprise-website-cookie.html

10. Web Addresses and Hosting
    http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/web-site-policies-and-reqs/web-addresses-and-hosting/

11. Website Privacy Policies
    http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-stnds/web-site-policies-and-reqs/web-priv-policies/

[see attached]

Exhibit B
Deliverables

Deliverables

Deliverable	Acceptance Criteria
Release 1	Deployment to the Massachusetts environment.
Release 2	Deployment to the Massachusetts environment.
Release 3	Deployment to the Massachusetts environment.
Go Live Deployment	Deployment to the Massachusetts production environment and system is up and available
Final Acceptance	Refer to Section 8. Acceptance
End of Warranty Period	Refer to Section 11 – Warranty Support Obligation

Documentation Deliverables

Deliverable Name	Current Status (not submitted, review/update in progress)	Target Submission Date	Is there a CMS template?	Needed for the ORR?
Project Management Plan (the following sections only): • Subcontractor Management Plan • Configuration Management • Software Process Management • Development Management • Release Plan	Update in Progress	9/30/2014	Y	Yes
Business Requirements Document (BRD)	Update in Progress	10/3/2014	Y	YES
Business Rules Document: Program determination rules	Update in Progress	10/8/2014	Y	YES
hCentive System Architecture Design Document (SADD)	Update in Progress	9/30/2014	Y	YES
hCentive ICD Financial Management / Enrollment interface	Update in Progress	9/30/2014	Y	YES
hCentive ICD Medicaid	Update in Progress	9/30/2014	Y	YES
hCentive ICD FDSH	Update in Progress	9/30/2014	Y	YES

Deliverable Name	Current Status (not submitted, review/update in progress)	Target Submission Date	Is there a CMS template?	Needed for the ORR?
ICD Notices (QHP & Medicaid)	Update in Progress	9/30/2014	Y	YES
Data Management Plan	Update in Progress	9/30/2014	Y	YES
Database Design (2)	Not Submitted	9/30/2014	Y	YES
Preliminary RTM, inclusive of all functional and non-functional test cases (3)	Update in Progress	10/3/2014	N	YES
Final RTM, inclusive of all tests cases from Preliminary RTM and additional test cases (3)		10/15/2014	N	YES
Master Test Plan (inclusive of all test types, all sub-plans): • Smoke • Regression • Function/ • Component • System Integration • End to End • User Acceptance • Performance • Security • Production Validation • Automation • Blueprint Testing • Wave Testing	Update in Progress	10/3/2014	Y	YES
Master Test Report (report of all testing through code freeze; will serve as the summary of all daily test reports)	Not Submitted	10/15/2014	N	NO
Master hCentive Defect Report (report of all defects through code freeze, will serve as the summary of all daily defect reports) (4)	Not Submitted	10/15/2014	N	NO
Training Plan	Update in Progress	10/8/2014	Y	YES
User Guide	Update in Progress	10/10/2014	N	YES
Implementation Plan	Update in Progress	10/8/2014	Y	YES

Deliverable Name	Current Status (not submitted, review/update in progress)	Target Submission Date	Is there a CMS template?	Needed for the ORR?
Operations and Maintenance Manual [O&M]	Not Submitted	10/8/2014	Y	YES
Disaster Recovery Plan	Update in Progress	9/30/2014	Y	Yes

(1)   Business requirements as stored in the ALM repository for Releases 1,2 and 3 with Optum listed as responsible party.

(2)   Content may be restricted so as to not violate proprietary information of hCentive.

(3)   RTM provided will be substantially complete in form and consist of all test cases to be executed before Go Live. Due to the change to Plan B, there will be additions and modifications of test cases through 10/31.

(4)   Substantially complete by submission date but it must be recognized that these are point in time documents that change through time to reflect progress of testing.

Exhibit C
Application Development Process

[see attached]

Agile Development Process

hCentive

Copyright Information

Corporate Headquarters

hCentive, Inc.
12355 Sunrise Valley Drive, Suite 310
Reston, VA 20191

Contact Us

Phone: 800-984-7952
Sales: sales@hcentive.com
Support: media@hcentive.com
Partnerships: partnerships@hcentive.com

http://www.hcentive.com

Revision History

Date	Version	Change Brief	Author
17 July	1.0	First Version	Himanshu Kapoor

Table of Contents

1: Introduction

1.1:   Overview

At **hCentive** as a part of the agile process we intent to deliver the product Release using Scrum and XP (Extreme programming) as the flavors of Agile having iterations called sprints. The goal is to:
- Accelerate Time to Market.
- Early and Continuous Customer Validation
- Early Defect Detection and Prevention
- Reduce Product maintenance cost
- Reduce Technical Debt

There by achieving our long term goals for Efficiency, Effectiveness and Economy.
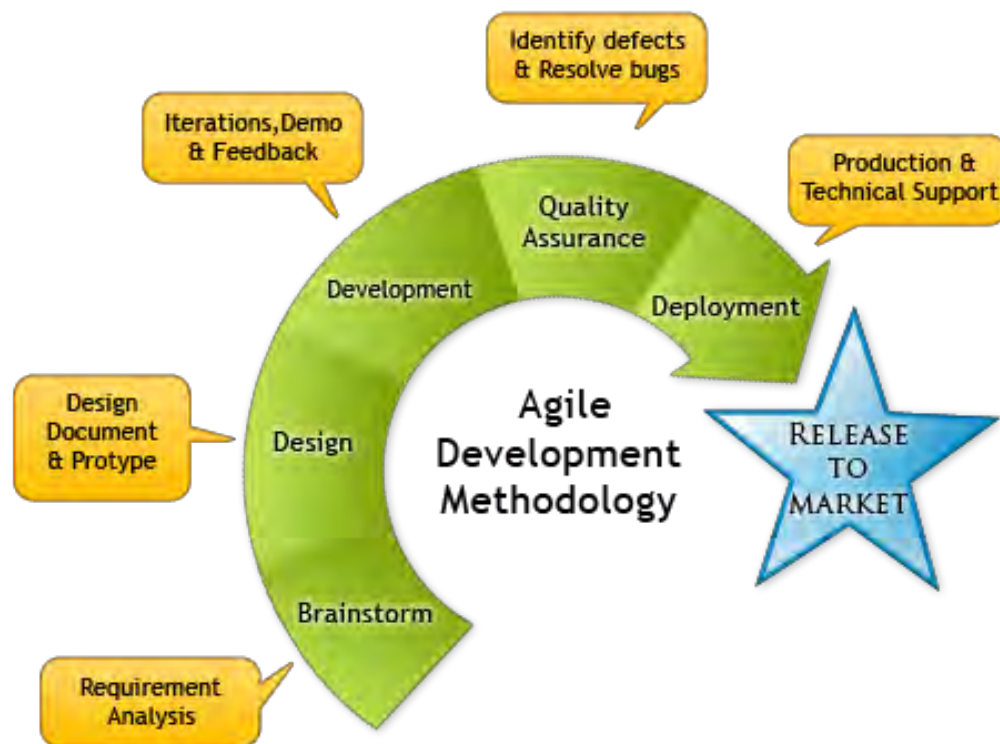
Fig 1: Agile Development Cycle

2: Requirement Management Process

2.1:   How does it Work?

Scrum methodology allows development teams to build software incrementally over two- to four-week events, or sprints (see Figure 2 below). Requirements are fed into a product backlog prior to sprint inception; they're decomposed into sprint backlogs items through sprint planning. The product team starts by discussing what needs to be developed in a given sprint based on product needs and strategy. The work items are pulled from the product backlog and directed by the product owner. The goal for the business is to make sure they feed the product backlog and can support and describe what needs to be built by the development team prior to the start of the sprint.
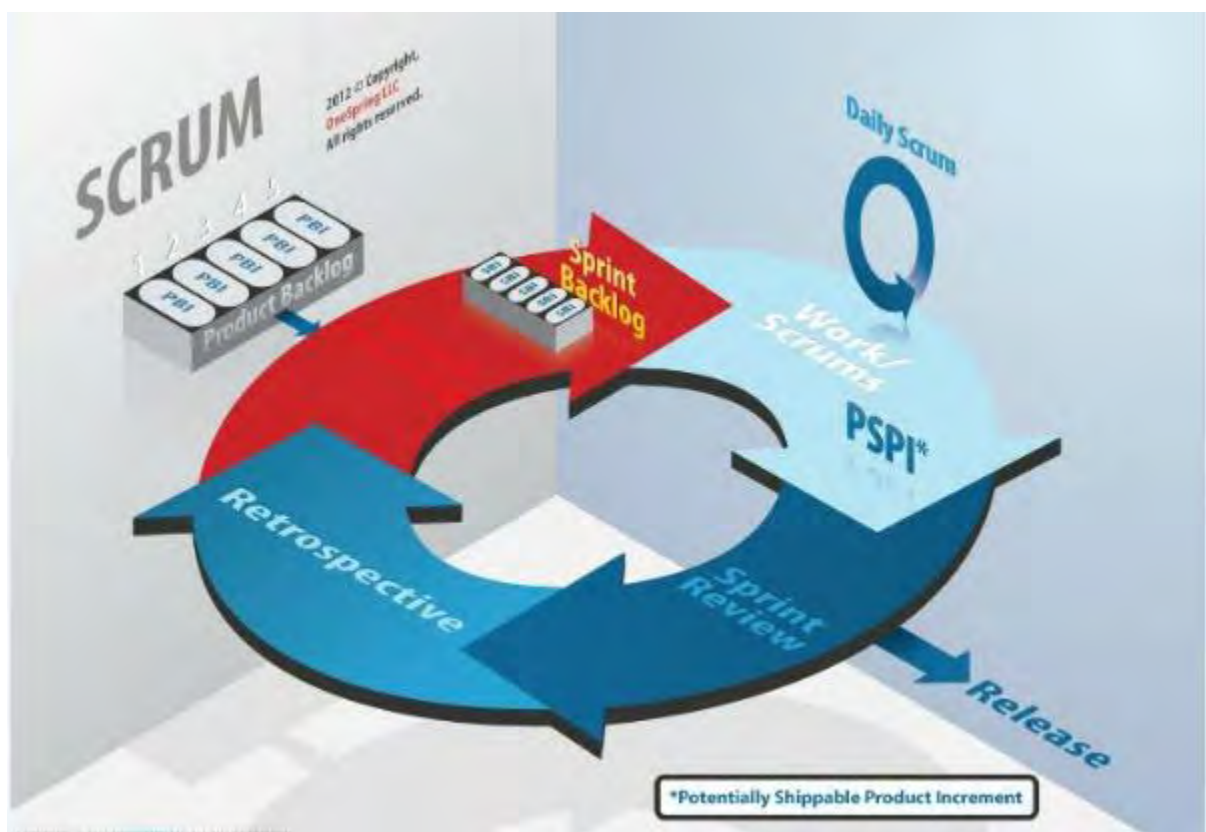

Fig 2: Scrum/Sprint

2.2:   Agile Requirements Definition and Management

In **hCentive** agile requirements definition and management is used to solve the requirements backlog problem by outpacing the development team. In other words, feed the product backlog faster than the development team can produce code. The framework can be used for just-in-time requirements definition or to build a repository of requirements for future use.

Using requirements planning and prioritization, the requirements team decides, based on the business strategy and objectives, what needs to be defined and built. Like the development team, the requirements team plans its sprint, performs the work, and reviews the outputs. If the outputs meet expectations, then they can be moved to the product backlog.
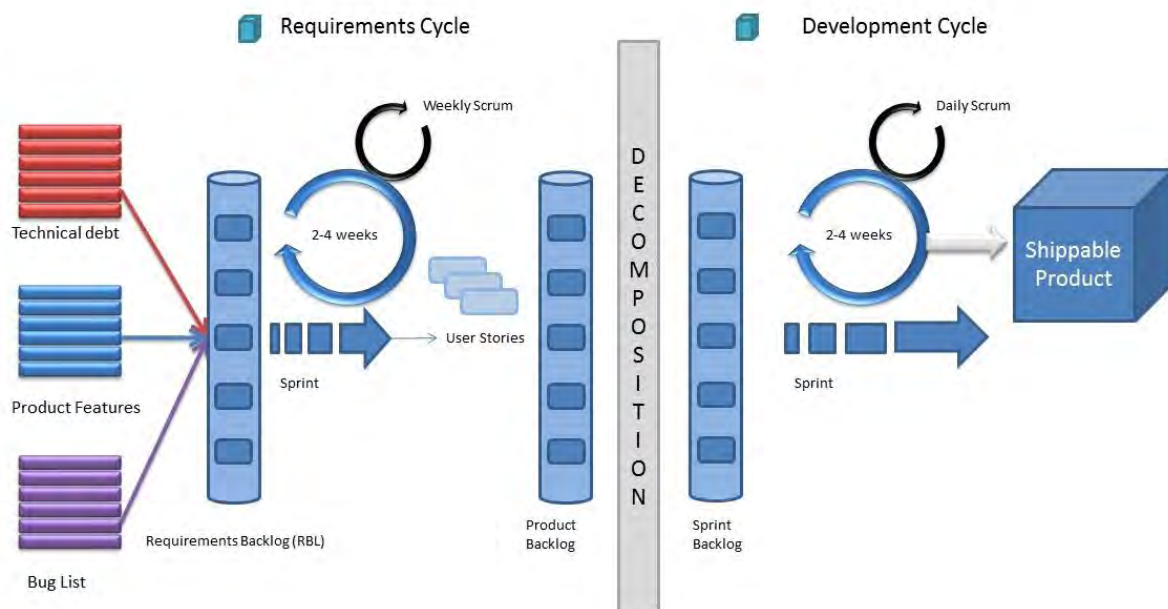
Fig 3: Requirement management process

2.3:   Decomposition

Another important portion of Requirements management process is called decomposition. Decomposition is the process by which the product backlog items are communicated and refined in collaboration with the development team. Decomposition can be used in several ways. One is to set up a culture of collaboration in which the product team is brought into the requirements phase to refine the product backlog. In Scrum, this is commonly referred to as "grooming the backlog."

3:   Engineering Practices –Automated Build & Deployment process

We follow automated build and deployment at hCentive to make sure the quality gates are checked daily.

The fig 4 below shows the flow from code check-in to build status and then daily and on demand deployments in various environments.
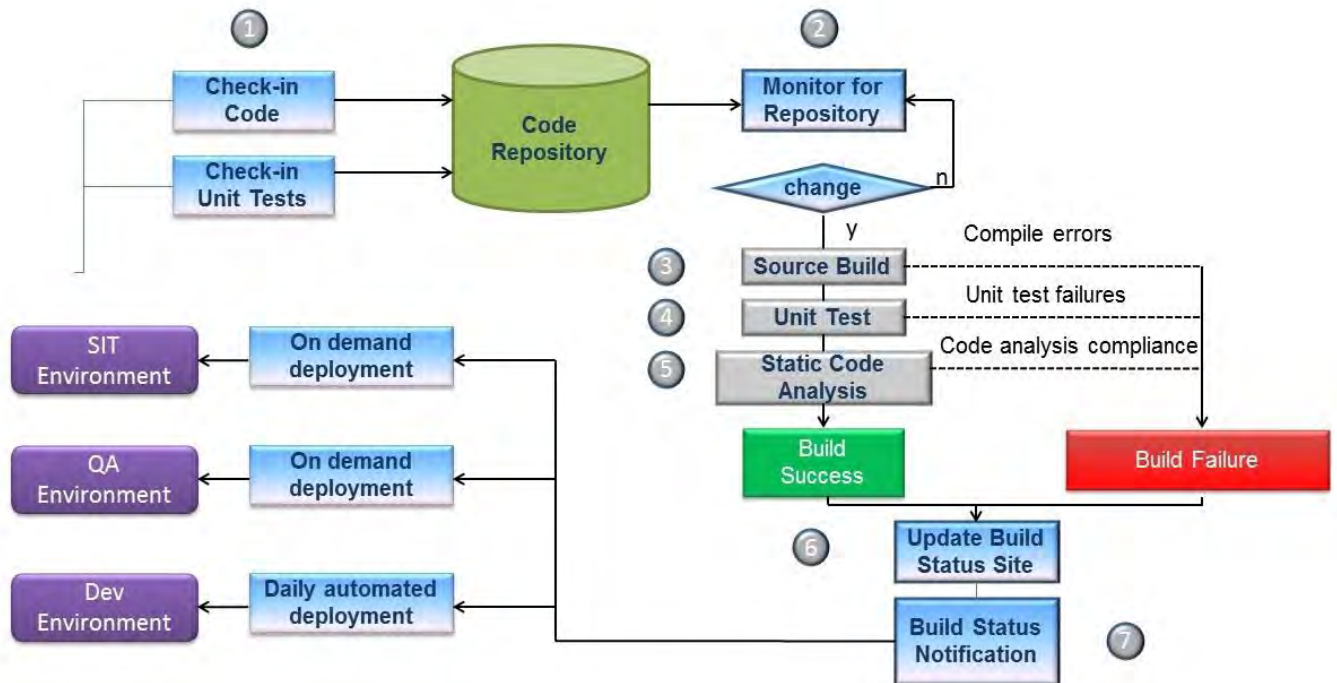
Fig 4: Automated Build & Deployment Process

4: Product Release Schedule

At hCentive we have standardized release schedule in fig 5 below.

Milestone Release
- Frequency: Quarterly
- Scope: New Requirements, Change requests, Big Enhancements

Minor Release
- Frequency: Monthly
- Scope: Minor enhancements, production defects or change request impacting business

Patch Releases
- Frequency: Weekly
- Scope: High Severity Production defects

Fig 5: Product Release Schedule

5:   Release Entry & Exit Criteria

Below are the release entry and exit criteria along with the Entry checklists for each and every environment used at hCentive.
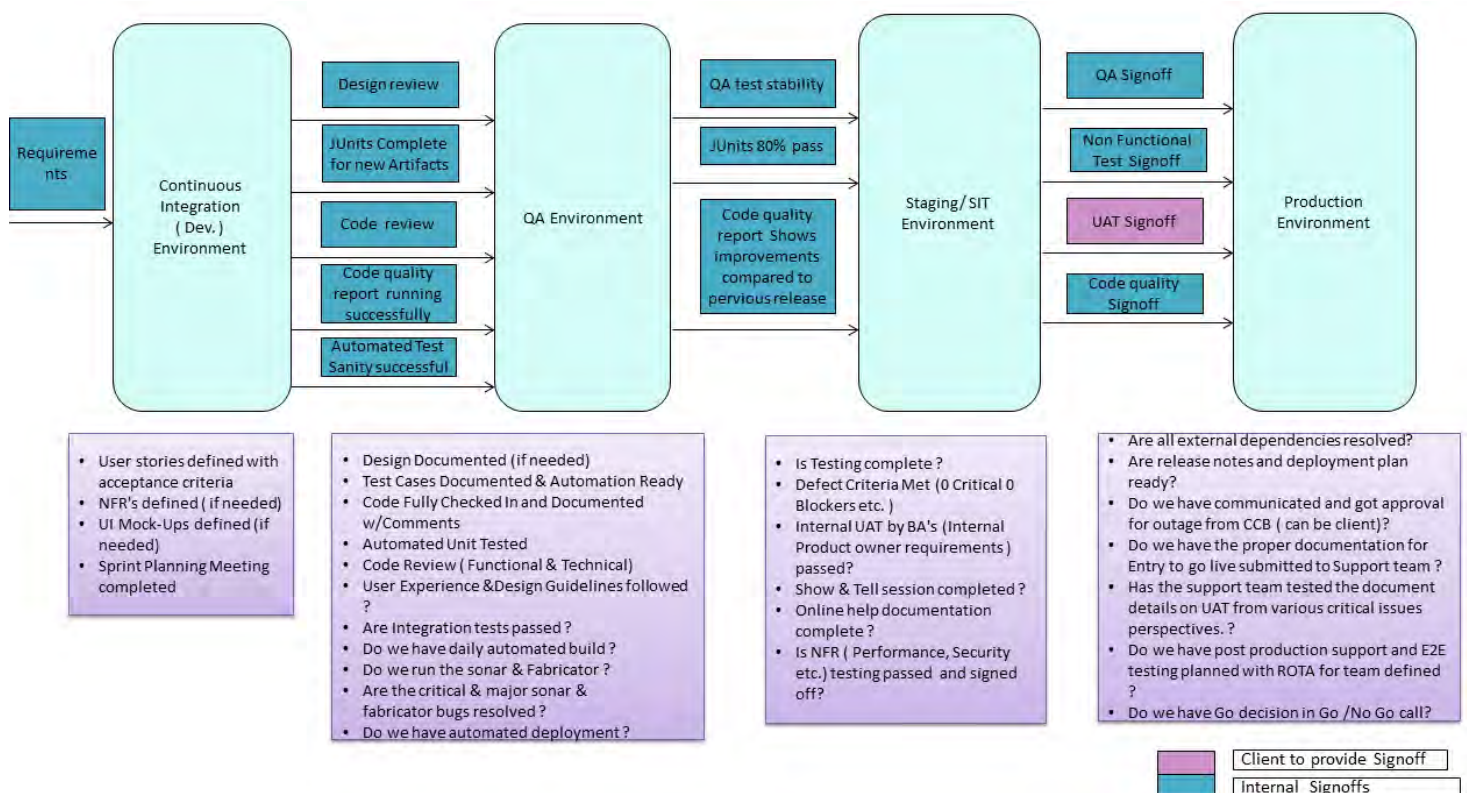
Fig 6: Product Release Schedule

6: CIT Metrics – The KPIs

There are seven Continuous integration metrics (KPI) based on which we rate the performance of the product in terms of Process. The rating is done in terms of metrics Level's. Level 1 is worst and Level 5 is best.

6.1:   Automated Regression Testing

The following are the process guidelines followed to find the current Automated Regression Testing Level.

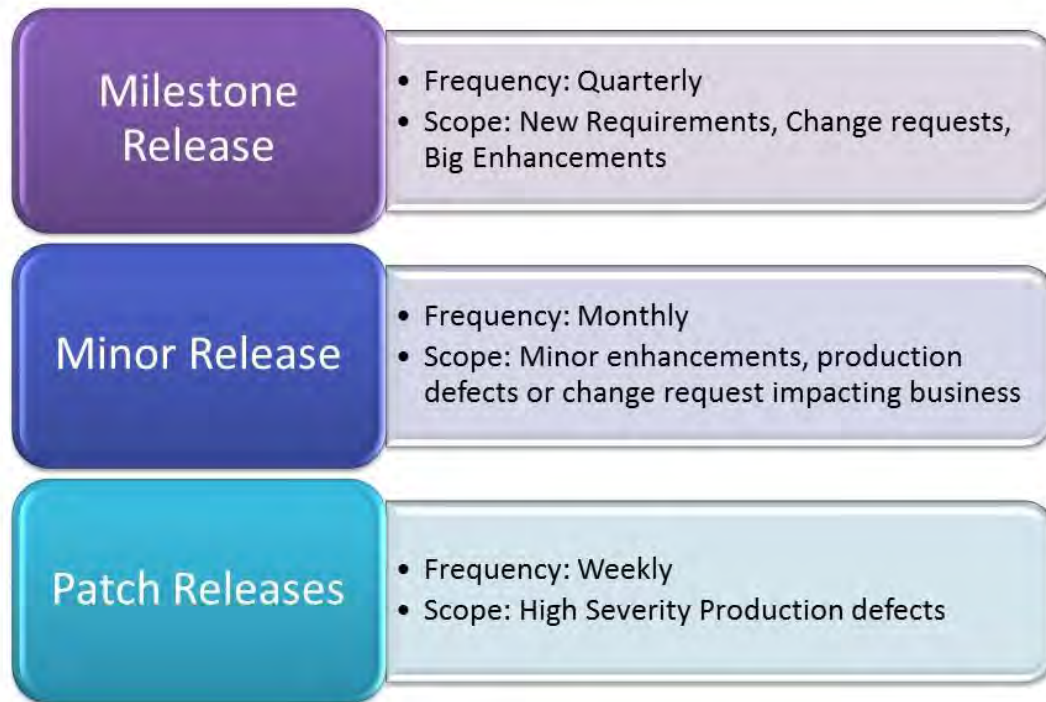|	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	20% coverage (happy & sad path) Manual 80% Automated 20 % Frequency prior to E2E test Cycle Time >2 hours	40% coverage (happy & sad path) Manual 60% Automated 40 % Frequency prior to E2E test Cycle Time >2 hours	60% coverage (happy & sad path) Manual 40% Automated 60 % Frequency prior to E2E test Cycle Time >2 hours	70% coverage (happy & sad path) Manual 20% Automated 80 % Frequency nightly/ on demand Cycle Time: P1 Core functionality pack <2 hours P2 Full suite run over a weekend (weekly sprint)	100% coverage (happy & sad path) for New or Edited functionality Manual 0% Automated 100 % Frequency nightly on demand Cycle Time: P1 Core functionality pack <2 hours 100% coverage (happy & sad path) for New or Edited functionality 80% coverage (happy & sad path) for All Core functionality P2 Full suite run over a weekend (weekly sprint)
Tools	Selenium, JMeter, Fitnesse etc	Selenium, JMeter, Fitnesse etc	Selenium, JMeter, Fitnesse etc	Selenium, JMeter, Fitnesse etc	Selenium, JMeter, Fitnesse etc.
Evidence Required	Documented evidence of manual test results	Documented evidence of manual test results Auto-generated online automated test results (including coverage %)Increased coverage achieved through automation	Documented evidence of manual test results Auto-generated online automated test results (including coverage %)Increased coverage achieved through automation	Documented evidence of manual test results Auto-generated online automated test results (including coverage %) Increased coverage achieved through automation	Auto-generated online test results

6.2:   Code Quality Metrics

	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	Manual Design review Manual Code Review 100 % Automated Code Review 0 %s	Manual Design review Manual Code Review 80 % Automated Code Review 20 %	Manual Design review Manual Code Review 60 % Automated Code Review 40 %	Manual Design review Manual Code Review 40 % Automated Code Review 60 %	Manual Design review Manual Code Review 20 % Automated Code Review 80 %
Tools	Check Style, PMD, Find Bugs	Check Style, PMD, Find Bugs	Check Style, PMD, Find Bugs	Check Style, PMD, Find Bugs	Check Style, PMD, Find Bugs
Evidence Required	Documented evidence of code reviews recorded for all user stories/ business scenarios. Sonar report should show green status	Documented evidence of code reviews recorded for all user stories/ business scenarios. Sonar report should show green status	Documented evidence of code reviews recorded for all user stories/ business scenarios. Sonar report should show green status	Auto-generated online code quality metrics augmented with documented evidence of manual checks	Auto-generated online code quality metrics augmented with documented evidence of manual checks Behavior: Trend in frequency of code reviews and drive down the number of code quality issues found

6.3: Automated Deployment & Back-Out

	Level 1	**Level 2**	**Level 3**	**Level 4**	**Level 5**
Criteria	Manual 80% Automated 20%	Manual 30% Automated 70 %	Manual 20% Automated 80 %	Manual 10%.	Manual 0%.
	Frequency As required	Frequency as required Cycle Time >2 hour Impact on service <3 hours	Frequency as required Cycle Time <2 hour Impact on service <2 hours	Automated 90 %.Frequency: On demand.	Automated 100 %.Frequency: On demand.
	Cycle Time >2 hour	Target Environment deployment back-out - 90% manual, 10% auto	Target Environment - deployment back-out - 50% manual, 50% auto	Cycle Time: <2 hours Impact on service:	Cycle Time: <2 hours Impact on service:
	Impact on service >3 hour			<1 hour.	0 hour.
	Target Environment – specific			where the	where the
				business requires it(where	business demands and fund it(where
				this is not required	this is not required
				< 2 hours.)	< 2 hours.)
				Target Environment: Deployment	Target Environment: Deployment
				back-out:	back-out:
				50% manual,	50% manual,
				50% auto.	50% auto.
Tools	Jenkins	Jenkins	Jenkins	Jenkins	Jenkins
Evidence Required	Evidence of nightly deployment process Application release package (software and documentation)	Auto-generated online deployment (back-out) reports Application release package (software and documentation)	Auto-generated online deployment (back-out) reports Application release package (software and documentation)	Auto-generated online deployment (back-out) reports Application release package (software and documentation)	Auto-generated online deployment (back-out) reports Application release package (software and documentation)

6.4:   Automated Builds & Configuration management

	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	Manual Build 100% Automated Build 0 % Frequency nightly Cycle Time > 2 hours	Manual Build 50% Automated Build 50 % Frequency nightly (once in a 24 hr. period) Cycle Time > 2 hours	Manual Build 25% Automated Build 75 % Frequency nightly & on demand Cycle Time < 2 hours	Manual Build: 10%. Automated Build: 90 %. Frequency: Nightly & on demand. Cycle Time: < 2 hours.	Manual Build: 0%.Automated Build: 100 %, Frequency: Nightly & on demand. Cycle Time: < 2 hours.
		Target Environment - Specific/ Hard wired	Target Environment - any		
	Target Environment - Specific/ Hard wired			Target Environment: Any.	Target Environment: Any.
		Post build sanity testing - manual	Post build sanity testing -		
	Post build sanity testing - manual config mgt tools - manual config mgt auditing - manual			Post build sanity testing: Automated.	Post build sanity testing:
		config mgt tools -	automated config mgt tools -	Config mgt tools:	
		50% manual,	25% manual,	10% manual,	Automated.Config mgt tools:
		50% automated config mgt auditing -	75% automated config mgt auditing -	90% automated. Config mgt auditing:	
		50% manual,	25% manual,	10% manual,	Automated.Config mgt auditing: Automated.
		50% automated	75% automated	90% automated.	
Tools	DB Deploy, Maven	DB Deploy, Maven	DB Deploy, Maven	DB Deploy, Maven	DB Deploy, Maven
Evidence Required	Evidence of nightly build process and configuration management reports	Auto-generated online build and configuration management reports	Auto-generated online build and configuration management reports	Auto-generated online build and configuration management reports	Auto-generated online build and configuration management reports Behavior: Trend showing improvement in Best Practices for Configuration Management

6.5:   Interface Test prior to delivery into E2E Test

	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	CIT environment.	CIT environment	CIT environment Automated interface testing 50 %	CIT environment Automated interface testing 75 %	100% Automated interface testing. (Interface testing using in cross platform environment or test stubs provided/end points where systems are not available).
	Automated interface testing 0 %.	Automated interface	Manual interface testing 50 %	Manual interface testing 25 % Automated test data set-up 75%	100% Automated test data set-up.
	Manual interface testing 100 %	testing 25 %	Automated test data set-up 50%		Frequency: On demand.
	Automated test data set-up 0%	Manual interface		Frequency Fortnightly	50% Trend reduction in E2E defects.
	Frequency Prior to release to QA	testing 75 %	Frequency Fortnightly		Defect turnaround average < 24 hrs.
		Automated test data set-up 25%			
		Frequency Fortnightly			
Tools	Manual	JUnit etc	JUnit etc	JUnit etc	JUnit etc
Evidence Required	Documented evidence of aligned sprint plan & interface testing	Auto-generated online sprint plan and test reports	Auto-generated online sprint plan and test reports	Auto-generated online test reports	Auto-generated online test reports 50% trend reduction year on year.

Page 12

6.6:   Test Driven Development

	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	Plan in place to adopt TDD. Clear understanding of TDD terminology TDD Framework built.	The Regression pack is extended for all new features before coding. Unit level test harnesses identified, configuration managed & built into application build. Unit test harnesses data driven	The Regression pack extended for all new features before coding. Unit level testing 50% automated	The Regression pack extended for all new features before coding. Unit level testing 100% automated. Re-factoring of code when building new features.	The Regression pack extended for all new features before coding. Unit level testing 100% automation. Re-factoring of code when building new features. Opportunistic refactoring of legacy code. 100% testing of component stories and Acceptance-Criteria signed off. Test pack is included as part of the deployment package.
Tools	JUnit etc	JUnit etc	JUnit etc	JUnit etc	JUnit etc
Evidence Required	Plan documented, evidence of training	Auto-generated online test reports, evidence of continuing training	Auto-generated online test reports, evidence of continuing training	Auto-generated online test reports	Auto-generated online test reports

6.7:   Non Functional Testing

	Level 1	Level 2	Level 3	Level 4	Level 5
Criteria	Capacity planning (memory, CPU, I/O, disk space, response times) of change impact Basic estimation model based on experience	Re-use of regression test harness to prove basic estimation model. Extrapolated live performance estimates from 10% scale data Frequency prior to release to E2E. Covering the following **Performance testing:** Load testing Stress testing Soak testing Spike testing Configuration Testing Isolation testing	Incorporated into basic estimation model. Covering the following Performance testing: Security Testing: Re-factoring based on results of performance testing	Perform the NFR testing which includes the following parameters: Covering the following: Performance Availability Security Scalability (vertical & Horizontal) Re-factoring based on results of performance testing	Perform the NFR testing which includes the following parameters: Covering the following: Performance Scalability (vertical & Horizontal) Reliability Availability Extensibility Maintainability Manageability Security Re-factoring based on results of performance testing
Tools	JMeter, Load-runner, App scan etc	JMeter, Load-runner, App scan etc	JMeter, Load-runner, App scan etc	JMeter, Load-runner, App scan etc	JMeter, Load-runner, App scan etc
Evidence Required		Auto-generated performance test results linked to basic performance automation model	Auto-generated performance test results linked to basic performance automation model	Auto-generated performance test results linked to basic performance automation model	Auto-generated performance test results linked to basic performance automation model

7: Implementing Agile Processes Tools

The following tools are used for the various processes listed on left

- Requirements Collaboration - Jira
- Test Planning & Testing - Test link & Jira
- Change Management - Jira
- Backlog Management - Jira/Grasshopper
- Daily standup & Project Tracking - Jira
- Source Code Management - SVN
- Continuous Integration - Jenkins

Page 15

8: Product – Release and Branching

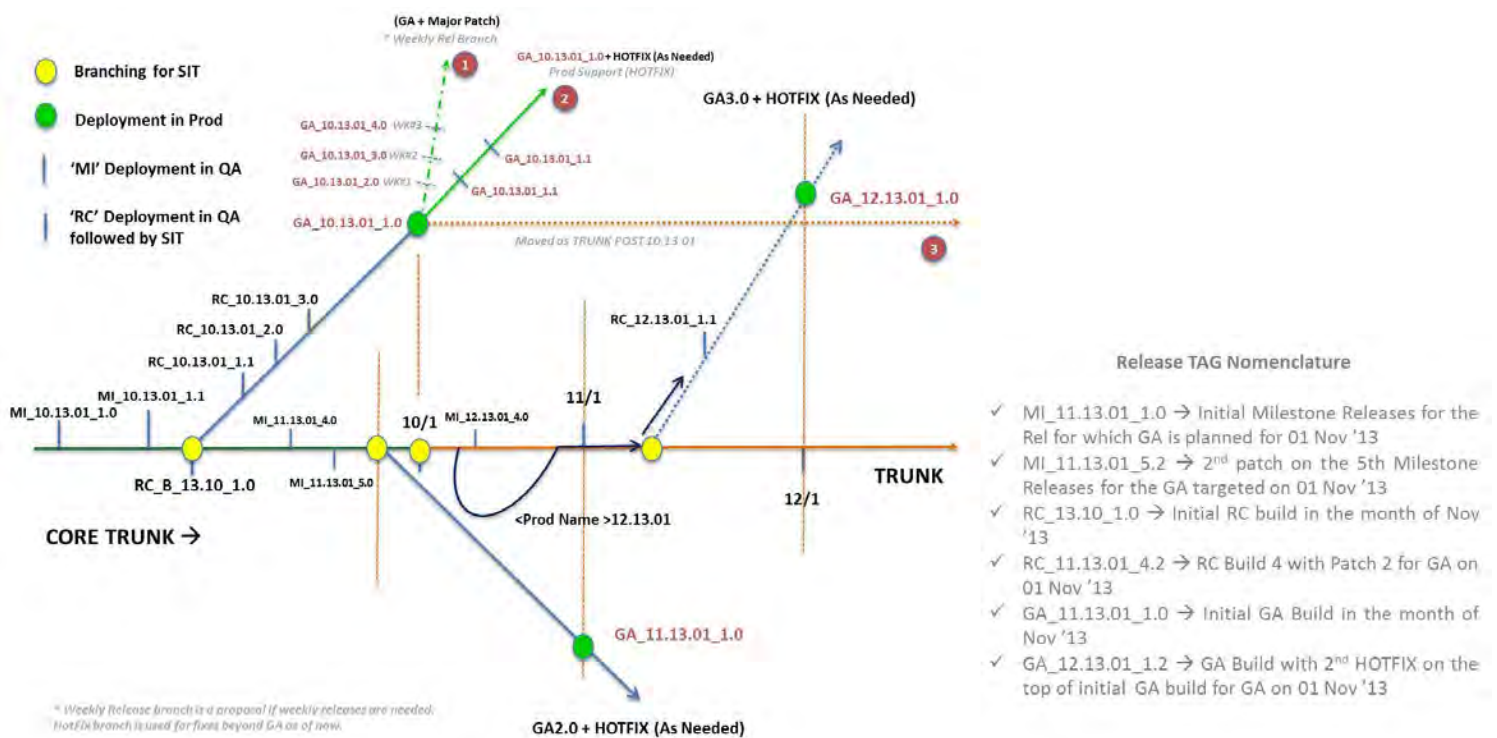The following is the generic release and branching strategy used at hCentive.

Fig 7: Branching & Release Strategy

The below figure depicts the naming convention used for the branch.

Exhibit D
Quality Control Standards

[see attached]

Defect Management

hCentive

Copyright Information

Corporate Headquarters

hCentive, Inc.
12355 Sunrise Valley Drive, Suite 310
Reston, VA 20191

Contact Us

Phone: 800-984-7952
Sales: sales@hcentive.com
Support: media@hcentive.com
Partnerships: partnerships@hcentive.com

http://www.hcentive.com

Table of Contents

1:   Objective

This document is a guide for the defect management process. It provides guidelines for logging and tracking defects through the Software Development Life Cycle.

The goal of logging and tracking defects is to efficiently resolve and close defects in the proper priority and with a minimal amount of effort. Efficiency of the overall defect resolution process is greatly impacted by the quality and accuracy of the information in the defect report.

This document is intended to set up a standard process to be used across hCentive product and implementation lines. Each QA Manager/Lead is expected to review this document and implement this process.

2:   Defects Logging and Tracking

A defect occurs when the application does not produce the expected result after a clear set of steps. All defects found during the course of testing will be logged into JIRA. All defects will be reviewed during project triage sessions to make sure each defect is assigned a priority and a relevant owner.

All tickets will be planned and scheduled for a release based on the assigned priority. Any tickets for defects logged for release will have to be resolved based on the assigned priority for the release to be considered ready.

3:   Required Fields When Logging Issues

Field	When Required	Who Fills Out	Selection Enforced By JIRA	Selection Not Enforced By JIRA	Description
Type	Create Issue	Tester/ Product Owner/BA	x		Whether the issue is a defect or an improvement
Reported By	Create Issue	Tester/ Product Owner/BA	x		• Customer name, if the defect is customer reported • Developer name, if the defect is from failed Unit Tests • Quality Assurance (QA) name for any other defects
Affects Version	Create Issue	Tester	x		Version number in which the issue was discovered
Summary	Create Issue	Tester	x		
Description	Create Issue	Tester	x		
Environment Found In	Create Issue	Tester	x		Whether the issue is in QA, Integration, User Acceptance Testing (UATO, Production, or Performance Test environment
Testing Type	Create Issue	Tester		x	Test suite name during execution of which the issue was discovered; e.g., smoke, regression, performance, security, or unit
Steps to Reproduce	Create Issue	Tester	x		

Field	When Required	Who Fills Out	Selection Enforced By JIRA	Selection Not Enforced By JIRA	Description
Severity	Create Issue	Tester		x	
Build Found In	Create Issue	Tester		x	Build number in the release version where the issue exists
Browser	Create Issue	Tester		x	Name of all browsers with version numbers on which issue exists
Operating System	Create Issue	Tester		x	Name of all operating systems (OS) with version numbers for which the issue exists
Link	Create Issue	Tester		x	
Test Case ID	Create Issue	Tester		x	The TestLink Test Case ID
Attachments (Image or Video Capture)	Create Issue	Tester		x	
Fix Version	Start Progress	Project Manager	x		Version in which the issue has been fixed or is planned to be fixed by development
Developer	Start Progress	Developer	x		Name of the developer who fixed/resolved the issue
Tester	Close Issue	Tester	x		Name of tester who logged the issue
Priority	Create Issue	Project Manager		x	See below

Field	When Required	Who Fills Out	Selection Enforced By JIRA	Selection Not Enforced By JIRA	Description
Code Impact	Resolve Issue	Developer	x		Functionality/features that are impacted based on the code change
Build Fixed In	Resolve Issue	Developer		x	Build number of the release version in which issue was fixed
Code Review	Resolve Issue	Developer	x		Yes or No
Code Reviewer	Resolve Issue	Developer	x		Name of the code reviewer
Comments (Code Review)	Resolve Issue	Developer	x		Code review comments added by reviewer
Resolution	Resolve Issue	Developer	x		Fixed, Duplicate, Cannot Reproduce, Won't Fix, or Incomplete
RCA		Developer, Tester	x		• Completed by the Developer when fixing an issue; this is a mandatory field with a pre-populated list of values • Completed by Tester to for production-reported issues

3.1:   Ad Hoc Testing & Test Cases

If a defect is logged through ad-hoc testing and does not pertain to a specific test case, Testers should enter 'ad hoc' in the **Test Case ID** field. The Tester should create or modify a Test Case or Test Data as the case may be used in the future. The Test Case ID should be updated with the appropriate ID once the test case has been reviewed.

3.2:   Release Versions

For every project, the release numbers should be used when indicating the **Affects Version** to report the version found in, and **Fix Version** for the version assigned to when it is targeted to be fixed and verified.

3.3:   Guidelines for Defect Reporting

A good defect entry is specific and reproducible, and it contains all the information needed by a developer to quickly:

- Bullet Level 1

- Isolate

- Analyze

- Debug

- Fix and verify the defect in his own environment

A good defect entry provides all the necessary information to reproduce the defect and details any other action taken after the discovery of the defect. Some of the actions to take for defect reporting are to:

- Provide specific conditions and data that cause the defect. Provide specific data values, entered, configuration changes made, if any, and steps to reproduce the defect.

- Describe how the actual results differ from the expected results.

- Capture and provide the exact error message/exceptions received. Whenever feasible, capture and provide all the details of the error/exception messages.

- Provide appropriate sections of log files.

- Describe whether this is happening in the current release or it was fixed in a previous release and happens again.

- Provide load characteristics on the system if related to performance.

- Provide a good summary of the defect in the **Title** field. Be as specific as possible in the title. Text such as "Not able to find OK button" is discouraged.

- Provide any preliminary or diagnostic actions taken (and their output/results) to narrow down or isolate the defect.

4:   Defect Classification

Adhere to the following guidelines when determining how to classify the **Severity** and **Priority** in the JIRA workflow. A common standard is used across all projects so that defect metrics across projects are relevant.

- **Severity** answers the question: "How broken is it?"

- **Priority** answers the question: "How soon should it be fixed?"

The following chart describes who is responsible for the initial classification of each defect and who is responsible for verifying that the initial classification is correct:

Classification	Responsible for Initially Classifying	Responsible for Verifying Classification
Priority	Automatically defaults to Minor in JIRA	Triage group collectively sets
Severity	Tester classifies upon logging a defect	Triage group collectively confirms

The following chart lists the potential options for classifying defects on the basis of **Priority**:

Priority	Description
Blocker (P1)	**Completely stops execution** of a test. Failure prevents access to some of the features or failure of a key feature renders the product unusable from an end user perspective. Must be fixed immediately to continue testing. A User Story cannot be marked complete and accepted if there is an open Blocker against it.
Critical (P2)	**Must be fixed in current release**. A User Story cannot be marked complete and accepted if there is an open Critical against it.
Major (P3)	**Expected to be fixed in current release**. Requires approval of an Engineering Board to be deferred to a future release. A User Story cannot be marked complete and accepted if there is an open Major against it.
Minor (P4)	**Not expected to be fixed in current release** but would be ideal if addressed.

The following chart lists the potential options for classifying defects on the basis of **Severity**:

Severity	Description
1-Critical	**Entire application** is unusable and no workarounds are available.
2-High	**Major feature** is unusable and either no workarounds are available or only a difficult workaround is available.
3-Medium	**Minor feature impacted** with an acceptable workaround.
4-Low	Usability or cosmetic issue.

5:   Defect Life Cycle

The following diagram illustrates the defect life cycle.
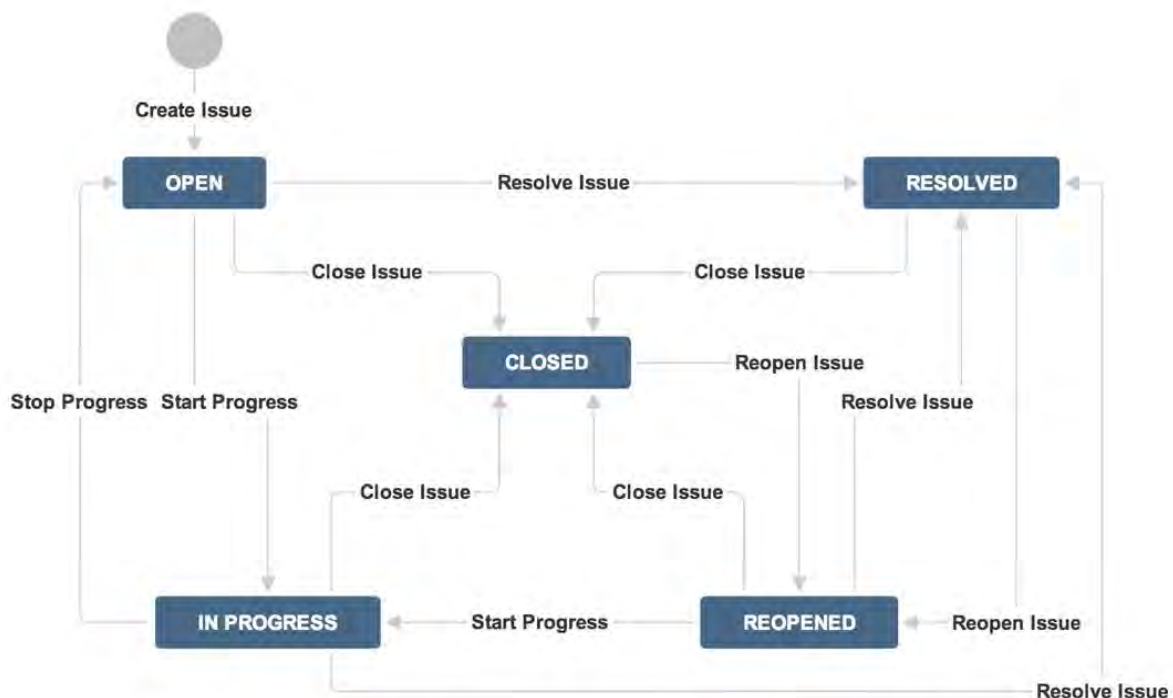
6:   Description of Status in JIRA

The following chart lists the potential status for each defect.

Status in JIRA	Owner (Who Moves Ticket to Next Step)	Description
Open	Dev	A defect that has been newly logged and has to be worked on by a Developer, or a Developer has stopped progress and returned the ticket to Open status.
In Progress	Developer	Developer has begun work on the defect or feature but has not yet fixed or deployed it for testing.
Resolved	Tester	Developer has fixed the defect or deployed the feature for testing and it has been pushed to a Tester for verification.
Accepted	Defect Reportee/Tester	QA has verified that a fix has been implemented for a customer-reported defect. The defect will be marked as closed once the customer confirms the fix is working properly.
Reopened	Developer	QA has found that the fix provided is not complete and the defect still exists, or during the testing, QA discovers a defect that was previously fixed.
Closed		QA has verified the defect as fixed.

7:   Resolution

The following table lists the potential **Resolutions** when the status of the defect is changed to **Fixed**.

Resolution	Description
Unresolved	Default resolution when a new issue is logged.
Fixed	A fix for this issue has been implemented.
Won't Fix	This issue will not be fixed; e.g., it may no longer be relevant.
Duplicate	This issue is a duplicate of an existing issue. It is recommended that you create a link to the duplicated issue.
Incomplete	There is not enough information to work on the issue.
Works As-Designed	Not a defect; works as per the requirement.
Cannot Reproduce	This issue could not be reproduced at this time, or not enough information was available to reproduce the issue. If more information becomes available, reopen the issue.

Page 9

8: Defect Triage

A defect triage meeting is held by the Cross-Functional Team (CFT); consisting of the QA Manager/Lead, Project Manager, Product Manager/BA and Development Manager/Lead. The objective of the meeting is to prioritize and track the defects to be addressed, ensuring timely and accurate resolution. The defects are prioritized to determine when fixes are to be released, the difficulty of the fix, and the difficulty of retesting.

A defect triage should be held regularly during the testing cycle of a project. The frequency and the number of occurrences will vary from project to project, but are typically based on the number of defects being reported, the overall project schedule, and the current status of the project (i.e., Red, Yellow, or Green Status). The recommended frequency for triage meetings is daily/weekly, but more often if the number of defects reported is high; the triage team should not have more than 20-25 defects to review during a meeting.

During the triage meeting, each defect should be discussed, even those that are rated at a lower priority. The Developer should present the level of complexity and the risk associated with fixing each defect. QA should present the level of testing effort required based on the impact of the changes as advised by the developer. The CFT can then decide which defects should be addressed immediately or which that can wait for a future release.

Triaging a defect involves:

- Making sure the defect is understandable and has enough information for the Developers.

- Making sure the defect is filed in the correct place.

- Making sure the defect has appropriate **Severity** and **Priority** values.

The following is a sample defect triage report. The main objectives for this triage meeting is to:

- Establish the defect priority (prefix in the Summary column P1, P2, etc.)

- Establish a target release build

Issue Type	Jira ID	Summary	Status	Resolution	Target Release
Defect	WEMHA-539	P1 | UAT | HOP2 | Premium Amount is not displayed in Fileboubd PDF.	Resolved	Won't Fix	UAT_Patch1_8/12
Defect	WEMHA-535	P2 | SIT | Location of Individual Lead file(Custom) is not correct, files are dropping @ /Test folder.	Closed	Duplicate	UAT_Patch2_8/19
Bug	WEMHA-533	P2 | PHIX | SHOP | HOP2 | ENROLLMENT | Missing PARTB Medicare Effective date in 2000 loop	Closed	Fixed	UAT_Patch1_8/12
Task	WEMHA-531	P2 | PHIX | Lead(Individual/Group) | Invalid file naming convention allowed	Resolved	Fixed	UAT_Patch2_8/19
Defect	WEMHA-530	P1 | Broker NPN missing in individual EDI.	Resolved	Fixed	UAT_Patch1_8/12
Defect	WEMHA-529	P1 | HOP2 | Different transaction types are being displayed for same file.	Resolved	Fixed	UAT_Patch2_8/19
Defect	WEMHA-527	P2 | In the 2300 Loop, REF01 is being passed for "CE" from the Private Exchange	Resolved	Fixed	UAT_Patch2_8/19
Bug	WEMHA-518	P1 | PHIX | ENROLLMENT | HOP2 | Insrurance Type handling for COB & Birth Sequence Number	Closed	Fixed	UAT_Patch1_8/12
Bug	WEMHA-409	P2 | PHIX | SHOP | ENROLLMENT | HOP3 | multiple entries EnrollmentTxn tags in generated XML for single subscriber with multiple dependents.	Open	Unresolved	Before_11/15
Improvement	WEMHA-401	P2 | PHIX | SHOP | ENROLLMENT | HOP3 | MC400 FTP event FTPS_HA_HOP3_ENRL_MC400_TOXML.	Open	Unresolved	Before_11/15

9:   Root Cause Analysis

Root Cause Analysis (RCA) is done to identify what introduced the defect in the application and identify the steps that, if taken, would prevent reoccurrence of the defects. A root cause is typically a missed action, an action performed incorrectly, or a lack of inputs, such as unclear requirements or a lack of guidelines. The RCA results in a determination of actions, usually more than one, that will prevent reoccurrence.

The following list will be used for the **RCA** field:

Classification	Description
Requirements	The defect was caused by an incomplete or ambiguous requirement with the resulting assumption differing from the intended outcome.
Design Error	The design differs from the stated requirements or is ambiguous or incomplete, resulting in assumptions.
Code Error	The code differs from the documented design or requirements or a syntactic or structural error was introduced during coding.
Test Error	The test as designed was incorrect (deviating from stated requirements or design) or was executed incorrectly, or the resultant output was incorrectly interpreted by the tester, resulting in a defect logged in error.
Configuration	The defect was caused by an incorrectly configured environment or data.
Existing Defect	The defect is existing behavior in the current software (this does not determine whether or not it is fixed).
Deployment	The defect was caused by incorrect installation or deployment of the software or by a missed step in the installation instructions during deployment.
User Error	The defect was caused by the incorrect use of the feature by the user/client.
Test Data Error	The data used to run the test was incorrect.

10: Linking Defects

- **Linking with requirement**: A defect should be linked to its base requirement (JIRA ticket).

- **Linking with customer-reported issue**: For customer-reported issues, the link defect is logged by the QA team to help track it to closure.

- **Multi-project linking**: The link defect is dependent on another interface, application, or product.

11: Unit Testing Defects

Unit testing defects should be logged in JIRA and Developers should select **Dev** in the **Environment Selection** field.

Developers are responsible for providing all of the same information that Testers typically provide when submitting a defect.

12: Performance Testing Defects

Performance testing defects should be logged in JIRA, and Developers should select **Performance Test** in the **Found Via** selection field.

Performance Engineers are responsible for providing all of the same information that Testers typically provide when submitting a defect.

13: UAT Defects

User acceptance testing (UAT) defects should be logged in JIRA. When creating ticket, Testers should select **UAT** in the **Environment Found In** field.

14: Defect Dashboard

Various dashboards can be created to display summary information for a project's defect data and track the progress. Gadgets can be configured to display the relevant defect/issue details and added to the dashboard, providing a central location for quick access to this information.

The following sections show the defect dashboard that each project can create (projects are not limited to these lists).

14.1:   Priority-wise Defect Data

Two Dimensional Filter Statistics: New Issues - Product Team - MR6

Resolution	Priority					
	🚫 Blocker	↑ Critical	↑ Major	↓ Minor	↓ Trivial	T:
Unresolved	1	1	1	1	0	4
Fixed	4	4	21	22	4	55
Won't Fix	6	4	3	2	0	15
Duplicate	1	3	0	0	0	4
Cannot Reproduce	0	1	2	0	0	3
Total Unique Issues:	**13**	**13**	**27**	**25**	**4**	**82**

Showing **5 of 6** statistics.   Show more
Filter: New Issues - Product Team - MR6

14.2:   Open/Resolved Defect Data

Two Dimensional Filter Statistics: New Issues - Product Team - MR6 - CR's/Improvements

Resolution	Priority				
	🚫 Blocker	↑ Critical	↑ Major	↓ Minor	T:
Unresolved	1	1	1	1	4
Fixed	2	2	8	4	16
Total Unique Issues:	**3**	**3**	**9**	**5**	**20**

Showing **2 of 2** statistics.
Filter: New Issues - Product Team - MR6 - CR's/Improvements

14.3:   Component-wise Defect Data

Components	Priority					
	🚫 Blocker	⬆ Critical	⬆ Major	⬇ Minor	⬇ Trivial	T:
WEM UI	0	5	8	20	4	37
Enrollment Services	0	3	7	7	0	17
EDI Validation	6	0	1	0	0	7
Enrolment Processing - BPM	2	2	3	0	0	7
Reconciliation	0	1	3	1	0	5
Build - Environment	1	2	0	0	0	3
Core Services	0	0	1	2	0	3
No component	0	2	1	0	0	3
Dashboard & Reports	0	2	0	0	0	2
Groups - BPM	2	0	0	0	0	2
Mappers - Enrollment	0	1	1	0	0	2
Mappers - Payment	1	0	1	0	0	2
Documentation	0	0	0	1	0	1
General	0	1	0	0	0	1
Payments - Services	0	0	1	0	0	1
Performance - Adeptia	0	1	0	0	0	1
Total Unique Issues:	**12**	**20**	**26**	**31**	**4**	**93**

Two Dimensional Filter Statistics: Hop1/4: New Issues: MR6

Showing **16** of **16** statistics.   Show less
Filter: Hop1/4: New Issues: MR6

Performance Testing Approach

hCentive

Copyright Information

© 2014 by hCentive, Inc. All rights reserved.

Corporate Headquarters

hCentive, Inc.
12355 Sunrise Valley Drive, Suite 310
Reston, VA 20191

Contact Us

Phone: 800-984-7952
Sales: sales@hcentive.com
Support: media@hcentive.com
Partnerships: partnerships@hcentive.com

http://www.hcentive.com

Table of Contents

1: Executive Summary

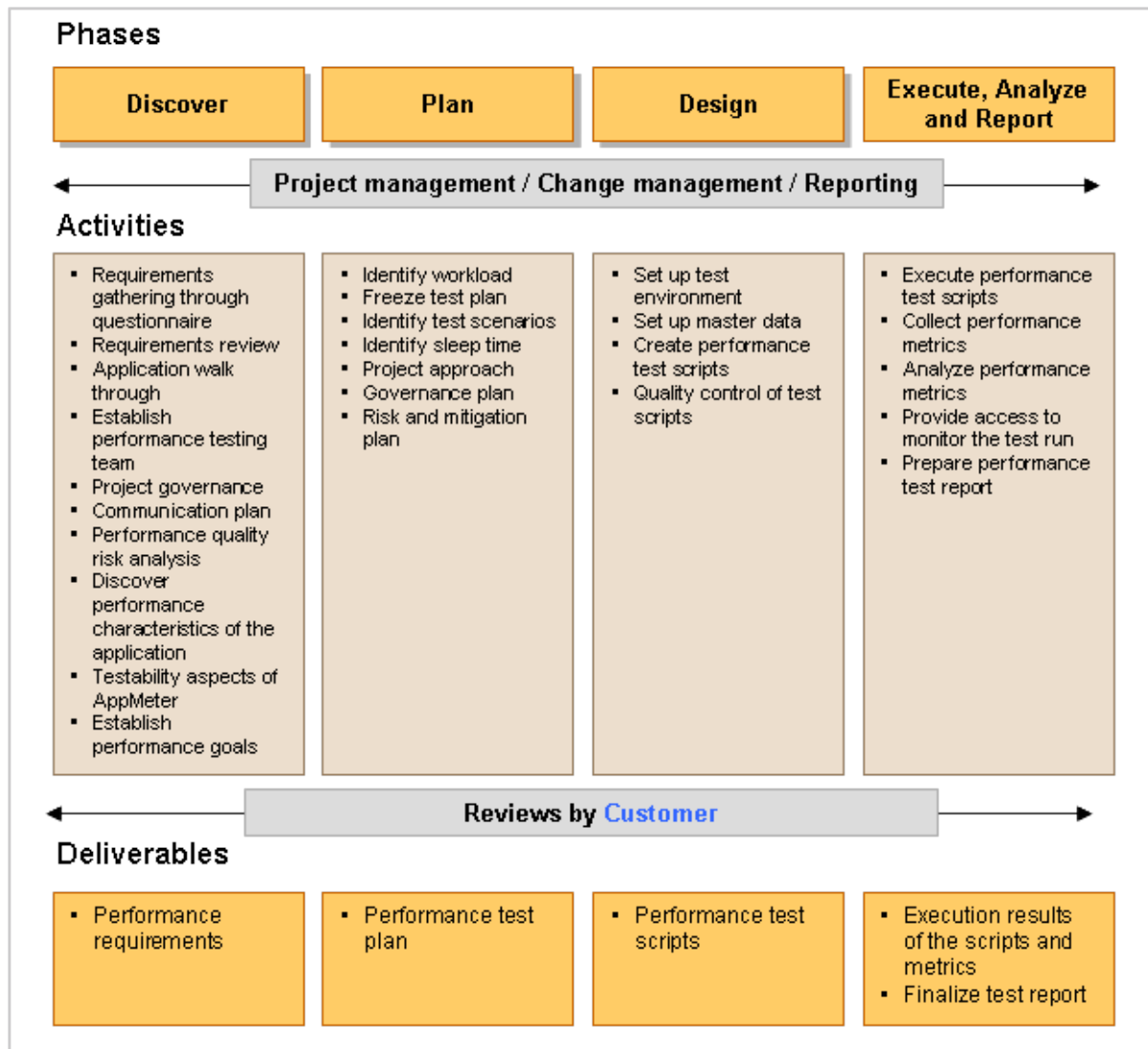This document outlines the proposed approach for performance testing the Public Exchange platform.

The main reason for performance testing the Public Exchange platform is to ensure that the application can perform well in a live environment with the load that we expect on the Public Exchange (CSC data can be referred).

2: Performance Test Process and Strategy

hCentive has a well-defined and structured performance testing process that will be adopted in testing the Public Exchange product. hCentive proposes to execute this project in a phased manner for better control and predictability.

The phases are 'Discover', 'Plan', 'Design', 'Execute, Analyze and Report', each with clear deliverables and activities. The following figure depicts hCentive's proposed execution approach.

Phases

Discover	Plan	Design	Execute, Analyze and Report

← Project management / Change management / Reporting →

Activities

• Requirements gathering through questionnaire • Requirements review • Application walk through • Establish performance testing team • Project governance • Communication plan • Performance quality risk analysis • Discover performance characteristics of the application • Testability aspects of AppMeter • Establish performance goals	• Identify workload • Freeze test plan • Identify test scenarios • Identify sleep time • Project approach • Governance plan • Risk and mitigation plan	• Set up test environment • Set up master data • Create performance test scripts • Quality control of test scripts	• Execute performance test scripts • Collect performance metrics • Analyze performance metrics • Provide access to monitor the test run • Prepare performance test report

← Reviews by Customer →

Deliverables

• Performance requirements	• Performance test plan	• Performance test scripts	• Execution results of the scripts and metrics • Finalize test report

3: Performance Test Scope

1- For the following modules, load test critical transactions and measure their response time during peak and average load of the Individual Portal and the Employer Portal:

- Pre-screening Flow
- Detail Eligibility Flow
- Quotes Page
- Enrollment Setup
- Enrollment Application

2- Develop load generation scripts using JMeter.

3- Create a performance test environment.

4- Create test data (large volume).

5- Collect test results.

4: Performance Test Strategy

4.1:   Type of Performance Tests Performed

- **Load Test**: Exert constant user load for a relatively shorter duration; Behaviour at various loads

- **Stress Test**: Start with a low user load and then increment the user load with a fixed number of users at a regular interval; Break Point

- **Endurance Test**: Exert constant user load for a prolonged duration; Memory Leaks

- **Volume Test**: Exert constant user load for multiple iterations with different database volumes each time; Behaviour at various DB volumes

- **Scalability Test**: Start with a low user load and then increment the user load with a fixed number of users at a regular interval; Max TPS

4.2:   Performance Goals

From an application user perspective, the performance goal is 'Response Time of Business Transactions'. From an application owner perspective, the performance goal is 'Transaction Throughput'.

Each business transaction will be tested for the following number of concurrent users – 5, 10, 50 and 100 – with a ramp-up time of 0 seconds.

One concurrent thread will simulate the 10 virtual concurrent users, meaning the application is tested for a maximum of 1,000 virtual users (100 concurrent threads).

If we assume that one user will take 10 minutes to complete his/her eligibility and enrollment, 1000 virtual users will complete the same within 10 minutes. Therefore, we will test the application's performance when completing 100 business transaction per minute.

1: WebInsure Application Security Testing Methodology

Total Number of Tests: 93
Manual Tests: 32

Test Area	S. No.	Test Cases	Method	Tool / Method
Infrastructure and Platform Analysis	1	Review Webpage Comments and Metadata for Information Leakage	Automated	AppScan
	2	Identify Application Entry Points	Automated	AppScan
	3	Test Application Platform Configuration	Manual	AS-001
	4	Test File Extensions Handling for Sensitive Information	Automated	AppScan
	5	Enumerate Infrastructure and Application Admin Interfaces	Automated	AppScan
	6	Test HTTP Methods	Automated	AppScan
	7	Testing for Database credentials/connection strings available	Manual	AS-003
	8	Test Content Security Policy	Manual	AS-002
	9	Test HTTP Strict Transport Security	Manual	AS-004
	10	Test RIA Cross Domain Policy	Manual	AS-005
Identity Management, Authentication, Authorization Testing	11	Test Role Definitions	Manual	AS-020
	12	Test Unique User Registration Process	Manual	AS-021
	13	Testing for Account Enumeration and Guessable User Account	Automated	AppScan
	14	Testing for Weak or Unenforced Username Policy	Manual	AS-022
	15	Test Account Suspension Process/Weak Lock out mechanism	Manual	AS-023
	16	Testing for Credentials Transported over an Encrypted Channel	Manual	AS-025

Test Area	S. No.	Test Cases	Method	Tool / Method
Identity Management, Authentication, Authorization Testing (cont.)	17	Testing for Default Credentials	Automated	AppScan
	18	Testing for Bypassing Authentication Schema	Automated	AppScan
	19	Testing for Brute Force	Automated	AppScan
	20	Test Remember Password Functionality	Automated	AppScan
	21	Testing for Browser Cache Weakness	Manual	AS-024
	22	Testing Man in the Middle Attack	Manual	AS-025
	23	Testing Routing Detour/Web Services Security Testing	Automated	AppScan
	24	Testing for Weak Password Policy	Manual	AS-026
	25	Testing for Weak Security Question/Answer	Manual	AS-027
	26	Testing for Weak Password Change or Reset Functionalities	Manual	AS-029
	27	Testing for Weaker Authentication in Alternative Channel	Manual	AS-028
	28	Testing Directory Traversal/File Include	Automated	AppScan
	29	Testing for Bypassing Authorization Schema	Automated	AppScan
	30	Testing for Privilege Escalation	Manual	AS-019
	31	Testing for Insecure Direct Object References	Automated	AppScan
	32	Testing for Content Spoofing	Automated	AppScan
Data Validation Testing	33	Testing for Reflected Cross Site Scripting	Automated	AppScan
	34	Testing for Stored Cross Site Scripting	Automated	AppScan
	35	Testing for HTTP Verb Tampering	Automated	AppScan
	36	Testing for HTTP Parameter Pollution	Automated	AppScan
	37	Testing for Unvalidated Redirects and Forwards	Automated	AppScan

Test Area	S. No.	Test Cases	Method	Tool / Method
Data Validation Testing	38	Testing for SQL Injection	Automated	AppScan
	39	Oracle Testing	Automated	AppScan
	40	MySQL Testing	Automated	AppScan
	41	SQL Server Testing	Automated	AppScan
	42	Testing PostgreSQL	Automated	AppScan
	43	MS Access Testing	Automated	AppScan
	44	Testing for NoSQL Injection	Automated	AppScan
	45	Testing for LDAP Injection	Automated	AppScan
	46	Testing for ORM Injection	Automated	AppScan
	47	Testing for XML Injection	Automated	AppScan
	48	Testing for SSI Injection	Automated	AppScan
	49	Testing for Mail Command Injection	Automated	AppScan
	50	Testing for Null Byte Injection	Automated	AppScan
	51	Testing for XPath Injection	Automated	AppScan
	52	IMAP/SMTP Injection	Automated	AppScan
	53	Testing for Code Injection	Automated	AppScan
	54	Testing for Local File Inclusion	Automated	AppScan
	55	Testing for Remote File Inclusion	Automated	AppScan
	56	Testing for Command Injection	Automated	AppScan
	57	Testing for Buffer Overflow	Automated	AppScan
	58	Testing for Heap Overflow	Automated	AppScan
	59	Testing for Stack Overflow	Automated	AppScan
	60	Testing for Format String	Automated	AppScan
	61	Testing for incubated Vulnerabilities	Automated	AppScan
	62	Testing for HTTP Splitting/Smuggling	Automated	AppScan
Client Side Testing	63	Testing for DOM-based Cross Site Scripting	Automated	AppScan

Test Area	S. No.	Test Cases	Method	Tool / Method
Client Side Testing	64	Testing for JavaScript Execution	Automated	AppScan
	65	Testing for HTML Injection	Automated	AppScan
	66	Testing for Client Side URL Redirect	Automated	AppScan
	67	Testing for CSS Injection	Automated	AppScan
	68	Testing for Client Side Resource Manipulation	Automated	AppScan
	69	Test Cross Origin Resource Sharing	Automated	AppScan
	70	Testing for Cross Site Flashing	Automated	AppScan
	71	Testing for Clickjacking	Automated	AppScan
	72	Testing WebSockets	Manual	AS-030
	73	Test Web Messaging	Automated	AppScan
Session Management Testing	74	Testing for Cross Site Request Forgery	Manual	AS-018
	75	Test for Bypassing Session Management Schema / Session Token Strength	Manual	AS-017
	76	Testing for Logout Functionality	Manual	AS-016
	77	Test Session Timeout	Manual	AS-015
	78	Test multiple concurrent sessions	Manual	AS-014
	79	Testing for Session Fixation	Automated	AppScan
	80	Testing for Session Puzzling	Manual	AS-013
Business Logic Testing	81	Test Ability to Forge Requests	Manual	AS-012
	82	Test Integrity Checks	Manual	AS-011
	83	Test Defenses Against Application Mis-use	Manual	AS-010
	84	Test Upload of Unexpected File Types	Manual	AS-009
	85	Test Upload of Malicious Files	Manual	AS-008
Cryptography	86	Testing for Insecure Encryption / Usage	Automated	AppScan
	87	Testing for Weak SSL/TSL Ciphers, Insufficient Transport Layer Protection	Automated	AppScan

Test Area	S. No.	Test Cases	Method	Tool / Method
Cryptography	88	Testing for Sensitive Information Sent via Unencrypted Channels	Automated	AppScan
Logging	89	Test User-Viewable Log of Authentication Events	Manual	AS-007
	90	Test time Synchronization	Manual	AS-006
Error Handling	91	Analysis of Error Codes	Automated	AppScan
	92	Analysis of Stack Traces	Automated	AppScan
Emergency Access	93	Testing for Emergency access in Case of Lost of Account	Manual	AS-031

2: Application Security Testing Process

As a process, we recommend to run multiple rounds of Security Testing before an application is rolled out to a production environment. Testing should be performed during the QA Cycle, before releasing to UAT, and before releasing to Production.

It is mandatory to get a security sign-off before releasing any application to the production environment, and the procedure mentioned below should be followed for every release.

If for any reason this process is not being followed for a release, an exceptional approval will be required from Ritesh Dugar and Tarun Upadhyay.

2.1:   Step 1: Check Scanning Platform Availability

The first step in the testing process is to verify platform availability. You can reference the Application Security Calendar to verify the availability of the scanning platform. Once verified, you may proceed to the next step.

Important: It may take up to 12 hours to complete a single application scan. Due to the limitation of licenses, we can only run one scan at a time.

Please book scanning time accordingly, as we will not be able to support any overlaps during the test. As a best practice, we recommend that you book the Application Scanning Platform at least two weeks in advance.

2.2:   Step 2: Open an InfoSec JIRA Ticket to Book Scanning Platform

When the schedule is decided, based on platform availability, submit a JIRA ticket for the Information Security project and assign the Application Security Scan category. You may click here to instantly open a ticket.

This ticket is ONLY for managing and tracking the Application Security Testing process and should not be used to report bugs identified during the testing process. Please use your existing JIRA projects for bug reporting and fixing. You must add the INFOSEC jira ID to those issues.

When creating a ticket to submit, please include the following details:

  ➢ Product
  ➢ Project/Client
  ➢ Application release version
  ➢ Testing environment
  ➢ Contact information:

Note: The JIRA ticket should look similar to the following: AppSec KY-HIX v2.3.1
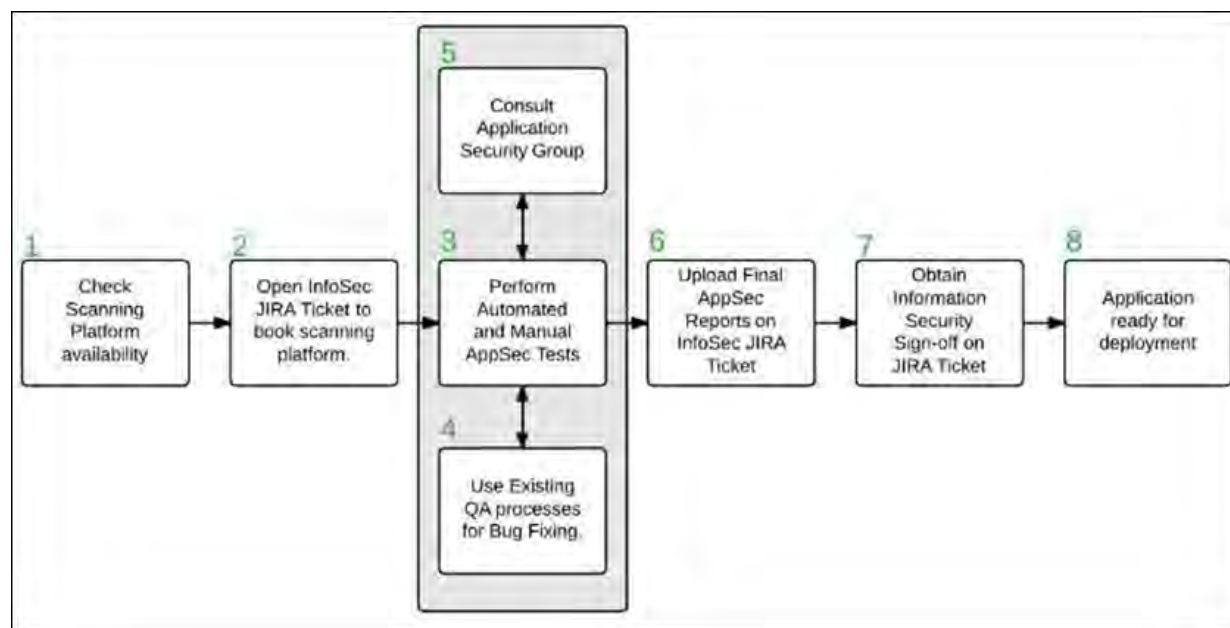
Figure 2.1: Application Security Testing Procedure

Steps 3, 4 and 5 are considered to be the core Application Security Testing steps and will involve multiple iterations between Development, QA, and the AppSec groups.

2.3:   Step 3: Perform Automated and Manual Appsec Tests

The hCentive AppSec Methodology v2.0 document contains 100 application security tests that are performed for the application to be deemed secured.

Total Number of Tests: 106
Automated Tests: 77
Manual Tests: 29

Note: For Full Scan, use the hCentive.scanttemplate. For Quick Scan/Weekly releases, use the hCentive Quick Scan.scant template.

2.4:   Step 4: Use Existing QA Processes for Bug Fixing

During the course of Application Security testing, all identified vulnerabilities should be treated as a bug in the application tracked using existing JIRA projects and QA processes. Also, you must add INFOSEC jira ID in the bug ticket.

Please DO NOT create Information Security tickets for AppSec Bug Tracking.

2.5:   Step 5: Consult Application Security Group

You may reach out to the Application Security Group during the course of an Application Security test cycle. The AppSec Group can help you with:

➢ AppSec tools
➢ False positives
➢ Report reviews
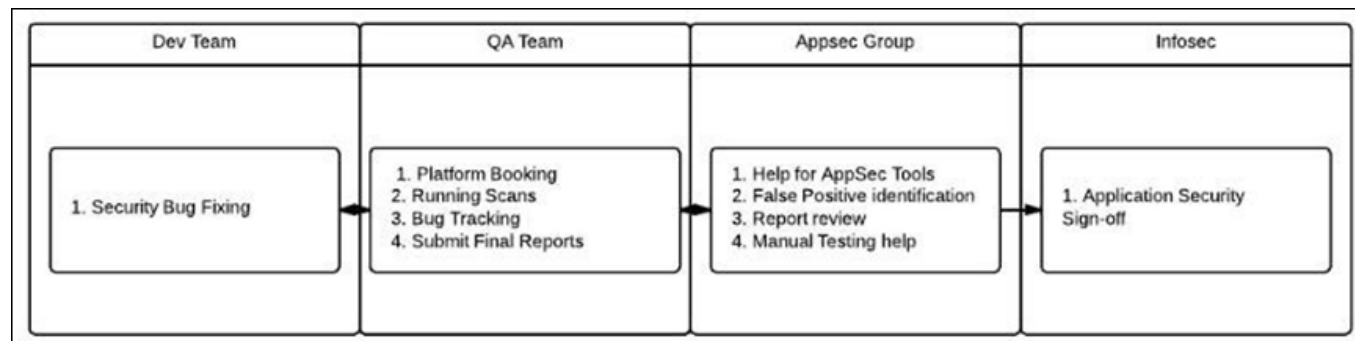➢ Manual testing
➢ Training requirements, etc.

Figure 2.2: Application Security Testing Responsibility Matrix

Application Security Group can be reached at appsec@hcentive.com and have following team members at this point:

➢ Shitesh Sachan
➢ Saurabh Mahendru
➢ Rohit Kumar Dhodi
➢ Ritesh Dugar

2.6:   Step 6: Upload Final Reports on InfoSec JIRA Ticket

Once all reported vulnerabilities are fixed by the Development team, a final report has to be uploaded to the InfoSec JIRA ticket (as mentioned in Step 2 of this process).

Reports should include all automated reports from Tools, and also include supporting evidence, if any, for manual tests.

2.7:   Step 7: Obtain Information Security Sign-off on JIRA Ticket

Once all reports are uploaded, the Information Security team will review the reports in detail and provide a sign-off on the InfoSec JIRA ticket, once satisfied. The sign-off may involve a brief meeting with Development and the QA team to explain the facts.

2.8:   Step 8: Application ready for deployment

Once an Information Security Sign-off is obtained, the application can be deployed to the Production Environment.

2.9: Important Points

- The responsibility of getting the Scanning Platform booked and scanning the application belongs to the QA Team of the respective project or product.
- Once requested through JiRA, the InfoSec team books the Scanning Platform for a maximum period of three working days. Based on availability, this time may be extended.
- The Application Scanning platform can be booked up to two weeks in advance. These restrictions have been put in place to ensure the proper allocation to all teams. Use the Application Security Calendar to check current allocations.
- Once the scanning is complete, the QA team needs to work with the Development team to close the identified security defects and should log the defects as security bugs in their respective JiRA projects only. All security defects should be logged separately and should be linked to the original Infosec ticket.
- The responsibility of fixing identified security bugs lies with the respective Development team only.
- The Application Security team will assist in any issues related to running the tools or any related help. The AppSec team is also responsible for analyzing the security report and providing a security sign-off for a production roll-out for the release.
- While reaching out to the Security team for an Application Security scan, please make sure to include the following information in the ticket: Product/Project name, Application/Component name, release version and testing environment.
- Include all related items to an application scan on one single InfoSec ticket so that request tracking can be easy. This includes Appscan/Burp reports, summary reports, Appscan schedule extension, etc.
- The Application Security team is available on a daily basis with full time support for any help. Schedule a meeting to contact the Application Security team. Current active members of the team include Rohit Dhodi, Shitesh Sachan and Saurabh Mahendru.

Test Case Management

Process Document

Version 1.0

September 2014

hCentive

Copyright Information

Corporate Headquarters

hCentive, Inc.
12355 Sunrise Valley Drive, Suite 310
Reston, VA 20191

Contact Us

Phone: 800-984-7952
Sales: sales@hcentive.com
Support: media@hcentive.com
Partnerships: partnerships@hcentive.com

http://www.hcentive.com

Table of Contents

1: Purpose of Document

This Test Case Management process document is designed for engineering groups involved in Software Development Life Cycle (SDLC) processes across hCentive. It will help readers understand the Test Case Management Process that should be followed for Test Planning, Test Design, Test Execution, and Test Reporting using TestLink.

This document is intended to help help coordinate and implement the process and to set up a standard process to be used across hCentive product and implementation lines.

- Each QA group owner will review this document and implement the process described, so that we can ensure to have uniformity in the Test Case Management Process across the organization.

- Testers will create and manage the Test Cases Repository and execute the Test Plans.

- QA Managers/Leaders will keep stakeholders up to date on current project status, any issues, and testing progress (available via reports).

2: Test Case Management – Process Flow

The following figure describes each phase of the Test Case Management Process.

Planning Phase
- Create Test Project in TestLink
- Define and assign roles to the team
- Define Platform, Keywords, Custom field definitions.
- Define the Test Specification structure - Test case repository

Design Phase
- Create Test Suite (folders) under Test Specification (Test case repository)
- Create Test Scenarios (high level and critical workflows) and Test Cases (more granular and atomic tests) in the Test Suites (folders represented as components/subcomponents)
- Review Test Cases (by QA Lead/Peers & BA)
- Walthrough the Test Cases to the Client (if planned)
- Assign Keywords to Test Cases

Execution Phase
- Create Test Plan (what to execute in test cycle) and Build by Test Lead
- Add Test Cases w.r.t Release scope in the Build
- QA Tester assignment to the executable Test Cases
- Execute Test Cases (by QA Testers)
- Link failed Test Cases with JIRA
- Create Test Cases for failed exploratory test scenarios

Reporting Phase
- Report Test Results
- Track Test Progress
- Evaluate Test Effectiveness

Note: Test Link Training will be separately handled.

2.1:   Planning Phase

2.1.1: Test Project Management

hCentive's Products and Implementation Projects will correspond to Test Projects in TestLink. The Admin/Leader can create Test Project in TestLink. Test Projects are independent and sharing of data is not permissible.

The following projects currently exist in TestLink:

BILLING
Delta Dental Project
Dentegra Mexico
ET - AHIP - Advance Health
ET - ALNT - Alliant
ET - COA - Direct Enrollment
ET - CVSP - Production Support
ET - CVT - Coventry Collab
FFM-SHOP
Geisinger Private Exchange
Health Alliance Exchange
KYHIX
Private Exchange
Public Exchange
Shared Services
Wellpoint
WEM Product - HOP1/4
WEM-DDWI
WEM-GHP
WEM-Guardian
WEM-HA
WEM-HN
WEM-RMHP
WEM-SHP
WEM-UHG
WPMS-WebInsure Plan Management System

2.1.2: Custom Field Management

Custom Fields can be created only by an Administrator at the system/organization level. These fields are viewable across all Projects but need to be assigned by the Leader to a project for the team to use it.

If a new Custom Field other than those listed below is needed, prior approval of QA managers (*Amit Chaturvedi for Implementation and Paroon Jain for Products*) is required.

The Custom Fields currently available in TestLink are as follows:

- Lead Review Status (Reviewed / Pending)
- Lead Review Comments
- BA Review Status (Reviewed / Pending)
- BA Review Comments
- Client Review Status (Reviewed / Pending)
- Client Review Comments
- Applicable HoP

2.1.3: Keyword Management

Keywords are ideal for filtering test cases and grouping test cases with some attributes. Keywords are created at the Project Level in TestLink, and Leads can add and assign Keyword based on the project requirements.

Suggested keywords that can be added across Projects to maintain uniformity are as follows:

- Functional
- Regression
- Sanity
- Performance
- Security
- Accessibility
- Usability
- Automation

2.1.4: Platform Management

A Platform is a unit that a test case can be executed on. It can be a browser or operating system (OS). Each Project needs to add, assign, and select Platforms based on Project requirements and scope.

Platforms are created at the Project Level in TestLink with Leader rights. **It is essential to have prior approval/sign off from BA/Product Management team** for the Platforms which QA team should be using for test execution.

Once Platforms are added and assigned to a Project in TestLink, a Leader can add test cases (all or selective) to the Platforms for execution. By default, test execution results are published based on Platform. For example, if one test case is added to two Platforms (Internet Explorer 8, and Firefox), the Tester will need to execute it twice (once for each browser), and results will be maintained in TestLink accordingly.

The following is a list of browser-based platforms that can be created:

- Firefox
- IE 8+
- Chrome
- Safari

The following is a list of OS-based platforms that can be created:

- Windows (7,8 …)
- Macintosh

Note: Custom Field and Platform are non-mandatory fields and can be added per Project needs.

2.2:   Design Phase

2.2.1: Test Specification

TestLink divides the Test Specification structure into Test Suites and Test Cases. One Test Project can have only one Test Specification, which acts as a Test Repository. All Test Cases must be added in the Test Specification driven by functionality of the project and not the releases.

Test Suite is for the folders created under the Test Specification section in TestLink and is used as a Test Repository.

The Design Phase has the following activities:

- Creation of Test Suite under Test Specification by following the Suite's Structure Guidelines.
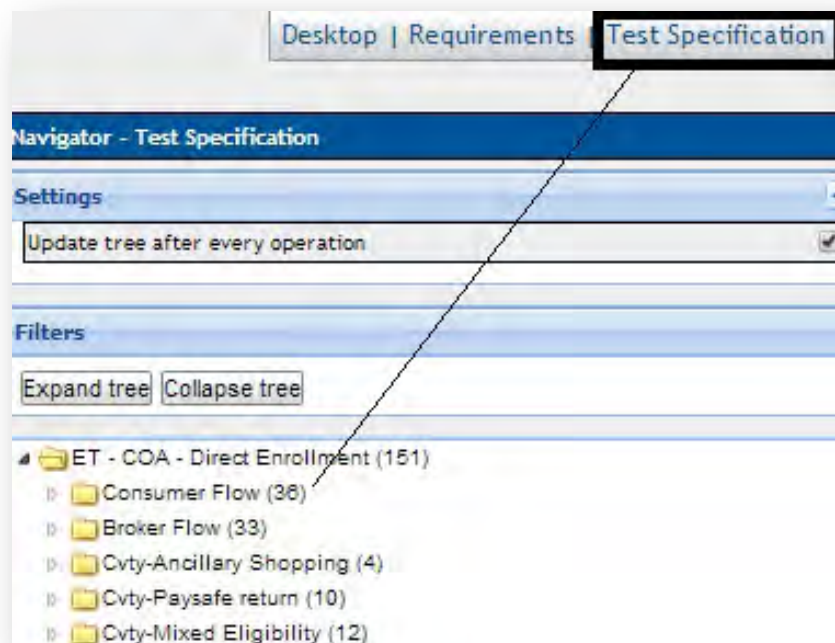
- Creation of Test Scenarios and Test Cases in the Test Suites.

- Testers should consult with the Leader on the structure, what to add, where to add, and which test cases to add.

- Review of Test Cases by Leader. Leader can add Review comments wherever required.

- Review/Approval/Sign off of Test Cases by BA and Client (if planned).

- Keyword Assignment to Test Cases – check available Keywords in Keyword Management.

2.2.2:   Design Phase - Naming Conventions

Test Suite <module-name/component-name/feature-name/functional/non-functional>

2.2.3:   Guidelines, Dos and Don'ts

2.2.3.1:   Structure

The Project Test Specification structure should always be driven by Functionality / Module / Component of the Product / Project Structure. The structure should be reviewed by the Leads/Managers, any modification in the structure should be reviewed and approved by Leads/Managers.

Suite's Structure to be followed for Test Specification is as follows:

- o Test Project
    - ▪ Component / Module 1
        - • Subcomponent <this could be at multiple level based on the logical grouping of test cases>
            - o Test Case 1
            - o Test Case 2

Note: To keep the structure simple, a deep hierarchy should be avoided. Our suggestion is to not have more than 4-5 levels of hierarchy.

2.2.3.2:   Conventions to Use for Test Cases

- ➢ **Test Title** – Should be a short description or abbreviation like "TC-Login-Verify Login Functionality". Its maximum length is 100 characters.
- ➢ **Test Importance** – Three importance options are available: High, Medium, and Low. This field defines the importance of the test case from a Business (logic) perspective.

2.2.3.3:   Test Cases Dos n Don'ts

Dos

- ➢ Test cases already written for common components/modules/functionalities should be reused within same project/organization. For example, HOP 2/3 Test cases can be reused by WEM Implementation teams for respective Payers, or Broker/Admin/Individual Portal Test Cases can be reused. For this **Test Suite Export/Import functionality** is to be used. The team that has written common test cases can export the test cases in an XML format (a feature available in TestLink) and another team can reuse it by importing that XML into a test suite.
- ➢ Obsolete, valid Test Cases should be archived in a separate folder instead of deleting test cases.
- ➢ Test Cases should have valid test data maintained in SVN/Box. Reference of the Test data should be given in the Test Case.
- ➢ Test steps should be added using the Create Steps functionality.

➢ Test Importance should be assigned based on Business Logic.
➢ While writing test cases, it is important to provide essential technical details to the test case.

Don'ts

➢ Duplicate Test Cases should not be written.
➢ Obsolete, valid Test Cases should not be deleted.
➢ Test Cases should not have more than 15–20 steps; if it does, break it into separate Test Cases.
➢ TestLink should not be used as a Test Data repository.
➢ Test Cases should not include navigational details such as "go to page 1" or "click on button 1 and check message 1."

2.2.3.4:   Examples of Poor Test Cases

➢ Example 1 – Not much technical detail is available

Summary: To verify that WEM performs HIPPA Validation		
Step #	Steps	Expected Result
1	Put input file on required SFTP location according to the exchanges.	WEM should perform structural and syntactical validations, whatever level of HIPAA SNIP Validations that is prescribed by respective exchange.

➢ Example 2 – High level functionalities/scenarios are listed as steps

Summary: Group Sanity Scenarios		
Step #	Steps	Expected Result
1	Run Add scenario	It should run
2	Run Maintenance Scenario	It should run
3	Run Termination Scenario	It should run

2.2.3.5: Examples of Good Test Cases

➤ Example 1

Summary: Validate if "Payment Method" is "CreditCard" but CC details missing in request file		
Steps	Steps	Results
1	Create a new payment request with "paymentMethod" = CreditCard and remove the <pay:creditCard> section from the request file and process the request.	paymentReturnCode = 1 should be returned.
2	Check the "Create Enrollment" response in the logs.	Following message text should appear in the response file: <message-text>Your request has been processed successfully.</message-text>
3	Check the "add-funding" response in the logs.	Message text of following kind should appear in the response file: <message-text>Invalid XML on line #11. The reason is Expected element 'credit-card-number

➤ Example 2

Summary: Verify the behavior of log out from Account Activity page Preconditions: • Member data has been sent across and is available in eBill DB; • System Date = Group Effective Date; so that Group Portal is accessible to Group Admin		
Steps	Steps	Results
1	Click 'Log-Out'	User should be prompted that his current initiated process will be aborted and the data will be lost; whether he wants to Proceed.
2	Click 'Yes'	User should be logged out and navigated to the main page where log in option is available.
3	Click 'No'	User should remain on the same page from where he had made a call on "Log-out".

2.2.3.6:   Guidelines on Test Scenario

A Test Scenario can be an independent Test Case or a series of Test Cases that follow each other. Test Scenario is a story TAT explains the usage of the software by any end user. Scenario testing is expected to test the business flow of the software and helps in finding integration defects that may not be discovered via other types of testing.

- **Where we can use a Test Scenario**:
  - For presenting demos to clients (during Client Demo/Sprint end Demo), we can showcase and execute identified critical test scenarios.
  - For doing Sanity Testing, we can use critical test scenarios.
  - For doing end-to-end testing apart from functional test cases, we can run critical test scenarios to validate the business requirements. This will help locate critical defects early in the system.

- **When to capture a Test Scenario**:
  - During requirements gathering and analysis sessions, Test Scenarios must be captured.
  - During the Test Case design phase, Test Scenarios must be captured to test end-to-end functionality.

- **What is the difference between a Test Scenario and a Test Case?**
  - A Test Scenario is not restricted to a single user input/data/condition. It covers a series of action that may include 'n' number of test cases from 'n' number of modules. However, a Test case will be a single user action or condition in a module.
  - A Test Case will cover single functionalities at a time.
  - Multiple Test Cases can be derived from one Test Scenario.
  - A Test Scenario will focus on end-to-end flow. This may cover multiple modules including Login, User, Admin, Product Page, Cart, Payment, and Confirmation.

- **Examples of Test Scenarios**
  - "Shopping for enrollment plan"
  - "Shopping for an ancillary product when product is /not available in the market"
  - "Broker applies for QHP with different payment scenarios, including unsuccessful payment, $0 Premium, incomplete payment transaction, and cancel payment"

2.3:   Execution Phase

2.3.1: Test Execution

The Leader will create the Test Plan and Build under the project. The Test Plan should be created for a release (major, minor, emergency releases etc.). One should not create test plans based on Testers or any other criteria.

- **Test Plan** – Not be confused with QA "Test Plan" Document, this Test Plan is a collection of selected Test Cases at a given time. It must be 'active so that QA can execute.

- **Build** – A Build is related to a Test Plan in TestLink. A Test Plan without a Build cannot be executed. If there are no builds or if the builds are not Active/Open, the Execution screen will not show any data, and the Metrics screen will be blank.

- **Addition of Test Cases to Test Plan for execution** – This function is done using **Test Plan Contents Section > Add / Remove Test Cases link**

- **Tester assignment to the executable Test Cases** - This function is done using **Test Plan Contents Section> Assign Test Case Execution link**. Test Cases without a Tester assignment will not contribute into Reports.

- Testers must Link Failed Test Cases with a JIRA ID. JIRA is integrated with TestLink.

- **Creation of Test Cases for failed exploratory test scenarios** – As a Tester finds the exploratory scenario resulting in a defect that is not recorded under requirements and test cases, that should be added as a Defect in JIRA and at the same time a new test case should be added for this in TestLink and Linked with JIRA ID.

- Execution will complete when all planned test cases under the Test Plan and Build are executed.

- At any point, the information, how much is done, and how much is left, is always readily available for all builds and can be shared in status reports.

General Test Plan Metrics

Test Project : WEM Product - HOP1/4

Overall Build Status

Build	Assigned	Not Run	[%]	Passed	[%]	Failed	[%]	Blocked	[%]	Completed [%]
MR4_1.0	87	2	2.3	67	77.0	15	17.2	3	3.4	97.7
MR4_1.1	10	4	40.0	5	50.0	1	10.0	0	0.0	60.0
MR4_1.2	420	337	80.2	81	19.3	2	0.5	0	0.0	19.8

Overall Metrics

- Blocked (1)
- Failed (18)
- Not Run (426)
- Passed (150)
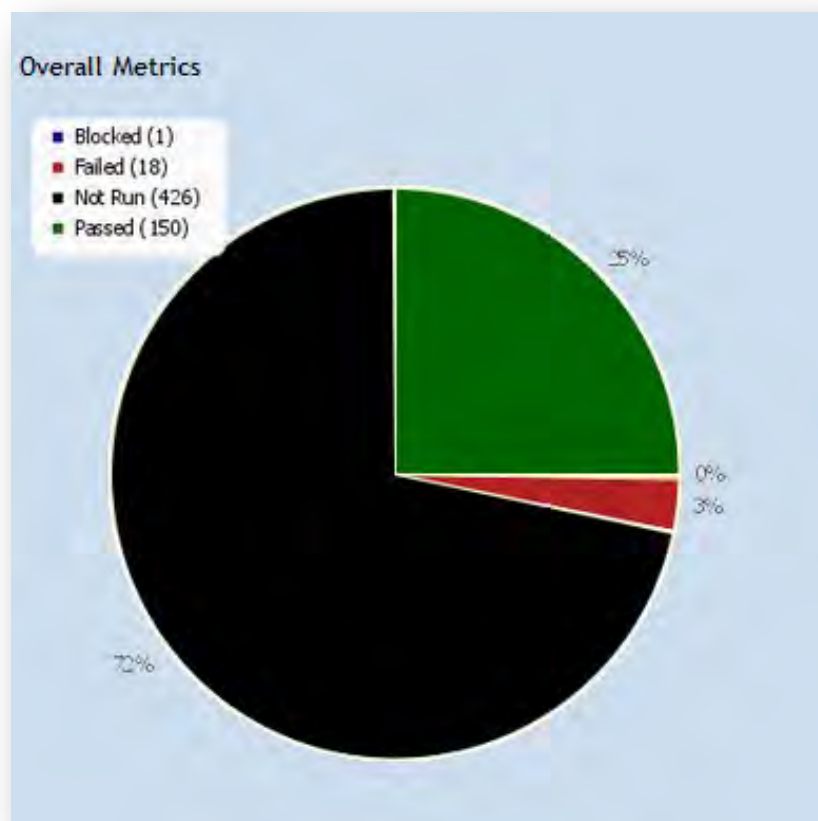
2.3.2: Execution Phase - Naming Conventions

- Test Plan - <QA-Sprints/Releases>/<environment> (example: Sprint 1-Test Plan / RC_01.01.14_01 / Staging 1.1 etc..)

- Build - <Build version/number/date> (example: Build 1 –RC_01.01.14_01 etc..) as defined and followed by Product/Project Dev build naming conventions

2.4:   Reporting Phase (Not in Phase 1)

2.4.1: Roles and Permissions

To follow are the User Roles in TestLink for hCentive teams:

- **Guest** – A Guest role is the default assigned role for any newly created account. TestLink Admin will create a new user account and assign Guest Rights to Project stakeholders, including Project Manager, Dev Lead, Solution Architect, and Developers. A Guest will have Test Case and Test Reports View Rights only.

- **Leader** – TestLink Admin will assign one or more QA members with "Leader" role/rights for each project. A Leader will have permissions for assigned project(s) to Create Test Project, Test Plan, Test Suites, Test Cases, and Reports, and manage Keywords and Platforms. The Leader will not have permissions to manage Users in TestLink.

- **Tester** – All QA and BA members will be assigned a 'Tester' role in TestLink. They will have permissions to Create, Edit, View, Delete, Execute Test cases, and view reports. A Tester will not have permission to Create Test Projects, Custom fields, and Platforms, and cannot manage TestLink Users.

- **Admin** – hCentive's identified and restricted QA members will be assigned the Admin role. Admin will have all permissions to manage TestLink activities, Projects, and Users.

3: Backup / Failover / Recovery Plan

The current database size of TestLink is 36GB. MySQL is the database and currently 2GB is utilized by different projects. Some projects already have their large Test Suites up and ready in TestLink.

- We can increase the size on demand if we feel there is a need by contacting Amazon. However, currently the size is only 2GB, which is used, and we have 34GB more to be used by remaining projects.

- A daily/nightly backup of the Amazon–AMI is planned to keep the entire database safe. In this way, we will have most recent data available every night in case of any failures or issues.

- All QA Leaders are to ensure that TestLink is not be used for Test Data. No bulk files or attachments should be uploaded. It is advisable to use SVN/Box for the same purpose.

4: Test Link User Manual Documentation

To open the *TestLink User Manual*, click the following link:
http://testlink.hcinternal.net/testlink//docs/testlink_user_manual.pdf

5: Sample Workflow

```
                              ┌─────────────┐
                              │    Start    │
                              └─────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │   Create / Select Project │
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │ Create Test Suite / Test │
                       │ Cases in Test Specfication│
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │     Create Test Plan     │
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │       Create Build       │
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │ Add Test Cases in the    │
                       │ Test Plan for execution  │
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │ Assign Test Cases to the │
                       │ tester for execution     │
                       └─────────────────────────┘
                                     │
                                     ▼
                       ┌─────────────────────────┐
                       │    Execute Test Cases    │
                       └─────────────────────────┘
```

New Sprint

New Test Cycle/Build

Yes

New Test Cycle / Sprint ?

No   Close Test Plan

Finish
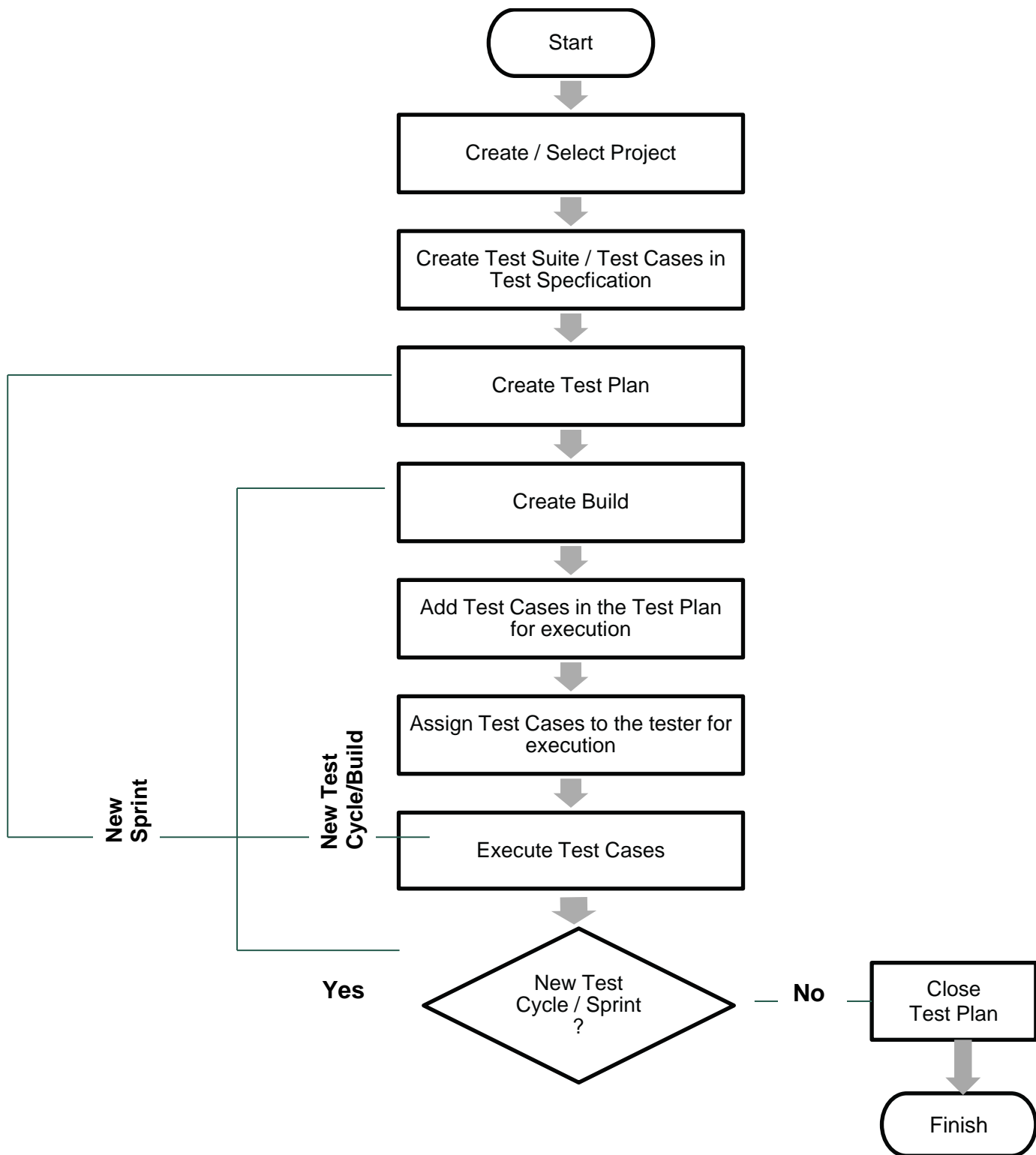
Exhibit I

Hourly Rates

	2014 U.S. Rates	2015 U.S. Rates	2014 India Rates	2015 India Rates
VP implementation	Redacted ■	■ ■	■ ■	■ ■
Program Director	Redacted ■	■ ■	■ ■	■ ■
Director Technology	Redacted ■	■ ■	■ ■	■ ■
Project Manager	Redacted ■	■ ■	■ ■	■ ■
Solutions Architect	Redacted ■	■ ■	■ ■	■ ■
Application Architect	Redacted ■	■ ■	■ ■	■ ■
Database Architect/Administrator	Redacted ■	■ ■	■ ■	■ ■
Development Lead	Redacted ■	■ ■	■ ■	■ ■
QA Lead/Manager	Redacted ■	■ ■	■ ■	■ ■
BA Lead/Architect	Redacted ■	■ ■	■ ■	■ ■
Developers	Redacted ■	■ ■	■ ■	■ ■
QA Engineer	Redacted ■	■ ■	■ ■	■ ■
BA	Redacted ■	■ ■	■ ■	■ ■
Associate Developers / QA / BA	Redacted ■	■ ■	■ ■	■ ■

Exhibit J

<u>Permitted Offshore Tasks</u>

Exhibit K

Executive Order 504 Contractor Certification Form

Effective January 1, 2009, Executive Order 504 establishes new requirements designed to adopt and implement the maximum feasible measures reasonably needed to ensure the security, confidentiality and integrity of personal information, as defined in MG.L. c. 93H and personal data, as defined in M.G.L. c. 66A, maintained by state agencies (herein collectively "personal information"). This requirement only pertains to contracts that require the Contractor's access to personal information owned or controlled by the contracting agency and systems that contain such data. The Executive Order applies to all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established.

In order to comply with the contractor certification requirements of Executive Order 504, agencies must require that all vendors executing contracts on or after January 1, 2009 certify compliance with applicable security measures. The Commonwealth's Standard Contract Form and Instructions will be amended to include certification of compliance; however, until such time as the Standard Contract Form has been amended, agencies that are subject to Executive Order 504 can comply with this obligation by having vendors entering into any new agreements execute the separate certification form attached. The instructions below provide guidance concerning how to comply with the certification requirements of Executive Order 504.

1. For procurements that use the Standard Contract Form:

a.   Until the revised Standard Contract form is issued, if the RFQ or RFR was posted on or before January 1, 2009, but the contract will not have been executed as of January 1, 2009, then vendors contracting with agencies must execute the separate Executive Order 504 Contractor Certification Form attached hereto as Exhibit A for all new contracts.

b.   Once the Commonwealth's Standard Contract Form has been amended, agencies will be in compliance with the certification requirements of Executive Order 504 by having vendors execute the Standard Contract Form as part of the bidder's response to an RFR or RFQ.

2. After January 1, 2009, in any instances where the agency is not using the Commonwealth's Standard Contract Form, the agency must have all vendors execute a separate Executive Order 504 Certification Form, which is attached to this document.

3. After January 1, 2009, Departments executing contract amendments or renewals with existing vendors are encouraged to request execution of a separate Executive Order 504 Contractor Certification Form by those vendors if the vendor has not executed the new version of the Standard Contract Form containing the Executive Order 504 certifications.

Executive Order 504 Contractor Certification Form

BIDDER/CONTRACTOR LEGAL NAME:

BIDDER/CONTRACTOR VENDOR/CUSTOMER CODE:

Executive Order 504: For all Contracts involving the Contractor's access to personal information, as defined in M.G.L. c. 93H, and personal data, as defined in M.G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth of Massachusetts Information Technology Division's Security Policies under Policies and Standards.

Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall:

(1)obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's Security Policies ("Security Policies") available at www.mass.gov/ITD under Policies and Standards;

(2) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors;

(3) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss;

(4) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract;

(5) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements.

Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to M.G.L. c. 93H and under M.G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Bidder/Contractor Name: _____ .

Bidder/Contractor Authorized Signature: _____ .

Print Name and Title of Authorized Signatory: _____ .

Date: _____ .

This Certification may be signed once and photocopied to be attached to any Commonwealth Contract that does not already contain this Certification Language and shall be interpreted to be incorporated by reference into any applicable contract subject to Executive Order 504 for this Contractor.

Refreshed 3/22/10