## SOFTWARE LICENSE AND SUPPORT AGREEMENT

By and Between

hCentive, Inc.

and

OptumInsight, Inc.

September 30, 2014

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#### **HCENTIVE, INC.**

#### SOFTWARE LICENSE AND SUPPORT AGREEMENT

THIS SOFTWARE LICENSE AND SUPPORT AGREEMENT (this "Agreement") is entered into by hCentive, Inc., a Delaware corporation with its principal place of business at 12355 Sunrise Valley Drive, Suite 310, Reston VA 20191 ("hCentive"), and OptumInsight, Inc., a Minnesota corporation with its principal place of business at 13625 Technology Drive, Eden Prairie, MN 55344 ("Licensee" or "Optum"). This Agreement is effective as of September 30, 2014 (the "Effective Date"). Capitalized terms not defined elsewhere in this Agreement or its Exhibits are defined in Article 14 of this Agreement. If not defined in Article 14 or elsewhere in this Agreement, capitalized terms used in this Agreement shall have the meanings set forth in the Professional Services Agreement.

WHEREAS, Licensee has entered into that certain Master Services Agreement with the Massachusetts Office of Information Technology formerly known as the Commonwealth of Massachusetts (the "Commonwealth") Information Technology Division ("Customer") dated as of September 30, 2014 (the "Prime Contract"), pursuant to which Licensee has agreed to configure the Licensed Software and develop other software that will be integrated, tested, implemented, maintained, supported and hosted as the new health insurance exchange for the Commonwealth;

WHEREAS, in support of the Prime Contract, hCentive has agreed to grant a license to the Licensed Software and Licensed Software Documentation and provide the Maintenance and Support Services for the hCentive Solution, including the Software and Documentation, to Licensee, and Licensee has agreed to accept such license to the Licensed Software and Licensed Software Documentation and purchase such Maintenance and Support Services from hCentive, pursuant to this Agreement;

WHEREAS, in support of the Prime Contract and in connection with this Agreement, hCentive and Licensee have entered into a Professional Services Agreement, dated as of September 30, 2014 (the "Professional Services Agreement"), pursuant to which hCentive will perform configuration services related to the Licensed Software and other services, as each is set forth in Statements of Work under the Professional Services Agreement; and

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

NOW THEREFORE, the Parties agree as follows:

#### 1. LICENSE

1.1 <u>Grant of License Rights</u>. Subject to the terms and conditions of this Agreement, hCentive hereby grants to Licensee, and Licensee accepts from hCentive a limited, non-transferable (except as set forth herein), nonexclusive, irrevocable (during the Term, as defined in Section 1.7 below), worldwide right and license to access, use, install, copy, reproduce, execute, display,

distribute, configure, perform, operate, maintain, test, implement, and integrate the Licensed Software and Licensed Software Documentation:

(a) for use by Licensee, and its employees, contractors (including subcontractors), consultants and agents, and each of their employees ("Licensee's Permitted Users") in connection with the Project; and

(b) for use by Customer and Customer's employees, customers, contractors (including Licensee and its subcontractors), consultants and agents, including any Commonwealth or other governmental agencies, municipalities and all other legal entities required or permitted by the Commonwealth ("Customer's Permitted Users"):

(i) in connection with the Project; and

(ii) to facilitate the Commonwealth's development, implementation, integration, utilization, operation, warranty and maintenance of New HIX and MEP as well as a new integrated eligibility system, (the "Massachusetts New HIX/IES Program").

Prior to assignment, Customer shall be a sublicensee under this Agreement.

1.2 License Scope. The Licensed Software and Licensed Software Documentation shall be utilized in accordance with the license grants set forth in Section 1.1 above and not for any third party outsourcing, commercial time-sharing, business process outsourcing, information technology outsourcing, software as a service, third party administrator or service bureau arrangement, except the Licensed Software and Licensed Software Documentation may be utilized without restriction by Licensee, Licensee's Permitted Users, Customer and Customer's Permitted Users to process data supplied by Customer's customers, enrollees, health plans, health care providers, health insurers, state or federal agencies or suppliers that is necessary for Customer, Customer's Permitted Users, Licensee or Licensee's Permitted Users to utilize the Licensed Software and Licensed Software Documentation in connection with the Project or the Massachusetts New HIX/IES Program or for other internal business purposes of Customer.

1.3 Optum's License Rights Before and After Assignment of this Agreement. For avoidance of doubt, prior to and after the assignment of this Agreement to Customer, as required by Exhibit A, Optum and its employees, contractors (including subcontractors), consultants and agents, and each of their employees shall have the right to use the Licensed Software and Licensed Software Documentation to perform services related to the Project and the Massachusetts New HIX/IES Program. Prior to assignment of this Agreement, Optum and its employees, contractors (including subcontractors), consultants and agents, and each of their employees shall have the right to use the Licensed Software and Licensed Software Documentation to perform services related to the Project and the Massachusetts New HIX/IES Program as the Licensee and Licensee's Permitted Users pursuant to the grant of license rights in Section 1.1(a). After assignment of this Agreement, Optum and its employees, contractors (including subcontractors), consultants and agents, and each of their employees shall have the right to use the Licensed Software and Licensed Software Documentation to perform services related to the Project and the Massachusetts New HIX/IES Program as contractors to Customer and hence, as Customer's Permitted Users pursuant to the grant of license rights in Section 1.1

(b), until this License Agreement is terminated in accordance with Article 11 below. Furthermore, Optum shall have the right to utilize the services of consultants, or other third party agents, to assist Optum in the proper exercise of its license rights granted to it pursuant to this Agreement; provided that Optum shall remain responsible and liable for any violation of this Agreement by such consultants or other third party agents.

1.4 <u>Flow-Down Terms</u>. Except as set forth in Section 1.2 of Exhibit A, notwithstanding any other provision of this Agreement, the provisions set forth in Exhibit A (the "Flow-Down Terms") shall apply to and govern the relationship between hCentive and Licensee, prior to the assignment of this Agreement to Customer, and the relationship between hCentive and Customer following the assignment of this Agreement to Customer. And, as expressly noted in this Agreement, certain provisions will continue to govern the relationship between hCentive and Licensee following assignment of this Agreement.

1.5 <u>Ownership of Licensed Software and Licensed Software Documentation</u>. Except as otherwise expressly set forth in this Agreement, hCentive and the applicable Third Party retain all right, title and interest in and to their respective Licensed Software and Licensed Software Documentation in all forms and all copies and modifications of the Licensed Software and Licensed Software Documentation, including all worldwide rights to patents, copyrights, trademarks and trade secrets in or relating to the Licensed Software or Licensed Software Documentation. Except as otherwise set forth in this Agreement, neither Licensee nor Customer is acquiring any right, title or interest of any nature whatsoever in any Licensed Software or Licensed Software Documentation, except the license to use the Licensed Software and Licensed Software and Licensed Software Documentation granted under Section 1.1.

1.6 <u>Term of the License Rights Granted Hereunder</u>. Subject to Section 1.3 above, Licensee's license rights as granted in Section 1.1(a) to use the Licensed Software and Licensed Software Documentation will be effective on the Effective Date and will terminate upon assignment of this Agreement to Customer or upon expiration or earlier termination of this Agreement in accordance with Article 11. Customer's license rights as granted in Section 1.1(b) shall survive assignment of this Agreement to Customer, and shall continue notwithstanding such assignment until expiration or earlier termination of this Agreement in accordance with Article 11. Certain provisions of this Agreement shall remain in full force and effect notwithstanding the termination or expiration of this Agreement, as such clauses are set forth in Section 11.4 below.

1.7 <u>Term of this Agreement</u>. This Agreement shall be effective upon the Effective Date and will continue until its expiration or earlier termination in accordance with Article 11 below (the "Term").

1.8 <u>License Restrictions</u>. The license to use the Licensed Software and Licensed Software Documentation under this Agreement is subject to the following restrictions and limitations:

(a) Licensee will not use the Licensed Software or Licensed Software Documentation, or authorize or permit any other Person to use the Licensed Software or Licensed Software Documentation, for any purpose other than those expressly authorized under this Article 1 or Exhibit A.

(b) Licensee will not rent, lease, distribute, sell, resell, assign, sublicense or otherwise transfer its rights in the Licensed Software or Licensed Software Documentation to any other Person nor allow any other Person to access or use the Licensed Software or Licensed Software Documentation, except: (i) as expressly provided in this Article 1 or Exhibit A; (ii) as necessary for the Project or the Massachusetts New HIX/IES Program or MEP; or (iii) if Customer's responsibilities are transferred to another Commonwealth entity through government reorganization, Customer may assign its rights and delegate its duties under this Agreement to such entity.

(c) Except as permitted by Law, or as otherwise permitted by this Agreement, Licensee will not translate, reverse engineer, de-compile or disassemble the Licensed Software or otherwise attempt to discover the Source Code or underlying ideas or algorithms, for any reason.

(d) Licensee will not copy or duplicate by any means the Licensed Software, Licensed Software Documentation or any item included therein, except (i) Licensee may create an additional archival copy of the Licensed Software and Licensed Software Documentation and deliver or cause to be delivered to Customer such archival copy, which shall be maintained in Customer's storage system, (ii) to the extent reasonably necessary to maintain backup or historical Licensed Software Documentation or to test, implement or use the Licensed Software, (iii) to the extent reasonably necessary in connection with the services being delivered under the Professional Services Agreement and (iv) to the extent necessary to meet the requirements of the Prime Contract following the release of the Source Code in accordance with Article 12 and the provisions set forth in Exhibit A relating to (A) the escrow account established with the Escrow Agent and (B) Customer's repository for Project materials. Licensee will not remove any proprietary, confidential or copyright notices, markings or legends from the Licensed Software and Licensed Software Documentation, and will cause all proprietary, confidential and copyright notices, markings or legends which appear on any item included in the Licensed Software and Licensed Software Documentation to be placed upon each such permitted copy or duplication.

(e) Licensee may not, or authorize or permit a third party to, modify the Licensed Software, without the prior written consent of hCentive except to the extent reasonably necessary in connection with the Professional Services being delivered under the Professional Services Agreement or except in accordance with use of the Licensed Software after the release of the Source Code in accordance with Article 12 and the provisions set forth in Exhibit A.

(f) Licensee will not export any Licensed Software or Licensed Software Documentation, or use any Licensed Software or Licensed Software Documentation outside the United States, without the prior written consent of hCentive. Licensee agrees to comply with all export laws, restrictions, national security controls and regulations of the United States or other applicable foreign agency or authority, at Licensee's expense, and not to export or re-export, or allow the export or re-export, of the Licensed Software or any hCentive Confidential Information or any copy or direct product thereof in violation of any such restrictions or Laws, or in violation of the embargo provisions of the U.S. Export Administration Regulations (or any successor regulations or supplement), except in accordance with all licenses and approvals required under applicable export laws and regulations, including those of the U.S. Department of Commerce.

Upon request, hCentive will provide to Licensee or Customer the Export Commodity Control Number for the Licensed Software.

1.9 <u>Licensee Responsibility</u>. Licensee is solely responsible for:

(a) Installing and running the Software in a hosting environment that is consistent with the requirements of the Recommended Operating Environment;

(b) Obtaining any software required for use of the Licensed Software, including any operating system software, database software or third party applications software;

(c) Conversion of any of Licensee's existing data files for use with the Licensed Software; and

(d) Taking reasonable backup precautions. hCentive will not be responsible for loss of data or documentation not attributable to the Licensed Software.

1.10 <u>Verification of Proper Use: Audit</u>. hCentive, by its employees, or agents reasonably acceptable to Licensee, may audit, with thirty (30) days' prior written notice, Licensee's available records related to the use of the Licensed Software and the Licensed Software Documentation, to verify that Licensee's use is in accordance with the terms and conditions of this Agreement. hCentive will bear the expense of an audit with the exception of instances where the audit reveals an underpayment of more than fifteen percent (15%) of the amounts due during the period audited, in which case Licensee will reimburse hCentive for the time, travel and material costs and fees reasonably associated with the audit. Audits will be conducted no more than once in any twelve (12)-month period. Licensee will promptly pay any adjustments to hCentive or other amounts due as revealed by such audit with which Licensee is in agreement. Any failure of the Parties to agree shall be subject to the dispute resolution procedure set forth herein. The audit and its results will be subject to the restrictions of this Agreement regarding Confidential Information.

1.11 <u>Advisers</u>. hCentive understands and acknowledges that Customer has obtained the services of advisers including, but not limited to, Independent Verification and Validation ("IV&V") vendors and accessibility testers, to assist Customer with regard to the Project and the Massachusetts New HIX/IES Program, and hCentive agrees to cooperate with these advisers.

## 2. FEES AND TAXES

2.1 <u>Fees</u>. Licensee will pay to hCentive the License Fees specified in Exhibit B, in accordance with the payment terms set forth below. All fees are quoted and payable in United States currency.

2.2 <u>Payment Terms</u>. Unless otherwise stipulated herein, all undisputed fees shall be due and payable to hCentive within forty-five (45) days from the date of hCentive's invoice. 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.

2.3 <u>Taxes</u>. Customer is the end-user and beneficiary of the Software, Documentation and Maintenance and Support Services, 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 Software, Documentation and Maintenance and Support Services are claimed by the Parties.

2.4 <u>Monthly Reports</u>. Licensee shall provide hCentive, within ten (10) days of the end of each calendar month, a report of the total number of Members for the previous month for purposes of calculating the fee due hCentive described in Exhibit B. Optum's obligation to provide this report is contingent upon the Software providing an automated report or hCentive providing appropriate instructions or scripts enabling Optum to generate such report indicating the number of Members whose enrollment transaction was processed through the Software in the preceding month.

2.5 <u>T&M Payments</u>. For work done on a T&M basis, the following provisions shall apply.

(a) hCentive shall be paid upon Licensee's review and approval of an invoice from hCentive that (i) includes only Services that are consistent with the terms of this Agreement, (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 for Services under this Agreement that are provided on a T&M basis shall not exceed the applicable Not To Exceed amount. The T&M price for Services under this Agreement that are provided on a T&M basis shall be increased by all additional fees included in approved Change Orders mutually agreed upon in writing for such Services.

(b) Exhibit G sets forth the mutually agreed upon hourly rates (the "Hourly Rates") that will apply to all Services provided 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 for all Services under this Agreement that are provided on a T&M basis ("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) hCentive will include in each invoice the amount of time each person worked on each day and comply with all other applicable invoicing requirements.

(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 and other costs, and both before and after invoices are paid, Licensee can ask hCentive, and hCentive must provide to Licensee, 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 Licensee overpaying, Licensee will recoup the overage by reducing a subsequent invoice by the overage amount. Licensee will charge hCentive the cost of an audit if at any time it is determined through Licensee's review of invoice detail that Licensee 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 on a T&M basis 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.

2.6 <u>Expenses</u>. Expenses for travel, living or any other out-of-pocket expenses incurred by hCentive or hCentive Personnel in connection with the performance of Services or otherwise in connection with this Agreement (a) for Services under this Agreement that are provided on a T&M basis, will be invoiced separately as materials in accordance with the details set forth in Section 2.5 and if authorized by Optum and Customer in writing, and (b) for Services under this Agreement that are provided on a FP basis, will not be separately invoiced to Licensee, 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 Licensee.

2.7 <u>Right to Offset and Dispute</u>. Notwithstanding anything herein to the contrary, Licensee 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. Licensee and Customer shall pay the undisputed amount of each invoice when due but may withhold invoiced amounts that Licensee or Customer disputes in good faith, pending resolution of such dispute. Any dispute regarding amounts owed under this Agreement will be addressed by the Parties in accordance with the provisions of Article 10, and hCentive shall not terminate or suspend the license granted hereunder or Licensee's or Customer's access to and right to use the hCentive Solution, including the Software, in response to any payment dispute. In the event that damages are awarded to Licensee or Customer or a withheld payment relates, the amount of such offset or withheld payment shall be deducted from the amount of such damages.

## 3. DELIVERY, INSTALLATION, ACCEPTANCE, MAINTENANCE AND SUPPORT

3.1 Delivery. Except as otherwise agreed by Licensee in writing, hCentive shall transfer the Software, including all associated modules, components, customizations, enhancements and other deliverables specified in Exhibit B or the applicable Statement of Work, Change Order or other document, to Licensee by remote telecommunications (e.g., via a private web site with agreed security precautions, via a private FTP site, or by other electronic methods agreed upon by the Parties) by the date set forth in the applicable document. When requested by Licensee, hCentive shall provide a document certifying that delivery was accomplished in accordance with the requirements of this Section and that Licensee received no tangible storage media or other physical property in connection with such delivery. hCentive shall be solely responsible for any taxes imposed on Licensee resulting from hCentive's breach of this Section. To the extent Licensee waives the delivery of the Software by remote telecommunications, hCentive shall deliver the Software FOB to the designated Licensee facility by the date set forth in the applicable document. There shall be no charge for the delivery of any Software, whether by remote telecommunications or physical delivery. hCentive shall provide all Documentation with respect to the Software and shall provide updates to such Documentation as they become available.

3.2 <u>Installation</u>. Unless otherwise provided in an applicable Statement of Work, Change Order or other document, (a) Licensee shall install the Software in the Recommended Operating

Environment in accordance with the provisions and requirements of the applicable Documentation and (b) hCentive shall cooperate with Licensee in connection with the installation of the Software, without additional charge to Licensee. If any Statement of Work under the Professional Services Agreement, Change Order or other document provides that hCentive shall be responsible for the installation of any of the Software, then Licensee shall cooperate with hCentive and provide such assistance as is mutually agreed in connection with the installation of the Software.

3.3 <u>Acceptance</u>. All Software and Documentation provided or licensed by hCentive to

Licensee under this Agreement and the Professional Services Agreement (including Minor Releases, Major Releases, Customer Enhancements and other Software provided in accordance with Exhibit C) shall be subject to Acceptance or rejection by Licensee in accordance with the provisions of the Professional Services Agreement and the Statements of Work issued thereunder. In the event that any Software is subject to installation by hCentive or implementation or other Professional Services by hCentive pursuant to a Statement of Work, Change Order or other document, (a) except as may be expressly set forth in the applicable document, no license, maintenance or support fees for such Software or service fees for related Professional Services shall be due and payable with respect to such Software until Licensee has Accepted such Software following such installation or implementation, and (b) Licensee shall have the right to terminate, upon notice and without payment of any fees, costs or other amounts, any License for such Software that is not Accepted.

3.4 <u>Maintenance and Support</u>. Commencing November 15, 2014, hCentive will provide Maintenance and Support Services to Licensee in accordance with Exhibit C, subject to the terms and conditions specified in Part 1 of Exhibit C (Terms and Conditions Applicable to Maintenance and Support Services) and Part 2 of Exhibit C (Support and Maintenance Process and Service Level Agreement).

3.5 <u>Customer Workplace Policies</u>. Each hCentive Personnel, prior to performing any Services under this Agreement, shall read, execute and comply with all of the provisions of the Personnel Confidentiality Agreement that is provided as Exhibit H 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 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) of this Agreement by any of its Personnel, including employees, independent contractors, contract employees and subcontractors.

3.6 <u>System Access</u>. Optum shall have sole discretion to grant or deny consent for any hCentive Personnel to have remote access to the System. Such access may include, as determined by Optum, the ability for hCentive resource to remote in to the production System to aid in the restoration of the System and assess or correct Nonconformities or resolve Incidents and Problems. Any such access shall be provided via equipment furnished by Optum and in accordance with the authorization level approved by Optum and all applicable Optum and Customer security requirements, provide Any hCentive Personnel having such access must be a US citizen, be an hCentive employee, have gone through all required background and security checks, have signed the Personnel Confidentiality Agreement in the form attached as Exhibit H, and be located in the United States.

### 4. **PROFESSIONAL SERVICES**

4.1 <u>Comprehensive Solution</u>. Pursuant to Statement of Work No. 1 under the Professional Services Agreement, hCentive shall develop and implement a comprehensive solution ("hCentive Solution") necessary for the Massachusetts New HIX/IES Program, including configuration of 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. The hCentive Solution will be capable of supporting the user community with the full exchange capability for the Commonwealth 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 system for Notices and Billing interfaces to the financial systems (DELL) and with Issuers. Capitalized terms used in this Section that are not defined in this Agreement are used with the same meanings as in Statement of Work No. 1 under the Professional Services Agreement.

4.2 <u>Customer Owned Software</u>. Pursuant to Statement of Work No. 1 under the Professional Services Agreement, as part of development and delivery of the hCentive Solution, hCentive will

perform customization, configuration and other services related to the Licensed Software, New HIX and the Project. These services have or will result in the development and provision by hCentive of the Customer Owned Software under such Statement of Work. Such Customer Owned Software may be integrated into and used together with the Licensed Software.

4.3 <u>Software Integration</u>. The Licensed Software and the Customer Owned Software together constitute the Software to be provided to Licensee and Customer by hCentive as part of the hCentive Solution. The Requirements apply to the Software, as an integral component of the hCentive Solution and New HIX. Services that hCentive shall provide for integration of the Software, the Requirements applicable to the hCentive Solution, including the Software, and testing procedures and Acceptance Criteria are set forth in Statement of Work No. 1 under the Professional Services Agreement.

4.4 <u>Implementation of Solution</u>. Licensee will provide hosting environments that are consistent with the requirements identified by hCentive for the Recommended Operating Environment. Pursuant to Statement of Work No. 1 under the Professional Services Agreement, hCentive will install and implement the hCentive Solution, including the Software, in such hosting environments.

4.5 <u>Gap Analysis</u>. Based upon requirements provided by Customer and Licensee and determined by hCentive's requirement analysis (including performance specifications), hCentive has conducted and completed a gap analysis to identify any gaps between the BASE Software and Licensee's requirements. The objectives and Services described in Statement of Work No. 1 under the Professional Services Agreement are based upon this gap analysis and set forth all Professional Services that will be required in order for such Software, following implementation of the Software and the hCentive Solution in accordance with such Statement of Work and installation in the Recommended Operating Environment, to operate in accordance with Licensee's requirements, including applicable performance specifications.

4.6 <u>Other Professional Services</u>. Following the Effective Date, any additional Professional Services to be provided by hCentive to Licensee shall be provided pursuant to the Professional Services Agreement and any other separate agreements executed between the Parties.

## 5. **REPRESENTATIONS, WARRANTIES, COVENANTS AND REMEDIES**

5.1 <u>Representations, Warranties and Covenants</u>. hCentive represents, warrants and covenants to Licensee and Customer that:

(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) 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 Licensee and Customer upon execution of this Agreement and otherwise upon Licensee's and Customer's request;

(c) Following Final Acceptance, during the Warranty Period and the Post Warranty Support Term, if any, all Software will be interoperable with all other Software delivered by hCentive under this Agreement and the Professional Services Agreement, and the hCentive Solution, including the Software, Documentation and Maintenance and Support Services, shall (i) conform to the Documentation and the applicable Requirements, and (ii) be compatible with, and shall properly operate in, the Recommended Operating Environment, provided that (A) all firmware and all hardware products are operating in accordance with their respective specifications, and (B) Licensee and Customer are using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation. Without limiting Licensee's or Customer's rights and remedies available under contract, at law or in equity, any Software or other component of the hCentive Solution that does not conform to this warranty shall be subject to the specific remedies and indemnities provided in Section 5.3;

(d) All media on which the Software is provided will be free from defects. hCentive will promptly replace, at no cost, all defective media;

(e) The Documentation shall be in sufficient detail so as to allow suitably skilled, trained and educated individuals with reasonable experience in the information technology industry to understand the operation of the hCentive Solution, including the Software, and to understand, use, operate, access, take advantage of, support, maintain and modify the hCentive Solution, including the Software. hCentive shall promptly and, at no cost, make corrections to any Documentation that does not conform to this warranty;

(f) No copy of any Software knowingly contains or will contain any Self-Help Code or any Unauthorized Code as defined below in Article 14. hCentive further warrants that it will not knowingly introduce, via modem or otherwise, any code or mechanism that electronically notifies hCentive of any fact or event, or any key, node, lock, time-out, or other function, implemented by any type of means or under any circumstances, that may restrict Licensee's use of or access to any program, data, or equipment based on any type of limiting criteria, including frequency or duration of use for any copy of the Software provided to Licensee. hCentive further warrants that: (i) it will not knowingly de-install or disable the Software by means of any Disabling Device; (ii) the Software will not knowingly include any Disabling Device; and (iii) it uses industry standard measures to prevent Disabling Devices from being introduced into the Software. This warranty is referred to in this Agreement as the "No Surreptitious Code" warranty;

(g) The Services to be performed under this Agreement will be performed: (i) in compliance with all applicable Laws (including Laws listed in Exhibit E), (ii) by appropriately qualified and trained Personnel in a professional and workmanlike manner; and (iii) 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) Except to the extent otherwise expressly provided in Section 5.1(o) and Section 5.1(p) hCentive (i) is in compliance with and shall comply with all applicable Laws and Customer Policies (including Laws and Customer Policies listed in Exhibit E), (ii) has caused and shall cause the hCentive Solution, including the Software, Documentation and Services, to comply at all times with all applicable Laws and Customer Policies (including Laws and Customer Policies listed in Exhibit E), and (iii) has designed and provided and shall design and provide throughout the Term (including during the provision of any Maintenance and Support Services) the hCentive Solution, including the Software, Documentation and all Services, in a manner so as to cause Licensee's and Customer's receipt and use of the hCentive Solution, including the Software, Documentation and all Services, in customer Policies (including Laws and Customer Policies listed in Exhibit E); without limitation, hCentive is, and will remain during the Term (including during the provision of any Maintenance and Support Services), in compliance with all Laws of the Commonwealth relating to taxes, wage reporting, and the withholding and remitting of child support;

(i) 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 contract with any federal or state agency. hCentive shall promptly notify Licensee 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 is otherwise made ineligible) to receive awards as set forth in this Section 5.1(i);

(j) The hCentive Solution, including the Software, Documentation, Maintenance and Support Services, and each component thereof, do not and shall not infringe, misappropriate or violate third party intellectual property rights. hCentive has obtained or will obtain prior to delivery to Licensee and Customer sufficient rights in the hCentive Solution, including the Software and Documentation, Maintenance and Support Services, and each component thereof, to grant to Licensee and Customer the rights, licenses and assignments granted under this Agreement and the Professional Services Agreement, without infringement, violation or misappropriation of third party intellectual property or other proprietary rights. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party with respect to the hCentive Solution, including the Software and Documentation, and hCentive is not aware of any asserted or unasserted third party claims challenging or affecting any right granted hereunder;

(k) No Open Source components are embedded or incorporated in the hCentive Solution or the Software other than those set forth on Exhibit D. hCentive is in compliance with all Open Source licenses governing all Open Source that is embedded or incorporated in the hCentive Solution or the Software, and a copy of or link to each relevant Open Source license has been provided to Licensee prior to the Effective Date of this Agreement. hCentive will not incorporate any Open Source components into, or combine Open Source components with, the hCentive Solution, including the Software, in a manner that would subject the hCentive Solution, including the Software, to a requirement that the Source Code be made publicly available;

(1) Exhibit B contains a complete listing of all Third Party Software. If any Third Party Software is subject to a separate shrink-wrap or clickwrap license, Licensee's or Customer's operation of such Third Party Software (including, without limitation, opening the shrink-wrapped package or clicking "accept" or "OK" or the like) shall not limit any of Licensee's or Customer's rights or hCentive's obligations hereunder with respect to the Software's conformity with the Documentation and the applicable Requirements;

(m) Exhibit F contains a full description of the Required Operating Environment, including the Designated Operating System, all third party software and programming language requirements in which the hCentive Solution, including the Software, is intended to be operated, and all hardware, computing, storage, connectivity and networking that will be sufficient in size, capacity and processing capability to operate the hCentive Solution, including the Software, in conformity with the Documentation and the Requirements;

(n) The following VPATs for Software were complete, accurate and current on the date that they were submitted to Licensee or 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;

(o) On or before the Subcontract Accessibility Date, the hCentive Solution and all Software included therein that is or includes End User Software will comply with the Massachusetts Accessibility Requirements, as further described in Article 6 of Exhibit A;

(p) On or before the Subcontract Accessibility Date, the Documentation for all Software that is or includes End User Software will be accessible in accordance with the Massachusetts Accessibility Requirements and as otherwise required by Customer; and

(q) 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 all such hCentive employees are authorized to work for hCentive in the United States.

5.2 <u>Disclaimer of Additional Warranties</u>. HCENTIVE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER RELATES ONLY TO THIS AGREEMENT AND NOT TO OTHER AGREEMENTS ENTERED INTO BY OPTUM AND HCENTIVE.

5.3 <u>Remedies</u>. Without limiting Licensee's or Customer's rights and remedies available under contract, at law or in equity, the following terms shall apply in the event of a breach of warranty by hCentive:

(a) Licensee, prior to assignment, and Customer, after assignment, will, upon becoming aware of the breach, promptly notify hCentive of the breach and any associated details

reasonably requested by hCentive in its attempt to remedy the breach, and hCentive shall immediately commence to cure such breach.

(b) If the warranty specified in Section 5.1(c) is breached, then the following terms will apply:

(i) Licensee or Customer will, upon hCentive's reasonable written request, use commercially reasonable efforts to cooperate with hCentive in recreating the conditions that existed at the time the hCentive Solution, including the Software and each component thereof, failed, but the inability to recreate or replicate such conditions or the error, after Licensee or Customer has utilized commercially reasonable efforts, is not a condition precedent to the application of the remedies set forth in this Section 5.3(b) or hCentive's liability for Service Level credits as described in Part 2 of Exhibit C.

(ii) When hCentive is notified of the breach, hCentive shall immediately commence to cure such breach, including through the provision of all applicable Maintenance and Support Services, in accordance with the time requirements applicable, pursuant to Exhibit C to this Agreement, to the issue causing the breach.

(iii) If hCentive fails to cure the breach within thirty (30) days after written notice of the breach is given to hCentive (provided, that no such cure period shall apply to the extent provided in Article 9 of Part 1 of Exhibit C to this Agreement), then Licensee (prior to assignment), or Customer (after assignment), will be entitled to receive all Service Level credits related to such breach, as determined in accordance with Section 1.7 of Part 2 of Exhibit C to this Agreement and may in addition (A) terminate this Agreement in whole or in part in accordance with Section 11.2 of this Agreement, in which case hCentive shall, in the event of a partial termination, reduce the Fees under this Agreement equitably to reflect the terminated portion of this Agreement, and (B) declare the occurrence of a Release Event for the release of the Source Materials in accordance with Article 14 of Exhibit A to this Agreement.

(c) With regard to the accessibility warranties specified in Sections 5.1(n), 5.1(o) and 5.1(p), hCentive, in accordance with the requirements set forth in Article 6 of Exhibit A, will make all corrections to the hCentive Solution, including all Software and Documentation, on or prior to the Subcontract Accessibility Date in order to avoid a breach of such warranties.

5.4 <u>Remedies Not Exclusive; Survival</u>. The remedies in Section 5.3 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. This Article 5 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

### 6. LIMITATION OF LIABILITY AS BETWEEN OPTUM AND HCENTIVE

### 6.1 <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 TWO TIMES THE TOTAL OF ALL AMOUNTS PAID TO HCENTIVE UNDER THIS AGREEMENT OVER THE PRIOR 12 MONTHS, WHICHEVER IS GREATER, REGARDLESS OF WHETHER SUCH CLAIM IS BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND PRODUCT LIABILITY) OR OTHERWISE, EXCEPT WITH RESPECT TO BREACH OF AN OBLIGATION THAT IS SUBJECT TO INDEMNIFICATION UNDER ANY OF SECTIONS 8.1(a), 8.1(b), 8.1(c), 8.1(d), 8.1(f) OR 8.1(g).

(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.

6.2 <u>Disclaimer of Other Damages</u>. EXCEPT WITH RESPECT TO THE BREACH BY HCENTIVE OF AN OBLIGATION THAT IS SUBJECT TO INDEMNIFICATION UNDER ANY OF SECTIONS 8.1(a), 8.1(b), 8.1(c), 8.1(d), 8.1(e), 8.1(f) OR 8.1(g), 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 CUSTOMER AGAINST OPTUM AND CAUSED BY HCENTIVE SHALL NOT BE CONSIDERED INDIRECT OR CONSEQUENTIAL, EXEMPLARY, PUNITIVE OR SPECIAL DAMAGES.

6.3 <u>Applicability</u>. 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.

#### 7. 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 7 AND SECTION 11 OF THE AND CONDITIONS. TOGETHER COMMONWEALTH TERMS WITH THE COMMONWEALTH STANDARD CONTRACT FORM, SET FORTH HCENTIVE'S ENTIRE LIABILITY TO CUSTOMER UNDER THIS AGREEMENT.

#### 8. INDEMNITIES AND INSURANCE

#### 8.1 <u>Defense and Indemnification</u>.

(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 Licensee, 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 hCentive Solution, including the Software and Documentation, or the Maintenance and Support Services (and 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, Customer Owned Software 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) developed solely by Optum or its employees and (ii) provided to hCentive and its Personnel in the performance of this Agreement or the Professional Services 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 Licensee 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 Article 7 above) 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 shall (at hCentive's expense) fully defend, indemnify and hold Licensee, 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 breach of the No Surreptitious Code warranty set forth in Section 5.1(f) or any other representation, warranty or covenant set forth in Section 5.1;

(g) hCentive shall (at hCentive's expense) fully indemnify, defend and hold Optum harmless for (i) all costs or expenses incurred by Optum to bring the hCentive Solution and the Software that is or includes End User Software and all related Documentation 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, by the dates required in Sections 5.1(n), 5.1(o) and 5.1(p), and to remedy accessibility issues with all related

Documentation and (ii) all credits or penalties that Optum incurs under the Prime Contract as a result of hCentive's breach of the warranties specified in Sections 5.1(n), 5.1(o) and 5.1(p), subject to Section 6.1(a) and Section 6.2.

(h) 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 (i) modifications made by or on behalf of Customer (except those directed by hCentive or its Personnel); (ii) 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 (iii) hCentive's adherence to specifications or instructions provided by Customer in writing; provided that such infringement, misappropriation or violation would not have occurred absent (i), (ii) and/or (iii). hCentive's obligation to indemnify Licensee or Customer under this Article 8 does not extend to any third party software that hCentive did not provide as part of the hCentive Solution (which hCentive Solution includes the Software, Documentation and Maintenance and Support Services).

#### 8.2 <u>Remedies</u>. In addition to and without limiting hCentive's obligations under this

Agreement or Section 11 of the Commonwealth Terms and Conditions, if all or any part of the hCentive Solution, including the Software, Documentation and Maintenance and Support Services, or any component of any of the foregoing, is held, or Licensee or Customer reasonably determine that it could be held, to infringe, misappropriate or otherwise violate any third party intellectual property right, hCentive will at its expense and option: (a) procure for Licensee and Customer the right to continue using the item in accordance with its rights under this Agreement; (b) replace the item with an item that does not infringe, misappropriate or otherwise violate any third party intellectual property rights and, in Licensee's and Customer's reasonable discretion, complies with the item's specifications, maintains the required functionality and meets all relevant requirements under this Agreement, including all rights of use and ownership set forth in this Agreement; or (c) modify the item so that it no longer infringes, misappropriates or otherwise violates any third party intellectual property right and, in Licensee's and Customer's reasonable discretion, complies with the item's specifications, maintains the required functionality, and meets all relevant requirements under this Agreement, including all rights of use and ownership set forth in this Agreement. 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 hCentive Solution, including the Software and Documentation and the Maintenance and Support Services, depreciated using a straight line method of depreciation over a seven (7) year period from the date such hCentive Solution, including the Software, Documentation and Maintenance and Support Services, or any component of any of the foregoing, was delivered 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, 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 shall prevent the Attorney General of the Commonwealth from taking any action to which he or she is entitled.

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 additional insureds 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.

8.4 <u>Survival.</u> This Article 8 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

### 9. CONFIDENTIALITY

9.1 <u>Limits on Use</u>.

(a) Confidential Information will remain the property of the furnishing Party (or its owner, if the furnishing Party provides 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 such Confidential Information other than the rights

granted pursuant to this Article 9. Confidential Information of the furnishing 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 9), conform to the provisions of the Data Management and Confidentiality Agreement. Notwithstanding any provision of this Agreement, Optum may disclose hCentive Confidential Information to the Commonwealth including but not limited to Customer and Customer's advisors, as well as other subcontractors of Optum in performance of the Prime Contract and the Project. Other subcontractors of Optum and Customer's advisors will have entered into confidentiality agreements with provisions at least as protective as this Article 9. 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 will 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 9, 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.

(b) Notwithstanding the foregoing, Customer's obligation to maintain hCentive Confidential Information is subject and subordinate to Mass. Gen. Laws ("M.G.L.") c. 4 § 7 cl. 26 and c. 66 § 10.

(c) 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.

(d) This Section 9.1 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

9.2 <u>Return of Confidential Information</u>. All Licensee 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 9.2, 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 9. This Section 9.2 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

9.3 <u>Exclusions.</u> Nothing in this Agreement will prohibit or limit hCentive's or Licensee's use of information that is, as evidenced by written documentation of hCentive or Licensee, 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. This Section 9.3 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

9.4 <u>Disclosure Pursuant to Legal Process</u>. 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. This Section 9.4 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

9.5 <u>Equitable Relief</u>. hCentive and Licensee agree that disclosure of hCentive's or Licensee's Confidential Information by a receiving Party, other than as permitted by this Article 9, will cause irreparable damage to hCentive or Licensee, as the case may be, and therefore, in addition to all other remedies available at law or in equity, hCentive or Licensee or Customer 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 Licensee shall be liable under this Agreement to each other for any use or disclosure in violation of this Article 9 by such Party, its subcontractors or its or their respective Personnel, attorneys, accountants or other advisors. This Section 9.5 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

9.6 <u>Treatment of Personal Information</u>. hCentive's performance of the services required under this Agreement may require the disclosure of protected health information. hCentive has entered into a Data Management and Confidentiality Agreement in connection with the Professional Services Agreement. hCentive will comply with the Data Management and Confidentiality Agreement in the performance of this Agreement and such agreement is incorporated by reference herein.

9.7 <u>Privacy Policies</u>. hCentive shall comply with and shall design, provide and cause the hCentive Solution, Software and Services to comply with the Security Requirements and 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 Licensee or Customer.

9.8 <u>No Removal of Customer Confidential Information</u>. hCentive shall not remove from Customer facilities, or maintain on hCentive equipment, any Licensee Confidential Information, Customer Confidential Information, Customer Data, Licensee's or Customer's proprietary information or other personal information without the prior written consent of Licensee and/or Customer, as applicable; provided, however, that hCentive employees working on Licensee's premises may maintain work product (so long as it does not contain Protected Information) on encrypted laptops provided by Licensee that physically remain in the U.S., as necessary to perform the Services.

9.9 <u>Removal of hCentive Personnel; Verification</u>. If Customer or Licensee believes that any hCentive Personnel performing services under this Agreement has violated any provision of the Data Management and Confidentiality Agreement, Licensee will notify hCentive, and may require that such hCentive Personnel immediately cease performing services under this Agreement. Upon twenty-four (24)-hour notice to hCentive, Customer shall have the right to visit any of hCentive's offices where services are being performed under this Agreement for the purpose of verifying and ensuring the confidentiality of Customer Confidential Information.

9.10 <u>Compliance of hCentive Personnel</u>. 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 (including the Security Requirements), the Commonwealth Terms and Conditions and Commonwealth of Massachusetts Executive Order 504.

#### **10. DISPUTE RESOLUTION**

10.1 Generally. hCentive and Licensee desire a professional relationship, and therefore shall try to resolve all disputes and controversies (collectively, "Disputes") under this Agreement. hCentive and Licensee, 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 Licensee, each of hCentive and Licensee may seek any applicable remedies at law or 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, Licensee and Customer shall each take such steps as reasonably necessary to mitigate any damages that each of hCentive, Licensee and Customer may accrue during these escalation and mediation procedures.

10.2 <u>Injunctive Relief</u>. Nothing in this Article 10 will prevent hCentive, Licensee or Customer from (a) 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 9.

### 11. TERMINATION OF THIS AGREEMENT

11.1 <u>Termination of this Agreement by Licensee for Licensee's Convenience</u>. At no additional cost to Licensee, Licensee may terminate this Agreement for its convenience, in whole or in part, from time to time, if and to the extent that Customer has terminated the requirement for the hCentive Solution, including the Software and Documentation and/or Maintenance and Support Services under the Prime Contract whether by termination of the Prime Contract or pursuant to a Change Order under the Prime Contract reducing the scope of the Prime Contract. 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 partial termination of this Agreement pursuant to this Section 11.1, the Fees set forth in Exhibit B shall be equitably reduced to reflect the terminated portion of this Agreement. Termination for convenience pursuant to this Section 11.1 will not relieve Licensee or Customer from its obligation to pay any and all fees that are owed by Licensee or Customer under this Agreement up to the date of termination.

#### 11.2 <u>Termination of this Agreement by Licensee for hCentive's Breach</u>. Licensee may

terminate this Agreement, in whole or in part, upon written notice to hCentive if hCentive breaches in any material respect any term of this Agreement and, if such breach is curable, fails to cure that breach within thirty (30) days after receipt of written notice of the breach from Licensee. Licensee may also terminate this Agreement, upon notice to hCentive and without any cure opportunity, under this Section 11.2 if (a) hCentive has a receiver appointed for it or its property; (b) hCentive makes an assignment for the benefit of creditors; (c) any proceedings are commenced by, for, or against hCentive under any bankruptcy, insolvency or debtor's relief law; or (d) hCentive is liquidated or dissolved. In the event of partial termination of this Agreement pursuant to this Section 11.2, the Fees set forth in Exhibit B shall be equitably reduced to reflect the terminated portion of this Agreement.

11.3 <u>Termination of this Agreement by hCentive for Breach</u>. hCentive may terminate this Agreement upon written notice to Licensee or Customer should Licensee or Customer breach, in any material respect, Sections 1.1, 1.2 or 1.8 and fail to cure that breach within thirty (30) days after receipt of written notice of the breach from hCentive.

Effect of Termination. Upon termination of this Agreement in whole by Licensee in 11.4 accordance with Sections 11.1 or 11.2 above, or by hCentive in accordance with Section 11.3, Licensee and Customer will discontinue the use of the Licensed Software and Licensed Software Documentation but an archival copy of the Licensed Software and Licensed Software Documentation may be retained in Customer's storage system in accordance with Section 1.8(d). In addition, copies of the Licensed Software escrowed in accordance with this Agreement shall be subject to the provisions of the applicable escrow agreement rather than this Section 11.4. Licensee and Customer shall return to hCentive, all copies of the Licensed Software and Licensed Software Documentation other than the archival copy maintained by Customer and copies escrowed in accordance with the applicable escrow agreement, and will destroy, and document in writing such destruction of, any embodiments of these materials stored in or on a reusable electronic or similar medium, including memory, disk packs, tapes, and other peripheral devices. Notwithstanding anything in this Section 11.4 or in this Agreement, nothing shall impair Customer's right to keep copies of the Licensed Software or Licensed Software Documentation in satisfaction of the Commonwealth's Records Retention Law, M.G.L. Ch. 30 s. 42.

11.5 <u>Transition Services</u>. Upon any termination of this Agreement, whether in whole or in part, hCentive will provide any transition assistance ("Transition Services") that may be reasonably requested by Licensee. 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 Licensee 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 Licensee 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 Licensee shall be performed by hCentive in accordance with the Hourly Rates in effect at the time of Transition Services.

11.6 <u>Survival</u>. The provisions of Articles 5, 6, 7, 8 and 14 and Sections 9.1-9.5, 13.1, 13.3, 13.6 and 13.11 of this Agreement and Articles 1 and 5 and Section 7.2 of Exhibit A hereto will survive and continue in full force and effect notwithstanding the termination or expiration of this Agreement.

#### **12.** SOURCE CODE ESCROW

12.1 <u>Generally</u>. hCentive agrees to deposit the Source Code in an escrow account with Customer and Optum as designated beneficiaries in accordance with the provisions set forth in Exhibit A.

12.2 <u>Source Code Escrow Agreement</u>. In accordance with its obligations to deposit the Source Code as outlined in Section 12.1, hCentive agrees to enter into a source code escrow agreement as described in Exhibit A.

### **13. MISCELLANEOUS PROVISIONS**

13.1 <u>Governing Law</u>. This Agreement is governed by the Laws of the Commonwealth of Massachusetts without reference to that state's choice of law provisions. Each Party hereby consents to the jurisdiction of any federal or state court located within Suffolk County, the Commonwealth of Massachusetts. This Section 13.1 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

13.2 <u>Notices</u>. All notices, communications and deliveries under this Agreement must be made in writing signed by the Party making the same, must specify the Section under this Agreement pursuant to which it is given or being made (if applicable), and will be given or made to the respective representatives specified in the Notices paragraph on Exhibit B. The respective representatives and the address for notices, communications and deliveries may be changed from time to time during the Term if notice of such change is given to the other Party in accordance with this Section 13.2.

13.3 <u>Severability; No Waiver</u>. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The waiver by hCentive, Licensee or Customer of any default or breach of this Agreement will not constitute a waiver of any other or subsequent default or breach. This Section 13.3 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

13.4 <u>No Assignment</u>. Other than as set forth in Exhibit A and Section 1.8(b), neither Licensee nor hCentive may assign or sublicense its rights or obligations under this Agreement without the prior express written consent of the other Party. Notwithstanding the foregoing, and subject to Section 8 of the Commonwealth Terms and Conditions, 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.

13.5 <u>Force Majeure</u>. Neither Party will be liable for any delays or failures in performance due 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 health insurance marketplace maintained by the United States federal government, or the delays resulting therefrom. Each Party will give the other Party notice as soon as possible upon the commencement and conclusion of a force majeure event in accordance with this Section 13.5. Notwithstanding the foregoing or anything to the contrary set forth in this Agreement, a force majeure event will not excuse, delay or suspend hCentive's obligation to comply with the business continuity and disaster recovery requirements referenced in Article 15 of Exhibit A or, to the extent not conflicting with such obligation, to invoke and follow its own business continuity plan or disaster recovery plan in a timely fashion.

13.6 <u>Complete Agreement; Precedence of Terms</u>. The Commonwealth Terms and Conditions, the Commonwealth Standard Contract Form, the Flow-Down Terms and this Agreement, including all exhibits and attachments, constitute the complete understanding between the Parties with respect to the subject matter hereof. In the event of a conflict between or among the provisions contained in this Agreement and its related exhibits and attachments the following order of priority shall control: (a) the Commonwealth Terms and Conditions (Attachment 1 to Exhibit A); (b) the Commonwealth Standard Contract Form (Attachment 2 to Exhibit A); (c) Exhibit A (the Flow-Down Terms); (d) the body of this Agreement; (e) Exhibit B; (f) Exhibit C – Part 1 and (g) Exhibit C – Part 2. This Agreement may be modified only in a writing which expressly references this Agreement and is executed by both of the Parties to this Agreement. This Agreement may be executed in several counterparts, all of which taken together will constitute one single Agreement between the Parties. This Section 13.6 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

13.7 <u>Compliance with Laws</u>. The Parties will comply with all Laws applicable to the performance of their rights and obligations under this Agreement.

13.8 <u>Relationship of the Parties.</u> The Parties acknowledge that in performing their obligations, each is acting as an independent contractor. The Parties do not intend to create any employment relationship or partnership, and nothing in this Agreement shall be construed so as to make any Party the partner, principal, agent or employee of any other Party. Neither Party has the authority to enter into any agreement, or make any warranty or representation on behalf of the other Party, except where and to the extent specifically authorized to do so in writing. hCentive shall at no time be considered an agent or representative of Licensee or Customer.

13.9 <u>Non-solicitation of Employees</u>. As between hCentive and Licensee, beginning on the Effective Date and until the earlier of one (1) year after the assignment or one (1) year after the end of the Term, neither Party will solicit the employment of any employee of the other Party involved in the performance of this Agreement or the delivery of services without the express written consent of such other Party. As between hCentive and Customer, beginning on the date of the assignment and continuing until one (1) year after the end of the Term, neither hCentive nor Customer will solicit the employment of any employee of the other who is involved in the performance of this Agreement or the delivery of services without the express written consent of the other who is involved in the performance of this Agreement or the delivery of services without the express written consent of the other. Notwithstanding the foregoing, hCentive, Licensee and Customer shall not be

prohibited hereby from hiring any person who is an employee of the other Party who responds to general "help wanted" advertisements published in newspapers or other broadly circulated media.

13.10 <u>Publicity</u>. hCentive shall not use Licensee's or Customer's name or refer to Licensee or Customer directly or indirectly in any marketing tool, media release, public announcement or public disclosure relating to the Project, the Massachusetts New HIX/IES Program or this Agreement, including in any promotional or marketing materials, web sites, customer lists, referral lists or business presentations, without the prior written consent of Licensee or Customer, respectively. hCentive must notify Licensee and Customer, prior to assignment, and only Customer, after assignment, promptly, to the extent permitted by Law, of any law enforcement or investigative agency inquiry about the Project, the Massachusetts New HIX/IES Program or 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 public statement or announcement relating to or arising from the services under this Agreement or relating to the Project or the Massachusetts New HIX/IES Program without the prior written consent of Licenseet of Licenseet of Customer or announcement relating to or arising from the services under this Agreement or relating to the Project or the Massachusetts New HIX/IES Program without the prior written consent of Licenseet of the Commonwealth's seal without permission of Customer. hCentive shall not release, make or issue any public statement or announcement relating to or arising from the services under this Agreement or relating to the Project or the Massachusetts New HIX/IES Program without the prior written consent of Licenseet of Licenseet (which will only be given if Customer provides such approval).

13.11 Interpretation of Agreement. The following rules of interpretation must be applied in interpreting this Agreement: (a) the section and subsection headings used in this Agreement are for reference and convenience only, and will not enter into the interpretation of this Agreement; (b) all references to Articles, Sections and Exhibits are to Articles and Sections in this Agreement and Exhibits to this Agreement, as the case may be; (c) the provisions of the Exhibits are incorporated in this Agreement; and (d) as used in this Agreement, the term "including" will always be deemed to mean "including without limitation." This Section 13.11 shall survive assignment, expiration and termination of this Agreement and continue in full force and effect, as between hCentive and Licensee, on the one hand, and hCentive and Customer, on the other.

13.12 <u>Subcontractors</u>. hCentive shall not engage lower-tiered subcontractors to perform any of the services under this Agreement without the prior written consent of Licensee and Customer. 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.

### 13.13 Changes.

(a) <u>Change Requests</u>. Licensee may submit a request for change ("Change Request") to hCentive to propose changes, including, but not limited to, changes to the applicable Requirements, Services, or Software, 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 Licensee 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

schedule for performance of the change described in the Change Request. 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 schedule for performance of the change described in the Change Request.

Change Orders. Upon agreement between Licensee and hCentive on the terms of (b) a requested change, Licensee shall issue a change order to this Agreement (a "Change Order"), which shall set forth (i) the Services to be performed, (ii) the associated T&M total price or total firm FP, based upon the Change Request proposal submitted by Licensee, as such proposal may be negotiated by hCentive and Licensee (including adjustments that may be required as a result of the Change Order issued by Customer pursuant to the Prime Contract), (c) a schedule for performance of the change described in the Change Request, and (d) other terms or conditions required to govern the completion of the change authorized 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 terms of this Agreement as modified by the Change Order. hCentive shall not commence performing any services, functions or responsibilities under a Change Order until the Parties have fully signed the Change Order. 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 this Agreement.

#### 14. **DEFINITIONS**

"AAC" has the meaning as set forth in Section 6.10 of Exhibit A.

"Accelerated Developments to COTS" means hCentive Software functionality the development of which was accelerated at Customer's request, licensed hereunder as hCentive Software, and 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. Accelerated Developments to COTS do not include any Customer Owned Software, including all modifications and enhancements to Customer Owned Software and all Customer Enhancements, as defined in Exhibit C Part 1.

"Acceptance" means, with respect to the Software, Optum's written notice of its confirmation that both Optum and Customer have determined that the Software conforms with the relevant Acceptance Criteria applicable to the Software, as more fully described in the Professional Services Agreement. "Acceptance Criteria" means the criteria pursuant to which the Software shall be Evaluated by Optum and Customer during the Acceptance process as more fully described in the Professional Services Agreement.

"Accessibility Testing Vendor" has the meaning as set forth in Section 6.9 of Exhibit A.

"Agreement" has the meaning as set forth at the top of the first page to this Agreement.

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

"BASE Software" means the Software that is hCentive's standard, commercially available computer programs and data in machine-readable form and all attendant intellectual property rights therein specifically listed as BASE Software on Exhibit B (including Accelerated Developments to COTS incorporated therein) that is licensed to Licensee or Customer under this Agreement, together with any error corrections, updates, modifications or enhancements thereto (including modifications and enhancements made to BASE Software in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise. BASE Software does not include any Customer Owned Software, including all modifications and enhancements to Customer Owned Software (including modifications and enhancements made to Customer Owned Software in order to comply with the accessibility requirements set forth in Sections and enhancements made to Customer Owned Software in order to comply with the accessibility requirements set forth in Sections and enhancements made to Customer Owned Software in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all Customer Enhancements, as defined in Exhibit C Part 1.

"Business Continuity Plan" has the meaning as set forth in Section 15 of Exhibit A.

"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 as set forth in Section 13.13(a).

"Change Request" has the meaning as set forth in Section 13.13(b).

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

"Commonwealth" has the meaning as set forth in the recitals.

"Commonwealth Standard Contract Form" means the Commonwealth Standard Contract Form set forth on Attachment 2 to Exhibit A.

"Commonwealth Terms and Conditions" means the Commonwealth Terms and Conditions set forth on Attachment 1 to Exhibit A.

"Confidential Information" means, as applicable in the context in which used, hCentive Confidential Information, Customer Confidential Information and Licensee Confidential Information.

"COTS Release" means a Minor Release or a Major Release of the BASE Software.

"Customer" has the meaning as set forth in the recitals.

"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 or the Professional Services Agreement.

"Customer Confidential Information" means (a) software of any third party licensed by Customer; (b) all personally-identifiable information regarding the Personnel of Customer; (c) all data provided by or on behalf of Customer in connection with the Project or the Massachusetts New HIX/IES Program; (d) Customer Data; (e) 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; (f) Web Information; and (g) any other proprietary information that is provided by or on behalf of Customer to hCentive in connection with this Agreement, in each case that is: (i) if provided in written form, marked as confidential (provided that information); (ii) if provided in oral form or visually, confirmed as confidential in writing within thirty (30) days after its initial disclosure; or (iii) 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 course of performing, configuring, testing or data loading, cleansing or conversion activities for Optum or Customer in connection with the Project and/or (c) created by Customer, Optum and/or end users in the use of the services or the Systems under the Project.

"Customer Owned Software" means all software (including any third party software) and other materials delivered to Licensee or Customer pursuant to the Professional Services Agreement that are not included in the Licensed Software, and all attendant intellectual property rights therein, together with any error corrections, updates, databases, data management processes and data supporting processes, modifications or enhancements thereto (including modifications and enhancements made in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise.

"Customer Owned Software Documentation" means all operator and user manuals, operating instructions, education materials, guides, listings, specifications and other materials, including

on-line information and materials, VPATs and all attendant intellectual property rights therein, relating to the use of the Customer Owned Software which either accompany the Customer Owned Software or are delivered by hCentive to Licensee or Customer pursuant to the Professional Services Agreement.

"Customer's Permitted Users" has the meaning as set forth in Section 1.1(b).

"Customer Policies" means all policies that Customer has provided to, given notice of, 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 or the Professional Services Agreement and as identified herein or in any Statement of Work.

"Data Management and Confidentiality Agreement" means the Data Management and Confidentiality Agreement entered into by hCentive in connection with the Professional Services Agreement.

"Designated Operating System(s)" means the computer operating system and database software, if applicable, designated on Exhibit B, or any operating system to which an exchange is allowed if applicable.

"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 the Software and that has the capability to degrade, impair performance, result in inaccurate data, deny accessibility, disable or adversely affect the use of Software, or harms or permits unauthorized access to any of Licensee's or Customer's data and/or systems (including any software, hardware or network owned, controlled or used by Licensee or Customer).

"Disputes" has the meaning as set forth in Section 10.1.

"Documentation" means Licensed Software Documentation, the Third Party Documentation and the Customer Owned Software Documentation.

"Effective Date" means the date on which this Agreement has been executed by both hCentive and Licensee, as indicated at the top of the first page to this Agreement.

"End User Software" means the Software with a user interface for external and/or internal end users, which interface permits such users to interface with New HIX and MEP.

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

"Escrow Agent" has the meaning as set forth in Section 14 of Exhibit A.
"Evaluate," "Evaluated" or "Evaluation" means, with respect to the Software, to inspect, test or otherwise evaluate the Software against the applicable Acceptance Criteria, as more fully described in the Professional Services Agreement.

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

"Final Acceptance" means Optum's and Customer's final written Acceptance (if any) of a completed System when Evaluated in accordance with the relevant Acceptance Criteria and Acceptance Process, as more fully described in the Professional Services Agreement.

"Flow-Down Terms" has the meaning as set forth in Section 1.4.

"FP" means fixed price.

"hCentive" has the meaning as set forth in the recitals.

"hCentive Confidential Information" means: (a) the Licensed Software (in both Source Code and object code versions); (b) the Licensed Software Documentation; (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, in each case that is: (i) 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); (ii) if provided in oral form or visually, confirmed as confidential in writing within thirty (30) days of its initial disclosure; or (iii) of such a nature that it would be understood to be confidential by a reasonable person.

"hCentive Software" means the (i) BASE Software and (ii) Accelerated Developments to COTS, together with any error corrections, updates, modifications or enhancements thereto and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise.

"hCentive Solution" has the meaning as set forth in Section 4.1 and includes, without limitation, all Software, Documentation and Services.

"Hourly Rates" has the meaning as set forth in Section 2.5(b).

"I-9 Process" means hCentive'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 into executable software, and to maintain and support such software. "IV&V" has the meaning as set forth in Section 1.11.

"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.

"Legacy HIX/IES Solution" means that certain system developed by Customer's former contractor, CGI Technologies and Solutions, Inc.

"License Fees" means the license fees payable by Licensee in accordance with Section 2.1, as specified in Exhibit B.

"Licensee" has the meaning as set forth the recitals.

"Licensee Confidential Information" means: (a) software of any third party licensed by Licensee or Customer; (b) all personally-identifiable information regarding the personnel of Licensee or Customer; (c) all data provided by Customer, or on behalf of, Customer in connection with the Project or the Massachusetts New HIX/IES Program including Customer Data; (d) all Customer Confidential Information; (e) all business or technical information of Licensee or Customer that is not generally known to the public and that Licensee or Customer, respectively, derives value from not being generally known, whether such information is disclosed orally or in writing; (f) the Customer Owned Software and Customer Owned Software Documentation; or (g) any other proprietary information of Licensee or Customer, in each case that is (i) 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 Licensee Confidential Information); (ii) if provided in oral form or visually, confirmed as confidential in writing within thirty (30) days of its initial disclosure; or (iii) of such a nature that it would be understood to be confidential by a reasonable person.

"Licensee's Permitted Users" has the meaning as set forth in Section 1.1(a).

"Licensed Software" means the BASE Software and any Third Party Software specifically described on Exhibit B and all attendant intellectual property rights therein, together with any error corrections, updates, databases, data management processes and data supporting processes, modifications or enhancements thereto (including modifications and enhancements made to Licensed Software in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise. For clarity, Licensed Software does not include any Customer Owned Software, including all modifications and enhancements to Customer Owned Software (including modifications and enhancements made to Customer Owned Software in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all Customer Index of Customer Owned Software in order to comply with the accessibility requirements set forth in Sections 5.1(n), 5.1(o) and 5.1(p), and Article 6 of Exhibit A) and all Customer Enhancements, as defined in Exhibit C Part 1.

"Licensed Software Documentation" means all operator and user manuals, operating instructions, education materials, guides, listings, specifications and other materials, including on-line information and materials, VPATs and all attendant intellectual property rights therein, relating to the use of the BASE Software which either accompany the BASE Software or are delivered by hCentive to Licensee as described in Exhibit B.

"Maintenance and Support Services" means the software maintenance and support services furnished by hCentive with respect to the hCentive Solution, including the Software, as contemplated under Section 3.4 and described in Exhibit C.

"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 Accessibility Requirements" means the accessibility and other requirements, as referenced in Article 6 of Exhibit A.

"Massachusetts New HIX/IES Program" has the meaning as set forth in Section 1.1(b)(ii).

"MEP" means the new Mass Health Eligibility Platform.

"Member" has the meaning set forth in Exhibit B.

"M.G.L." has the meaning as set forth in Section 9.1(b).

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

"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.

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

"Person" means any individual, corporation, limited liability company, partnership, trust or other legal entity.

"Personnel" means full-time and part-time employees, contract employees, individual consultants, volunteers, members, directors, officers, partners, agents, subcontractors and/or independent contractors.

"Post Warranty Support Term" means that period beyond the Warranty Period during which Licensee is engaged by Customer to provide maintenance and support services for any portion of the hCentive Solution, including the Software.

"Prime Contract" has the meaning as set forth in the recitals.

"Professional Services" means any programming, project management, consulting, installation, and/or training or education services provided by hCentive to Licensee.

"Professional Services Agreement" has the meaning set forth in the recitals.

"Project" means the project to be completed by Optum under the Prime Contract, including Optum's obligations to: (1) configure the hCentive Software and develop, test, implement, maintain, support and host the Massachusetts New HIX/IES Program for the Commonwealth and (2design, 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.

"Recommended Operating Environment" means hCentive's recommended requirements for the hosting environment for the Software, as set forth in Exhibit F, including the Designated Operating System, third party software, and programming language requirements in which the Software is intended to be operated, together with hardware, computing, storage, connectivity and networking that will be sufficient in size, capacity and processing capability to operate the hCentive Solution and the Software in conformity with the Documentation and the Requirements.

"Release Event" has the meaning as set forth in Section 14(b) of Exhibit A.

"Releases" means the three (3) major deployments of the Software that are to be provided under the Professional Services Agreement and subject to Evaluation and Acceptance by Licensee and Customer as described in the Professional Services Agreement.

"Requirements" means the requirements set forth in Exhibit I and all requirements of applicable Laws and Customer Policies, including the Security Requirements.

"Security Requirements" means the Laws and Customer Policies listed in Exhibit E, as such list may be updated by Licensee or Customer from time to time.

"Self-Help Code" means any back door, time bomb, drop dead device, or other software routine designed to disable a computer program automatically with the passage of time or under the

positive control of a person other than a licensee of the Software. Self-Help Code does not include software routines in a computer program, if any, designed to permit an owner of the computer program (or other person acting by authority of the owner) to obtain access to a licensee's computer system(s) (e.g., remote access via modem) solely for purposes of maintenance or technical support.

"Services" means the Maintenance and Support Services and all other services provided by hCentive pursuant to this Agreement or the Professional Services Agreement.

"Software" means (i) the Licensed Software and (ii) the Customer Owned Software, and all attendant intellectual property rights therein, together with any error corrections, updates, databases, data management processes and data supporting processes, modifications or enhancements thereto and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise.

"Source Code" means the human readable form of the Software, including written comments and programmer documentation, flow charts, logic diagrams, pseudo code, notations or other supporting writings and all attendant intellectual property rights therein, regardless of the media on which it is stored, and intended for translation into an executable or intermediate form, or intended for direct execution through interpretation.

"Source Materials" means Source Code, 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.

"Staffing Plan" has the meaning as set forth in Section 2.5(c).

"Statement of Work" means a statement of work executed pursuant to the Professional Services Agreement.

"Subcontract Accessibility Date" means June 30, 2015.

"System" means the hCentive Solution.

"Term" has the meaning as set forth in Section 1.7.

"Third Party" means the third party(s) owner(s) of all right, title and interest in and to the Third Party Software and Third Party Documentation.

"Third Party Documentation" means all operator and user manuals, operating instructions, education materials, guides, listings, specifications and other materials, including on-line information and materials and all attendant intellectual property rights therein, relating to the use of the Third Party Software , which accompany the Third Party Software or are delivered to Licensee in connection with this Agreement or the Professional Services Agreement.

"Third Party Software" means the computer programs and data in machine-readable form and all attendant intellectual property rights therein specifically designated as Third Party Software on

Exhibit B and any third party software embedded in the BASE Software or the Customer Owned Software or required for the Software to conform to the Documentation and the Requirements, together with any error corrections, updates, modifications or enhancements thereto and all attendant intellectual property rights therein furnished by hCentive in connection with the Maintenance and Support Services or otherwise.

"T&M" means time and materials.

"T&M Resources" means those hCentive Personnel described in Section 1.1 of Part 1 of Exhibit C.

"Transition Services" has the meaning as set forth in Section 11.5.

"Unauthorized Code" means any virus, Trojan horse, worm or other software routines or equipment components designed to permit unauthorized access, to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions. The term Unauthorized Code does not include Self-Help Code.

"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 the later of (i) six (6) months thereafter and (ii) the date following the end of the six (6) month period described in (i) when all Defects, Incidents (as defined in the Software License Agreement) and Problems (as defined in the Software License Agreement) that are open as of the end of such six (6) months thereafter or such other period as set forth in the applicable Statement of Work. (Capitalized terms used in this definition and not defined herein are used with the meanings given to them in the Professional Services Agreement.)

"WCAG2 Standards" has the meaning as set forth in Section 6.3 of Exhibit A.

"Web Information" means information regarding any website of the Commonwealth, any ecommerce 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.

## [SIGNATURE PAGE FOLLOWS]

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

OPTUMINSIGHT, INC.	
BC: What	
Title: John C. Santelli, CIO, Optur	m

## HCENTIVE, INC.

By:\_\_\_\_\_
Title:\_\_\_\_\_

Date: 9-30-14

Date:\_\_\_\_\_

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

OPTUMINSIGHT, INC.	HCENTIVE, INC.
By:	By: Dany
Title:	Title: CEO
Date:	Date: September 30, 2014

### EXHIBIT A

#### **FLOW-DOWN TERMS**

#### 1. ASSIGNMENT.

#### 1.1 Assignment to Customer.

(a) hCentive acknowledges and agrees that the Software, Documentation and Maintenance and Support Services provided pursuant to this Agreement are being provided in support of the performance of the Prime Contract. Except as set forth in Section 1.2(b) of this Exhibit A, hCentive acknowledges and agrees that, upon termination or expiration of the Prime Contract, or upon written notice from Licensee or Customer (whichever is sooner) informing hCentive that this Agreement is assigned, all rights, duties and obligations of Licensee 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 Licensee 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 Licensee 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 Licensee prior to such transfer and assignment, excluding (i) Optum's confidentiality obligations, which shall survive assignment, and (ii) 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 Licensee in and to the rights conveyed pursuant to this Agreement with regard to the Software, Documentation and Maintenance and Support Services and this Agreement.

#### 1.2 <u>Assignment Terms</u>.

(a) hCentive agrees that, prior to the transfer and assignment of this Agreement to Customer, as used in Attachment 1 to this Exhibit A – 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 "Licensee" (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 (the "Commonwealth Standard Contract Form"), and (ii) as used in this Agreement and its Exhibits, "Licensee" or "Optum" shall mean "Customer," except in the Whereas clauses, Sections 1.1-1.4, 1.6, 1.8(d), 2.5, 13.6, 13.8, 13.9 and 13.10, Articles 5, 6, 8, 9 and 10, and the definitions of "Customer Data," "Disabling Device," "Effective Date," "Licensee," "Licensee Confidential Information," "Licensee's Permitted Users," "Optum," "Party" and "Post Warranty Support Term," of the Agreement, Sections 6.10 and 6.11 and Articles 1, 2, 4, 5, 7, 8, 9, 10, 11, 15 and 17 of this Exhibit A and Sections 8 and 9 of Exhibit C – Part 1, in which the terms "Licensee" or "Optum" shall mean OptumInsight, Inc. All other terms shall remain unchanged.

## 2. COMMONWEALTH TERMS.

The Commonwealth Terms and Conditions and the Commonwealth of Massachusetts Standard Contract Form are an integral part of this Agreement by and between hCentive and Licensee and shall apply to and govern the relationship between hCentive and Licensee, prior to the assignment of this Agreement to Customer, and the relationship between hCentive and Customer following assignment of this Agreement to Customer.

## 3. END OF LIFE.

hCentive shall monitor the hCentive Solution, including all Software and the components thereof, for end of life, and shall promptly notify Licensee if the hCentive Solution, or any Software or component thereof, including any Third Party Software, has been discontinued or will reach end of life within the next calendar year. Prior to the end of the Warranty Period, hCentive shall replace any such Software or other component of the hCentive Solution at no additional charge to Licensee if hCentive knew or should have known based on the information available from the Software publisher that such Software or other component of the hCentive Solution would become end of life within the term of this Agreement. Otherwise, hCentive will perform such replacement at a cost to be mutually agreed to by hCentive and Licensee.

## 4. NO TRANSFER FEES.

No additional license fees, transfer fees or the like shall be due in respect of this Agreement or its assignment to Customer regardless: (1) whether Licensee or one of its affiliates uses or hosts the hCentive Solution, including the Software and Documentation, for purposes of the Project or the Massachusetts New HIX/IES Program; (2) whether Licensee or Customer engage a third party to use, manage, operate, maintain and/or support the hCentive Solution, including the Software or Documentation, on behalf of Licensee or Customer for purposes of the Project or the Massachusetts New HIX/IES Program; (3) of the servers on which the hCentive Solution, including the Software and Documentation, reside; (4) of the number or location of the servers used to host the hCentive Solution, including the Software; or (5) whether Customer or another Commonwealth entity or entities, as a result of a government reorganization, exercise Customer's rights and carry the Customer's duties and obligations under this Agreement.

## 5. **BANKRUPTCY.**

All rights and licenses granted under or pursuant to this Agreement by hCentive to Licensee and 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 Licensee 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, Licensee and Customer shall be entitled to retain all of their rights under this Agreement.

## 6. ACCESSIBILITY.

6.1 If Licensee 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 Licensee or Customer, hCentive agrees to promptly correct/remedy such defect or deficiency in the Software or Documentation at no cost to Licensee or Customer.

6.2 In addition, on or before the Subcontract Accessibility Date, hCentive agrees that all Software that is or includes 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/.

6.3 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 <u>http://www.w3.org/WAI/intro/weag.php</u>) for the following sections of the Enterprise Accessibility Standards: (a) Section 2, Technical Standards – Applications of the Enterprise Information Technology Accessibility Standards; and (b) Sections 1 through 5 and Section 8 of the Enterprise Web Accessibility Standards 2.0.

6.4 Prior to commencing any design work with regard to the Software, including future Major Releases (as defined in Section 12 of Part 1 of Exhibit C), hCentive will meet with Licensee 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.

6.5 hCentive will make all corrections to Software that is or includes End User Software and all related Documentation to bring such Software and Documentation into compliance with Section 6.2 and the warranties contained in Sections 5.1(n), 5.1(o) and 5.1(p) on or prior to the Subcontract Accessibility Date. hCentive shall send to Licensee on or before the Subcontract Accessibility Date a letter and certified results from a Commonwealth-approved accessibility testing vendor demonstrating that all Software that is or includes End User Software and all related Documentation are 100% compliant with the Enterprise Accessibility Standards and interoperate with the environments on the AT/IT List, as each exists on the Effective Date. Failure to comply with this Section 6.5 and the warranties in Sections 5.1(n), 5.1(o) and 5.1(p) will be a material breach of this Agreement.

6.6 <u>Training and Documentation</u>. hCentive shall coordinate with Licensee and the AAC in the identification of all prospective attendees at any training provided by hCentive who require disability accommodation, and shall cooperate with Licensee and Customer in the provision of

such accommodation. hCentive shall work with Licensee to develop the training strategy, approach and materials with which Customer and Licensee 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.

6.7 <u>Testing</u>. Accessibility testing must be incorporated as part of hCentive's overall quality assurance process. Prior to delivering to Licensee or Customer any Software that is or includes End User Software and all related Documentation, 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 Software that is or includes End User Software and all related Documentation against the Enterprise Accessibility Standards for interoperability with the AT/IT List. At the time any Software that is or includes End User Software and all related Documentation is delivered to Licensee or Customer, hCentive must deliver the results of all related accessibility testing.

6.8 <u>Accessibility Test Results and Waivers</u>. hCentive represents that it has submitted to Licensee prior to the Effective Date the VPAT for all Software that is or includes End User Software and all related Documentation, or with respect to such End User Software for which hCentive does not have sufficiently detailed VPATs, all alternative accessibility testing information or test results related to such End User Software. In the event that Licensee or Customer determines that such Software that is or includes End User Software and all related Documentation presents accessibility issues that cause the End User Software licensed hereunder to fail to meet the Enterprise Accessibility Standards or fail to interoperate with the AT/IT List, hCentive shall cooperate with Customer and Licensee on a mitigation plan acceptable to Customer, to bring such Software that is or includes End User Software and all related Documentation into compliance on or prior to the Subcontract Accessibility Date.

6.9 <u>Accessibility Testing Vendor</u>. A third party accessibility testing contractor engaged by Customer (an "Accessibility Testing Vendor") or accessibility testing vendors hired by Licensee, may test the Software that is or includes 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 Licensee, if any, to permit the Accessibility Testing Vendor and other testers full access to the Software for this purpose.

6.10 <u>Accessibility Advisory Committee</u>. hCentive will collaborate with Licensee and Customer and communicate throughout the Project and Massachusetts New HIX/IES Program 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 Licensee, 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 and the Massachusetts New HIX/IES Program. 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.

## 6.11 <u>Prioritization and Remediation of Accessibility Defects</u>.

(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 Software 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 Software to Customer. If and to the extent any accessibility defects are identified, a list of accessibility defects with regard to Software that is or includes End User Software and all related Documentation shall be developed by Licensee and Customer, with input from hCentive. Working with the AAC, the Accessibility Testing Vendor, other accessibility testing vendors, and hCentive, Licensee and Customer shall prioritize such defects.

(c) hCentive shall be responsible for curing, at no cost to Licensee or Customer, all additional accessibility defects in all Software that is or includes 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 working with the AAC and the Accessibility Testing Vendor. Such cure of accessibility defects is required on or before the Subcontract Accessibility Date for the Software. 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.

(b) hCentive shall collaborate with Licensee, Customer, the AAC, and the Accessibility Testing Vendor and other accessibility testing vendors to resolve those accessibility defects in Software that is or includes End User Software and all related Documentation related to interoperability with the environments listed on the AT/IT List.

6.12 hCentive shall provide an updated VPAT for all Major Releases of the Software delivered during the term of the Agreement and shall comply with each accessibility statement contained therein.

6.13 Failure to meet the obligations set forth in this Section 6 of this Exhibit A shall be considered a material breach of this Agreement and a breach of the warranties set forth in Sections 5.1(n), 5.1(o) and 5.1(p) of the Agreement.

## 7. PERSONNEL RESPONSIBILITIES.

7.1 In no event will any of hCentive's Personnel be considered employees of Licensee or Customer. For the avoidance of doubt, neither hCentive nor any of its Personnel are entitled to any medical or dental coverage or life or disability insurance from Licensee or Customer, or are entitled to participate in any Licensee or Customer pension or any other benefits afforded to any of Licensee's or Customer's employees. All matters governing the employment of hCentive's Personnel shall, as between Licensee or Customer and hCentive, be hCentive's full responsibility. hCentive assumes full responsibility for the actions of its Personnel while performing Maintenance and Support Services under this Agreement. As between Licensee and hCentive, hCentive shall be responsible for the supervision, direction and control of its Personnel as well as 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. hCentive acknowledges and agrees that neither Customer nor Licensee is under any obligation to assist hCentive in obtaining any work permits for such Personnel to work in the United States. In the event hCentive obtains Customer's express prior written consent (which consent shall be obtained from Licensee prior to the assignment) for the performance of Maintenance and Support Services by 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 Personnel and the performance of any Maintenance and Support Services outside of the United States, including, without limitation, the applicable Laws of the jurisdiction(s) in which the Maintenance and Support Services are being performed.

7.2 Notwithstanding anything to the contrary contained in Section 11 of the Commonwealth Terms and Conditions, hCentive agrees to fully defend, indemnify and hold Licensee and Customer and their respective 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 its 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.

## 8. COOPERATION.

hCentive will reasonably cooperate with Licensee and Customer in taking actions, providing information and executing documents as appropriate to achieve the objectives of this Agreement, the Project and the Massachusetts New HIX/IES Program.

## 9. AUDIT.

9.1 <u>Security Audit</u>. In addition to the obligations set forth in Section 7 of the Commonwealth Terms and the rights of Customer and the Commonwealth pursuant to the terms of the Commonwealth Standard Contract Form, prior to assignment, hCentive will provide to Licensee

and Customer, and after assignment, hCentive will provide to Customer, with reasonable prior notice, access to hCentive Personnel, books and records applicable to hCentive's performance under this Agreement, and to facilities where Customer Data is maintained, for the purpose of allowing Licensee or Customer (or its or their authorized representatives) to perform an audit of the security practices, procedures and safeguards utilized by hCentive in the performance of this Agreement as Licensee or Customer may reasonably request to (a) assure itself of the security of Customer Data; (b) examine and verify hCentive's disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage implemented under this Agreement; (c) examine and verify compliance with quality initiatives and quality assurance; and (d) 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 Customer or Licensee 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 Licensee and Customer, on the other, during hCentive's normal business hours and in a manner so as not to disrupt the performance of services under this Agreement. Reports from any audit conducted by Licensee or Customer of hCentive will be provided to hCentive, with the right of Licensee to redact any information not pertaining to hCentive.

9.2 <u>Document Requests</u>. In accordance with Section 7 of the Commonwealth Terms and Conditions, Licensee or Customer may request, upon reasonable prior written notice, such notice being reasonably sufficient to permit hCentive to gather the requested records and to produce directly pertinent records to verify compliance with Article 9 of the Agreement, Confidential Information and Article 16 of Exhibit A, Security Requirements. Licensee, Customer and hCentive 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.

9.3 Audits of hCentive's Compliance with This Agreement. hCentive shall provide to Licensee and Customer, and their respective auditors (including internal audit staff), inspectors, regulators and other representatives as Licensee or Customer may from time to time designate in writing, access, no more than once in any 12-month period (except that audits and inspections required by regulators may be conducted at any time required by such regulators, and except that Licensee or Customer may conduct audits and inspections more frequently in situations where either has reasonable cause to believe that hCentive is not in compliance with an obligation that is subject to the applicable audit), at all reasonable times (and in the case of regulators at any time required by such regulators) to hCentive's facilities, to hCentive Personnel, and to data and records relating to the hCentive Solution, including the Software, Documentation and Services, for the purpose of performing audits, examinations and inspections of hCentive's performance of its obligations under this Agreement, including:

(a) to permit evaluation and verification of any invoices, payments, or claims submitted by hCentive or any of hCentive's subcontractors;

(b) to secure adequate tax, expense, depreciation, regulatory compliance and similar information;

(c) to examine any other matters necessary to enable Licensee and Customer to meet applicable legal and regulatory requirements and any matters reasonably requested by Licensee or Customer; and

(d) to ensure that hCentive is performing its obligations in accordance with the terms of this Agreement.

9.4 <u>Limitations</u>. Notwithstanding anything in this Section 9 in this Exhibit A to the contrary, audits conducted on hCentive premises shall be limited to systems and data solely related to Licensee and Customer and the services provided under this Agreement; provided, that if any audit to be conducted by or on behalf of Licensee or Customer would be prevented or restricted because of systems and data that relate to both Licensee or Customer and to other hCentive customers, hCentive will reasonably cooperate to permit an audit that meets Licensee's or Customer's needs 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. In performing audits, Licensee, 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 accordance with this Agreement. In addition, hCentive will work with Licensee and Customer or their authorized representatives to provide the assurances requested by Licensee and Customer or their authorized representatives with regard to data security and related procedures.

9.5 <u>Records Retention</u>. 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) 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 Licensee and Customer to take advantage of its and their audit rights under this Article 9.

9.6 <u>Audit Follow Up</u>. hCentive shall promptly respond to any deficiencies identified by any audit report relating to hCentive and work diligently with Licensee, or Customer, as the case may be, regarding such identified deficiencies.

## 9.7 <u>hCentive Audits and Certifications</u>.

(a) <u>Certifications</u>. 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 9.7(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) <u>SSAE-16</u>. 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 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) <u>Government Audits</u>. 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.

## **10. CUSTOMER'S WORKPLACE POLICIES.**

In the performance of this Agreement at Customer facilities, hCentive Personnel will comply with Licensee's and Customer's Policies of which they have been informed. 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 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 11.2 of the Agreement, Licensee may terminate this Agreement on written notice to hCentive. hCentive shall comply with all Laws 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.

### 11. OFFSHORE RESOURCES.

No offshore resources shall be used by hCentive without prior written permission of Customer and Licensee, other than for development and testing with de-identified data. Should Customer choose to use any offshore hCentive resources, no such offshore resources shall download any Customer Data onto any electronic data storage device external to a workstation or laptop, such as portable media (e.g., a CD), a PDA or an external storage device, whether on premises or in the cloud. No such offshore resources deployed by hCentive at any time in connection with the services under this Agreement 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 Licensee 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. Provided on Attachment 3 to this Exhibit A is a listing of all hCentive offshore resources approved by Customer as of the Effective Date of this Agreement for use in the performance of the services.

#### **12. PROJECT MEETINGS.**

At Licensee's request, hCentive agrees to participate, and to cause its subcontractors to participate (at no additional cost to Licensee), in periodic critical design review meetings with Licensee 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 Licensee may reasonably request in connection with the activities contemplated under this Agreement.

### **13. VERSIONS AND MAJOR RELEASES.**

The Parties understand that Customer desires Licensee to implement the hCentive Solution and each System under the Prime Contract using current releases of all Software. Therefore, hCentive shall provide to Licensee prior to assignment, and to Customer after assignment, at the same time such is made available to all other licensees, all Major Releases and Minor Releases (as defined in Section 11 of Part 1 of Exhibit C) of the Software which Licensee or Customer may decide in their discretion to implement.

### 14. ESCROW.

hCentive shall, at Optum's expense, establish and maintain an escrow account naming Customer and Optum as beneficiaries for the hCentive Solution and the Software. 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 Optum, hCentive, Customer and the Escrow Agent in good faith). hCentive hereby grants a license consistent with the license granted in Section 1.1(b) of the Agreement to Customer and Optum to the Source Materials that will be automatically effective upon a Release Event (as defined below). The escrow agreement shall include the following provisions:

(a) Then-current Source Materials will be deposited upon each Release, COTS Release, Minor Release and Major Release of the Software 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 Release, COTS Release, Minor Release or a Major Release, at least once per calendar quarter.

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

(i) hCentive fails in any material respect to comply with its obligations to provide support and maintenance for the Software in accordance with the applicable Terms and Conditions for the Maintenance and Support Services set forth in Exhibit C, Parts 1 and 2, and any such failure is not remedied in accordance with this Agreement;

(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 5.1(c) of the Agreement or Article 8 of Part 1 of Exhibit C to 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) 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.

(e) 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.

## **15. BUSINESS CONTINUITY PLAN.**

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

## **16. 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. Without limitation, hCentive, the hCentive Solution and the Software shall comply at all times with the Security Requirements.

## **17.** APPROVAL OF THIS AGREEMENT.

This Agreement shall not be effective without Customer's approval. If Customer fails to approve the subcontractor relationship between Licensee and hCentive or any of the terms of this Agreement, Licensee may terminate this Agreement, if executed prior to Customer's approval or non-approval, pursuant to Article 11 of the Agreement. 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.

#### **18.** SUBSTITUTIONS.

During the Term of this Agreement, 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 Licensee.

### **19. REPOSITORY.**

hCentive acknowledges that Optum has obligations to submit Project materials, Software and Documentation into Customer's repository. hCentive hereby agrees that it shall provide Optum with the following: (a) status reports, Change Orders, organization charts, meeting agendas and minutes and all other management and governance documents; (b) all Documentation (including all current drafts); (c) object code and Source Materials for all Software, other than the Licensed Software; 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.

## **20.** SOURCE MATERIALS AND DOCUMENTATION.

20.1 Source Materials.

(a) Upon delivery of any 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.

6.2. Documentation.

(a) hCentive shall supply appropriate Documentation to enable Optum's and Customer's appropriately skilled personnel to use the hCentive Solution, including the Software, effectively and shall provide updated Documentation as necessary in connection with any changes and customizations.

(b) hCentive shall provide Documentation for Software at the time of delivery, and such Documentation shall include all applicable user documentation.

(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) hCentive shall: (i) maintain all such Documentation; (ii) update all such Documentation including updates to Documentation necessary to reflect any updates made to the

hCentive Solution, including the Software; 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.

## **19.6** Support and Training.

(a) <u>Training</u>. 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.

(b) <u>Knowledge Transfer</u>. 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.

## Attachment 1

#### **Commonwealth Terms and Conditions**

hCentive is required to comply with the Commonwealth Terms and Conditions excluding Section 3 (Contractor Payment Mechanism), attached hereto as Attachment 1. 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) <u>Contractor</u> means hCentive.

(b) <u>Contract</u> means the Agreement and all Exhibits and Attachments thereto between hCentive and Optum.

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

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 Comptroller, these the Office of the by 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. Α deliverable shall include any tangible product to be delivered as an element of performance under a The Commonwealth is entitled to Contract. 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.** <u>Contract Effective Start Date.</u> 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. <u>Payments And Compensation.</u> 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. <u>Contract</u> <u>Termination</u> <u>Or</u> <u>Suspension</u>. 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 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. <u>Written Notice</u>. 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. <u>Confidentiality</u>. 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. <u>Record-keeping</u> <u>And</u> <u>Retention</u>, <u>Inspection</u> <u>Of</u> <u>Records</u>. 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.** <u>Subcontracting By Contractor.</u> 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. <u>Affirmative</u> <u>Action</u>, <u>Non-Discrimination</u> <u>In</u> <u>Hiring</u> <u>And</u> <u>Employment</u>. 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, 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.** <u>*Waivers.*</u> 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.** <u>*Risk Of Loss.*</u> 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 Commonwealth reference these 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. 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:				
	(signature)			
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 F	AX: 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 <u>Executive Office for Administration and Finance</u> (ANF), the <u>Office of the Comptroller (CTR)</u> and the <u>Operational Services Division (OSD)</u> 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 <u>www.mass.gov/osc</u> under <u>Guidance For Vendors - Forms</u> or <u>www.mass.gov/osd</u> under <u>OSD Forms</u>.

CONTRACTOR LEGAL NAME:	<b>COMMONWEALTH DEPARTMENT NAME</b> :
(and d/b/a): OptumInsight, Inc.	MMARS Department Code:
Legal Address: (W-9, W-4,T&C):	<b>Business Mailing Address:</b>
13625 Technology Drive, Eden Prairie, MN 55344	
<b>Contract Manager:</b> Brent Antony	<b><u>Billing Address</u></b> (if different):
<b><u>E-Mail</u>:</b> brent.antony@optum.com	Contract Manager:
<b>Phone:</b> 615-435-0862 Fax:	E-Mail:
Contractor Vendor Code:	Phone: Fax:
Vendor Code Address ID (e.g. "AD001"): AD	MMARS Doc ID(s):
<u>-</u>	<b>RFR/Procurement or Other ID Number:</b>
(Note: The Address Id Must be set up for <u>EFT</u>	
payments.)	
X NEW CONTRACT	CONTRACT AMENDMENT
<b>PROCUREMENT OR EXCEPTION TYPE</b> :	Enter Current Contract End Date <u>Prior</u> to
(Check one option only)	Amendment:, 20
Statewide Contract (OSD or an OSD-	Enter Amendment Amount: \$ (or "no
designated Department)	change")
<u>Collective Purchase</u> (Attach OSD approval,	<b>AMENDMENT TYPE</b> : (Check one option only.
scope, budget)	Attach details of Amendment changes.)
X Department Procurement (includes State or	<u>Amendment to Scope or Budget (Attach updated</u>
Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and	scope and budget)
Response or other procurement supporting	Interim Contract (Attach justification for Interim
documentation)	Contract and updated scope/budget)
<u>Emergency Contract</u> (Attach justification for	<u>Contract Employee</u> (Attach any updates to scope or
emergency, scope, budget)	budget)
<u>Contract Employee</u> (Attach <u>Employment Status</u> Form, scope, budget)	Legislative/Legal or Other: (Attach authorizing
, I, C,	language/justification and updated scope and budget)
<u>Legislative/Legal or Other</u> : (Attach authorizing language/justification, scope and budget)	· · ·

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

<u>X</u> Commonwealth Terms and Conditions \_\_\_\_ Commonwealth Terms and Conditions For Human and Social Services

**<u>COMPENSATION</u>**: (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.

<u>Rate Contract</u> (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 <u>EFT</u> 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 30 days \_\_% PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle \_\_ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); \_\_ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u>.)

**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.

**<u>ANTICIPATED START DATE</u>**: (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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.

\_\_\_\_2. may be incurred as of \_\_\_\_\_, 20\_\_\_\_, a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u>.

X 3. were incurred on or about <u>Feb 9</u>, 20 14, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> 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.

**<u>CONTRACT END DATE</u>**: Contract performance shall terminate as of <u>June 30</u>, 20<u>17</u>, 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.

**<u>CERTIFICATIONS</u>**: 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 <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u>, this Standard Contract Form including the <u>Instructions and Contractor Certifications</u>, 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 <u>801</u> <u>CMR 21.07</u>, 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	AUTHORIZING SIGNATURE FOR THE
CONTRACTOR:	COMMONWEALTH:
X: Date: (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Larry Renfro Print Title: CEO, Optum Inc.	X: Date: (Signature and Date Must Be Handwritten At Time of Signature) Print Name:  Print Title:

#### 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 <u>W-9</u> or <u>W-4 Form</u> (Contract Employees only) **and** the applicable <u>Commonwealth Terms and Conditions</u> 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 <u>W-9</u> or <u>W-4 Form</u> (Contract Employees only) **and** the applicable <u>Commonwealth</u> <u>Terms and Conditions</u>, 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 <u>MMARS Vendor Code</u> 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 <u>Vendor File and W-9s Policy</u> 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 <u>Bill Paying</u> and <u>Vendor File and W-9</u> 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 <u>three (3) letter MMARS Code</u> 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 <u>State Finance Law and</u> <u>General Requirements</u>, <u>Acquisition Policy and Fixed Assets</u>, the <u>Commodities and Services</u> <u>Policy</u> and the <u>Procurement Information Center (Department Contract Guidance)</u> 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 <u>815 CMR 2.00</u> and <u>State Grants and Federal</u> <u>Subgrants Policy</u>, 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.

**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 <u>Amendments</u>, <u>Suspensions</u>, and <u>Termination Policy</u>.)

**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 <u>801 CMR 21.07</u>, 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" 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 <u>Commonwealth Terms and Conditions</u> 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 <u>Vendor File and W-9s</u> 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 <u>available and encumbered</u> prior to incurring obligations. If a Contract includes both a 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 <u>Expenditure Classification Handbook</u>) or to identify or clarify important information related to 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 <u>G.L. c.4, § 9</u>.

## **CERTIFICATIONS AND EXECUTION**

See <u>Department Head Signature Authorization Policy</u> and the <u>Contractor Authorized Signatory</u> <u>Listing</u> 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 "<u>Anticipated Contract Start Date</u>". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is 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 <u>Contractor Authorized</u> <u>Signatory Listing</u> 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 <u>Contractor Authorized Signatory Listing</u>.

Authorizing Signature For Commonwealth/Date: The <u>Authorized Department Signatory</u> must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "<u>Anticipated Start Date</u>". **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 <u>Department Head Signature Authorization</u>. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an <u>approved Interdepartmental Service Agreement (ISA)</u>. 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 <u>Secretary of State's website</u> 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 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 <u>G.L. c. 11, s.12</u> 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 <u>950 C.M.R. 32.00</u>.

**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 <u>Massachusetts General Laws</u>; the Official <u>Code of Massachusetts Regulations</u>; <u>Code of Massachusetts Regulations</u> (unofficial); <u>801 CMR 21.00</u> (Procurement of Commodity and Service Procurements, Including Human and Social Services); <u>815 CMR 2.00</u> (Grants and Subsidies); <u>808 CMR 1.00</u> (Compliance, Reporting and Auditing for Human And Social Services); <u>AICPA Standards</u>; confidentiality of Department records under <u>G.L. c. 66A</u>; and the <u>Massachusetts Constitution Article XVIII</u> if applicable.

**Invoices**. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth <u>Bill Paying Policy</u>. 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 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, 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 15<sup>th</sup> 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 <u>G.L. c. 29</u> § 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 <u>G.L. c. 29, § 9C</u>. 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 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 <u>G.L. c. 7A, s. 3</u> and <u>815 CMR 9.00</u>. 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 <u>Federal tax laws</u>; <u>state tax laws</u> including but not limited to <u>G.L. c. 62C</u>, <u>G.L. c.</u> <u>62C</u>, <u>s. 49A</u>; 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 <u>G.L. c.</u> <u>62E</u>, withholding and remitting <u>child support</u> including <u>G.L. c. 119A</u>, <u>s. 12</u>; <u>TIR 05-11</u>; <u>New Independent Contractor Provisions</u> and applicable <u>TIRs</u>.

**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 <u>31 USC 1352</u>; <u>other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act</u> and <u>Federal Employment Laws</u>.

**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 <u>G.L. c. 93H</u> and <u>c. 66A</u> and <u>Executive Order 504</u>. The Contractor is required to comply with <u>G.L. c. 93I</u> 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) <u>Information Technology Division</u>

(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 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 <u>G.L. c. 214, s. 3B.</u>

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the <u>Secretary of the</u> <u>Commonwealth</u>, the <u>Office of the Attorney General</u> 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 <u>federal employment laws</u> or regulations, including but not limited to <u>G.L. c. 5, s. 1</u> (Prevailing Wages for Printing and Distribution of Public Documents); <u>G.L. c. 7, s. 22</u> (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); <u>minimum wages</u> and prevailing wage programs and payments; <u>unemployment insurance</u> and contributions; <u>workers' compensation and insurance</u>, child labor laws, AGO fair labor practices; <u>G.L. c. 149</u> (Labor and Industries); <u>G.L. c. 150A</u> (Labor Relations); <u>G.L. c. 151B</u> (Unlawful Discrimination); <u>G.L. c. 151E</u> (Business Discrimination); <u>G.L. c. 151B</u> (Unlawful Discrimination); <u>G.L. c. 151E</u> (Business Discrimination); <u>G.L. c. 152</u> (Workers' Compensation); <u>G.L. c. 28</u> and the <u>Federal Family and Medical Leave Act</u>.

**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 <u>Executive Order 523</u>, if qualified through the SBPP SmartBid subscription process at: <u>www.comm-pass.com</u> 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 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 <u>G.L. c. 7 s. 22C</u> 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 <u>G.L. Chapter 29, s. 29A</u>). Contractors must make required disclosures as part of the RFR Response or using the <u>Consultant Contractor Mandatory Submission Form</u>.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to <u>G.L. c. 30, s. 65</u>, 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 subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### **EXECUTIVE ORDERS**

For covered Executive state Departments, the Contractor certifies compliance with applicable <u>Executive Orders</u> (see also <u>Massachusetts Executive Orders</u>), 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 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 <u>G.L. c. 268A specifically s. 5 (f)</u> 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 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.

#### Attachment 2

#### **Commonwealth Standard Contract Form**

#### **Commonwealth Standard Contract Form**

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 –</u> <u>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</u>, <u>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 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.

Information Technology - Clarification of Language in Section 11, Indemnification of the Commonwealth Terms and Conditions. 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 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 <b>W-9</b>
(Massachusetts Substitute W-9 Form) Rev. April 2009

# Request for Taxpayer Identification Number and Certification

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 Spe	cific Instruction on page 2)		
Check the appropriate box:  Individual/So	ble proprietor 🛛 Corpo	oration	□ Other ►
Legal Address: number, street, and apt. or suite n			if different from legal address number, street, and apt. or
City, state and ZIP code		City, state and ZIP co	de
Phone # ( )	Fax # ( )	Email ac	dress:
Part I Taxpayer Identification Nun	nber (TIN)		
Enter your TIN in the appropriate box. For indisecurity number (SSN). However, for a resid disregarded entity, see the Part I instruction page 2. For other entities, it is your employer you do not have a number, see How to get a Note: If the account is in more than one nam guidelines on whose number to enter.	ent alien, sole proprieto n on identification number (EIN TIN on page 2.	or, or N). If	Social security number OR Employer identification number
Vendors: Dunn and Bradstreet Universal Numbering Part II Certification	g System (DUNS))		
	cause: (a) I am exempt fr	om backup withholding, c	for a number to be issued to me), <b>and</b> or <b>(b)</b> I have not been notified by the Internal Revenue erest or dividends, or <b>(c</b> ) the IRS has notified me that
3. I am an U.S. person (including an U.S. res	sident alien).		
Commission requirements. Certification instructions: You must cross because you have failed to report all interest a	out item <b>2</b> above if you ha	ave been notified by the II	Yes If yes, in compliance with the State Ethic: RS that you are currently subject to backup withholding ansactions, item 2 does not apply.
lign Iere Authorized Signature ►			Date ►
Purpose of Form A person who is required to file an information return with the IRS must get your correct axpayer 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	conditions. This is called Payments that may be so withholding include intered barter exchange transact nonemployee pay, and c fishing boat operators. F are not subject to backup	ubject to backup est, dividends, broker and tions, rents, royalties, ertain payments from Real estate transactions	<ul> <li>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).</li> <li>Certain payees and payments are exempt from backup withholding. See the Part II instructions</li> </ul>
an IRA.		er your correct TIN, make	on page 2.
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:	the proper certifications, taxable interest and divic payments you receive wi backup withholding. Pay be subject to backup w	dends on your tax return, ill not be subject to yments you receive will	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
<ol> <li>Certify the TIN you are giving is correct (or you are waiting for a number to be issued).</li> </ol>	1. You do not furnish yo requester, or	our TIN to the	willful neglect.
Cartific you are not authingt to healtyp			Civil penalty for false information with respect

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

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

**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 separate from its owner (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 <u>/www.ccr.gov</u>. Any entity that does not have a DUNS number can apply for one on-line at <u>http://www.dnb.com</u> 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	The actual owner of the
	individuals (joint	account or, if combined
	account)	funds, the first
		individual on the
		account <sup>1</sup>
3.	Custodian account of	The minor <sup>2</sup>
	a minor (Uniform Gift	
	to Minors Act)	
4.	a. The usual	The grantor-trustee <sup>1</sup>
	revocable savings	-
	trust (grantor is	
	also trustee)	
	b. So-called trust	The actual owner <sup>1</sup>
	account that is not	
	a legal or valid	
	trust under state	
	law	
5.	Sole proprietorship	The owner <sup>3</sup>
For	this type of account:	Give name and EIN of:
		The owner <sup>3</sup>
6.	Sole proprietorship	The owner <sup>3</sup>
	Sole proprietorship A valid trust, estate, or	The owner <sup>3</sup> Legal entity <sup>4</sup>
6. 7.	Sole proprietorship A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate	Legal entity <sup>4</sup> The corporation
6. 7.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club,	Legal entity <sup>4</sup>
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable,	Legal entity <sup>4</sup> The corporation
6. 7. 8.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other	Legal entity <sup>4</sup> The corporation
6. 7. 8. 9.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization	Legal entity <sup>4</sup> The corporation The organization
6. 7. 8. 9. 10.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership	Legal entity <sup>4</sup> The corporation The organization The partnership
6. 7. 8. 9.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered	Legal entity <sup>4</sup> The corporation The organization
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the	Legal entity <sup>4</sup> The corporation The organization The partnership
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such as a state or local	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee 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	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee
6. 7. 8. 9. 10. 11.	Sole proprietorship A valid trust, estate, or pension trust Corporate Association, club, religious, charitable, educational, or other tax-exempt organization Partnership A broker or registered nominee Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school	Legal entity <sup>4</sup> The corporation The organization The partnership The broker or nominee

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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).

<sup>4</sup>. 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.

Signature

Date:

Title:

Fax:

Email:

Telephone:

[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.

Issued May 2004

## **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:

#### 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, Sulte 1017 Boston, MA 02108-1552

> Deval L. Patrick Governor Glen Shor Secretary

- 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

Assistant Secretary for Operational Services

#### **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) <u>SDP Form 1 (SDP Plan</u> <u>Commitment</u>), to be submitted with bid responses, will identify bidder's proposed percentage of sales commitment; (2) <u>SDP Form 2 (Declaration of SDP Partners</u>), to be submitted no later than 30 days after contract execution by successful bidders, will identify bidder's known SDP Partners; and (3) <u>SDP Form 3</u> (<u>SDP Spending Report</u>), 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.

Tel: (617) 720-3300

www.mass.gov/osd

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.

	ents by procurement size:	T D (			
	Small Procurement	Large Procurement			
	(\$10,000 to \$150,000)	(\$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	Unsealed: Department may accept	<b>Sealed:</b> Must accept either by postal			
Response	email, fax, postal delivery, personal	and hand delivery OR online via			
	delivery or online via Comm-PASS.	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.			

#### SDP Requirements by procurement size:

#### **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 16<sup>th</sup>. 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 <u>SDP</u> <u>Procurement Resources and Guides</u> and <u>SDP Main Page</u> on OSD's website or feel free to contact OSD's Help Desk at <u>comm-pass@state.ma.us.</u>

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

#### Contract/RFR Document Number: \_\_\_\_\_

<b>Instructions:</b> Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. <b>Complete one form and submit with Bid.</b>						
Part I Bidder/Contrac	ctor Information (Required	)				
Business Name:	Contact Name:	Phone # (	) -	Email address:		
Part II Financial Con	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 <u>Supplier Diversity Program Webpage</u> (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 <u>Supplier Diversity Office Webpage</u> (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 <u>OSD Training & Outreach Webpage</u>. In addition, the SDP Webinar can be located on the <u>Supplier Diversity Program Webpage</u> (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 p solicitation. Complete one for Execution. See SDP and SD	m and submit wi	thin a perio	d of up to 30	days (o	r as stated	I in RFR) of Contract
Part I Contractor Information (Required)						
Business Name:	Contact Name:					
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 any of the following <i>that are</i> applicable to the Bidder:           Minority-owned Business Enterprise (MBE); Certification Expiration Date (If applicable):         /_/_/						
Identify Business Opportuni	ties for SDP Part	ners (Optio	nal):			
Final SDP Percentage Comm	nitted for Life of (	Contract:				_%
Part II Contractor's SDP Part	ners (Required)	(Fill in Appli	cable Lines	Insert A	dditional	Rows as Needed)
Planned SDP Partner's Company	· · · ·	i	P Partner's Co Addres	ntact Per		Check Planned SDP Partner's Certification(s)**
			@	·		MBE     WBE     MNPO/WNPO/MWNPO     SDVOBE
			@	·		MBE WBE MNPO/WNPO/M/WNPO SDVOBE
	@				UWBE MNPO/WNPO/MWNPO SDVOBE	
			@	·		MBE WBE MNPO/WNPO/M/WNPO SDVOBE
Alternative to Contractor Pr						
authorized in the Request for Response (RFR) to utilize this option, 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:	Date://
		(May be left blank if submitted electronically)	

\*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 <u>Supplier Diversity Program Webpage</u> (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 <u>Supplier Diversity Office Webpage</u> (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 <u>OSD</u> <u>Training & Outreach Webpage</u>. In addition, the SDP Webinar can be located on the <u>Supplier Diversity Program Webpage</u> (www.mass.gov/sdp).

#### SupplierDiversityProgram (DP)SpendingReport

#### SDP Plan Form #3

DocumentNumber/Name:

Instructions I hisform must include information on your company's spending with your Supplier Diversity Program (DP)Partner() and must be completed and submitted within 45 days of the end of each quarter to Common wealth Contract Manager.

#### Patl Contractor Information (equired)

ContractorCompany	ContactName	Total Supplier Diversity	l uarterly Contract	Sales			Fiscal Year
Name		S pending C om m itm ent % *	l uarter1	l uarter2	l uarter 3	l uarter 4	I otal (calculates
			(7/1-9/30)	(10/1-12/31)	(1/1-3/31)	(4/1-6/30)	autom atically)
							\$ -

SDP P artner Inform ation (equired) (Insert additional lines as needed)

SDP Partner(s)Company	Em ail Address**	Certification I ype***	Q uarterly Spending	gwithSupplierDive	rsity Partner(s)		Fiscal Year
Name		(Choose Ine)	l uarter1	l uarter2	luarter3	l uarter4	iotal (calculates
			(7/1-9/30)	(10/1-12/31)	(1/1-3/31)	(4/1-6/30)	autom atically)
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
							\$ -
	Year-To-DateCom	oliance Check (Do not change thisline)					\$ -

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

P art III

Partll

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

Name	
1 itle	
1 hone	
Email	
Authorized \$ ignature () ay be left blank if submitted electronic	
(1 ay be left blank if submitted electronic	aly)
Date	

Supplier Diversity Certification A cronym s M BE -M inority BusinessEnterprise W BE -W om an BusinessEnterprise M W BE -M inority and W om an BusinessEnterprise M N PO /M N PO /M W N PO -M inority or W om an N on P rofitO rganization S DVO BE -Service-Disabled Veteran A w ned BusinessEnterprise

\*This is your company's DPP lan commitment percentage submitted in your BidResponse or established through negotiation.

\*\* I he Supplier Diversity I ffice and contracting department reserves the right to contact SDP P artners at any time to request that they attest to the an ounts reported to have been paid to them by the Contractor.

\*\*\*CertificationStatusforSDPPartner(s) can be checked at www.massgov/solo

## Attachment 3

# Offshore Resources Approved by Customer

Name	Reports To	Title	Company Name
		Technical Architect	hCentive
		Software Developer	hcentive
		Lead QA	hCentive
		Deployment Engineer	hCentive
		Quality Analyst	[]
		Quality Analyst	[]
		Quality Analyst	[]

#### EXHIBIT B

#### SOFTWARE, DOCUMENTATION AND FEES

Throughout the Term, the Parties shall update the lists of BASE Software, Third Party Software and Customer Owned Software in this Exhibit to reflect all changes to the Software.

#### 1. LICENSED SOFTWARE

A. The BASE Software consists of the following:

BASE Software	Version
WebInsure State Exchange v1.3.5, including	1.3.5
Individual Portal	
SHOP Portal	
Agent Portal	
Plan Management Portal	

Assumed Functionalities (with staggered go-live dates)	Specifications / Documentation	Go Live Date
Individual Exchange	Applicable	11/15/2014
APTC Determination, [Shopping] and Enrollment	Requirements in	11/15/2014
Full Pay QHP Determination, [Shopping] and	Exhibit I for all	11/15/2014
Enrollment		
Medicaid MAGI Eligibility Determination		11/15/2014
CHIP Eligibility Determination		11/15/2014
Broker/Navigator for Individual		11/15/2014
Plan Management		11/15/2014
Back Office Portal		11/15/2014
SHOP Exchange		TBD
Employee Portal		TBD
Employer Portal		TBD
SHOP Broker/Navigator Portal		TBD
Direct Enrollment		TBD
Accelerated Developments to COTS		
(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		

Assumed Functionalities (with staggered go-live	Specifications /	Go Live Date
dates)	Documentation	
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		

# B. The Third Party Software, as of the Effective Date, consists of the following:

Framework/Tool	Purpose/Feature	License Type	Distribution
Apache	HTTP Server	Apache	Required Software, not distributed
Oracle SE	Database	Commercial	Required Software, not distributed
Spring framework	DI Framework	Apache	Included
Spring MVC	Web/MVC	Apache	Included
Hibernate	ORM	LGPL	Included
Spring-Webservices	WebServices	Apache	Included
Spring-Security	Security	Apache	Included
ehCache	Caching Framework	Apache	Included
Spring Batch	Batch Framework	Apache	Included
jQuery,	JS Framework	МІТ	Included
Apache POI	XLS Librabry	Apache	Included
Drools	Rules Engine	Apache Included (Enterprise ver recommended for Produ	
slf4j/logback	Logging Framework	MIT/EPL	Included
Maven	Build	Apache	Not included, Used only for build Management

Framework/Tool	Purpose/Feature	License Type	Distribution
Ubuntu	OS	Custom	Optional (other OSes are also supported) Software, not distributed
JBoss Fuse	Karaf container	Commercial	Hosted
Dozer (5.4.0)	Object Mapper	Apache 2.0	Included
Spring WS	Rest Client	Apache	Included
Jasypt	Encryption Tool	Apache	Included
Apache PDFBox	Combine PDF's	Apache 2.0	Included
Opencsv	Creating a CSV file	Apache 2.0	Included
Xstream	Object serialization	open source BSD license	Included
Guava	Caching, Hashing	Apache 2.0	Included
recaptcha4j	OCR	Apache 2.0	Included
quartz-scheduler	Batch Job Scheduler	Apache 2.0	Included
Apache FOP	PDF generation Library	Apache	Included

#### 2. CUSTOMER OWNED SOFTWARE

The Customer Owned Software consists of all software provided to Customer or Licensee pursuant to the Professional Services Agreement that are not Licensed Software and includes, as of the Effective Date, the following:

#### **CUSTOMER OWNED SOFTWARE**

Health Connector/State Wrap

Experian Interface/Service Call

Lexis-Nexis Interface/Service Call

State MMIS Interface/Service Call - MEC Inquiry

State MMIS Interface – Enrollment

State Print Vendor Interface

State Specific Medicaid Program Determination

Assignment of Aid Categories to MassHealth population

- Assign aid categories for Federal MAGI Medicaid (10 Aid categories)

- Assign aid categories for BCC and HIV (2 Aid Categories)

- Assign aid categories to all Immigrants application (12 Aid Categories)

## CUSTOMER OWNED SOFTWARE

Eligibility determination notifications that are specific to Massachusetts

Verification rules for BCC and HIV

Modifications to collect missing info for Undocumented and PRUCOL

Modifications to Display Dell URL for Payment

## 3. FUNCTIONALLY EQUIVALENT SOFTWARE

In the event that hCentive offers any other software that provides functionality that is substantially similar to that of the Licensed Software or the Customer Owned Software and that is able to replace the Licensed Software or the Customer Owned Software (whether renamed or marketed under the same name), then at Licensee's or Customer's option, hCentive will make such software available to Licensee or Customer without the obligation to pay additional license or other fees for such software. Services required to migrate Licensee to new, functionally equivalent software may be provided by T&M Resources or by hCentive (if by hCentive, pursuant to a Change Order and for additional Fees, to the extent that such services fees are charged by hCentive to all of its customers). Such software will constitute Software under this Agreement and will be subject to all of the terms of this Agreement.

## 4. SOFTWARE INSTALLATION AND SUPPORT

The Software shall be installed and run on Licensee's data center, or the data center of Licensee's preferred vendor, located in the U.S., and shall be maintained and supported by hCentive in accordance with the terms of this Agreement and its various exhibits and related agreements. All Software shall be subject to Acceptance in accordance with the terms of the Professional Services Agreement.

## 5. DESIGNATED OPERATING SYSTEM

The Designated Operating System consists of (a) the Recommended Operating Environment set forth in Exhibit F, (b) the Open Source Software identified in Exhibit D, and (c) the Third Party Software identified in Section 1 of this Exhibit B.

## 6. **DOCUMENTATION**

hCentive shall deliver at least one copy of all Documentation to Licensee no later than the date on which installation of the related Software begins. If, at any time, hCentive revises, modifies, supplements, or replaces any of the Documentation, hCentive shall promptly furnish to Licensee at least one copy thereof at no additional cost or charge to Licensee. Licensee shall have the right to reproduce the Documentation as it deems reasonably necessary, without the payment of any additional fees, and to make available to employees, contractors, customers, dealers, distributors, consultants, agents, service providers and other similar parties the Documentation and any other such information that is necessary for such parties to use the Software in connection with New HIX. Licensee shall also have the right to copy and use the Documentation at any location for back-up and recovery purposes.

#### 7. FEES

7.1 <u>PMPM Fee</u>. The Fee for Licensee's use of the Licensed Software and the provision of all Maintenance and Support Services other than those provided by T&M Resources (subject to the exclusions expressly agreed in Article 3 of Exhibit C – Part 2) will be a monthly subscription fee. Licensee will pay the higher of a Minimum Monthly Fee of **Redacted Redacted** 

or the PMPM Fee (Per Member Per Month) set forth below.

Redacted	
Recacted	Redacted
Redacted	Redacted
Redacted	Redacted
	Redacted
Redacted	Redacted

- Tiered pricing works like a tax table, i.e. reduced pricing is applicable for additional Members beyond the preceding pricing bracket.
- Minimum Monthly Fee and PMPM fee listed above will be subject to annual adjustment by a percentage determined using the US Department of Labor's Consumer Price Index for All-Urban Consumers (CPI-U) but by no more than 3% annually over the previous year's fees.
- PMPM Fee to be paid based on the number of Members as of the invoice date for monthly billing.
- "Member" means for any month of Service a unique person, singly counted as either (1) an insured individual whose enrollment transaction was processed through New HIX (each such Member will remain a Member as long as the Member remains enrolled in the plan) or (2) an individual whose Medicaid eligibility check was processed by New HIX.
- The number of Members will be based on a report provided to hCentive by Licensee, within ten (10) days of the end of each calendar month, of the total number of Members for the previous month. Optum's obligation to provide this report is contingent upon the Software, as provided to Licensee, providing an automated report indicating the number of Members whose enrollment transaction was processed through the Software in the preceding month, or hCentive providing appropriate instructions or scripts enabling Optum to generate such report indicating the number of Members whose enrollment transaction to provide the preceding month.

7.2 <u>T&M Resources Fees</u>. As of the Effective Date, the T&M Resources provided by hCentive, as described in Article 1 of Part 1 of Exhibit C, are set forth in the spreadsheet attached to this Exhibit as Attachment 1, which constitutes the Staffing Plan for the T&M Resources. The T&M Resource Staffing Plan shall be updated monthly by Licensee, with such information and assistance from hCentive as Licensee requests, so that it covers at least the next three months at any time. Fees for all Maintenance and Support Services performed by T&M Resources in accordance with Article 1 of Part 1 of Exhibit C shall be calculated on a T&M basis in

accordance with Section 2.5 of this Agreement. Aggregate hours of T&M Resources shall not exceed 4,500 hours in 2014 or 26,000 in 2015 without, in either case, a Change Order. Caps on hours for future years shall be determined in accordance with the Change Order procedures described in Section 13.13 of this Agreement.

#### 8. INVOICING AND PAYMENT TERMS

The Minimum Monthly Fee or PMPM Fee shall begin to accrue November 15, 2014. hCentive will invoice Licensee on the last day of each month (commencing November 30, 2014) for the Minimum Monthly Fee or PMPM Fee, as applicable, for the previous month. All invoices for undisputed amounts shall be due and payable in full by Licensee within forty-five (45) days from the date of hCentive's invoice. hCentive shall separately invoice Licensee monthly in arrears on a T&M basis in accordance with Section 2.5 of this Agreement for all Maintenance and Support Services performed by T&M Resources in accordance with Article 1 of Part 1 of Exhibit C. Each invoice for T&M Resources shall include the name of each person, specifically what work was performed, and the amount of time each person worked on each day, and shall comply with all other applicable invoicing requirements.

#### 9. **PROFESSIONAL SERVICES**

The Fees set forth in Article 7 cover all Maintenance and Support Services but do not include Professional Services for installation or new development that is requested by Licensee or Customer following Final Acceptance of the Software. Such Professional Services may, if agreed upon in accordance with the change procedures set forth in Section 13.13 of this Agreement, be provided pursuant to a Change Order, the Professional Services Agreement or a separate agreement between the Parties.

#### 10. NOTICES

Notices to hCentive should be addressed as follows:

Company:	hCentive, Inc.
Address:	12355 Sunrise Valley Drive, Suite 310, Reston, VA 20191
Attention:	Manoj Agarwala
Telephone	703-568-8546

Notices to Licensee should be addressed as follows:

Company:	OptumInsight, Inc.
Address:	13625 Technology Drive, Eden Prairie, MN 55344
Attention:	Chief Executive Officer
Telephone	[TBD]
Facsimile:	[TBD]

With a copy to Chief Legal Officer at the same address

Notices to Customer should be addressed as follows:

Company:Massachusetts Office of Information TechnologyAddress:One Ashburton Place, Boston, MA 02108Attention:General CounselTelephone[TBD]Facsimile:[TBD]

#### 11. INVOICING

Contact information for invoicing is set forth below:

Name:	Lisa Mehsikomer
Address:	Optum Tech Finance
	9900 Bren Rd E
	Minnetonka, MN 55343
Phone:	1-952-936-1215
Facsimile:	
Email:	lisa_mehsikomer@optum.com

Attachment 1

**T&M Resources** 

[See Spreadsheet]

HC Resources		2015	2015 Stabilization/Support					
Role		Rate	Nov *	Dec *	Jan	Feb	Mar	Apr
O&M Director		Redacted						
O&M Manager		Redacted						
Exec Oversight		Redacted						
Application Architect		Redacted						
Data Architect		Redacted	1	1	1	1	1	0.5
Director Technology		Redacted						
Development Lead		Redacted						
DB Developers		Redacted	2	2	2	2	2	1
Developers		Redacted	4	4	4	4	4	3
Service Manager		Redacted	1	1	1	1	1	1
QA Engineer		Redacted	3	3	3	3	3	2
BA		Redacted						
QA Engineer - Offshore			2	2	2	2	2	1
Developers - Offshore		Redacted	2	2	2	2	2	1
Total FTEs/Hours/Cost			15	15	15	15	15	9.5

hCentive hours will not exceed 26,000 hours in 2015 without a change order. hCentive hours will not exceed 4,500 hours in 2014 without a change order.

Total Monthly Hours	1470	2940	2940	2940	2940	1615
Total Resources	15	15	15	15	15	9.5
Work Days	10	20	20	20	20	17
Works Hours	9.8	9.8	9.8	9.8	9.8	10
Total Hours Per Month Per Person	98	196	196	196	196	170
Question Work Days	10	22	20	20	22	22

#### Monthly Work Hours (HC)

O&M Director		0	0	0	0	0	0
O&M Manager		0	0	0	0	0	0
Exec Oversight		0	0	0	0	0	0
Application Architect		0	0	0	0	0	0
Data Architect		98	196	196	196	196	85
Director Technology		0	0	0	0	0	0
Development Lead		0	0	0	0	0	0
DB Developers		196	392	392	392	392	170
Developers		392	784	784	784	784	510
QA Manager		98	196	196	196	196	170
QA Engineer		294	588	588	588	588	340
BA		0	0	0	0	0	0
QA Engineer - Offshore		196	392	392	392	392	170
Developers - Offshore		196	392	392	392	392	170
Total		1470	2940	2940	2940	2940	1615

Steady State Support						Stabilization	Steady State	Stabilization			
										Total Estimated	
May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Hours	Total Hours	Cost	
								0	-	\$-	
								0	-	\$-	
								0	-	\$-	
								0	-	\$-	
0.5	0.5	0.5	0.5	0.5	0.5	0.5	0.5	882	765.0	\$ Redacted	
								0	-	\$-	
								0	-	\$ -	
1	1	1	1	1	2	2	2	1,764	2,040.0	\$ Redacted	
3	3	3	3	3	4	4	4	3,528	5,100.0	\$ Redacted	
1	1	1	1	1	1	1	1	882	1,530.0	\$ Redacted	
2	2	2	2	2	3	3	3	2,646	3,570.0	\$ Redacted	
								0	-	\$-	
1	1	1	1	1	2	2	2	1,764.0	2,040.0	\$ Redacted	
1	1	1	1	1	2	2	2	1,764.0	2,040.0	\$ Redacted	
9.5	9.5	9.5	9.5	9.5	14.5	14.5	14.5	13,230.0	17,085.0	s Redacted	
								Total Hours	30,315.0	Total Cost	

1615	1615	1615	1615	1615	2465	2465	2465
9.5	9.5	9.5	9.5	9.5	14.5	14.5	14.5
17	17	17	17	17	17	17	17
10	10	10	10	10	10	10	10
170	170	170	170	170	170	170	170
20	22	22	21	21	22	18	22

0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
85	85	85	85	85	85	85	85
0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0
170	170	170	170	170	340	340	340
510	510	510	510	510	680	680	680
170	170	170	170	170	170	170	170
340	340	340	340	340	510	510	510
0	0	0	0	0	0	0	0
170	170	170	170	170	340	340	340
170	170	170	170	170	340	340	340
1615	1615	1615	1615	1615	2465	2465	2465

	Steady State
Total	l Estimated
Cost	
\$	-
\$	-
\$	-
\$	-
\$	Redacted
\$	-
\$	-
\$	Redacted
\$	-
\$       \$	Redacted
\$	Redacted
\$	Redacted
\$	Redacted

#### EXHIBIT C – PART 1

#### TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE AND SUPPORT SERVICES

#### 1. T&M Resources.

1.1 <u>General</u>. Certain hCentive Personnel shall be designated by hCentive and approved by Licensee as T&M Resources. T&M Resources will provide Maintenance and Support Services, on a T&M basis, as described in this Article and shall track their time and activities on Optum's time reporting system. T&M Resources shall perform Maintenance and Support Services at the direction and under the supervision of Licensee.

1.2 <u>Essential Responsibility</u>. Maintenance and Support Services provided by T&M Resources shall include correcting all Nonconformities and performing all code fixes or other modifications to Customer Owned Software.

1.3. <u>Other Responsibilities</u>. Maintenance and Support Services provided by T&M Resources may include the following:

(a) Performing Level 2 Support, including initial diagnoses of Incidents;

(b) Performing Level 3 Support for Incidents, Problems and Service Order Requests for the hCentive Solution except as such Level 3 Support relates to the Licensed Software (hCentive shall provide Level 3 Support for the Licensed Software pursuant to Article 2 of Part 1 of this Exhibit C);

(c) Classifying Incidents according to Priority Level;

(d) Providing notifications and coordinating further assessment of Priority Level 1 and Priority Level 2 Incident;

(e) Investigating and diagnosing Incidents;

(g) Determining possible and probable causes for Incidents and escalating them to appropriate resolver groups or third parties for Level 3 Support;

(g) Implementing, integrating, merging, testing and deploying Major Releases, Minor Releases and all other new code for the Software other than for functionality that is within the scope of Statement of Work No. 1 under the Professional Services Agreement;

(h) Evaluating and implementing Service Order Requests;

(i) Participating with Licensee Personnel in end-to-end testing of all changes, releases and other updates to the hCentive Solution and the Software;

(j) Participating with Licensee Personnel in the restoration of service and operation of the hCentive Solution in accordance with applicable Requirements for all Priority Level 1 Incidents and Priority Level 2 Incidents, including on a 24 x 7 basis as requested by Licensee, whether or not an Incident is related to the Software; and

- (k) Providing data correction services;
- (l) Generating custom reports;
- (m) Providing ad hoc query support for manipulating data; and

(n) Participating with Licensee Personnel in addressing the following support functions on an end-to-end basis:

- Capacity Management;
- Performance Management;
- Adaptive Maintenance;
- Metrics and Reporting;
- Disaster Recovery;
- Business Continuity Planning; and
- Audit Support.

1.4 <u>Adjustments</u>. The number of T&M Resources as of the Effective Date is set forth in Exhibit B. Adjustments to the number of T&M Resources may be necessary in response to or anticipation of factors including seasonal activity levels (such as Open Enrollment), planned Major Releases or Customer Enhancements, and changes in the number or responsibilities of Optum Personnel. In the event that Licensee determines that the number of T&M Resources should be adjusted, Licensee and hCentive shall prepare and execute a Change Order to modify the number of T&M Resources. Such Change Order shall include the number of T&M Resources, the schedule for selecting, training and adding T&M Resources, and changes to the T&M Fee. Any disagreement between the Parties as to the need for an adjustment to the number of T&M Resources with the dispute resolution procedures set forth in Article 10 this Agreement.

2. Other Maintenance and Support Services. In addition to those Maintenance and Support Services provided by T&M Resources, as described in Article 1, above, hCentive will furnish the Maintenance and Support Services described in this Article, at no extra cost to Licensee or Customer, during the Term as follows:

2.1 <u>Level 3 Support</u>. hCentive will provide Level 3 Support with respect to all Incidents and Problems determined by hCentive, Optum or Customer to be related to the Licensed Software.
2.2 <u>hCentive Solution</u>. hCentive will keep the hCentive Solution, including the Licensed Software, performing at all times in conformity with the Documentation and the applicable Requirements, including the Security Requirements, and ensure that the hCentive Solution, including the Licensed Software, is compatible with, and properly operates in, the Recommended Operating Environment.

#### 2.3 Incident Resolution.

(a) Without limiting the generality of hCentive's obligations with respect to the hCentive Solution under Section 2.2, hCentive will investigate, analyze, and resolve all Incidents identified by hCentive or escalated to hCentive by Licensee or Customer that relate to the hCentive Solution or the Licensed Software. Resolution of an Incident may be provided in the form of a Workaround. hCentive will work continuously, on a 24 x 7 basis, to resolve all Priority Level 1 Incidents and Priority Level 2 Incidents, until resolution has been achieved and the full functionality of the hCentive Solution, including the Licensed Software, has been restored so that the hCentive Solution performs in conformity to the Documentation and all applicable Requirements. hCentive's responsibility for Incident resolution includes, without limitation, resolving any Incidents with respect to Capacity Management and Performance Management to the extent such Incidents are related to the hCentive Solution or the Licensed Software.

(b) Without limiting the generality of hCentive's obligations with respect to the hCentive Solution under Section 2.2, or with respect to Incident Resolution, as set forth in Section 2.3(a), hCentive shall perform Nonconformity Correction as follows:

(i) <u>Nonconformity Correction – hCentive Software</u>. Licensee will promptly report to hCentive all Nonconformities that Licensee identifies and will use commercially reasonable efforts to verify and reproduce such Nonconformities, and, subject to Section 2.3(b)(ii) of Part 1 of this Exhibit C with respect to Third Party Software, hCentive will correct all Nonconformities reported to or identified by hCentive that are related to the hCentive Software. A Nonconformity Correction, when completed, may be provided in the form of a Workaround.

(ii) <u>Nonconformity Correction – Third Party Software</u>. hCentive will promptly notify the appropriate Third Party of all Nonconformities reported to or identified by hCentive that are related to Third Party Software. hCentive will promptly provide Licensee with Nonconformity Correction. Nonconformity Corrections will be provided to Licensee at no additional cost.

(iii) <u>Nonconformity Correction – Customer Owned Software</u>. Pursuant to Section 1.2 and Section 1.3 of Part 1 of this Exhibit C, hCentive Personnel who are T&M Resources shall correct all Nonconformities that are related to Customer Owned Software.

(c) hCentive Personnel, who shall be experts with respect to the specific component of the hCentive Solution, including the Licensed Software, to which a Priority Level 1 Incident or Priority Level 2 Incident relates, shall, within 15 minutes of Licensee's request, join any "war room" bridge line or other call organized by Licensee for any Priority Level 1 Incident or Priority Level 2 Incident and shall cooperate and support Licensee's efforts to achieve restoration of New HIX, the hCentive Solution, or the specific Software component within the time requirements imposed by Part 2 of Exhibit C or the applicable Service Levels.

2.4 <u>Problem Resolution</u>. Without limiting the generality of hCentive's obligations with respect to the hCentive Solution under Section 2.2, hCentive will investigate, analyze, and resolve all Problems and related Incidents identified by hCentive or escalated to hCentive by Licensee or Customer, based on Licensee's or Customer's root cause analysis, that relate to the hCentive Solution, including the Software. Resolution of Problems shall fix the root cause associated with the Problem and related Incidents and eliminate future reoccurrences of related Nonconformities and Incidents entirely. hCentive will work as requested by Licensee to resolve all Priority Level 1 Problems and Priority Level 2 Problems, until resolution has been achieved and the full functionality of the Software has been restored so that the Software conforms to the Documentation and all applicable Requirements.

2.5 <u>Telephone Hot-Line</u>. hCentive will maintain a telephone hot-line Monday through Friday from 7:00 A.M. to 7:00 P.M. Eastern Time during Normal Operating hours (defined below) to receive Licensee calls as part of the Level 3 support provided by hCentive, and the capability to receive immediate notifications from Licensee on a 24 x 7 basis regarding Priority Level 1 Incidents and Priority Level 2 Incidents. hCentive will provide to Licensee and maintain currency of a directory of hCentive Personnel and the means of contacting them outside of Normal Operating hours.

2.6 Assessment of Minor Releases and Major Releases. The Parties understand that Customer desires Optum to implement each System under the Prime Contract using Current Releases of all Software. Prior to commencement of Evaluation of each Minor Release or Major Release, hCentive shall evaluate for inclusion in the applicable System and make a recommendation to Optum as to whether it is feasible to implement the Current Release or any Minor Release or Major Release of such Software, if different from the version currently included in the pre-testing version of that System. Such recommendation shall specify what additional Software charges will apply, if any. If the Current Release or any Minor Release or Major Release: (a) is available in an actual production version (rather than as a beta or pilot version); (b) has proven to be stable and generally Nonconformity-free in production; (c) provides new functionality within the Scope; and (d) will not impair the overall robustness of the applicable System or otherwise interfere with the Requirements, then hCentive shall recommend to Optum, prior to the commencement of testing, that such Current Release or any Minor Release or Major Release be implemented, subject to any mutually agreed upon terms regarding the timing and cost of such implementation if the originally agreed upon timing and cost are affected in any way. Customer, in its discretion, shall make the final determination regarding whether or not to implement any such Current Release or any Minor Release or Major Release recommended by hCentive.

2.7 <u>New Minor Releases – BASE Software</u>. hCentive may, from time to time, issue new Minor Releases of the BASE Software, containing Nonconformity Corrections and/or Enhancements, to customers who have maintenance and support agreements in effect. hCentive will provide Licensee with one (1) copy of each new Minor Release of the BASE Software for

each copy of the BASE Software under maintenance, without additional charge. Because Minor Releases of the BASE Software are cumulative, a Minor Release of the BASE Software may be useful only if Licensee has obtained and installed all prior applicable Minor Releases of the BASE Software. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Minor Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation by Licensee or Customer of each Minor Release of BASE Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Minor Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution and integration for other functionality may be provided by T&M Resources under Section 1.2.

2.8 <u>New Minor Releases – Third Party Software</u>. hCentive will promptly provide Licensee with new Minor Releases related to the Third Party Software. New Minor Releases of Third Party Software will be provided to Licensee at no additional cost. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Minor Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation of each Minor Release of Third Party Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Minor Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution for other functionality may be provided by T&M Resources under Section 1.2.

2.9 <u>New Minor Releases – Customer Owned Software</u>. hCentive will promptly provide Licensee with new Minor Releases related to the Customer Owned Software. New Minor Releases of Customer Owned Software will be provided to Licensee at no additional cost. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Minor Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation of each Minor Release of Customer Owned Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Minor Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution to conform to the Documentation and the applicable Requirements. Implementation and integration for other functionality may be provided by T&M Resources under Section 1.2.

2.10 <u>New Major Releases – BASE Software</u>. hCentive may, from time to time, issue new Major Releases of the BASE Software to customers who have maintenance and support agreements in effect. hCentive will provide Licensee with one (1) copy of each new Major

Release of the BASE Software for each copy of the BASE Software under maintenance, without additional charge. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Major Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation of each Major Release of BASE Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Major Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution to conform to the Documentation and the applicable Requirements. Implementation and integration for other functionality may be provided by T&M Resources under Section 1.2.

2.11 <u>New Major Releases – Third Party Software</u>. hCentive will promptly provide Licensee with new Major Releases related to the Third Party Software. New Major Releases of Third Party Software will be provided to Licensee at no additional cost. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Major Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation of each Major Release of Third Party Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Major Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution to conform to the Documentation and the applicable Requirements. Implementation and integration for other functionality may be provided by T&M Resources under Section 1.2.

2.12 <u>New Major Releases – Customer Owned Software</u>. hCentive will promptly provide Licensee with new Major Releases related to the Customer Owned Software. New Major Releases of Customer Owned Software will be provided to Licensee at no additional cost. hCentive shall continue to support the Software in accordance with this Agreement regardless of whether Licensee or Customer elects to install or not to install any Major Release. hCentive shall provide all support necessary to enable the hCentive Solution, including the Software, following installation of each Major Release of Customer Owned Software, to conform to the Documentation and the applicable Requirements. hCentive shall, with respect to functionality of each such Major Release that is within the scope of Statement of Work No. 1 under the Professional Services Agreement, perform all implementation, integration, merging, testing and deployment Services required to enable the hCentive Solution to conform to the Documentation and the applicable Requirements. Implementation and integration for other functionality may be provided by T&M Resources under Section 1.2.

2.13 <u>Staff.</u> hCentive will maintain a trained staff of individuals with appropriate training and experience capable of rendering the Maintenance and Support Services in a professional, timely, competent and businesslike manner.

2.14 <u>Compatibility Modifications</u>. hCentive will provide to Licensee modifications to the hCentive Solution, including the Software, necessary to maintain the hCentive Solution,

including the Software, current with updates and releases of Designated Operating System software and related utility software with which the Software needs to operate.

2.15 <u>Compliance Modifications</u>. hCentive will provide to Licensee modifications to the hCentive Solution, including the Software, necessary to maintain the compliance of the hCentive Solution, including the Software, and Licensee's and Customer's use of the hCentive Solution, including the Software, with all applicable Laws and Customer Policies, including the Security Requirements.

2.16 <u>Acceptance</u>. All Software and Documentation provided by hCentive to Licensee or Customer under this Exhibit (including Minor Releases, Major Releases, Customer Enhancements and other Software provided in accordance with this Exhibit) shall be subject to Acceptance or rejection by Licensee in accordance with the provisions of the Professional Services Agreement or the applicable Statement of Work, Change Order or other document mutually agreed by the Parties.

2.17 <u>Minimal Interruptions</u>. hCentive will perform the Maintenance and Support Services when requested by Licensee in a manner that is reasonably designed to minimize interruptions in the availability or functioning of the hCentive Solution, including the Software.

**3. Excluded Services**. The Maintenance and Support Services do <u>not</u> include the following:

3.1 <u>New Products and New Modules</u>. hCentive or Third Party may, from time to time, offer New Products and New Modules to its customers, for additional fees and charges. Notwithstanding anything in this Agreement, the Maintenance and Support Services do not cover or include New Products and New Modules unless and until a separate agreement mutually agreed upon and set forth in one or more separate written agreements for additional fees. New Products and New Modules shall not include the Releases, as defined in Section 14 of this Agreement, any functionally equivalent software, as described in Section 1 of Exhibit B, or any Minor Releases, Major Releases or other software provided pursuant to the Maintenance and Support Services described in Article 1 and Article 2 of Part 1 of this Exhibit C.

3.2 <u>Customer Enhancements</u>. Notwithstanding anything in this Agreement to the contrary, the Maintenance and Support Services do not cover or include the provision of Customer Enhancements to the Software done by or at the direction of Licensee or Customer until such Customer Enhancements have been completed and Accepted, whereupon they will be part of the hCentive Solution, included in the Software, and subject to all Maintenance and Support Services. If Licensee requests a Customer Enhancement to the hCentive Solution or the Software or other additional services pertaining to the hCentive Solution or the Software (such as report-formatting assistance) that are not included in the Maintenance and Support Services described in Article 1 and Article 2 of Part 1 of this Exhibit, the Parties shall mutually agree upon such services and such services Agreement or a separate agreement between the Parties. hCentive shall create and provide all Customer Enhancements as separate modules or otherwise, so that the code for each Customer Enhancement can be identified as separate and distinct from the Licensed Software.

3.3 <u>Back-Level Support</u>. If Licensee chooses not to install any Minor Release or Major Release of the BASE Software, hCentive will, at Licensee's request, maintain versions of the BASE Software prior to the current Minor Release or Major Release.

4. **Cooperation**. Licensee will promptly notify hCentive following the discovery of any Nonconformity or Incident. Further, upon discovery of an Nonconformity or Incident, Licensee agrees, if requested by hCentive, to use commercially reasonable efforts to cooperate generally and to submit to hCentive a listing of output and any other data that hCentive may reasonably require in order to reproduce the Nonconformity or Incident and the operating conditions under which the Nonconformity or Incident occurred or was discovered, if such listing of output and other data is available. Any access by hCentive Personnel to the production System shall be in accordance with Section 3.6 of this Agreement. All Maintenance and Support Services shall be performed in accordance with the Operations and Maintenance Manual.

**5. Exceptions**. Problems resulting from the misuse, improper use, unauthorized alteration, or damage of the Software are not covered by or included in the Maintenance and Support Services. Licensee is responsible for procuring, installing, and maintaining all equipment, networks, telephone lines, communications interfaces, and other hardware, consistent with the Recommended Operating Environment described in Exhibit F to this Agreement.

6. Fees and Expenses. The Maintenance and Support Services are covered by the Fees specified in Exhibit B to this Agreement. hCentive may invoice Licensee, in accordance with the requirements and limitations applicable to expenses set forth in Section 2.5 and Section 2.6 of this Agreement, for reasonable and appropriate costs and expenses incurred by T&M Resources for travel, including travel by T&M Resources from offshore to the U.S., (1) that is specifically requested by Licensee, and (2) that would not otherwise be required for hCentive's provision of the Maintenance and Support Services under this Task Order, and only to the extent hCentive's estimated costs are submitted to and approved in advance by Licensee.

# 7. Use and Restrictions.

7.1 <u>Licensed Software</u>. Nonconformity Corrections, Enhancements, Minor Releases and Major Releases (or any other programming provided by hCentive, regardless of its form or purpose) with respect only to the Licensed Software (but not to Customer Owned Software) will be considered Licensed Software for purposes of Article 1 of this Agreement and will be subject to the rights and restrictions specified in Article 1 of this Agreement. hCentive or Third Party, as the case may be, will have sole and exclusive ownership of all right, title, and interest in and to such works (including ownership of all copyrights and other intellectual property rights pertaining to those works), subject only to the license expressly granted in Article 1 of this Agreement and additional terms therein. Unless otherwise agreed, Licensee and Customer are entitled to make and use only the number of copies of such works as Licensee agrees to return or destroy copies of such Licensed Software upon termination of this Agreement in accordance with Article 11 of this Agreement.

7.2 <u>No Restrictions on Customer Owned Software</u>. Nothing in this Article 6 pertains to Customer Owned Software, which, together with all functionally equivalent software (as

described in Section 1 of Exhibit B), Nonconformity Corrections, Enhancements, Customer Enhancements, Minor Releases, Major Releases and any other programming provided pursuant to this Exhibit as part of the Maintenance and Support Services with respect to Customer Owned Software ("Customer Owned Deliverables"), shall be and remain the sole and exclusive 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.

8. Additional hCentive Warranty. Without limiting any of the hCentive warranties set forth in Article 5 of this Agreement, hCentive represents, warrants and covenants to Licensee and Customer that hCentive has maintained and shall maintain the hCentive Solution, including the Software, so that all Software will be interoperable with all other Software delivered by hCentive under this Agreement and the Professional Services Agreement, and the hCentive Solution, including the Software, Documentation and Maintenance and Support Services, shall (i) conform to the Documentation and the applicable Requirements, and (ii) be compatible with, and shall properly operate in, the Recommended Operating Environment, provided that (A) all firmware and all hardware products are operating in accordance with their respective specifications, and (B) Licensee and Customer are using the Software on the Designated Operating System(s) in a proper manner and in compliance with all operating instructions included in the Documentation.

**9. Default**. If hCentive breaches its obligation to perform the Maintenance and Support Services in accordance with the warranty set forth in Article 8 of Part 1 of this Exhibit C or any other provision of this Exhibit C, and hCentive fails to cure the breach within forty-five (45) days after written notice of the breach is given to hCentive (provided, that if hCentive has defaulted four times within the previous six months, no such cure opportunity shall apply), then Licensee will have the right, without limiting Licensees other rights and remedies available under contract, at law or in equity, to (i) terminate this Agreement in whole or in part in accordance with Section 11.2 of this Agreement, in which case hCentive shall, in the event of a partial termination, reduce the Fees under this Agreement equitably to reflect the terminated portion of this Agreement, and (ii) declare the occurrence of a Release Event for the release of the Source Materials in accordance with Article 14 of Exhibit A to this Agreement.

**10.** Limitation of Liability. The cumulative liability of both Parties for all claims relating to any services provided by hCentive as contemplated under this Exhibit C shall be governed by Article 6 of this Agreement.

# **11. Definitions**.

"<u>Adaptive Maintenance</u>" means performing technical testing to determine whether performance of the hCentive Solution has been affected by security system or policy changes, Major Releases, Minor Releases, upgrades to existing or new operating system or third party software in the hosting environment, new or changed equipment, and to confirm that the hCentive Solution is operating in accordance with all Requirements and meeting all Service Levels.

"<u>Audit Support</u>" means the provision by hCentive of cooperation and support to Licensee in providing data and/or reports to meet audit requirements of Customer, Licensee and regulators.

"<u>Capacity Management</u>" means the process for ensuring that the capacity of IT services and IT infrastructure is able to meet agreed capacity and performance related requirements in a cost-effective and timely manner. Capacity management takes into account resources required to deliver an IT service and to meet both current and future capacity and performance requirements for the supported business.

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

"<u>Customer Enhancement</u>" means any customization, modification or addition to the Software requested by Licensee or Customer that materially changes its utility, efficiency, functional capability, or application, but that does not constitute either an Nonconformity Correction or a Workaround, that is not provided pursuant to the Maintenance and Support Services described in Article 1 of this Exhibit, and that is not included, either contemporaneously or in the future, in any Minor Release, Major Release, New Product or New Module. Each Customer Enhancement will be addressed by the Parties pursuant to the change procedures and requirements set forth in Section 13.13 of this Agreement and will be executed in accordance with a fully executed Change Order. Following completion and Acceptance of each Customer Enhancement, it shall be included in the Software and subject to all terms of this Agreement.

"<u>Enhancement</u>" means any minor modification or minor addition to the Software that changes in a minor manner or to a limited extent its utility, efficiency, functional capability, application, or ability to operate with the Designated Operating System or in a hosting environment that is consistent with the Recommended Operating Environment but that does not constitute either an Nonconformity Correction or New Product or New Module. Enhancements to the hCentive Software, including those developed and provided at the request of Licensee or Customer, are included in the Maintenance and Support Services at no additional charge.

"<u>Essential Function</u>" means the following functions: registration, application, plan selection, program determination, enrollment and plan notices

"Evaluation," "Evaluated" or "Evaluation" means, with respect to any Software provided pursuant to this Exhibit C, inspect, test or otherwise evaluate such Software against the applicable Acceptance Criteria, as more fully described in the relevant Statement of Work or Change Order, or if no Acceptance process is identified in the relevant Statement of Work or Change Order, in Section 1.2 of Part III of Exhibit A to the Professional Services Agreement.

"Incident" means a Security Incident, a material failure of New HIX to function in accordance with its Requirements or an unplanned interruption or degradation in the performance of New HIX or the Software, which may be related to the hCentive Solution or the Software, including Incidents caused by Nonconformities. Only those Incidents that Licensee has determined are related to the hCentive Solution or the Software will be reported by Licensee to hCentive.

"Level 1 Support" means the support service that is provided as the entry point or first line support for Incidents or inquiries from Members and users. Level 1 Support for Members shall be provided through Customer's Call Center. This level of support is provided by generalized customer service agents utilizing the Problem management report provided by Optum or other agreed upon knowledge management tool. If the Level 1 Support personnel cannot resolve the Incident or cannot resolve the Incident within the target resolution time, the Incident is transferred (through warm transfers where possible) to Licensee and then to the appropriate resolver group for resolution, which may include Licensee, hCentive or Level 2 Support personnel, for resolution.

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

"<u>Level 3 Support</u>" means the high-level support service provided by hCentive (provided by any combination of application operations and maintenance support, engineering and system administration personnel) for an Incident or Problem that relates to the Software and that is utilized when efforts to resolve the issue with Level 1 Support and Level 2 Support have failed or have been bypassed.

"<u>Metrics and Reporting</u>" means the provision by hCentive of requested data and/or reports on the performance of the hCentive Solution and the Software and compliance with applicable Requirements and Service Levels.

"<u>Major Release</u>" means a new version of the Software that includes major enhancements to the business logic or functionality of an existing Module; it does not include or cover a New Product or New Module. For clarity's sake, a Major Release is reflected as the numbering of Major Release of a module assigned by hCentive (e.g. 1.0, or 2.0).

"<u>Minor Release</u>" means a new version of a Major Release of the Software that includes Nonconformity Corrections and/or Enhancements. For clarity's sake, a Minor Release is reflected as the numbering of the Major Release assigned by hCentive followed by a point and then number of such Minor Release (e.g. X.1, or X.2).

"<u>New Product or New Module</u>" means a new product or new module related to the Software which contains business logic or new functionality not offered or contained in the then-current version of the Software, or is a substantial change or enhancement to business logic or functionality, and is offered by hCentive as a new product, new module, or a separate option or

feature, and is priced separately. New Products and New Modules are not included in the Maintenance and Support Services and are subject to a separate charge. For the avoidance of doubt, the Releases (as defined in Section 14 of this Agreement) to be licensed under this Agreement shall not be considered to be New Products or New Modules, despite the introduction of any new functionality(ies) by the Releases, and all functionally equivalent software (as described in Section 1 of Exhibit B), Nonconformity Corrections, Enhancements, Customer Enhancements, Minor Releases, Major Releases, and any programming provided pursuant to this Exhibit with respect to Customer Owned Software shall not be considered to be New Products or New Modules.

"<u>Nonconformity</u>" means any failure of the Software to conform to the Documentation and the applicable Requirements, or to be compatible with, and properly operate in, the Recommended Operating Environment.

"<u>Nonconformity Correction</u>" means either a modification or addition that, when made or added to the Software, brings the Software into conformity with its Documentation and the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Software, avoids the practical adverse effect of such nonconformity.

"<u>Operations and Maintenance Manual</u>" means the Operations and Maintenance Manual that is a deliverable from Licensee to Customer under Task Order 1 under the Prime Contract. The Operations and Maintenance Manual shall include all of Licensee's processes and procedures referenced in Task Order 1 under the Prime Contract.

"<u>Performance Management</u>" means activities to ensure that the hCentive Solution achieves its expected outcomes in an efficient and consistent manner.

"<u>Priority Level 1</u>" means an Incident that (a) has caused New HIX to go down or to become unavailable, (b) has caused New HIX or the Software to fail to perform an Essential Function for a substantial segment of the user population, as determined by Licensee's monitoring tools or Customer's call center inbound call volume, or (c) has caused, or has potential to imminently cause, a Security Incident; and, in each case of (a), (b) and (c), for which no workaround is immediately available.

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

"<u>Priority Level 3</u>" means an Incident that (a) impacts a non-critical system or component of a New HIX or the Software for a limited number of users, or (b) impacts the ability of one or a

limited number of users to access and use a primary function of New HIX or the Software; but, in each case of (a) and (b), for which there is a reasonable temporary workaround. A Priority Level 3 Incident that is persistent or that affects a significant set of users may be escalated by Customer to Priority Level 2.

"<u>Priority Level 4</u>" means an Incident that (a) impacts a single user's ability to access and use a function of New HIX or the Software and (b) for which a reasonable temporary workaround is available. Examples of Priority Level 4 Incidents include Incidents that: do not affect any production functions of the Software or that is cosmetic in nature; a software defect that exists but does not affect any functionality of the hCentive Solution. A Priority Level 4 Incident that is persistent or "high volume" may be escalated by Customer to Priority Level 3.

"<u>Priority Level 5</u>" means a Service Order Request that does not result from a Priority Level 1, Priority Level 2, Priority Level 3 or Priority Level 4 Incident.

"<u>Problem</u>" means the underlying root cause, as determined by Licensee, of one or more Incidents under the Problem Management process.

"<u>Problem Management</u>" means Licensee's process of managing the lifecycle of all Problems, including, without limitation (a) proactively preventing Incidents from happening, (b) minimizing the impact of Incidents that cannot or have not been prevented, (c) determining the root cause of Incidents and resolving such underlying root cause with a fix or workaround that is designed in a manner to prevent the Incidents from recurring, (d) providing ongoing progress (Problem aging) updates while the root cause analysis is conducted and providing written reports of its findings and proposed actions to Customer for review and approval within 24 hours of the root cause determination, and (e) to the extent feasible, determining the root cause and responsibility for each Security Incident.

"<u>Scope</u>" means the scope of the Project and any Services set forth in the Prime Contract, including under the applicable Task Orders thereto.

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

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

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

(iii) "Low Severity" or severity 3 (moderate impact) means loss or exposure of public information, destruction of public information, or a threat of limited or confined interruption of a component of the Massachusetts Health Connector. Incidents or exposures classified at this level has caused, or has the potential to cause, impact to a system that supports the delivery of Massachusetts Health Connector services.

"Service Levels" means the Service Levels set forth in Appendix 1 to Exhibit C – Part 2.

"<u>Service Order Request</u>" means a request documented in Licensee's ticket management system for (1) a minor upgrade or enhancement to the hCentive Solution or the Software that is estimated by Licensee to require 160 hours or less to complete and that is funded by Customer, and may include, as examples, enhancement or new Software features or functions, new file transfer setups, new eligibility feeds, new business data loads, and ad hoc reports, (2) a minor upgrade or enhancement to the hCentive Solution that is determined by Licensee to be necessary to keep the hCentive Solution Available and functioning in accordance with its applicable Requirements, that is performed at no additional cost to Customer, and may include, as examples, data corrections, reference table updates and mapping changes, researching denials, missing information and plan code errors, routine archiving and purging of data, recovering lost data from a backup tape, and manually restaging files that have been internally corrected or externally updated by Customer, or (3) a Service change carried out to prevent imminent risk to the hCentive Solution, Software, network, and/or facilities required for supporting the hCentive Solution, and that has to be attended to immediately. Service Order Requests shall be performed as part of the Maintenance and Support Services at no additional cost to Licensee.

"<u>Update</u>" 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.

"<u>Workaround</u>" means a Nonconformity Correction or Incident resolution approved in advance by Licensee and Customer that may not fix the root cause associated with the Nonconformity or Incident, but that reduces the overall Nonconformity or Incident duration or eliminates future reoccurrences of a specific Nonconformity or Incident entirely. A Workaround may take the form of a patch release, process or procedural activities, scripts, or data maintenance jobs.

# EXHIBIT C – PART 2

#### SUPPORT AND MAINTENANCE PROCESS AND SERVICE LEVEL COMMITMENT

**1. Introduction.** This Part 2 of Exhibit C describes the support and maintenance process and service level commitment provided to Licensee for the hCentive Solution, including the Software, described in Agreement.

#### 1.1 Reports and Updates.

hCentive shall provide or make available to Licensee and Customer, in the manner and format and at the frequencies requested by Licensee, timely information, including information on progress toward implementing any Workaround and restoring functionality, with respect to all Incidents and Problems related to the hCentive Solution, including the Software. hCentive shall update such information frequently, in accordance with the severity of the Incident or Problem, but at least once every 24 hours. Such information shall include the following Incident Status and Resolution Type data:

State	Description
Open	State of the Incident is open
Assigned to OPS	Incident is assigned to hCentive Operations Team
Assigned to ENG	Incident is assigned to hCentive Engineering Team
Waiting for customer input	Waiting for additional information/clarification from Licensee for resolving the Incident
Resolved	Resolved the Incident as per the Resolution Type

(a) Incident Status.

#### (b) Resolution Type.

Туре	Description
Fixed	Fixed the Incident

Туре	Description
Duplicate	Incident has already been reported and another Incident exists in the system
Won't fix	Incident is valid but is not related to the hCentive Solution, including the Software
Cannot reproduce	Cannot reproduce the Incident
Licensee timeout	Additional information/clarification from Licensee was requested but there has been no response for 5 business days
Invalid	Not a valid Incident. For example, user error.

(c) Internal hCentive Issues.

hCentive will provide or make available to Licensee and Customer the information described in this Section 1.1 with respect to all Incidents and Problems related to the hCentive Solution, including the Software, regardless of which Party first becomes aware of a particular Incident or Problem. Other issues identified and created for internal purposes by hCentive users that do not meet the definition of an Incident or a Problem will, by default, only be visible to authorized hCentive users. hCentive can selectively make such issues visible to Licensee.

- 1.2 Incident Management.
  - (a) Response Time.

Priorities	Response Time
Priority Level 1 Incidents	Within 15 minutes of identification by hCentive or notification to hCentive by Licensee or Customer of a Priority Level 1 Incident, hCentive will (1) page hCentive's Priority Level 1 Incident notification list, (2) notify, by pager, SMS, telephone, email or other means, the hCentive Personnel assigned to the Incident, and (3) notify Licensee by email that the ticket has been opened.
Priority Level 2 Incidents	Within 15 minutes of identification by hCentive or notification to hCentive by Licensee or Customer of a Priority Level 1 Incident, hCentive will (1) notify, by pager, SMS, telephone, email or other means, the hCentive Personnel assigned to the Incident, and (2) notify Licensee by email that the ticket has been opened.

Priorities	Response Time
All Other Incidents	Within four hours of identification by hCentive or notification to hCentive by Licensee or Customer of any Incident other than a Priority Level 1 Incident or Priority Level 2 Incident, hCentive will (1) notify, by pager, SMS, telephone, email or other means, the hCentive Personnel assigned to the Incident, and (2) notify Licensee by email that the ticket has been opened.

(b) Resolution Process & Timeline for Priority Level 1 Incidents and Priority Level 2 Incidents.

- Once a Priority Level 1 Incident or Priority Level 2 Incident has been identified and the hCentive team has been notified, the hCentive team will send an acknowledgement to Licensee within the applicable response time.
- hCentive Personnel will resolve the Incident in accordance with Section 2.3 of Part 1 of this Exhibit C. hCentive Personnel will also provide an estimated resolution time for fixing the Incident, which may include providing a patch release or other Workaround.
- hCentive will work continuously, on a 24 x 7 basis, to resolve all Priority Level 1 Incidents and Priority Level 2 Incidents, and as requested by Licensee, to resolve all Priority Level 1 Problems and Priority Level 2 Problems, until resolution has been achieved and the full functionality of the hCentive Solution, including the Software, has been restored so that the hCentive Solution, including the Software, performs in conformity to the Documentation and all applicable Requirements.
- No Priority Level 1 Incident shall have a restoration time longer than 4 hours, beginning from the time hCentive first has notice of the Incident.
- No Priority Level 2 Incident shall have a restoration time longer than 8 hours, beginning from the time hCentive first has notice of the Incident.

(c) Resolution Process & Timeline for Incidents other than Priority Level 1 Incidents and Priority Level 2 Incidents.

- Once an Incident other than Priority Level 1 Incident or Priority Level 2 Incident Priority Level 2 Incident has been identified and the hCentive team has been notified, the hCentive team will send an acknowledgement to Licensee within the applicable response time.
- hCentive Personnel will resolve the Incident in accordance with Section 2.3 of Part 1 of this Exhibit C. Based on the nature and impact to the hCentive Solution of the Incident, hCentive will provide a timeline for the

resolution of the Incident, which may include providing a patch release or other Workaround.

- No Priority Level 3 Incident shall have a restoration time longer than one business day, beginning from the time hCentive first has notice of the Incident.
- No Priority Level 4 Incident shall have a restoration time longer than three business days, beginning from the time hCentive first has notice of the Incident.
- Restoration times for Priority Level 5 Incidents shall be subject to agreement between hCentive and Licensee.
- (d) Planned Maintenance.
  - The hCentive support team shall perform system maintenance from time to time. The hCentive team will provide Licensee proper advanced, written notification of any planned maintenance. hCentive will provide Licensee a monthly schedule of planned maintenance five days prior to the beginning of the month for review and approval. During such maintenance, the hCentive Solution may be unavailable, limited, impaired or degraded. hCentive will obtain Licensee's approval in advance for such downtime. hCentive prefers to schedule such maintenance between 11:30 p.m. on Saturday and 12:30 a.m. on Sunday.
- 1.3 Maintenance and Support Responsibilities.
  - Level 1 Support will be managed by Licensee
  - Level 2 Support will be managed by Licensee
  - Level 3 Support will managed in part by Licensee and in part by hCentive, as described in Part 1 of this Exhibit C
- 1.4 Normal Operating hours.
  - Monday through Friday: 7:00 AM to 7:00 PM Eastern Time
  - Excluded Holidays: Thanksgiving and Christmas days
  - Coverage for Priority 1 Incidents and Problems and Priority 2 Incidents and Problems available 24 x 7
  - Maintenance and Support Services provided continuously, on a 24 x 7 basis, to resolve all Priority Level 1 Incidents and Priority Level 2 Incidents, and as requested by Licensee, to resolve all Priority Level 1 Problems and Priority Level 2 Problems

#### 1.5 Escalation & Notification.

Priority Level	Escalation / Notification	Additional Notification
Priority Level 1	Escalation (by phone/SMS and e-mail) occurs thirty (30) minutes after ticket has been opened and unacknowledged. hCentive Help Desk will escalate to the first predetermined escalation level. It will then occur again fifteen minutes later if it is still unacknowledged. Escalation will repeat to the first escalation and add the second predetermined escalation level.	Requester and Priority Level 1 notification list will automatically be sent e-mail with each "Status Update".
Priority Level 2	<ul> <li>Escalation occurs (by e-mail only) when:</li> <li>1) Two hours after ticket has been opened and unacknowledged. hCentive Help Desk will escalate through email to the first predetermined escalation level.</li> <li>2) One hour after the first e-mailed escalation: if it is still unacknowledged. E-mail escalation will repeat to the first escalation and add the second predetermined escalation.</li> </ul>	Requester will automatically be e-mailed such notifications with each "Status Update" entered.

#### 1.6 Escalation Levels.

Unacknowledged tickets will be auto-escalated as follows as per specified response time:

<b>Escalation Level</b>	Support Team
First Escalation	Technical Specialist
Second Escalation	Team Lead
Third Escalation	Support Manager

1.7 Service Levels.

Licensee is subject to compliance with the Service Levels set forth in Attachment 1 pursuant to Task Order 3 under the Prime Contract.

Licensee's failure to meet any such Service Level will result in Licensee incurring the applicable Service Level credit. In the event that hCentive, whether due to Nonconformities in or Incidents or Problems with respect to the hCentive Solution, including the Software, failure to provide Maintenance and Support Services under this Exhibit or otherwise, contributes to a Service Level default by Licensee, Licensee will give hCentive notice of such Service Level default(s), the amount of the Service Level credit(s) for such default(s), and hCentive's

proportionate responsibility (as determined by Licensee) for such Service Level default(s) and credit(s), and hCentive shall credit Licensee, on the next monthly invoice for the Fees under this Agreement, for the proportional amount of all such Service Level credits corresponding with hCentive's proportionate responsibility, in accordance with Licensee's notice.

## Attachment 1

#### **Service Levels**

The Service Levels in this Attachment are reproduced verbatim from the Service Levels set forth in Task Order 3 under the Prime Contract. Capitalized terms used in these Service Levels that are not defined in this Attachment are used with the meanings given in Task Order 3.

#### 1. Service Levels.

#### 1.1 Availability.

#### (A) Certain Definitions.

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

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

- (iii) Scheduled Availability means 24 x 7.
- (iv) Measurement Period means the applicable full calendar month.

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

Availability: November 1, 2014 through June 30, 2015	
Туре	Service Level
Commencement	November 1, 2014

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

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

# (C) **July 1, 2015 forward.**

Availability: July 1, 2015 forward		
Туре	Service Level	
Commencement	July 1, 2015	
Description	This Service Level measures the percentage of time that the System or the Managed Applications are Available in production during Total Base Minutes of Service each month.	
Reporting Period	Monthly	
Calculation	(Number of Total Base Minutes of Service minus ADTM during the applicable Measurement Period) divided by number of Total Base Minutes of Service	

Availability: July 1, 20	)15 forward	
Туре	Service Level	
	during such Measurement Period, with the	result expressed as a percentage.
Data Sources	Contractor's service management system, which maintains records of each Incident and ADTM resulting from each Incident.	
Service Level Metric	99.9%	
Service Level Credit (not cumulative – only one may apply for any reporting period)	If Availability is:	Then the Service Level credit equals the following percentage of the Hosting Services Fees invoiced for the month in which the Service Level default occurred:
	Less than 99.9% but not less than 99.7%	3%
	Less than 99.7% but not less than 95.0%	7.5%
	Less than 95.0%	10%

# 1.2 **Performance.**

Performance: Contractor Internal hCentive Software Transactions	
Туре	Service Level
Commencement	Go Live date
Description	This Service Level measures the percentage of certain production Transactions executed solely within the Contractor hCentive Software Application Services Domain that are completed within the required timeframe
Reporting Period	Monthly
Calculation	Number of Transactions executed during the applicable Measurement Period for which the Elapsed Duration is within the required timeframe, divided by number of Transactions during such Measurement Period, with the result expressed as a percentage.
	<b>Transactions</b> means a sampling of certain agreed types of production transactions (which are discrete requests for individual replies for information from Contractor's web servers) run in the hCentive Software Managed Application solely within the Contractor hCentive Software Application Services Domain. Transactions shall not include any User functions or other

Performance: Contra	ctor Internal hCentive Software Transactions
Туре	Service Level
	functions outside the Contractor hCentive Software Application ServicesDomain.Contractor hCentive Software Application Services Domain meansContractor's internal portion of the production Hosting Environment in which
	the hCentive Software Managed Application runs, which is physically bounded by network firewalls or other security boundary devices providing a clear demarcation between Contractor's internal operations and external functions and transactions of the hCentive Software Managed Application within New HIX.
	<b>Elapsed Duration</b> means, for a Transaction, the time between the receipt of the Transaction request at the point of entry (web server or other security boundary device) to the Contractor hCentive Software Application Services Domain and the time the Transaction reply exits the Contractor hCentive Software Application Services Domain at the point of exit (web server or other security boundary device). Notwithstanding the foregoing, for any Transaction that commenced during one of the following periods, Elapsed Duration shall not commence until the following periods have ended (1) a period when Maintenance is being performed during a Maintenance Windows, (2) a period when documented problems with Managed Applications exist that are not within Contractor's Scope of responsibility, as set forth in <u>Schedule 2</u> (e.g., Clientmanaged DNS, networks, interfaces to Dell, FDSH, MMIS, etc.), to the extent that such problems cause the Transaction to be delayed, or (4) periods of time when a Transaction cannot be completed as a result of Client's failure to approve the installation of Contractor-recommended software patches or upgrades within one week of receipt of a Contractor-initiated Change Request.
Data Sources	The measurement process shall occur on Contractor's external facing web server.
Service Level Metrics	90.0% of all Transactions have an Elapsed Duration of three(3) seconds or less
	99.0% of all Transactions have an Elapsed Duration of seven (7) seconds or less
Service Level Credit (only one credit may apply for any or all defaults under this Service Level in a single reporting period)	10% of the Hosting Services Fees invoiced for the month in which the Service Level default occurred

# 1.3. **Restoration.**

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

Restoration: Priority Level 1 and 2 Incidents						
Туре	Service Level					
Service Level Credit	10% of the Hosting Services Fees invoiced for the month in which the Service Level default occurred, provided that no such Service Level credit shall apply for any month in which a Service Level credit applies for an Availability Service Level.					

### 2. Service Level Credits.

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

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

3. **Excused Performance**. To the extent that any Service Level default is attributable to: (A) a Client Delay; (B) a Force Majeure Event; except that a Force Majeure Event shall not excuse, delay or suspend Contractor's obligation to invoke and follow its Business Continuity Plan (as defined in the MSA), Disaster Recovery Plan or any other business continuity or disaster recovery obligations set forth in the MSA in a timely fashion, (C) a breach by Client, a Third Party Vendor of Client or any other third party (excluding Third Party Vendors provided by Contractor or other third parties engaged by Contractor in relation to the Services) of any of its obligations with respect to the MAS Services or under the MSA that prevents Contractor from meeting the applicable Service Level; (D) External Systems; (E) a change in Commonwealth funding; (E) a CSM policy change; (F) acts or omissions of Client, a Client vendor or other third

party; or (G) an adjustment of priorities or change in the Services requested by Client or CMS, then, in any such case, such Service Level default shall be excused, and no Service Level credit or other remedy shall accrue with respect to such Service Level.

## EXHIBIT D

# **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	МІТ	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 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	МІТ	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 E

### **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 <u>http://www.grants.gov/search/search.do;jsessionid=spH5T6rCcd3LcpvsLv2yRJYxyb8YgTkhkW</u> FChR8fBJQr9JVJgQS2!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 <u>http://healthit.hhs.gov/portal/server.pt/community/healthit\_hhs\_gov\_privacy\_security\_frame</u> <u>work/1173</u>
- G. CMS TRA Catalog of Minimum Security Controls for States Supplement <u>http://dev.nescies.org/sites/dev.nescies.org/files/CMS%20TRA%20Catalog%20of%20Minimum</u> <u>%20Security%20Controls%20for%20States%20Supp%20Draft%20v%200%202%2009012011.p</u> df
- H. Internal Revenue Manual ("IRM"); Part 10; Security, Privacy and Assurance <a href="http://www.irs.gov/irm/part10/">www.irs.gov/irm/part10/</a>
- 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 <u>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</u>
- 2. Enterprise IT Security Incident Response Policy <u>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</u>
- 3. Enterprise Physical & Environmental Security Policy <u>http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-</u> <u>stnds/security-policies-and-standards/enterprise-physical-and-env-security-policy.html</u>
- 4. Enterprise Information Technology Accessibility Standards <u>http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-</u> <u>stnds/accessibility-standards/enterprise-it-accessibility-standards.html</u>
- 5. Enterprise Web Accessibility Standards <u>http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/tech-guidance/accessibility-guidance/web-accessibility/web-accessibility-standards.html</u>
- 6. Public Access Policy & Standards for e-Government Applications: Application Security <u>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/</u>
- 7. Public Access Policy & Standards for e-Government Applications: Network Security <u>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/</u>
- 8. Enterprise Staff Information Technology Security Policy <u>http://www.mass.gov/anf/research-and-tech/it-pols-stnds-and-guidance/ent-pols-and-</u> <u>stnds/security-policies-and-standards/enterprise-staff-information-technology-security-p.html</u>
- 9. Enterprise Website Cookie Policy <u>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</u>
- 10. Web Addresses and Hosting <u>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/</u>
- 11. Website Privacy Policies <u>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/</u>

# EXHIBIT F

# **RECOMMENDED OPERATING ENVIRONMENT**

Virtual Machine Type	Server Type	Software	# of VMs	CPU Allocation (vCPU) One core per vCPU	RAM Memory (GB)	SAN Storage (GB)	NAS Storage (GB)
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
Web VMs	Apache	Apache 2.2	1	2	4	25	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Individual Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Employer Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Employer Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Employer Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Employer Portal & Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	

Virtual Machine Type	Server Type	Software	# of VMs	CPU Allocation (vCPU) One core per vCPU	RAM Memory (GB)	SAN Storage (GB)	NAS Storage (GB)
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
	Broker Portal	30033 0.2	1	0	50	50	
App VMs	and Services	Jboss 6.2	1	8	30	50	
••	Broker Portal						
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal						
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal						
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal		_	-			
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal	Jboss 6.2	1	8	20	50	
App VMs	and Services Broker Portal	JD055 0.2	1	ð	30	50	
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal	30033 0.2		0	50	50	
App VMs	and Services	Jboss 6.2	1	8	30	50	
	Broker Portal						
App VMs	and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	Broker Portal and Services	Jboss 6.2	1	8	30	50	
App VMs	All other Portals and Services	Jboss 6.2	1	8	30	50	
App VMs	All other Portals and Services	Jboss 6.2	1	8	30	50	
App VMs	All other Portals and Services	Jboss 6.2	1	8	30	50	
App VMs	All other Portals and Services	Jboss 6.2	1	8	30	50	
App VMs	ESB - Jobs	JBoss Fuse 6.1	1	2	8	300	
App VMs	ESB - Jobs	JBoss Fuse 6.1	1	2	8	300	
App VMs	ESB - Jobs	JBoss Fuse 6.1	1	2	8	300	
App VMs	ESB - Jobs	JBoss Fuse 6.1	1	2	8	300	
App VMs	Log Management	Log - Splunk	1	4	15	1024	
App VMs	Log	Log - Splunk	1	4	15	1024	

Virtual Machine Type	Server Type	Software	# of VMs	CPU Allocation (vCPU) One core per vCPU	RAM Memory (GB)	SAN Storage (GB)	NAS Storage (GB)
	Management						
		Oracle 11g R2					
		Oracle					
		Database					
		Enterprise			64	2072	
DB VMs	OLTP	Edition - RAC Oracle 11g R2	1	8	64	3072	
		Oracle					
		Database					
		Enterprise					
DB VMs	OLTP	Edition - RAC	1	8	64		
		Oracle 11g R2					
		Oracle					
		Database					
		Enterprise		_			
DB VMs	OLTP	Edition - RAC	1	8	64		
		Oracle 11g R2 Oracle					
		Database					
		Enterprise					
DB VMs	OLTP	Edition - RAC	1	8	64	3072	
	0211	Oracle 11g R2	-		01	3072	
		Oracle					
		Database					
		Enterprise					
DB VMs	OLTP	Edition - RAC	1	8	64		
		Oracle 11g R2					
		Oracle					
		Database					
DB VMs	OLTP	Enterprise Edition - RAC	1	8	64		
	0EH	Oracle 11g R2	-	0	04		
		Oracle					
		Database					
		Enterprise					
DB VMs	Reporting	Edition - RAC	1	8	32	3072	
		Oracle 11g R2					
		Oracle					
		Database					
DB VMs	Reporting	Enterprise Edition - RAC	1	8	32		
		Oracle 11g R2		0	52		
		Oracle					
		Database					
		Enterprise					
DB VMs	Reporting	Edition - RAC	1	8	32		

Virtual Machine				CPU Allocation (vCPU)	RAM Memory	SAN Storage	NAS
Type	Server Type	Software	# of VMs	One core per vCPU	(GB)	(GB)	Storage (GB)
.,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Oracle 11g R2		10.0	(05)	(05)	(00)
		Oracle					
		Database					
		Enterprise					
DB VMs	Reporting	Edition - RAC	1	8	32	3072	
		Oracle 11g R2					
		Oracle					
		Database					
DB VMs	Reporting	Enterprise Edition - RAC	1	8	32		
	Reporting	Oracle 11g R2	1	0	52		
		Oracle					
		Database					
		Enterprise					
DB VMs	Reporting	Edition - RAC	1	8	32		
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32	512	
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32		
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32		
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32	512	
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32		
DB VMs	ESB - Jobs	JBoss Fuse 6.1	1	8	32		
SB Tools VMs	Security Blanket	Linux 6 Server	1	2	4	20	
SB Tools VMs	Security Blanket	Linux 6 Server	1	2	4	20	
		TWS Client,					
Batch VM	Batch	Java	1	4	16	100	
		TWS Client,		-		100	
Batch VM	Batch	Java	1	4	16	100	
Datch V/N/	Patch	TWS Client,	1	4	16	100	
Batch VM	Batch	Java TWS Client,	1	4	10	100	
Batch VM	Batch	Java	1	4	16	100	
DB backup host	DB backup host		1	4	64	208	

# EXHIBIT G

# HOURLY RATES

Redacted		

# EXHIBIT H

# PERSONNEL CONFIDENTIALITY AGREEMENT

#### EXHIBIT H

#### 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. <u>Representation of Non-Infringement</u>. 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. <u>No Conflicting Agreements</u>. 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. <u>Tax Payments.</u> 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 I

# REQUIREMENTS

Worktrack	Name	Description	Priority	Release	System
		The hCentive system will deny an applicant for incarceration who is not pending disposition.			
A) UI / UX / PD / IDM	A.10.1	(i.e., confined but not convicted)	Critical	R1	hCentive
		The hCentive system will not deny an applicant for incarceration who is pending disposition.(ie			
4) UI / UX / PD / IDM	A.10.2	confined but not convicted)	Critical	R1	hCentive
		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			
A) UI / UX / PD / IDM	A.10.3	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. 10.5	The hCentive system will not deny an applicant who is not resident a who is a joint	Childan		noentive
A) UI / UX / PD / IDM	A.10.6	tax filer or a tax dependent of a MA resident.	Critical	R1	hCentive
	A.10.0		Chilcai		ncentive
		The hCentive system will accurately require additional information for an applicant when the	O miti a al	D4	h Caratius
A) UI / UX / PD / IDM	A.11.1	hub indicated income is more than10% greater than the attested income	Critical	R1	hCentive
		The hCentive system shall have the ability to not require additional information for an applicant			
A) UI / UX / PD / IDM	A.11.10	who is Denied or assessed eligible for Medicaid	Critical	R1	hCentive
		The hCentive system will accurately require additional information for an applicant with pending			
A) UI / UX / PD / IDM	A.11.2	disposition.	Critical	R1	hCentive
		The hCentive system will accurately require additional information if the user does not attest to			
A) UI / UX / PD / IDM	A.11.3	being incarcerated but FDSH indicates incarceration	Critical	R1	hCentive
		The hCentive system will accurately require additional information for an applicant when the			
A) UI / UX / PD / IDM	A.11.4	service call made to the hub could not verify the immigration status	Critical	R1	hCentive
,	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			
A) UI / UX / PD / IDM	A.11.5	Nexis	Critical	R1	hCentive
	7.11.0	The hCentive system will accurately require additional information for an applicant who	ondoar		neonavo
A) UI / UX / PD / IDM	A.11.6	attested to being AI / AN	Critical	R1	hCentive
	A.11.0	8	Chilcai		ncentive
	A 44 7	The hCentive system will accurately require additional information for an applicant whose	O miti a a l	D4	h Caratius
A) UI / UX / PD / IDM	A.11.7	citizenship status could not be verified by the service call made to the SSA and DHS	Critical	R1	hCentive
		The hCentive system shall have the ability to require additional information for an applicant who			
A) UI / UX / PD / IDM	A.11.8	needs to verify multiple verification types	Critical	R1	hCentive
		The hCentive system shall have the ability to not require additional information for a QHP			
A) UI / UX / PD / IDM	A.11.9	eligible applicant who does not need to verify information	Critical	R1	hCentive
		The hCentive system will accuately identifies the appropriate SLCSP to retrieve the max. APTC			
4) UI / UX / PD / IDM	A.12.1	amount from the FDSH for applicants who are eligible for QHPs and APTCs	Critical	R1	hCentive
		If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will			
A) UI / UX / PD / IDM	A.12.10	accurately change the APTC and state wrap amounts for PT2b	Critical	R2	hCentive
,		If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will			
A) UI / UX / PD / IDM	A.12.11	accurately change the APTC and state wrap amounts for PT3a	Critical	R2	hCentive
,		If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will			
A) UI / UX / PD / IDM	A.12.12	accurately change the APTC and state wrap amounts for PT3b	Critical	R2	hCentive
	/\.12.12	The hCentive system will accurately change the APTC amounts if an applicant eligible for QHP	Ontiodi	112	noentive
	A.12.2	with APTC adjusts their APTC amount	Critical	R1	hCentive
A) UI / UX / PD / IDM	A.12.2		United	IN I	ncentive
		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			
A) UI / UX / PD / IDM	A.12.3	for state wrap (Connector Care - PT1)	Critical	R2	hCentive
		If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will			
A) UI / UX / PD / IDM	A.12.4	accurately change the APTC and state wrap amounts - PT1 plans	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.12.5	for state wrap (Connector Care - PT2a)	Critical	R2	hCentive

(A) UI / UX / PD / IDM (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			
,	A.12.6	amount from the EDSH and accurately calculate the state wrap amount for applicants eligible			
,	A.12.6				
A) UI / UX / PD / IDM			Critical	R2	hCentive
A) UI / UX / PD / IDM		The hCentive system will accurately identify the appropriate SLCSP to retrieve the max APTC			
A) UI / UX / PD / IDM		amount from the FDSH and accurately calculate the state wrap amount for applicants eligible			
	A.12.7	for state wrap (Connector Care - PT3a)	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.12.8	for state wrap (Connector Care - PT3b)	Critical	R2	hCentive
		If an applicant eligible for State Wrap (Connector Care) adjusts APTC, the hCentive system will			
A) UI / UX / PD / IDM	A.12.9	accurately change the APTC and state wrap amounts for PT2a	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.13.1	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
		The hCentive system will allow an applicant determined to be eligible for QHPs with APTCs to			
A) UI / UX / PD / IDM	A.13.11	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
		The hCentive system requires the applicant to attest to Terms and Conditions at the end of plan			
A) UI / UX / PD / IDM	A.13.17	selection and to confirm their enrollment	Critical	R1	hCentive
		The hCentive system captures and stores the information required by issuers to effectuate			
A) UI / UX / PD / IDM	A.13.18		Critical	R1	hCentive
,		The hCentive system shall allow the user to apply any remaining APTC amount from QHP to			
A) UI / UX / PD / IDM	A.13.19		Critical	R2	hCentive
,		The hCentive system will display a monthly premium of zero dollars if the maximum APTC of			
A) UI / UX / PD / IDM	A.13.2		Critical	R2	hCentive
	-	The hCentive system shall display the ConnectorCare plans only if the user is determined for			
A) UI / UX / PD / IDM	A.13.3		Critical	R2	hCentive
,		The hCentive system shall allow a user to shop for a plan after they have authenticated and			
A) UI / UX / PD / IDM	A.13.4		Critical	R1	hCentive
, - · · · · · · · · · · · · · · · · · ·		The hCentive system shall allow the user to view the plans that they can shop and enroll in a			
A) UI / UX / PD / IDM	A.13.5	, , , , , , , , , , , , , , , , , , , ,	Critical	R1	hCentive
, <u> </u>		The hCentive system shall allow the user to view the QDP plans that they can enroll in based			
A) UI / UX / PD / IDM	A.13.6		Critical	R2	hCentive
A) UI / UX / PD / IDM	A.13.9	1 0	Critical	R1	hCentive
.,	,	The hCentive system shall display a message informing the user to call the customer service if	orniour		
A) UI / UX / PD / IDM	A.14.1	they wish to purchase a QDP only by calling the customer service.	Important	R3	hCentive
	/	The hCentive system shall exhibit Connector logo and branding on all applicable pages of the	important		liconaro
A) UI / UX / PD / IDM	A.14.10		Important	R1	hCentive
	/	The hCentive system shall display a color scheme that is consistent with the style guide	mportant		lieonaro
A) UI / UX / PD / IDM	A.14.11		Important	R2	hCentive
	,	The hCentive system shall display navigation elements such as breadcrumbs and other	mpontant		in Sonavo
A) UI / UX / PD / IDM	A.14.12		Important	R1	hCentive
	/\	The hCentive system shall provide seamless integration between the CCA home page and the	mportant		noonave
A) UI / UX / PD / IDM	A.14.13	hCentive Individual portal	Important	R3	hCentive
A) UI / UX / PD / IDM	A.14.13		Useful	R1	hCentive
	1.14	The hCentive system shall provide users a consistent user experience (look and feel) -	USEIUI		noenuve
A) UI / UX / PD / IDM	A.14.15		Useful	R2	hCentive
	A.14.15	The hCentive system shall display MA specific help and contextual text to the user throughout	USEIUI	112	Incentive
A) UI / UX / PD / IDM	A.14.17		Important	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		Layout and Design - Any hCentive web pages must use HTML markup tags according to			
A) UI / UX / PD / IDM	A.14.19	industry standards	Important	R1	hCentive
		The hCentive system will ask for the net income while calculating the self-employment income			
A) UI / UX / PD / IDM	A.14.2	of the applicant	Critical	R3	hCentive
		hCentive web pages shall control presentation with style sheets, but the web pages must be			
A) UI / UX / PD / IDM	A.14.20	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
		hCentive web pages must be usable when scripts, applets, or other programmed objects are	1		
A) UI / UX / PD / IDM	A.14.22	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
, ., ., ., .,	/	The hCentive system will include format validation checks (i.e. field verifications) for all user	portant		noonaro
A) UI / UX / PD / IDM	A.14.25	data input fields in all screens	Important	R1	hCentive
	7.14.20	The hCentive system will display appropriate error messages if format validation checks (i.e.	important		noenave
A) UI / UX / PD / IDM	A.14.26	field verifications) are not met	Important	R1	hCentive
	7.14.20	The hCentive system will be compatible with multiple browsers, e.g. Internet Explorer, Mozilla	important		noenuve
A) UI / UX / PD / IDM	A.14.29	Firefox, Safari, Chrome; versions released between 2011-2014 and later versions	Important	R1	hCentive
	A.14.29		Important	IX I	ncentive
	A 14 0	The hCentive system will ask for the pregnancy information of all female users aged between 8	Critical	Da	b Continue
A) UI / UX / PD / IDM	A.14.3	- 65 years	Critical	R3	hCentive
		The hCentive system shall collect the immigration/citizenship information of all applicants	0.11		
A) UI / UX / PD / IDM	A.14.5	applying for unsubsidized health and dental coverage	Critical	R3	hCentive
		The hCentive system shall allow the user to print "My Enrollments" and " Application Summary			
A) UI / UX / PD / IDM	A.14.6	Page"	Useful	R3	hCentive
		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			
4) UI / UX / PD / IDM	A.14.7	application requires additional processing. <click here=""> to learn more about what to do next</click>	Critical	R3	hCentive
		hCentive system shall capture the average monthly income if the user attests to not having a			
A) UI / UX / PD / IDM	A.14.8	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
		The hCentive system user interface shall conform to industry standards for web accessibility			
A) UI / UX / PD / IDM	A.15.1	(508 Compliance)	Critical	R1	hCentive
Á) UI / UX / PD / IDM	A.15.3	hCentive web pages must provide a text equivalent for every non-text element	Critical	R1	hCentive
,		hCentive web pages must ensure that the use and selection of color do not affect the			
A) UI / UX / PD / IDM	A.15.7	information conveyed on a page	Critical	R1	hCentive
,		Information published on any hCentive web pages must be published in HTML, whenever			
A) UI / UX / PD / IDM	A.15.8	possible, to eliminate the need for additional software	Critical	R1	hCentive
	/	The IDM system shall have the ability to allow users to create accounts to use the hCentive	Cilibai		noonave
A) UI / UX / PD / IDM	A.16.1	system	Critical	R1	hCentive
	A.10.1	The hCentive system shall support an Individual User Role for authenticated users that allows	Chical		licentive
A) UI / UX / PD / IDM	A.16.10	a applicant to start an eligibility application, complete shopping, etc.	Critical	R1	hCentive
	A.10.10		Chucal		licentive
		The hCentive system shall support a Customer Service Representative (CSR - Basic) User			
	A 16 10	Role "On Behalf Of" for authenticated users that can assist applicants complete and eligibility	Critical	D1	bC antiur
A) UI / UX / PD / IDM	A.16.12	application and select a plan, etc. and make changes to an application	Critical	R1	hCentive
		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			
A) UI / UX / PD / IDM	A.16.13	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
		The Massachusetts Health Connector logo will appear in the upper left corner of the IDM			
A) UI / UX / PD / IDM	A.16.19	screens	Critical	R2	IDM
		The IDM system requires users to provide the following information to create an account: First			
A) UI / UX / PD / IDM	A.16.2	Name, Last Name, Email Address, Username, Password	Critical	R1	hCentive
		Email correspondence from the IDM system will include the phone # and email address for the			
A) UI / UX / PD / IDM	A.16.20	CSR (Dell).	Critical	R2	IDM
.,		CSR representatives will not be allowed to reset user passwords, change the security			
A) UI / UX / PD / IDM	A.16.21	questions/answers or/ and change the users email address within the IDM system.	Critical	R2	IDM
	7	IDM Privacy Policy, Terms and Conditions, Help, error messages, Email language and	ontiour	1.12	
A) UI / UX / PD / IDM	A.16.22	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. 10.20	The hCentive user navigates to the Optum ID pages for the following: Sign In, Forgot	Childan		
A) UI / UX / PD / IDM	A.16.24	Password, Create an account, unlock their account and Forgot Username.	Critical	R2	IDM
A) 017 0X7 FD7 IDIVI	A.10.24	The IDM system requires users to choose three specific questions from a list of security	Chilcai	RZ	IDIM
	A 16 0		Critical	R1	hCentive
A) UI / UX / PD / IDM	A.16.3	questions and answer these questions to support additional credentialling	Critical	RI	nCentive
		The IDM system will generate and send a verification URL and confirmation code to the	<u> </u>	<b></b>	
A) UI / UX / PD / IDM	A.16.4	applicant's email	Critical	R1	hCentive
		The IDM system requires the user to click on the link or enter the confirmation code into the		<b>_</b> .	
A) UI / UX / PD / IDM	A.16.5	account verification screen to activate their account	Critical	R1	hCentive
		The IDM system shall have the ability to authenticate users using the hCentive system using			
A) UI / UX / PD / IDM	A.16.6	username and password	Critical	R1	hCentive
		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			
A) UI / UX / PD / IDM	A.16.7	authentication if a different IP address is used by the user	Critical	R1	hCentive
		The IDM system shall lock a user's account after 3 failed attempts to login to the hCentive			
A) UI / UX / PD / IDM	A.16.8	system	Critical	R1	hCentive
		The hCentive system shall support unauthenticated users that are limited to anonymous			
A) UI / UX / PD / IDM	A.16.9	browsing and basic website navigation (i.e. cannot start an eligibility application)	Critical	R1	hCentive
,		The hCentive system will allow users to view their profiles: Overview, My Profile, My Eligibility,			
A) UI / UX / PD / IDM	A.2.1	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
		The hCentive system will provide information to applicants seeking to appeal their	o naoan		
A) UI / UX / PD / IDM	A.2.4	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.2.0	The noentive system will allow users to view a submitted application	Childan		noentive
		The hCentive system will allow users to view enrollment information such as the plans selected			
A) UI / UX / PD / IDM	A.2.6	(QHP, QDP), enrollment ID, primary contact name, submission date and effective date	Critical	R1	hCentive
	A.2.0		Chilcar	IN I	ncentive
		The hCentive system will allow users to view enrollment information (ConnectorCare) such as			
	107	the ConnectorCare plan selected, enrollment ID, primary contact name, submission date and	0.00	<b>D</b> 0	
A) UI / UX / PD / IDM	A.2.7	effective date.	Critical	R2	hCentive
		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		-	
A) UI / UX / PD / IDM	A.3.1	QDPs and the associated rates	Critical	R1	hCentive
		The hCentive system shall allow an anonymous user to go thorugh the shopping experience			
A) UI / UX / PD / IDM	A.3.2	(i.e. view plan benefits, use sort and filter capabilities, provider links, etc.)	Critical	R1	hCentive
		The hCentive application accurately displays rates for unsubsidized QHPs and QDPs as			
A) UI / UX / PD / IDM	A.3.3	provided by the issuers	Critical	R1	hCentive
		The hCentive system will prevent an anonymous user from buying a QHP or QDP without			
A) UI / UX / PD / IDM	A.3.4	registering for an account or going through eligibility verification	Critical	R1	hCentive
,		The hCentive system shall allow a user to start an application after going through the			
A) UI / UX / PD / IDM	A.3.5	anonymous browsing shopping experience	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
		The hCentive system shall allow a user to create an account by clicking on the "Individual and			
A) UI / UX / PD / IDM	A.4.1	Families" link on the Connector website	Critical	R1	hCentive
		The hCentive system shall allow an Authorized Representative to fill out the application on the			
A) UI / UX / PD / IDM	A.4.12	applicant's behalf.	Important	R1	hCentive
		The hCentive system shall allow a Navigator, Certified Application Counselor to fill out the			
A) UI / UX / PD / IDM	A.4.13	application on the applicant's behalf.	Important	R3	hCentive
		The hCentive system shall allow a user to log into their account after they have been			
A) UI / UX / PD / IDM	A.4.2	authenticated with their username and password	Critical	R1	hCentive
		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			
A) UI / UX / PD / IDM	A.4.3	Hub	Critical	R1	hCentive
		The hCentive system shall allow a user to complete an unsubsidized eligiblity application			
A) UI / UX / PD / IDM	A.4.4	(based on the CMS Single Streamlined Application)	Critical	R1	hCentive
		The hCentive system shall allow a user to complete an unsubsidized eligiblity application			
A) UI / UX / PD / IDM	A.4.5	without needing to provide income information	Critical	R1	hCentive
		The hCentive system shall allow a user to complete a subsidized eligibility application (based on			
A) UI / UX / PD / IDM	A.4.6	the CMS Single Streamlined Application)	Critical	R1	hCentive
		The hCentive system shall allow a user to complete a subsidized eligibility application including			
A) UI / UX / PD / IDM	A.4.7	the ability to make a MassHealth eligibility assessment.	Critical	R2	hCentive
,		The hCentive system shall require a user to provide income information to complete a			
A) UI / UX / PD / IDM	A.4.8	subsidized eligiblity appliation	Critical	R1	hCentive
,		The hCentive system shall require a user to attest to Terms and Conditions ("Rights and			
A) UI / UX / PD / IDM	A.4.9	Responsibilities") prior to submitting an eligibility application	Critical	R1	hCentive
,		The hCentive system shall accurately perform unsubsidized QHP program determination for a			
A) UI / UX / PD / IDM	A.5.1	single tax household - single person with FPL over 400%.	Critical	R1	hCentive
.,		The hCentive system will accurately perform QHP, APTC and State Wrap program			
A) UI / UX / PD / IDM	A.5.12	determination for a multi tax households.	Critical	R3	hCentive
	1.0112	The hCentive system will accurately perform QHP, APTC and State Wrap program	ornioui		
		determination for applicants and households across various age bands, i.e. <19, 19-20, 21-64,			
A) UI / UX / PD / IDM	A.5.13	65+	Critical	R3	hCentive
	7.0.10	The hCentive system shall have the ability to accurately assess applicants in various mixed	ontiour		noonavo
		household scenarios (e.g. QHP and dependent child eligible for CHIP; QHP and over 65			
A) UI / UX / PD / IDM	A.5.15	spouse eligible for Medicaid)	Critical	R1	hCentive
	/	The hCentive system shall accurately perform unsubsidized QHP and QDP program	ontiour		liconavo
A) UI / UX / PD / IDM	A.5.2	determination for a single tax household - two persons with FPL over 400%.	Critical	R1	hCentive
	71.0.2	The hCentive system shall accurately perform unsubsidized QHP and QDP program	ontiour		noonavo
A) UI / UX / PD / IDM	A.5.3	determination for a single tax household - 3+ households with FPL over 400%.	Critical	R1	hCentive
	/1.0.0	If the applicant(s) attest to having MEC Medicaid or CHIP, and/or if MMIS confirms the	Ontiour		nocitive
		applicant(s) has MEC Medicaid or CHIP, the hCentive system shall program determine the			
A) UI / UX / PD / IDM	A.5.4	applicant for unsubsidized QHP (i.e. they will not be eligible for APTC or State Wrap)	Critical	R2	hCentive
	71.0.4	The hCentive system shall accurately perform program determination for a single tax	Ontiour		nocitive
A) UI / UX / PD / IDM	A.5.7	household - single person with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
	7.5.7	The hCentive system shall accurately perform program determination for a single tax	Critical		noenuve
A) UI / UX / PD / IDM	A.5.8	household - two persons with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
A) 017 0X7 FD7 IDM	A.J.0	The hCentive system shall accurately perform program determination for a single tax	Cilicai	112	ncentive
A) UI / UX / PD / IDM	A.5.9	household - 3+ households with FPL 300-400% FPL as eligible for QHP with APTC.	Critical	R2	hCentive
	A.5.9	The hCentive system shall accurately perform program determination for a single tax	Cilical	112	ncentive
		household - single person with 0-100% FPL who are not eligible for Medicaid due to			
	1.61		Critical	P2	bCanthur
A) UI / UX / PD / IDM	A.6.1	immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
		The hCentive system shall accurately perform program determination for a single tax			
	1.0.40	household - single person with 200.01-250% FPL who are ineligible for Medicaid as eligible for	Oritical	Do	hOanth
A) UI / UX / PD / IDM	A.6.10	Connector Care PT3a.	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
4) UI / UX / PD / IDM	A.6.11	Connector Care PT3a.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.12	for Connector Care PT3a.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.13	Connector Care PT3b.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.14	Connector Care PT3b.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.15	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
,		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			
A) UI / UX / PD / IDM	A.6.17	program determination	Critical	R2	hCentive
, ., ., ., .,		The hCentive system shall accurately perform program determination for a single tax	onnoan		ine entire
		household - single two person with 0-100% FPL who are not eligible for Medicaid due to			
A) UI / UX / PD / IDM	A.6.2	immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
	71.0.2	The hCentive system shall accurately perform program determination for a single tax	Ontiodi		noonavo
		household - 3+ households with 0-100% FPL who are not eligible for Medicaid due to			
A) UI / UX / PD / IDM	A.6.3	immigration (ILP/QAB) as eligible for Connector Care PT1.	Critical	R2	hCentive
	A.0.3	The hCentive system shall accurately perform program determination for a single tax	Chilcar	112	licentive
		household - single person with 100.01-150% FPL who are ineligible for Medicaid as eligible for			
	A.6.4	Connector Care PT2a.	Critical	R2	hCentive
A) UI / UX / PD / IDM	A.0.4		Childan	RZ	ncentive
		The hCentive system shall accurately perform program determination for a single tax			
	105	household - two persons with 100.01-150% FPL who are ineligible for Medicaid as eligible for	Onitional	R2	h O anti-un
A) UI / UX / PD / IDM	A.6.5	Connector Care PT2a.	Critical	R2	hCentive
		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	O CHE L	<b>D</b> 0	
A) UI / UX / PD / IDM	A.6.6	for Connector Care PT2a.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.7	Connector Care PT2b.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.6.8	Connector Care PT2b.	Critical	R2	hCentive
		The hCentive system shall accurately perform program determination for a single tax			
		household - 3+ households with 150.01-200% FPL who are ineligible for Medicaid as eligible			
A) UI / UX / PD / IDM	A.6.9	for Connector Care PT2b.	Critical	R2	hCentive
		The hCentive system shall have the ability to accurately generate and display on the screen a		-	
A) UI / UX / PD / IDM	A.7.1	Final Eligiblity Approval (QHP) - unsubsidized	Critical	R1	hCentive
		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			
A) UI / UX / PD / IDM	A.7.2	doumentation.	Critical	R1	hCentive
		The hCentive system shall have the ability to accurately generate and display on the screen a			
A) UI / UX / PD / IDM	A.7.3	Final QHP + APTC Eligiblity Approval	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI / UX / PD / IDM	A.7.4	doumentation.	Critical	R1	hCentive
		The hCentive system shall have the ability to accurately generate and display on the screen a			
A) UI / UX / PD / IDM	A.8.1	Final Eligiblity Approval (Wrap) for the PT1.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.8.10	verification doumentation.	Critical	R2	hCentive
,		The hCentive system shall have the ability to accurately generate and display on the screen a			
A) UI / UX / PD / IDM	A.8.2	Final Eligiblity Approval (Wrap) for the PT2a.	Critical	R2	hCentive
,		The hCentive system shall have the ability to accurately generate and display on the screen a			
A) UI / UX / PD / IDM	A.8.3	Final Eligiblity Approval (Wrap) for the PT2b.	Critical	R2	hCentive
	7	The hCentive system shall have the ability to accurately generate and display on the screen a	Critical		
A) UI / UX / PD / IDM	A.8.4	Final Eligibility Approval (Wrap) for the PT3a	Critical	R2	hCentive
	7.0.4	The hCentive system shall have the ability to accurately generate and display on the screen a	ontiour	112	noenave
A) UI / UX / PD / IDM	A.8.5	Final Eligibility Approval (Wrap) for the PT3b.	Critical	R2	hCentive
	A.0.3	Final Engibility Approval (whap) for the Firsb.	Cilical	RZ	ncentive
		The bContive system will have the ability to accurately generate a Brovisional OUD + ADTO			
	1.0.0	The hCentive system will have the ability to accurately generate a Provisional QHP + APTC	Critical	DO	b C anti-
A) UI / UX / PD / IDM	A.8.6	Eligiblity Approval for the PT1 and also display the required verification documentation	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.8.7	verification doumentation.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.8.8	verification doumentation.	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.8.9	verification doumentation.	Critical	R2	hCentive
		The hCentive system shall have the ability to accurately assess an applicant eligible for			
A) UI / UX / PD / IDM	A.9.1	Medicaid based on the Medicaid Assessment (MAGI) rules that have been provided.	Critical	R1	hCentive
		The hCentive system shall have the ability to accurately assess an applicant eligible for			
A) UI / UX / PD / IDM	A.9.2	Medicaid, including Medicaid household composition	Critical	R2	hCentive
		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			
A) UI / UX / PD / IDM	A.9.3	that have been provided.	Critical	R2	hCentive
,		The hCentive system will accurately assess the applicant with BCC as medicaid eligible with			
A) UI / UX / PD / IDM	A.9.4	FPL upto 250%	Critical	R2	hCentive
, ., ., ., .,	1.0011	The hCentive system will accurately assess the applicant with HIV as medicaid eligible with	erniou.		noonaro
A) UI / UX / PD / IDM	A.9.5	FPL upto 200%	Critical	R2	hCentive
	7	The hCentive system will accurately assess the applicant who is a pregnant as medicaid	Ontioda		nocitivo
A) UI / UX / PD / IDM	A.9.6	eligible with FPL utpo 200% with immigration statuses of CIT, QLP, QAB, ILP	Critical	R1	hCentive
	A.3.0	The hCentive system will accurately assess the children under 19 as MassHealth eligible with	Cilical		ncentive
	A.9.7		Critical	R1	hCentive
A) UI / UX / PD / IDM	A.9.7	FPL upto 300%	Critical	IN I	ncentive
	100	The hCentive system will accurately assess Non- LPR immigrants for MassHealth with FPL	Critical		b Continus
A) UI / UX / PD / IDM	A.9.8	upto 300%	Critical	R1	hCentive
		The hCentive system will accurately assess the foster care children upto an age of 26 for	0.00	Do	
A) UI / UX / PD / IDM	A.9.9	MassHealth	Critical	R2	hCentive
		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			
A) UI/UX/PD MH	AA.1.1	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
		"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			
(A) UI/UX/PD MH	AA.1.1022	individual meets MassHealth denial reason requirements for self-declared insurance BCCTP	Critical	R3	hCentive
		"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) =		5.0	
A) UI/UX/PD MH	AA.1.1023	"NQP"	Critical	R3	hCentive
		"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 age < 21 and the individual's cligensing/inimigration			
		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			
A) UI/UX/PD MH	AA.1.1024	applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
,	/	"The individual's denial reason is "voluntary withdrawal" if it is currently known whether or not	C. NOOT		in contavo
A) UI/UX/PD MH	AA.1.1026	the individual has withdrawn voluntarily and the individual has withdrawn voluntarily	Critical	R3	hCentive
.,		"The individual's denial reason is " "moved out of the household (MassHealth)" if the individual			
A) UI/UX/PD MH	AA.1.1028	has moved out of the applying household (for MassHealth)	Critical	R3	hCentive
		"If it is designated that the indivdual is no longer pregrant, hCentive will re-run eligibility and			
A) UI/UX/PD MH	AA.1.1032	determine eligibility. If no longer eligible, will send closing reason to MMIS system.	Critical	R3	hCentive
		"The individual's denial reason is "enrolled in another MassHealth Program (MA21, MMIS)" if			
A) UI/UX/PD MH	AA.1.1038	the individual's evaluated eligibility result's program type = "MMIS"	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.1052	applicable monthly 133% FPL limit for MassHealth and the individual is eligible for BCCTP	Critical	R3	hCentive
		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		<b>D</b> 0	
A) UI/UX/PD MH	AA.1.1053	applicable monthly 133% FPL limit for MassHealth and the individual is eligible for BCCTP	Critical	R3	hCentive
		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	On this of	Da	
	AA.1.162	elapsed the individual's citizenship/immigration status is not verified	Critical	R3	hCentive
	AA.1.163	the individual is lawfully present if the individual's citizenship/immigration status = "CIT"	Critical	R3	hCentive
	AA.1.164	the individual is lawfully present if the individual's citizenship/immigration status = "QLP"	Critical	R3	hCentive
	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
		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-			
A) UI/UX/PD MH	AA.1.17	generated report for processing via manual workaround in MA21.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.170	the individual's attested U.S. entry date is later than 1996-08-22	Critical	R3	hCentive
		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			
N) UI/UX/PD MH	AA.1.171	the individual's FDSH response indicates that the 5-year bar period has not been met	Critical	R3	hCentive
		the individual's citizenship/immigration status inconsistency period has not elapsed IF the			
		application request date <= the individual's citizenship/immigration status default inconsistency			
) UI/UX/PD MH	AA.1.172	period end date	Critical	R3	hCentive
<i>`</i>		The individual's MassHealth citizenship/immigrations status default inconsistency period end			
) UI/UX/PD MH	AA.1.174	date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
,		Potentially disabled applicants are allowed to process through the hCentive solution and be			
) UI/UX/PD MH	AA.1.18	assigned to applicable MAGI MH coverage.	Critical	R3	hCentive
,		the individual's FDSH incarceration response is "Not Incarcerated" if the individual's FDSH			
() UI/UX/PD MH	AA.1.186	incarceration status is no data found OR	Critical	R3	hCentive
,		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			
N) UI/UX/PD MH	AA.1.192	is ves	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.194	incarceration response = "Not Incarcerated" or Null/Unknown	Critical	R3	hCentive
		The individual is not incarcerated for MH if the individual attests they are not incarcerated and			
A) UI/UX/PD MH	AA.1.196	the provides manual verification that they are not incarcerated.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.197	preliminary results indicate a need to provide incarceration documentation (for MassHealth)	Critical	R3	hCentive
		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			
() UI/UX/PD MH	AA.1.203	individual's incarceration status inconsistency period (for MassHealth) has not elapsed	Critical	R3	hCentive
		hCentive must be able to accept and update from the back office functionality that a			
() UI/UX/PD MH	AA.1.21	verification request has been met and trigger program determination.	Critical	R3	hCentive
		the individual's incarceration status inconsistency period (for MassHealth) has not elapsed IF			
		the application request date <= the individual's MassHealth incarceration status default			
() UI/UX/PD MH	AA.1.217	inconsistency period end date	Critical	R3	hCentive
		The individual's MassHealth incarceration status default inconsistency period end date equals			
A) UI/UX/PD MH	AA.1.219	90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
		The MassHealth PD process shall trigger a program determination by one of the prioritized life			
A) UI/UX/PD MH	AA.1.22	event changes through the update and change functionality	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The MassHealth PD process shall trigger a time clock when necessary based on the results of			
A) UI/UX/PD MH	AA.1.24	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
	10	The individual (the other individual) is a member of the individual's tax filers if the individual is	- Children		noonaro
		the other individual and			
A) UI/UX/PD MH	AA.1.249	the individual is a tax filer	Critical	R3	hCentive
	AA.1.249		Chilcai	кэ	ncentive
		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			
A) UI/UX/PD MH	AA.1.250	individual is a member of the relationship's target individual	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.251	the individual is a member of the relationship's target individual	Critical	R3	hCentive
.,	1000	The individual (the other individual) is a member of the individual's parents if the individual is	ernied.		
		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			
A) UI/UX/PD MH	AA.1.252	the individual is a member of the relationship's target individual	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.253	the individual is a member of the relationship's target individual	Critical	R3	hCentive
	1	The individual (the other individual) is a member of the individual's siblings if the other	ernied.	110	
		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"		<b>D</b> .0	
A) UI/UX/PD MH	AA.1.254	the individual is a member of the relationship's target individual	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.255	individual	Critical	R3	hCentive
		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"			
A) UI/UX/PD MH	AA.1.256	the individual is a member of the relationship's target individual	Critical	R3	hCentive

Norktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.257	the individual is a member of the relationship's target individual	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.258	the individual is a member of the relationship's target individual	Critical	R3	hCentive
	AA.1.230	The individual (the other individual) is a member of the individual's non-custodial parents if the	Cilical	1.5	ncentive
		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	<b>.</b>	5.0	
A) UI/UX/PD MH	AA.1.259	the individual is a member of the relationship's target individual	Critical	R3	hCentive
		The hCentive PD process will assign provisional or final aid categories as required by the			
A) UI/UX/PD MH	AA.1.26	MassHealth PD rules.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.260	the individual does not live with a parent	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.261	the individual's cohabitants	Critical	R3	hCentive
	701.1.201	The relationship's target is under the individual's custodian care if the relationship's target is	ontiour	110	noonavo
A) UI/UX/PD MH	AA.1.262	under the care of the individual and the relationship type = "Parent-in-Law"	Critical	R3	hCentive
	701.1.202	The relationship's target is under the individual's custodian care if the	ontical		nocitive
		relationship's target is under the care of the individual and			
A) UI/UX/PD MH	AA.1.263	the relationship type = "First Cousin"	Critical	R3	hCentive
	AA. 1.203		Cilical	R3	ncentive
		The relationship's target is under the individually sustained are if			
		The relationship's target is under the individual's custodian care if the		Da	
A) UI/UX/PD MH	AA.1.264	relationship's target is under the care of the individual and the relationship type = "Grandparent"	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.265	Nephew"	Critical	R3	hCentive
		The relationship's target is under the individual's custodian care if the relationship's target is			
A) UI/UX/PD MH	AA.1.266	under the care of the individual and the relationship type = "Brother or Sister"	Critical	R3	hCentive
		The relationship's target is under the individual's custodian care if the relationship's target is			
		under the care of the individual and			
A) UI/UX/PD MH	AA.1.267	the relationship type = "Step-Brother or Step - Sister"	Critical	R3	hCentive
		The hCentive PD process shall accept required data for program determination from the			

Worktrack	Name	Description		Priority	Release	System
		The relationship's target is under the individual's custodian care if	the			
		relationship's target is under the care of the individual and				
A) UI/UX/PD MH	AA.1.271	the relationship type = "Aunt or Uncle"		Critical	R3	hCentive
		The relationship's target is under the individual's custodian care if	the			
		relationship's target is under the care of the individual and				
A) UI/UX/PD MH	AA.1.276	the relationship type = "Grandchild"		Critical	R3	hCentive
,		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				
A) UI/UX/PD MH	AA.1.278	the individual is a member of the relationship's target individual		Critical	R3	hCentive
	AA.1.270	The individual (the other individual) is a member of the individual's other	familial relationship if	Chilcar	1.3	ncentive
		'the individual is not the other individual and for at least one of the individ				
		relationship type is currently known and the relationship type = "Unrelated	and the individual is	0.00	<b>D</b> 0	
A) UI/UX/PD MH	AA.1.279	a member of the relationship's target individual		Critical	R3	hCentive
		The individual (the other individual) is a member of the individual's other				
		the individual is not the other individual and for at least one of the individu				
		relationship type is currently known the relationship type = "Foster Brothe	er or Foster Sister"			
A) UI/UX/PD MH	AA.1.280	and the individual is a member of the relationship's target individual		Critical	R3	hCentive
		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 individ	ual's relationships the			
		relationship type is currently known the relationship type = "Foster Child"	and the individual is a			
A) UI/UX/PD MH	AA.1.281	member of the relationship's target individual		Critical	R3	hCentive
		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 individu	al's relationships the			
		relationship type is currently known the relationship type = "Foster Paren	t"and the individual is			
A) UI/UX/PD MH	AA.1.282	a member of the relationship's target individual		Critical	R3	hCentive
,					-	
		The individual (the other individual) is a member of the individual's other	amilial relationship if			
		'the individual is not the other individual and for at least one of the individ				
		relationship type is currently known the relationship type = "Domestic Pa				
A) UI/UX/PD MH	AA.1.285	and the individual is a member of the relationship's target individual		Critical	R3	hCentive
	701.1.200			Ontical	110	noonave
		the individual (the other individual) is a member of the individual's childre	n if the other individual			
		is not the individual and the other individual's age < 19 and for at least on				
		individual's relationships the relationship type is currently known and he r				
A) UI/UX/PD MH	AA.1.286	"Child (Custodial)" and the individual is a member of the relationship's tar		Critical	R3	hCentive
	AA. 1.200		•		1.3	ncenuve
		the individual (the other individual) is a member of the individual's childre				
		is not the individual and the other individual's age < 19 and for at least on				
		individual's relationships the relationship type is currently known and he r		O mitting of		
A) UI/UX/PD MH	AA.1.287	"Step-child" and the individual is a member of the relationship's target ind	ividual	Critical	R3	hCentive
		the individual (the other individual) is a member of the individual's childre				
		is not the individual and the other individual's age < 19 and for at least on				
		individual's relationships the relationship type is currently known and he r				
A) UI/UX/PD MH	AA.1.288	"Child (Non-Custodial)" and the individual is a member of the relationship	's target individual	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.289	the individual is a member of the relationship's target individual	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.290	member of the individual's tax filers and the other individual is the head of household	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.291	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.1.291 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.1.297 AA.1.299	The individual is below the age requirement if the individual's age < 19	Critical	R3	hCentive
	AA.1.233	The MassHealth PD process will accurately deny an applicant when necessary per the PD	Chilcar	1.5	licentive
	AA.1.3	Denial rules/Codes that are present in the Eligibility Rules Catelogue.	Critical	R3	hCentive
A) UI/UX/PD MH	AA. 1.3		Critical	5	ncentive
		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		5.0	
A) UI/UX/PD MH	AA.1.300	the individual's tax filer is not the individual's spouse	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.301	the individual's parents are not filing jointly	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.302	non-custodial parent	Critical	R3	hCentive
		The individual's MAGI MassHealth household is not built with tax rules if			
		the individual is not a tax filer and			
A) UI/UX/PD MH	AA.1.303	the individual is not claimed as a dependent	Critical	R3	hCentive
		The individual's MAGI MassHealth household is not built with tax rules if			
A) UI/UX/PD MH	AA.1.304	the individual satisfies a MAGI MassHealth household exception	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.306	the other individual is a member of the individual's tax household members	Critical	R3	hCentive
·,		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			
A) UI/UX/PD MH	AA.1.307	member of the individual's spouse	Critical	R3	hCentive
., == =	/ 0.1.007	The individual (the other individual) is a member of the individual's MAGI MassHealth	5		
A) UI/UX/PD MH	AA.1.308	household members if the other individual is the individual	Critical	R3	hCentive
	AA. 1.500	The individual (the other individual) is a member of the individual's MAGI MassHealth	Sinca	10	noenuve
		household members if			
		the individual's MAGI MassHealth household is not built with tax rules and			
	A A 4 000	the other individual is a member of the individual's cohabitants and	Critical		b Contine
A) UI/UX/PD MH	AA.1.309	the other individual is a member of the individual's spouse	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.310	the other individual is below the age requirement	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.311	individual's parents	Critical	R3	hCentive
	70.1.011	The individual (the other individual) is a member of the individual's MAGI MassHealth	ondoar	110	noonavo
		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			
A) UI/UX/PD MH	AA.1.312	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
	AA. 1.312		Chucar	RJ	ncentive
		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			
A) UI/UX/PD MH	AA.1.313	individual is pregnant	Critical	R3	hCentive
		The number of individuals in the individual's MAGI MassHealth household = the number of the			
A) UI/UX/PD MH	AA.1.314	individual's MAGI MassHealth household members	Critical	R3	hCentive
		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]			
A) UI/UX/PD MH	AA.1.316	the parent is a member of the individual's cohabitants	Critical	R3	hCentive
		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)			
A) UI/UX/PD MH	AA.1.317	the joint filer is a member of the individual's parents	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.318	individual's non-custodial parent	Critical	R3	hCentive
.,		the individual (the other individual) is a member of the individual's tax household members if			
		the individual is a tax filer and			
A) UI/UX/PD MH	AA.1.319	the individual is not claimed as a dependent and the other individual is the individual	Critical	R3	hCentive
	70.1.010	the individual (the other individual) is a member of the individual's tax household members if	ontiour	110	noonavo
		the individual is claimed as a dependent and the other individual is a member of the individual's			
A) UI/UX/PD MH	AA.1.321	tax filers	Critical	R3	hCentive
	AA. 1.321		Cilical		licentive
		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			
	444000	tax filers and for at least one of the individual's tax filers (the tax filer)[silent][invisible]	Oritical	Da	h C antin
A) UI/UX/PD MH	AA.1.322	the other individual is a member of the tax filer's dependents	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.323	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 the individual's tax household size matches the FDSH response if the individual's FDSH tax	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.325	filing unit size is currently known and the individual's tax household size = the individual's FDSH tax filing unit size 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.326	MassHealth household members and 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 income contributors and the other individual's household does not include the	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.327	other individual's natural, adopted, or step parent and the other individual is not claimed as a dependent. 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.328	other individual's natural, adopted, or step parent and the other individual's tax filer is the individual's parent 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.329	other individual's natural, adopted, or step parent and the other individual's tax filer is the individual's spouse The individual's household includes the individual's natural, adopted, or step parent if for at	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.330	least one of the individual's MAGI MassHealth household members (the other individual) the other individual is a member of the individual's parents 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.331	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 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.332	the other individual is required to file taxes and the other individual's tax filer is the individual's parent. 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.333	the other individual is required to file taxes and the other individual's tax filer is the individual's spouse. 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.334	the other individual is required to file taxes and the other individual is not claimed as a dependent. The individual (the other individual) is a member of the individual's tax household income	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.335	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 The individual is required to file taxes if the individual's total IRS income > the IRS income	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.336	threshold The individual's calculated MAGI MassHealth household income = the individual's total	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.342	calculated MassHealth income totalled for all of the individual's MAGI MassHealth household income contributors	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.343	deductions	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.344	MassHealth seasonal job income + sheltered workshop job income	Critical	R3	hCentive
		The individual's MassHealth job income = the income's current monthly amount totalled for all			
A) UI/UX/PD MH	AA.1.345	of the individual's incomes for which it is the case that the income type is job	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.346	the income type is self-employment/s-corporation/partnership income	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.347	seasonal job	Critical	R3	hCentive
., e., e., e. e.	7.0.010	The individual's MassHealth sheltered workshop job income = the income's current monthly	erniou.		
		amount totalled for all of the individual's incomes for which it is the case that the income type is			
A) UI/UX/PD MH	AA.1.348	sheltered workshop job	Critical	R3	hCentive
	77.1.340		United	1.0	noenuve
		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			
A) UI/UX/PD MH	AA.1.349	social security income + the individual's MassHealth other income.	Critical	R3	hCentive
		The individual's MassHealth rental income = the income's current monthly amount totalled for			
A) UI/UX/PD MH	AA.1.351	all of the individual's incomes for which it is the case that the income type is rental	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.352	unemployment	Critical	R3	hCentive
		The individual's MassHealth retirement income = the income's current monthly amount totalled			
A) UI/UX/PD MH	AA.1.353	for all of the individual's incomes for which it is the case that the income type is retirement.	Critical	R3	hCentive
		The individual's MassHealth alimony income = the income's current monthly amount totalled for			
A) UI/UX/PD MH	AA.1.356	all of the individual's incomes for which it is the case that the income type is alimony	Critical	R3	hCentive
,					
		The individual's MassHealth interest income = the income's current monthly amount totalled for			
A) UI/UX/PD MH	AA.1.357	all of the individual's incomes for which it is the case that the income type is investment income.	Critical	R3	hCentive
	7.0.0.007	The individual's MassHealth capital gains income = the income's current monthly amount	ontiour	110	noonavo
		totalled for all of the individual's incomes for which it is the case that the income type is capital			
A) UI/UX/PD MH	AA.1.360	gains	Critical	R3	hCentive
	7.0.1.000	The individual's MassHealth social security income = the income's current monthly amount	ontiour		noonavo
		totalled for all of the individual's incomes for which it is the case that the income type is social			
	AA.1.361		Critical	R3	hCentive
A) UI/UX/PD MH	AA. 1.301	security	Chucal	r.s	ncentive
	A A 4 000	The individual's MassHealth other income = the income's current monthly amount totalled for all	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.363	of the individual's incomes for which it is the case that the income type is other	Unical	RS	ncentive
		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			
A) UI/UX/PD MH	AA.1.372	deduction type is alimony paid to former spouse	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.374	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
		The income's current monthly amount is the income's pro-rated seasonal amount (month) if the			
		income type is seasonal job and			
A) UI/UX/PD MH	AA.1.378	the income frequency is monthly	Critical	R3	hCentive
		The income's current monthly amount is the income's amount if the income frequency is			
A) UI/UX/PD MH	AA.1.382	monthly	Critical	R3	hCentive
		The income's current monthly amount is the income's amount if the income frequency is lump			
A) UI/UX/PD MH	AA.1.383	sum and the income lump sum month = ExtractMonth(the application request date)	Critical	R3	hCentive
		The income's current monthly amount is the income's amount / 12 if the income frequency is			
A) UI/UX/PD MH	AA.1.384	annual	Critical	R3	hCentive
		The income's current monthly amount is the income's amount / 3 if the income frequency is			
A) UI/UX/PD MH	AA.1.385	quarterly	Critical	R3	hCentive
		The income's current monthly amount is the income's amount * 2 if the income frequency is			
A) UI/UX/PD MH	AA.1.386	twice a month	Critical	R3	hCentive
		The income's current monthly amount is the income's amount * 2.167 if the income frequency is			
A) UI/UX/PD MH	AA.1.387	bi-weekly	Critical	R3	hCentive
		The income's current monthly amount is the income's amount * 4.333 if the income frequency is			
A) UI/UX/PD MH	AA.1.388	weekly	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.39	program determination.	Critical	R3	hCentive
		The income's current monthly amount is 0 the income frequency is lump sum and the income			
A) UI/UX/PD MH	AA.1.390	lump sum month <> ExtractMonth(the application request date)	Critical	R3	hCentive
		the income's pro-rated seasonal amount (month) = the income's amount * the income's fraction			
A) UI/UX/PD MH	AA.1.392	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
		the income's pro-rated seasonal amount (twice a month) = the income's pro-rated seasonal			
A) UI/UX/PD MH	AA.1.394	amount (month) * 2	Critical	R3	hCentive
		the income's pro-rated seasonal amount (bi-weekly) = the income's pro-rated seasonal amount			
A) UI/UX/PD MH	AA.1.395	(month) * 2.167	Critical	R3	hCentive
		the income's pro-rated seasonal amount (weekly) = the income's pro-rated seasonal amount			
A) UI/UX/PD MH	AA.1.396	(month) * 4.333	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.399	annual amount	Critical	R3	hCentive
		As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is			
A) UI/UX/PD MH	AA.1.4	eligible for (as per AA.1.1)	Critical	R3	hCentive
		The hCentive PD process shall transfer accurate data into the PD rules engine to ensure			
A) UI/UX/PD MH	AA.1.40	accurate program determination.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.400	the individual is applying for financial assistance	Critical	R3	hCentive
,		the individual's calculated MAGI tax household income = the individual's total calculated QHP			
A) UI/UX/PD MH	AA.1.404	income totalled for all of the individual's tax household income contributors	Critical	R3	hCentive
		The hCentive PD process shall have the ability to trigger a request for manual verification per			
A) UI/UX/PD MH	AA.1.41	the eligibility rules.	Critical	R3	hCentive
, .		The hCentive PD process shall have the ability to trigger a notice when required per the Notice			
A) UI/UX/PD MH	AA.1.42	TSD Final.	Critical	R3	hCentive
,		The hCentive PD process shall have the ability to trigger a denial/termination notice when			
A) UI/UX/PD MH	AA.1.43	required per the eligibility rules.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The hCentive PD process shall have the ability to trigger an approval notice when required per			
A) UI/UX/PD MH	AA.1.44	the Notice TSD Final.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.450	the head of household	Critical	R3	hCentive
, e.e., e.e.		The hCentive PD process shall have the ability to trigger a VC-1 notice and any other prioritized			noonaro
A) UI/UX/PD MH	AA.1.47	notices as determined by trigger conditions in the Notice TSD Final	Critical	R3	hCentive
	AA. 1.47	The hCentive PD process shall have the ability to calculate the inconsistency period begin and	Childan	13	ncentive
				50	
A) UI/UX/PD MH	AA.1.48	end date per the notice TSD final.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.480	limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth.	Critical	R3	hCentive
<i>.</i>		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	O siti s a l	<b>D</b> 2	h C anti-un
A) UI/UX/PD MH	AA.1.481	monthly 150% FPL limit for MassHealth.	Critical	R3	hCentive
		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%			
A) UI/UX/PD MH	AA.1.482	FPL limit for MassHealth.	Critical	R3	hCentive
, e.e., e.e.			erniou.		noonaro
		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	0.00	<b>D</b> 0	
A) UI/UX/PD MH	AA.1.483	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
		The individual has satisfied SSN requirements if the individual has verified that the individual			
A) UI/UX/PD MH	AA.1.485	has applied for an SSN OR	Critical	R3	hCentive
		The individual has satisfied SSN requirements if the individual has provided an acceptable			
A) UI/UX/PD MH	AA.1.486	discrepancy reason for not having an SSN OR	Critical	R3	hCentive
		The individual has satisfied SSN requirements if the individual's preliminary results indicate a			
A) UI/UX/PD MH	AA.1.488	need to provide SSN documentation OR	Critical	R3	hCentive
, .					
		The individual's SSN is verified if BOTH it is currently known whether or not the individual's			
A) UI/UX/PD MH	AA.1.490	SSN has been electronically verified AND the individual's SSN has been electronically verified	Critical	R3	hCentive
	AA. 1.490	Solv has been electronically verified AND the individual's Solv has been electronically verified	Critical	1.3	ncentive
		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			

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.492	Office will be able to update the SSN for just applied cases and manually verify it.	Critical	R3	hCentive
	77.1.492	Once will be able to update the GON for just applied cases and manually verify it.	Ontical		noentive
		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.			
A) UI/UX/PD MH	AA.1.494	So, Back Office will be able to update the SSN for just applied cases and manually verify it.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.495	the individual refuses to obtain an SSN because of well-established religious objections	Critical	R3	hCentive
		The individual's MassHealth SSN status default inconsistency period end date equals 90 days			
(A) UI/UX/PD MH	AA.1.499	plus 5 days from the notice trigger date.	Critical	R3	hCentive
		As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is			
A) UI/UX/PD MH	AA.1.5	eligible for (as per AA.1.1)	Critical	R3	hCentive
				<b>D</b> 0	
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
		The individual's MassHealth SSN status default inconsistency period end date equals 90 days	0.00	<b>D</b> 0	
A) UI/UX/PD MH	AA.1.501	plus 5 days from the notice trigger date.	Critical	R3	hCentive
		The individual's head of household has signed the application if for at least one of the			
A) UI/UX/PD MH	AA.1.507	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
	AA.1.507	The individual has satisfied application signature requirements if the individual's head of	Cilical	RJ	ncentive
A) UI/UX/PD MH	AA.1.508	household has signed the application.	Critical	R3	hCentive
	AA.1.500	The individual's applicable monthly 5% FPL limit for MassHealth = the individual's MassHealth	Chucai	13	ncentive
		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			
A) UI/UX/PD MH	AA.1.51	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
.,		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			
A) UI/UX/PD MH	AA.1.516	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
		The individual satisfies eligibility criteria for being determined eligible for BCCTP if			
A) UI/UX/PD MH	AA.1.518	the individual attests that the individual has breast or cervical cancer	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.519	electronically by SSA	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.52	MassHealth household size – 8)	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.53	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
		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%	United		optani
(A) UI/UX/PD MH	AA.1.531	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth 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 = "QLP" and the individual's MAGI MassHealth household income - the individual's applicable monthly 5%	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.532	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth 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%	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.533	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth 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%	Critical	R3	hCentive
(A) UI/UX/PD MH (A) UI/UX/PD MH	AA.1.534 AA.1.536	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth 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		R3 R3	hCentive hCentive

Worktrack	Name	Description	Priority	Release	System
		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%			
(A) UI/UX/PD MH	AA.1.537	FPL limit for MassHealth<= the individual's applicable monthly 150% FPL limit for MassHealth	Critical	R3	hCentive
	AA 4 520	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% EDL limit for MassHealth household income - the individual's applicable monthly 5%	Critical	Da	b Capiting
(A) UI/UX/PD MH	AA.1.538	FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth 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%	Critical	R3	hCentive
(A) UI/UX/PD MH (A) UI/UX/PD MH	AA.1.539 AA.1.54	FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth 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 R3	hCentive
` /		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%			
(A) UI/UX/PD MH (A) UI/UX/PD MH	AA.1.541 AA.1.542	FPL limit for MassHealth <= the individual's applicable monthly 150% FPL limit for MassHealth 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
		the individual meets MassHealth categorical requirements for Standard (parent) if the			
		individual's citizenship/immigration status = "CIT" and the individual is a parent			
		and			
	AA.1.546	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.1.540		Chucai	RJ	ncentive
		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%			
A) UI/UX/PD MH	AA.1.547		Critical	R3	hCentive
					noonaro
		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%			
(A) UI/UX/PD MH	AA.1.548	FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
		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%			
(A) UI/UX/PD MH	AA.1.549	FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
		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			
(A) UI/UX/PD MH	AA.1.55	MassHealth household size – 8)	Critical	R3	hCentive
		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		<b>D</b> 0	
(A) UI/UX/PD MH	AA.1.554	individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
		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	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.555	individual's applicable monthly 200% FPL limit for MassHealth the individual meets MassHealth categorical requirements for Standard (pregnant) if the	Critical	кэ	ncentive
		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			
(A) UI/UX/PD MH	AA.1.556	individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
	/	the individual meets MassHealth categorical requirements for Standard (pregnant) if the	Jiniou		noonavo
		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			
(A) UI/UX/PD MH	AA.1.557	individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
		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			
(A) UI/UX/PD MH	AA.1.559	provide details of members identified by this requirement.	Critical	R3	Optum

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.56	MassHealth household size – 8)	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	44.4.500	foster care child and the individual attests that the individual is a former foster care child and	Critical	R3	h Contine
A) UI/UX/PD MH	AA.1.563	the individual meets MassHealth participation factors for former foster care children	Critical	R3	hCentive
		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			
	AA 4 504	foster care child and the individual attests that the individual is a former foster care child and	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.564	the individual meets MassHealth participation factors for former foster care children the individual's applicable monthly 200% FPL limit for MassHealth = the individual's	Critical	R3	nCentive
		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			
A) UI/UX/PD MH	AA.1.57	MassHealth household size – 8)	Critical	R3	hCentive
		the individual is eligible for Standard (BCCTP) if the individual meets MassHealth participation			
A) UI/UX/PD MH	AA.1.573	factors and the individual meets MassHealth categorical requirements for Standard (BCCTP)	Critical	R3	hCentive
, e., e., e. e.		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			
A) UI/UX/PD MH	AA.1.574	the individual is eligible for BCCTP	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.58	MassHealth household size – 8)	Critical	R3	hCentive
		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%			
A) UI/UX/PD MH	AA.1.582	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
		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%			
A) UI/UX/PD MH	AA.1.583	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive
		the individual is eligible for Family Assistance (children) if the individual meets MassHealth			
		participation factors and			
A) UI/UX/PD MH	AA.1.586	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 the individual's applicable monthly 300% FPL limit for MassHealth the individual's applicable monthly 300% of the FPL + the individual's additional contribution	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.59	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
	AA.1.555	individual's citizenship/immigration status = "CIT" or "QLP" and the individual is HIV positive and the individual is 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 (parent) ) and the individual does not meet MassHealth categorical requirements for Standard (pregnant) 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	Unital		
		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 (parent) and the individual does not meet MassHealth categorical requirements for Standard (parent) 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			
A) UI/UX/PD MH	AA.1.596	and the individual's MAGI MassHealth household income – the individual's applicable monthly The MassHealth PD process will accurately deny an applicant when necessary per the PD	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.6	Termination rules/Codes that are present in the Eligibility Rules Catelogue 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.60	MassHealth household size $-8$ )	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		the individual is eligible for state-funded Family Assistance (NQP children) if the individual			
		meets MassHealth Participation factors and the individual meets MassHealth			
A) UI/UX/PD MH	AA.1.600	categorical requirements for state-funded Family Assistance (NQP children)	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.601	MassHealth	Critical	R3	hCentive
	AA. 1.00 T	The individual meets MassHealth categorical requirements for state-funded Family Assistance	Critical	1.5	ncentive
		(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			
A) UI/UX/PD MH	AA.1.603	MassHealth	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.604	MassHealth	Critical	R3	hCentive
		the individual is eligible for state-funded Family Assistance (NQP Adults) if the individual meets			
		MassHealth Participation factors and the individual meets MassHealth categorical			
A) UI/UX/PD MH	AA.1.606	requirements for state-funded Family Assistance (NQP Adults)	Critical	R3	hCentive
,					
		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 AGI MassHealth household income – the individual's applicable monthly 5%			
A) UI/UX/PD MH	AA.1.607	FPL limit for MassHealth <= the individual's applicable monthly 300% FPL limit for MassHealth	Critical	R3	hCentive
	AA. 1.607		Childai	RO	ncentive
		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			
A) UI/UX/PD MH	AA.1.608	MassHealth	Critical	R3	hCentive
		The individual is eligible for state-funded Family Assistance (Elderly) if			
		the individual is eligible for state-funded Family Assistance (NQP Adults) and			
A) UI/UX/PD MH	AA.1.609	the individual's age > 64	Critical	R3	hCentive
		The individual is eligible for Benchmark 1 (BCCTP) if			
		the individual meets MassHealth categorical requirements for Benchmark 1 (BCCTP) and			
A) UI/UX/PD MH	AA.1.610	the individual meets MassHealth participation factors	Critical	R3	hCentive
		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			
	AA 4 644	5	Critical	P2	hCanthua
(A) UI/UX/PD MH	AA.1.611	the individual is eligible for BCCTP	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The individual is eligible for Benchmark 1 (19-20) if			
		the individual is eligible for Standard (19-20) and			
A) UI/UX/PD MH	AA.1.613	the individual meets MassHealth categorical requirements for Benchmark 1 (19-20)	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.614	MassHealth	Critical	R3	hCentive
,	7 8 4 1 1 0 1 1	the individual is eligible for Benchmark 1 (HIV) if			
		the individual meets MassHealth participation factors and			
A) UI/UX/PD MH	AA.1.616	the individual meets MassHealth categorical requirements for Benchmark 1 (HIV)	Critical	R3	hCentive
	AA. 1.010		Chica	13	Incentive
		the individual meets Macal lealth estagatical requirements for Depakmark 1 (UNA) if			
		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%			
A) UI/UX/PD MH	AA.1.617	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
,		the individual is eligible for Limited (parent) if			
		the individual meets Limited/CMSP participation factors and			
A) UI/UX/PD MH	AA.1.626	the individual meets MassHealth categorical requirements for Limited (parent)	Critical	R3	hCentive
	701.1.020		Ontiour		noenave
		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%			
A) UI/UX/PD MH	AA.1.627	FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
		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%			
A) UI/UX/PD MH	AA.1.628	FPL limit for MassHealth <= the individual's applicable monthly 133% FPL limit for MassHealth	Critical	R3	hCentive
		the individual is eligible for Limited (under 1) if			
		the individual meets Limited/CMSP participation factors and			
A) UI/UX/PD MH	AA.1.629	the individual meets MassHealth categorical requirements for Limited (under 1)	Critical	R3	hCentive
.,					
		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			
		5			
	A A A 000	the individual's MAGI MassHealth household income - the individual's applicable monthly 5%	Oritical	Da	h O anti-u
A) UI/UX/PD MH	AA.1.630	FPL limit for MassHealth <= the individual's applicable monthly 200% FPL limit for MassHealth	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
(A) UI/UX/PD MH	AA.1.632	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 the individual is eligible for Limited (childless adult) if	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.633	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
	AA. 1.034	the individual's age < 19 and	Chica	NJ	ncentive
(A) UI/UX/PD MH	AA.1.635	the individual does not have self-declared health insurance the individual is eligible for Health Safety Net (Full) if	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.636	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
		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			
A) UI/UX/PD MH	AA.1.639	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 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	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.648	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 The individual's FDSH household income as a percentage of the applicable MassHealth FPL =	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.680	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	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.1.681	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
		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			
A) UI/UX/PD MH	AA.1.682	the income has been manually verified	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.684	individual's income verification inconsistency period (for MassHealth) has not elapsed	Critical	R3	hCentive
,		The individual's income verification inconsistency period (for MassHealth) has not elapsed if			
		the application request date <= the individual's MassHealth income verification default			
A) UI/UX/PD MH	AA.1.685	inconsistency period end date	Critical	R3	hCentive
,		The individual's MassHealthincome verification default inconsistency period end date equals			
A) UI/UX/PD MH	AA.1.687	90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.69	MassHealth)	Critical	R3	hCentive
.,	/	As per AA.1.22, eligibility will be re-run and person will be given the Aid Category s/he is	C. NOUT		noonavo
A) UI/UX/PD MH	AA.1.7	eligible for (as per AA.1.1)	Critical	R3	hCentive
	/	the individual's residency status code (for MassHealth) is "Resident" if the individual attests that			noonavo
		the individual is a Massachusetts resident and the individual's preliminary results indicate a			
A) UI/UX/PD MH	AA.1.70	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
	7.1.75	Former Foster Care Children	Cinical		licentive
		The individual's MassHealth eligibility result's aid category is "B1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.748	Standard (Former Foster Care Children)	Critical	R3	hCentive
	AA.1.740	· · · · ·	Cilical	r.J	ncentive
		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		Do	
A) UI/UX/PD MH	AA.1.76	period (for MassHealth) has not elapsed.	Critical	R3	hCentive
		The individual's information indicates additional information is required for residency			
		requirements (MassHealth) if the individual's residency status is not verified (for MassHealth)			
A) UI/UX/PD MH	AA.1.77	and the individual's residential address state = "MA".	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.779	Benchmark 1 (19-20)	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.78	state = "MA".	Critical	R3	hCentive
		Standard (19-20) Direct Coverage <=150% FPL			
		The individual's MassHealth eligibility result's aid category is "T1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.780	Standard (19-20)	Critical	R3	hCentive
		Standard Expansion Children			
		The individual's MassHealth eligibility result's aid category is "48" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.781	Standard (under 1) and the individual is in the child expansion group	Critical	R3	hCentive
		Standard Expansion Children			
		The individual's MassHealth eligibility result's aid category is "48" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.782	Standard (1-18) and the individual is in the child expansion group	Critical	R3	hCentive
		Standard Family			
		The individual's MassHealth eligibility result's aid category is "40" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.783	Standard	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		BCCTP Benchmark 1 <= 133% FPL - Enhanced FMAP			
		The individual's MassHealth eligibility result's aid category is "L1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.784	Benchmark 1 (BCCTP)	Critical	R3	hCentive
		Standard BCCTP <= 250% FPL			
		The individual's MassHealth eligibility result's aid category is "AD" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.785	Standard (BCCTP)	Critical	R3	hCentive
.,		Benchmark 1 HIV – Enhanced FMAP			
		The individual's MassHealth eligibility result's aid category is "M1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.786	Benchmark 1 (HIV)	Critical	R3	hCentive
	AA.1.700	Benchmark 2 – Childless Adult – Enhanced FMAP	Chilcai	R3	ncentive
		The individual's MassHealth eligibility result's aid category is "D1" if the individual is eligible for		5.0	
A) UI/UX/PD MH	AA.1.787	Benchmark 2	Critical	R3	hCentive
		Healthy Start Standard NQP			
		The individual's MassHealth eligibility result's aid category is "H1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.788	Standard (Healthy Start) and the individual's citizenship/immigration status = "NQP"	Critical	R3	hCentive
		Healthy Start Standard UND			
		The individual's MassHealth eligibility result's aid category is "J1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.789	Standard (Healthy Start) and the individual's citizenship/immigration status = "UND"	Critical	R3	hCentive
	10.11100		ontiour		neonave
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
	7.1.79	HIV Family Assistance	Cinical		licentive
		The individual's MassHealth eligibility result's aid category is "84" the individual is eligible for			
A) UI/UX/PD MH	AA.1.792	Family Assistance (HIV)	Critical	R3	hCentive
		Family Assistance Children			
		The Individual's MassHealth eligibility result's aid category "93" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.793	Family Assistance (children)	Critical	R3	hCentive
,					
		SF Family Assistance + Limited NQP Children			
		The Individual's MassHealth eligibility result's aid category is "95" if the individual is eligible for			
	AA.1.796	state-funded Family Assistance (NQP children) AND the individual is eligible for Limited.	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.790		Chucai	RJ	ncentive
		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			
A) UI/UX/PD MH	AA.1.797	the individual does not have self-declared health insurance.	Critical	R3	hCentive
		SF Family Assistance Elders			
		The Individual's MassHealth eligibility result's aid category is "U3" if the the individual is eligible			
A) UI/UX/PD MH	AA.1.798	for state-funded Family Assistance (Elderly)	Critical	R3	hCentive
		SF Family Assistance + Limited NQP Adults			
		The Individual's MassHealth eligibility result's aid category is "N1" if the individual is eligible for			
A) UI/UX/PD MH	AA.1.799	state-funded Family Assistance (NQP Adults) and the individual is eligible for Limited	Critical	R3	hCentive
	AA. 1.799		Chuca	N3	ncentive
		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	0.00		
A) UI/UX/PD MH	AA.1.80	address and the individual is not associated with the address.	Critical	R3	hCentive

Name	Description	Priority	Release	System
	SF Family Assistance NQP Adults			
	The Individual's MassHealth eligibility result's aid category is "Q1" if the the individual is eligible			
AA.1.800		Critical	R3	hCentive
	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			
AA.1.801	Net (Full)	Critical	R3	hCentive
	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			
AA.1.802		Critical	R3	hCentive
AA.1.803	Limited and the individual is eligible for Health Safety Net (Full)	Critical	R3	hCentive
	CMSP <= 400% - With HSN			
	The Individual's MassHealth eligibility result's aid category is "AY" if the individual is eligible for			
AA.1.809		Critical	R3	hCentive
AA.1.81	period end date.	Critical	R3	hCentive
	CMSP <= 400% - With HSN			
			5.0	
AA.1.810		Critical	R3	hCentive
	CMSP > 400%			
A A A 044		Oritical	Do	h C anti-un
AA.1.811		Critical	R3	hCentive
44400		Oritical	Do	h C anti-un
AA.1.83		Critical	R3	hCentive
AA 1 940		Critical	Do	h Canting
AA.1.840		Critical	R3	hCentive
AA 1 044		Critical	<b>D</b> 2	hCentive
				hCentive
AA.1.042	The individual is eligible for a provisional period if the individual has not received a MassHealth	Chucal	R3	ncentive
	provisional period in the last 12 months.	Critical	R3	hCentive
AA.1.844				
AA.1.844 AA.1.845	The individual is eligible for a provisional period if the individual is pregnant. The individual meets residency requirements (for MassHealth) if the individual's residency	Critical	R3	hCentive
	AA.1.802	AA.1.800 The Individual's MassHealth eligibility result's aid category is "Q1" if the the individual is eligible for state-funded Family Assistance (NQP Adults)   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   AA.1.801 Net (Full)   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   AA.1.802 Net (Faria)   Limited - CMSP- 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)   CMSP <= 400% - With HSN	AA.1.800 The Individual's MassHealth eligibility result's aid category is "Q1" if the the individual is eligible for Limited + CMSP- With HSN Critical   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 + CMSP- With HSN Critical   AA.1.801 Limited + CMSP- With HSN Critical   AA.1.801 Limited + CMSP- With HSN Critical   AA.1.802 Net (Partial) Critical   AA.1.802 Net (Partial) Critical   Limited - CMSP - With HSN The Individual's MassHealth eligibility result's aid category is "37" if the individual is eligible for CMSP AND the individual is eligible for Health Safety Net (Full) Critical   CMSP <= 400% - With HSN	AA.1.80 The Individual's MassHealth eligibility result's aid category is 'Q1' if the the individual is eligible for Limited + CMSP- With HSN Critical R3   AA.1.801 Limited + CMSP- With HSN Critical R3   AA.1.801 Net (Fuil) Critical R3   Limited + CMSP- With HSN Critical R3   Limited + CMSP - With HSN Critical R3   The Individual's MassHealth eligibility result's aid category is 'AY' if the individual is eligible for CMSP AMD the individu

Worktrack	Name	Description	Priority	Release	System
		Standard			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Standard" if			
A) UI/UX/PD MH	AA.1.852	the individual's evaluated eligibility result's coverage type = "Standard"	Critical	R3	hCentive
,					
		"Family Assistance"			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Family			
A) UI/UX/PD MH	AA.1.855	Assistance" if the individual's evaluated eligibility result's coverage type = "Family Assistance"	Critical	R3	hCentive
	AA. 1.655	"Family Assistance + Limited"	Cilical	1.5	licentive
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Family			
	44.4.050	Assistance" the individual's evaluated eligibility result's coverage type = "Family Assistance +	Oritical	Do	h C a athur
A) UI/UX/PD MH	AA.1.856	Limited"	Critical	R3	hCentive
		"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 =			
A) UI/UX/PD MH	AA.1.857	SF Family Assistance NQP Adult	Critical	R3	hCentive
		"Benchmark"			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Benchmark"			
A) UI/UX/PD MH	AA.1.858	if the individual's evaluated eligibility result's coverage type = "Benchmark 2"	Critical	R3	hCentive
		"Limited"			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "Limited" if the			
A) UI/UX/PD MH	AA.1.859	individual's evaluated eligibility result's coverage type = "Limited"	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.86	the individual's residency status has been manually verified	Critical	R3	hCentive
	AA. 1.00	"HSN"	Childan	13	Incentive
	44.4.000	the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "HSN" if the	0.00	Do	
A) UI/UX/PD MH	AA.1.860	individual's evaluated eligibility result's coverage type = "HSN"	Critical	R3	hCentive
		"CMSP"			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "CMSP" the			
A) UI/UX/PD MH	AA.1.861	individual's evaluated eligibility result's coverage type = "CMSP"	Critical	R3	hCentive
		"None"			
		the individual's evaluated eligibility result's coverage type (for Denial Reasons) is "None" if			
A) UI/UX/PD MH	AA.1.862	Otherwise	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.869	date < the individual's date of birth	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.87	the individual's residency status has been electronically verified	Critical	R3	hCentive
.,	/	the individual's evaluated eligibility result's begin date is the individual's evaluated eligibility			
A) UI/UX/PD MH	AA.1.871	result's program type = "MassHealth"	Critical	R3	hCentive
	7.1.071	the individual's previous eligibility result's MassHealth end date is the individual's previous	United	1.0	noenuve
		eligibility result's end date if the individual's previous eligibility result's program type =			
	AA.1.872	"MassHealth"	Critical	R3	hCentive
A) UI/UX/PD MH	AA. 1.872		Cilical	r.s	ncentive
	A A A 074	the individual's evaluated program type is not none if the individual's evaluated eligibility result's	Critical		bOarthur
A) UI/UX/PD MH	AA.1.874	program type <> "None"	Critical	R3	hCentive
		the individual's previous benefit type is not none if the individual's previous eligibility result's			
A) UI/UX/PD MH	AA.1.875	benefit type <>"None"	Critical	R3	hCentive
		The individual's MassHealth citizenship/immigration verification default inconsistency period			
A) UI/UX/PD MH	AA.1.879	end date equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.1.88	household	Critical	R3	hCentive
		The individual's MassHealth incarceration verification default inconsistency period end date			
(A) UI/UX/PD MH	AA.1.888	equals 90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
		The individual's residency status is verified (for MassHealth) if the individual attests that the			
(A) UI/UX/PD MH	AA.1.89	individual is homeless	Critical	R3	hCentive
		The individual's MassHealth income verification default inconsistency period end date equals			
A) UI/UX/PD MH	AA.1.890	90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
		The individual's MassHealthincome verification default inconsistency period end date equals			
A) UI/UX/PD MH	AA.1.891	90 days plus 5 days from the notice trigger date.	Critical	R3	hCentive
		The individual's MassHealth SSN verification default inconsistency period end date equals 90			
A) UI/UX/PD MH	AA.1.893	days plus 5 days from the notice trigger date.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.9	eligibility and assign one of the 24 aid categories, if applicable.	Critical	R3	hCentive
		The individual's residency status is verified (for MassHealth) if the individual's residential			
A) UI/UX/PD MH	AA.1.90	address state <> "MA"	Critical	R3	hCentive
		the individual's provisional benefit end date if the individual's evaluated inconsistency period			
A) UI/UX/PD MH	AA.1.924	end date if the individual's evaluated eligibility result's status = "Provisional Approval"	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.929	death is currently known	Critical	R3	hCentive
		the individual's citizenship/immigration status is "CIT"			
		(Citizen/National) if the individual's attested citizenship/immigration status="CIT" and			
A) UI/UX/PD MH	AA.1.94	the individual's citizenship/immigration status is verified	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.95	documentation	Critical	R3	hCentive
		The individual's eligibility result's MassHealth renewal date is the date 1 year after the			
A) UI/UX/PD MH	AA.1.954	individual's application received date if the application request type is a new application	Critical	R3	hCentive
		The individual is seasonally employed if; for at least one of the individual's incomes,			
A) UI/UX/PD MH	AA.1.960	the income type="seasonal job"	Critical	R3	hCentive
		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) <>			
A) UI/UX/PD MH	AA.1.962	"UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive
		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) <>			
A) UI/UX/PD MH	AA.1.963	"UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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) <>			
A) UI/UX/PD MH	AA.1.964	"UND" and the individual's citizenship/immigration status (for MassHealth) <> "NQP"	Critical	R3	hCentive
		The individual's income for safe harbor determination = the individual's MAGI tax household	onnoai		ine en inte
A) UI/UX/PD MH	AA.1.969	income / 12	Critical	R3	hCentive
.,		the individual's evaluated eligibility result status indicates notification requirements should be			
A) UI/UX/PD MH	AA.1.973	sent if the individual's evaluated eligibility result's status = "No Change"	Critical	R3	hCentive
		the individual's evaluated eligibility result status indicates notification requirements should be			
		sent if			
A) UI/UX/PD MH	AA.1.974	the individual's evaluated eligibility result's status = "Provisional Approval"	Critical	R3	hCentive
		the individual's evaluated eligibility result status indicates notification requirements should be			
A) UI/UX/PD MH	AA.1.975	sent if the individual's evaluated eligibility result's status = "Approval"	Critical	R3	hCentive
		the individual needs to provide documentation for a MassHealth determination if			
		the individual's preliminary results indicate a need to provide citizenship/immigration status			
A) UI/UX/PD MH	AA.1.977	documentation	Critical	R3	hCentive
		the individual needs to provide documentation for a MassHealth determination if the individual's	1		
A) UI/UX/PD MH	AA.1.978	preliminary results indicate a need to provide residency documentation (for MassHealth)	Critical	R3	hCentive
		ale in dividual and de annuide de sur adation fan e Marcel Iselah determinetien if de sindividualle			
	A A 4 070	the individual needs to provide documentation for a MassHealth determination if the individual's	1	D2	h Contine
A) UI/UX/PD MH	AA.1.979	preliminary results indicate a need to provide income documentation (for MassHealth)	Critical	R3	hCentive
		the individual needs to provide documentation for a MassHealth determination if the individual's			
A) UI/UX/PD MH	AA.1.980	preliminary results indicate a need to provide incarceration documentation (for MassHealth	Critical	R3	hCentive
	AA.1.300	the individual needs to provide documentation for a MassHealth determination if the individual's		13	Incentive
A) UI/UX/PD MH	AA.1.981	preliminary results indicate a need to provide SSN documentation	Critical	R3	hCentive
	/01.1.001	The individual needs to provide citizenship/immigration status documentation if the individual's	Ontioal		noonave
		preliminary results indicate a need to provide citizenship/immigration status documentation and			
		the individual's evaluated eligibility result status indicates notification requirements should be			
A) UI/UX/PD MH	AA.1.982	sent.	Critical	R3	hCentive
,		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			
A) UI/UX/PD MH	AA.1.984	need to provide residency documentation (for MassHealth)	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.1.985	results indicate a need to provide incarceration documentation (for MassHealth)	Critical	R3	hCentive
		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			
	444000	eligibility result's program type = "MassHealth" and the individual's preliminary results indicate a		Da	h C anti-
A) UI/UX/PD MH	AA.1.986	need to provide income documentation (for MassHealth)	Critical	R3	hCentive
		·			
	AA 1 097		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	1
Worktrack	Name	Description	Priority	Release	System
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	AA.1.992	"The individual's denial reason is "residency (MassHealth)" if the individual's residency status	Critical	R3	hCentive
A) UI/UX/PD MH	AA.1.992	code (for MassHealth) <> "Resident" and the individual is applying for financial assistance	Critical	R3	nCentive
	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.1.994	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is	Chucai	RJ	ncentive
		applying for financial assistance and the individual meets MassHealth denial reason			
A) UI/UX/PD MH	AA.1.996	requirements for over income Former Foster Care	Critical	R3	hCentive
	AA.1.990	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is	Critical	1.5	licentive
		applying for financial assistance and the individual meets the denial reason requirements for			
A) UI/UX/PD MH	AA.1.997	over income 250%	Critical	R3	hCentive
	AA. 1.337	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is	Cilical	113	licentive
		applying for financial assistance and the individual meets the denial reason requirements for			
A) UI/UX/PD MH	AA.1.998	over income 200%	Critical	R3	hCentive
	10000	"The individual's termination/denial reason is " "over income for MassHealth" if the individual is	ontiour	110	noonavo
		applying for financial assistance and the individual meets the denial reason requirements for			
A) UI/UX/PD MH	AA.1.999	over income 150%	Critical	R3	hCentive
,					
		The individual's residency status is verified (for MassHealth) if the individual's residential			
A) UI/UX/PD MH	AA.1.9996	address state <> "MA" and the individual attests that they are temporarily residing out of state.	Critical	R3	hCentive
,					
		The individual is an American Indian/Alaska Native (for MassHealth) if the individual attests that			
A) UI/UX/PD MH	AA.1.9997	they are an American Indian/Alaska Native and will require manual or electronic verification	Critical	R3	hCentive
		The relationship's target is under the individual's custodian care if the			
		relationship's target is under the care of the individual and			
A) UI/UX/PD MH	AA.1.9998	the relationship type = "Step-Son or Step-Daughter "	Critical	R3	hCentive
		The individual's MassHealth other deduction = the deduction's current monthly amount totalled			
A) UI/UX/PD MH	AA.1.99993	for all of the individual's deductions for which it is the case that the deduction type is other	Critical	R3	hCentive
		The individual's income is reasonably compatible if the individual's attested income amount is			
A) UI/UX/PD MH	AA.1.99994	<= 10% of the FDSH income amount	Critical	R3	hCentive
		The individual's income is verified if the individual's attested income amount is >= the FDSH			
A) UI/UX/PD MH	AA.1.99995	income amount	Critical	R3	hCentive
		The individual has self-declared health insurance if the individual attests to having insurance			
A) UI/UX/PD MH	AA.1.99996	through an employer.	Critical	R3	hCentive
		The system shall allow Social Security Numbers to be updated via Level 3 Application Support			
A) UI/UX/PD MH	AA.17.11	(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
		Requirement is to update the "Start your application - Begin Process" screen on the hCentive			
		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			
(A) UI/UX/PD MH	AA.17.15	income, and other things that will help us find the best financial assistance programs for you	Critical	R3	hCentive
	A A 47 40	Requirement is to add help text to Section 1.15-How many are applying for Health insurance	Oritical	Ba	h Continu
(A) UI/UX/PD MH	AA.17.16	screen of the hCentive UI/UX	Critical	R3	hCentive
		Update guestion 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			
(A) UI/UX/PD MH	AA.17.17	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
	AA.17.17	Requirement is to update the guestion "Has MEMBER NAME lived in the U.S. since 1996?"	Chucai	<b>K</b> 3	Incentive
		within the current hCentive UI/UX within Section 2.3 Immigration Status			
		The guestion should state:			
(A) UI/UX/PD MH	AA.17.19	"Has MEMBER NAME lived in the U.S. since August 22, 1996?"	Critical	R3	hCentive
	100.11.13			1.10	

Worktrack	Name	Description	Priority	Release	System
		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			
A) UI/UX/PD MH	AA.17.2	Massachusetts, even if I do not have a fixed address" checkbox will be displayed	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.17.20	periods.	Critical	R3	hCentive
		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			
A) UI/UX/PD MH	AA.17.22	Income (SSI).	Critical	R3	hCentive
		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			
(A) UI/UX/PD MH	AA.17.23	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" The system shall display all Medicaid related questions as 'MassHealth' and not "Medicaid &	Critical	R3	hCentive
(A) UI/UX/PD MH	AA.17.27	CHIP+"	Critical	R3	hCentive
		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			
		<ul> <li>Does MEMBER NAME want help paying for medical bills from the last 3 months?</li> <li>If you want help paying medical bills from the last three months, please check each month in</li> </ul>			
A) UI/UX/PD MH	AA.17.28	which you have unpaid medical expenses.	Critical	R3	hCentive
		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?			
A) UI/UX/PD MH	AA.17.29	- Why did that insurance end?	Critical	R3	hCentive
,		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?			
A) UI/UX/PD MH	AA.17.3	If legally blind, answer yes.'	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The system shall display the following question on hCentive UI/UX within 3.4 Current Income Source:			
A) UI/UX/PD MH	AA.17.4	Is this job a sheltered workshop? Y/N	Critical	R3	hCentive
		When entering a paper application, the system shall allow the user to enter the following data element on hCentive UI/UX:			
A) UI/UX/PD MH	AA.17.5	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         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.	Critical	R3	hCentive
A) UI/UX/PD MH	AA.17.8	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
		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			
A) UI/UX/PD MH	AA.3.1	within those 10 days 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		R3	hCentive
A) UI/UX/PD MH	AA.3.10	provide details of individuals identified by this requirement. 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	Critical	R3	
		After Go-Live, this requirement must be supported by a report provided by hCentive. Report	0.11	D.	
A) UI/UX/PD MH	AA.3.11	must provide details of individuals identified by this requirement.	Critical	R3	

Name	Description	Priority	Release	System
	the system must be able to automatically update the status of a QAB to QLP when the 5 year			
	barred period has ended.			
AA.3.12		Critical	R3	
	member's file			
	At Go-Live, this requirement must be supported by a report provided by hCentive. Report must			
AA.3.13		Critical	R3	Optum
	the individual is eligible for Standard (TMA) if the individual meets MassHealth categorical			
AA.3.15	provide details of individuals identified by this requirement.	Critical	R3	Optum
	family groups and report these amount to the MassHealth customer service vendor for billing.			
AA.3.16		Critical	R3	
AA.3.2	those 10 days	Critical	R3	hCentive
			<b>D</b> 0	
AA.3.3	birth for all members born 10 days prior to the application received date for paper applications	Critical	R3	hCentive
		Oritical	Do	h O anti-
AA.3.4		Critical	R3	hCentive
	, , , , , , , , , , , , , , , , , , , ,			
AA 2 5		Critical	<b>D</b> 2	hCentive
AA.3.5		Critical	RS	ncentive
AA 36		Critical	D2	hCentive
AA.3.0		Cilical	N3	ncentive
AA 37		Critical	R3	Optum
AA.3.7		Cilical	1.5	Optuin
44 3 8		Critical	R3	
77.3.0		Cilical	1.0	
	members who turn age 65			
	At Gol ive, this requirement must be supported by a report provided by bConting. Poport must			
AA.3.9	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
	Name           AA.3.12           AA.3.13           AA.3.13           AA.3.13           AA.3.13           AA.3.13           AA.3.13           AA.3.13           AA.3.15           AA.3.15           AA.3.16           AA.3.3           AA.3.3           AA.3.5           AA.3.6           AA.3.7           AA.3.8	<ul> <li>the system must be able to automatically update the status of a QAB to QLP when the 5 year barred period has ended.</li> <li>AA.3.12 the system should be able to send all notices for a member to all PSIs or ARDs listed on the member's file</li> <li>AA.3.13 the output of the able to send all notices for a member to all PSIs or ARDs listed on the member's file</li> <li>AA.3.14 the output of the able to send all notices for a member to all PSIs or ARDs listed on the member's file</li> <li>AA.3.13 the individual is eligible for Standard (TMA) if the individual meets MassHealth categorical requirements for Standard and the individual meets MassHealth participation factors and individual's previous income was verified at or below 133% and the individual is elses 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.</li> <li>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.</li> <li>After Go-Live, this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.</li> <li>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.</li> <li>AA.3.2 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. The PD process shall have the ability to calculate the end date of coverage to be the date of birth for all members born 10 days prior to the submission date for electronic applications. The</li></ul>	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.         Critical           AA.3.12         Provide details of individuals identified by this requirement.         Critical           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         Critical           AA.3.13         The Very, this requirement must be supported by a report provided by hCentive. Report must the individual is eligible for Standard (TMA) if the individual is less than age 19 and the individual is less than age 19 and their earned income increased to put the total income PFL 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           AA.3.15         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.         Critical           AA.3.16         After Go-Live, this requirement must be supported by a report provided by hCentive. Report must for BPD 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 forminations, upgrades and downgrades with the exception of individuals start frame or overages 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 these members and the applications and individuals for many epipor to the submission date for electro	the system must be able to automatically update the status of a OAB 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. The system should be able to send all notices for a member to all PSIs or ARDs listed on the member's file.       Critical       R3         AA.3.12       The order this requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement. The individual is either and periods income and the individual is either and the periods income increased to put the total income FILe 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         AA.3.15       The requirement must be supported by a report provided by hCentive. Report must provide details of individuals identified by this requirement.       Critical       R3         AA.3.16       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         AA.3.16       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 supplications with the exception of individuals iden of the ability to actulate the start date of coverage to be the date of birth for all members born 10 days prior to the supplication received date for paper applications of the system must

Worktrack	Name	Description	Priority	Release	System
		The hCentive system shall display the appropriate message to the applicant if the connectivity			
B) Eligibility Verification	B.1.2	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
		The hCentive system shall have the ability to receive the Non-ESI MEC (MMIS) Service			
B) Eligibility Verification	B.10.2	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) Englointy Vernieation	D.10.0	The hCentive system shall have the ability to process the Non-ESI MEC (MMIS) Service	Ontical		noonave
B) Eligibility Verification	B.10.4	response for Medicaid aid category, notices and program determination	Critical	R2	hCentive
	D.10.4	response for medicaid aid category, notices and program determination	Cilical	112	noentive
		If the Non-ESI MEC (MMIS) Service is unavailable, the hCentive system will allow not allow an			
B) Eligibility Verification	B.10.5	applicant to continue their application, and a message will be displayed to that effect	Critical	R2	hCentive
		The hCentive system shall have the ability to call the LexisNexis – Residency Verification			
B) Eligibility Verification	B.11.1	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
, , , , , , , , , , , , , , , , , , , ,		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,			
B) Eligibility Verification	B.11.5	RFI, time clocks, notices and program determination	Important	R3	hCentive
_,	2.11.0	If the LexisNexis RV Service is unavailable, the hCentive system will allow the user to continue	portant		noonavo
B) Eligibility Verification	B.11.6	through the eligibility application	Important	R3	hCentive
	B.11.0		important	110	nochave
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
, , , , , , , , , , , , , , , , , , , ,		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,			
B) Eligibility Verification	B.12.5	denials, RFI, time clocks, notices and program determination	Important	R3	hCentive
2)g.z	2.12.0	If the Experian Address Validation Service is unavailable, the hCentive system will allow the	in portaint		ine entite e
B) Eligibility Verification	B.12.6	user to continue through the eligibility application	Important	R3	hCentive
D) Englointy Vernieation	0.12.0	The hCentive system shall have the ability to call the Federal Data Service Hub – SSA	Inpontant		noonavo
B) Eligibility Verification	B.2.1	Composite Service	Critical	R1	hCentive
b) Englointy Vernieation	0.2.1	The hCentive system shall have the ability to receive the SSA Composite Service response	Ontioar		nocitive
B) Eligibility Verification	B.2.2	from the FDSH	Critical	R1	hCentive
b) Eligibility verification	D.2.2	The hCentive system shall have the ability to store the SSA Composite Service response from	Cilical		Incentive
P) Eligibility Varification	B.2.3	the FDSH	Critical	R1	hCentive
B) Eligibility Verification	D.2.3	The hCentive system shall have the ability to process the SSA Composite Service response	Chucai		ncentive
D) Elizibility Varification	B.2.4	from the FDSH for eligibility verification, denials, RFI, time clocks, notices and program determination	Critical	R1	hCentive
B) Eligibility Verification	B.2.4		Critical	RI	nCentive
	Doc	If the SSA Composite Service is unavailable, the hCentive system will allow the user to		D.	
B) Eligibility Verification	B.2.5	continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
	Dat	The hCentive system shall have the ability to call the Federal Data Service Hub – IRS Income	Oritical	D4	h O anti-
B) Eligibility Verification	B.3.1	Service	Critical	R1	hCentive
		The hCentive system shall have the ability to receive the IRS Income Service response from			
B) Eligibility Verification	B.3.2	the FDSH	Critical	R1	hCentive
		The hCentive system shall have the ability to store the IRS Income Service response from the			
B) Eligibility Verification	B.3.3	FDSH	Critical	R1	hCentive
		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			
B) Eligibility Verification	B.3.4	determination	Critical	R1	hCentive
		If the IRS Income Service is unavailable, the hCentive system will allow the user to continue but			
B) Eligibility Verification	B.3.5	request the appropriate information on the eligibility determination screen	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
		The hCentive system shall have the ability to call the Federal Data Service Hub – IRS APTC			
B) Eligibility Verification	B.4.1	Calculation Service	Critical	R1	hCentive
		The hCentive system shall have the ability to receive the IRS APTC Calculation Service			
B) Eligibility Verification	B.4.2	response from the FDSH	Critical	R1	hCentive
		The hCentive system shall have the ability to store the IRS APTC Calculation Service response			
B) Eligibility Verification	B.4.3	from the FDSH	Critical	R1	hCentive
		The hCentive system shall have the ability to process the IRS APTC Calculation Service			
B) Eligibility Verification	B.4.4	response from the FDSH for notices and program determination	Critical	R1	hCentive
, , ,					
		If the IRS APTC Calculation Service is unavailable, the hCentive system will allow the user to			
B) Eligibility Verification	B.4.5	continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
, , ,		The hCentive system shall have the ability to call the Federal Data Service Hub - Non-ESI			
B) Eligibility Verification	B.5.1	MEC (non Medicaid) Service	Critical	R1	hCentive
, , ,		The hCentive system shall have the ability to receive the Non-ESI MEC (non Medicaid) Service			
B) Eligibility Verification	B.5.2	response from the FDSH	Critical	R1	hCentive
		The hCentive system shall have the ability to store the Non-ESI MEC (non Medicaid) Service			
B) Eligibility Verification	B.5.3	response from the FDSH	Critical	R1	hCentive
.,		The hCentive system shall have the ability to process the Non-ESI MEC (non Medicaid)			
B) Eligibility Verification	B.5.4	Service response from the FDSH for notices and program determination	Critical	R1	hCentive
		If the Non-ESI MEC (non Medicaid) Service is unavailable, the hCentive system will allow the			
B) Eligibility Verification	B.5.5	user to continue but request the appropriate information on the eligibility determination screen	Critical	R1	hCentive
(B) Englosing Vormodulori	2.0.0	The hCentive system shall have the ability to call the Federal Data Service Hub – RIDP Service			noonavo
(B) Eligibility Verification	B.6.1	to receive the challenge questions for the applicant	Critical	R1	hCentive
	0.0.1	If the RIDP Service is unavailable, the hCentive system will not allow any applicants to continue			noonavo
		with their eligibility application and will display a message to the applicant to return at a later			
B) Eligibility Verification	B.6.10	time	Critical	R1	hCentive
(b) Eligibility Verification	D.0.10	The hCentive system shall have the ability to receive the RIDP Service response from the	Cilical		noenave
(B) Eligibility Verification	B.6.2	FDSH	Critical	R1	hCentive
(b) Eligibility Verification	D.0.2	The hCentive system shall have the ability to accept user input/responses to the RIDP service	Childan		noenuve
(B) Eligibility Verification	B.6.3	challenge questions from the FDSH	Critical	R1	hCentive
	0.0.3	The hCentive system shall have the ability to call the RIDP service to transmit user	Cilical		ncenuve
(B) Eligibility Verification	B.6.4	input/responses to the RIDP service challenge questions	Critical	R1	hCentive
	D.0.4	The hCentive system shall have the ability to store the RIDP Service response (RIDP pass /	Chucal	IX I	iCentive
B) Eligibility Verification	B.6.7	fail) from the FDSH	Critical	R1	hCentive
	0.0.7	The hCentive system shall have the ability to process the RIDP Service response (RIDP pass /	Cilical		incentive
		fail) and determine whether the applicant should continue through the application or be blocked			
(P) Eligibility Vorification	B.6.8	due to failed ID proofing	Critical	R1	bContine.
(B) Eligibility Verification	D.0.0		Critical		hCentive
(P) Eligibility Vorification	B.6.9	If an applicant fails RIDP, the hCentive system will display a message to the applicant and	Critical	R1	bCanting
B) Eligibility Verification	B.0.9	inform them on steps they can take to resolve their issue	Chucal	RI	hCentive
(D) Elizibility Vorification	D 7 4	The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-1	Critical	D1	bO anti-
(B) Eligibility Verification	B.7.1	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
		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,			
(B) Eligibility Verification	B.7.4	and also to determine if the application needs to be flagged for VLP-2	Critical	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
B) Eligibility Verification	B.7.5	required to provide documentation	Critical	R1	hCentive
2) 2giolity Vermeation	2.1.10	The hCentive system will not allow an applicant to continue when the VLP Service is	- Critical		
B) Eligibility Verification	B.7.6	unavailable, and a message will be displayed to tell the applicant to return at a later time	Critical	R1	hCentive
5) Eligibility Verification	D.1.0	The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-2	ontiour		noonavo
B) Eligibility Verification	B.8.1	Service	Important	R3	hCentive
b) Eligibility Verification	D.0.1	The hCentive system shall have the ability to, on an asynchronous basis, accept a transaction	Important	110	noenave
		from the FDSH VLP (Step 2) Service (all associated services as defined in			
D) Elizibility Varification	B.8.2		Important	R3	h Canting
B) Eligibility Verification	D.0.2	DSH_RP_BSD_VLP_v33)	Important	кэ	hCentive
	<b>D</b> 0 0	The hCentive system shall have the ability to receive the VLP (Step 2) response from the		Do	
B) Eligibility Verification	B.8.3	FDSH	Important	R3	hCentive
				<b>D</b> 0	
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
		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,			
B) Eligibility Verification	B.8.5	and also to determine if the application needs to be flagged for VLP-3	Important	R3	hCentive
		The hCentive system shall have the ability to call the Federal Data Service Hub – VLP-3			
B) Eligibility Verification	B.9.1	Service	Important	R3	hCentive
		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			
<ol> <li>B) Eligibility Verification</li> </ol>	B.9.2	DSH_RP_BSD_VLP_v33)	Important	R3	hCentive
		The hCentive system shall have the ability to receive the VLP (Step 3) response from the			
B) Eligibility Verification	B.9.3	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
, , , , , , , , , , , , , , , , , , , ,					
		The hCentive system shall have the ability to process the VLP-3 Service response from the			
B) Eligibility Verification	B.9.5	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
s) Fian Management	0.1.10	The hCentive system shall be able to load a unique enrollee premium schedule and service			liconavo
C) Plan Management	C.1.11	area mapping documents for State Wrap / Connector Care plans.	Critical	R2	hCentive
o) i lan management	0.1.11	area mapping documents for State wrap / Connector Gare plans.	Cilical		noentive
		The hCentive system shall have capability to consume 2015 medical SERFF templates (QHP)			
C) Plan Management	C.1.2	and 2015 SERFF stand-alone dental templates (QDP), display those plans in the UI.	Critical	R2	hCentive
	0.1.2	The hCentive system shall have the ability to consume SERFF template modified XML file	Childan	112	licentive
		containing state WRAP benefit plans and display benefits as specified by CCA and agreed by			
	0.4.0	Optum, including the modified benefits values, as well as the modified plan name as	Critical	R2	h C anti-
C) Plan Management	C.1.3	appropriate in the plan compare and shopping UI.	Critical	R2	hCentive
		The hCentive system shall have capability to consume a plan which has the same HIOS ID as			
	0.1.1	an existing plan, but has a different effective date. The net effect will be concurrent existence	0.00	<b>D</b> 4	
C) Plan Management	C.1.4	of 2 plans with the same HIOS ID.	Critical	R1	hCentive
		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			
C) Plan Management	C.1.5	environment.	Critical	R1	hCentive
		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			
C) Plan Management	C.1.6	fields. The net effect will be modifications to a particular plan.	Important	R1	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
C) Plan Management	C.1.7	addition of a new plan.	Important	R1	hCentive
		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			
C) Plan Management	C.2.1	Benefits Display Requirements Document)	Critical	R1	hCentive
		The hCentive will always supress a 00 plan variant(off-exchange plans) even though it is			
C) Plan Management	C.2.1.11	loaded into the system	Critical	R1	hCentive
, C		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			
C) Plan Management	C.2.1.12	limitation on this field)	Critical	R3	hCentive
-, ·		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			
C) Plan Management	C.2.1.13	In Network Coinsurance is null then display "Not Covered"	Critical	R3	hCentive
.,		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			
C) Plan Management	C.2.1.25	reference to a dental plan, not a medical plan.	Critical	R3	hCentive
, i al managomont	0.2.1.20				
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
e) i lan management	0.2.110	Fields and Functionalities present in the Shopping UI page are accurately displayed and			liconaro
		function correctly. These include the filter functionalities, APTC slider and fields like Carrier			
C) Plan Management	C.2.10	Name, Plan Name etc.	Useful	R2	hCentive
o) Fian Managomont	0.2.10	The hCentive system will display the appropriate plan variants (-04 through -06) if the member	Coordi	1.12	noonavo
C) Plan Management	C.2.11	is eligible for State Wrap / Connector Care.	Critical	R2	hCentive
o) Han Management	0.2.11	The hCentive system will display the appropriate plan according to the information given in the	Ontical	112	noentive
C) Plan Management	C.2.12	application.	Critical	R2	hCentive
c) Flatt Management	0.2.12	The hCentive system will have the functionality to compare plans and the maximum should be	Chilcar	112	licentive
C) Plan Management	C.2.13	three.	Critical	R2	hCentive
o) Fian Management	0.2.13	The hCentive system will not display the State Wrap / Connector Care plans when the member	Cilical	112	licentive
C) Plan Management	C.2.14	is not eligible for State Wrap / Connector Care.	Critical	R2	hCentive
c) Fian Management	0.2.14	The hCentive system will display the plan variant (-02) if the member is Al/AN and eligible for	Cilical		noentive
C) Plan Management	C.2.15	State Wrap / Connector Care.	Critical	R2	hCentive
c) Fian Management	0.2.15	The hCentive system will display the plan variant (-03) if the member is Al/AN and not eligible	Chical	RZ	ncentive
C) Plan Management	C.2.16	for State Wrap / Connector Care.	Critical	R2	hCentive
C) Flatt Management	0.2.10	The hCentive system will not display the catastrophic plans when the member is not eligible for	Chicai	RZ	ncentive
C) Plan Management	C.2.17	catastrophic plans.	Critical	R2	hCentive
C) Flatt Management	0.2.17	The hCentive system will display only the catastrophic plans only when the member is eligible	Chical	RZ	ncentive
C) Plan Management	C.2.18	for catastrophic plans.	Critical	R2	hCentive
C) Flatt Management	0.2.10		Childan	RZ	Incentive
C) Dian Managament	<b>C</b> 2 2	The hCentive system shall have capability to suppress a plan from display, while maintaining	Critical	R1	hCentive
C) Plan Management	C.2.2	the plan's active status for purposes of the back end interface The hCentive system will only display the QHP/QDPs available for the applicant's zip code for	Critical	K I	ncentive
	0.00		Oritical	D4	h C anti-
C) Plan Management	C.2.3	an applicant determined to be eligible for QHP/QDPs without subsidies	Critical	R1	hCentive
C) Dian Management	0.24	The hCentive system will only display the QHP/QDPs available for the applicant's zipcode for	Critical	R1	bC anti-
C) Plan Management	C.2.4	an applicant determined to be eligible for QHP/QDPs with APTCs	Critical	RI	hCentive
	0.05	The hCentive system will only display the wrap plans available for a particular zip code for an	Oritical	Do	LO IN
C) Plan Management	C.2.5	applicant determined to be eligible for State Wrap / Connector Care	Critical	R2	hCentive
		The hCentive system will not display the plan variants (-01 through -03) if the member is			
C) Plan Management	C.2.6	eligible for State Wrap / Connector Care	Critical	R2	hCentive
		If a particular benefit cost sharing Out-of-Network co-pay is \$0, and the corresponding Out-of-			
C) Plan Management	C.2.7	Network co-insurance is 100%, the system shall display "Not Covered Out-of-Network".	Useful	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
		If a particular benefit cost sharing In-Network co-pay is blank, and the corresponding In-			
C) Plan Management	C.2.8	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
	0.0.1	The hCentive system will display the total premium, APTC amount and member share for an	Citabal		
C) Plan Management	C.3.2	applicant determined to the 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
		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			
C) Plan Management	C.3.7	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
of Han Management	0.111	The hCentive system will accurately display plan benefit details - cost sharing (e.g. deductibles,	Childa		neonavo
C) Plan Management	C.4.2	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) The hCentive system shall have the ability to allow CCA, Issuers and DOI the necessary	Critical	R2	hCentive
C) Plan Management	C.5.1	access and functionality for plan preview testing and benefit validation via the Individual User Portal.	Critical	R1	hCentive
, ,		The hCentive system shall have the ability to allow the applicant to select a plan and proceed to			
C) Plan Management	C.5.4	complete their application and checkout. The hCentive system will have the ability to send ADD transactions to Dell via the Enrollment	Critical	R2	hCentive
D) Enrollment and Billling	D.1.1	XML (QHP, APTC) The hCentive system will have the ability to send the initial enrollments to the Dell system via a	Critical	R1	hCentive
D) Enrollment and Billling	D.1.10	mutually agreed-to web service as defined by the Financial Management ICD The hCentive system will send initial set system generated member change scenarios using	Critical	R1	hCentive
D) Enrollment and Billling	D.1.15	the relevant transaction codes in the Enrollment XML (e.g. demographic, income, eligibility, 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
		The hCentive system will send ADD transactions to Dell via the Enrollment XML (QDP) when			
D) Enrollment and Billing	D.1.3	the user has enrolled in the QHP as well.	Critical	R2	hCentive
		The hCentive system will send system generated CHANGE, TERM and CANCEL transactions			
D) Enrollment and Billling	D.1.7	to Dell via the Enrollment XML (QHP, APTC)	Critical	R3	hCentive
		The hCentive system will send system generated CHANGE, TERM and CANCEL transactions			
(D) Enrollment and Billling	D.1.8	to Dell via the Enrollment XML (Wrap)	Critical	R3	hCentive
		The hCentive system will send system generated CHANGE, TERM and CANCEL transactions			
(D) Enrollment and Billling	D.1.9	to Dell via the Enrollment XML (QDP) when the applicant is enrolled in the QHP as well.	Critical	R3	hCentive
		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			
D) Enrollment and Billling	D.2.11	ICD	Critical	R2	hCentive
		The hCentive system shall generate a Denials (Deceased) Notice when appropriate business			
E) Notices	E. 10.1	conditions are met	Critical	R2	hCentive
	E 40.0	The hCentive system shall not generate a Denials (Deceased) Notice XML to Dell when		Do	
E) Notices	E. 10.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
	E. 10.4	The hCentive system generates Denials (Deceased) Notice(s) XML to Dell for the appropriate	Oritical	R2	h C an thus
E) Notices	E. 10.4	recipients (e.g. ARD)	Critical	R2	hCentive
	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. 10.7	The hCentive system shall generate a Denials (Not Lawfully Present) Notice when appropriate	Chucai	RZ	ncentive
E) Notices	E. 11.1	business conditions are met	Critical	R2	hCentive
L) Notices	L. 11.1	The hCentive system shall not generate a Denials (Not Lawfully Present) Notice XML to Dell	Cilical	112	licentive
E) Notices	E. 11.2	when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
L) Nouces	L. 11.2	The hCentive system generates Denials (Not Lawfully Present) Notice(s) XML to Dell for the	Cilical		noenave
E) Notices	E. 11.4	appropriate recipients (e.g. ARD)	Critical	R2	hCentive
	L. 11.4	The hCentive system generates and sends dynamic content triggers via the Denials (Not	Cilical		noentive
E) Notices	E. 11.7	Lawfully Present) Notice(s) XML to Dell	Critical	R2	hCentive
	<b>_</b>	The hCentive system shall generate a Denials (Non-MA Resident) Notice when appropriate			liconavo
E) Notices	E. 12.1	business conditions are met	Critical	R1	hCentive
		The hCentive system shall not generate a Denials (Non-MA Resident) Notice XML to Dell when	- Critical		
E) Notices	E. 12.2	appropriate business conditions / "triggers" are not met	Critical	R1	hCentive
_,		The hCentive system generates Denials (Non-MA Resident) Notice(s) XML to Dell for the			
E) Notices	E. 12.4	appropriate recipients (e.g. ARD)	Critical	R1	hCentive
,		The hCentive system generates and sends dynamic content triggers via the Denials (Non-MA			
E) Notices	E. 12.7	Resident) Notice(s) XML to Dell	Critical	R1	hCentive
		The hCentive system shall generate a Request for Information (Income) when appropriate			
E) Notices	E. 13.1	business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a RFI (Income) Notice XML to Dell when appropriate			
E) Notices	E. 13.2	business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates RFI (Income) Notice(s) XML to Dell for the appropriate			
E) Notices	E. 13.4	recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the RFI (Income)			
E) Notices	E. 13.7	Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a RFI (Incarceration) Notice when appropriate business			
E) Notices	E. 14.1	conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a RFI (Incarceration) Notice XML to Dell when			
E) Notices	E. 14.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates RFI (Incarceration) Notice(s) XML to Dell for the appropriate			
E) Notices	E. 14.4	recipients (e.g. ARD)	Critical	R2	hCentive

Worktrack	Name	Description	Priority	Release	System
		The hCentive system generates and sends dynamic content triggers via the RFI (Incarceration)			
(E) Notices	E. 14.7	Notice(s) XML to Dell	Critical	R2	hCentive
/ <b>_</b>	<b>_</b>	The hCentive system shall generate a RFI (Immigration Status) Notice when appropriate			
(E) Notices	E. 15.1	business conditions are met	Critical	R2	hCentive
	F 450	The hCentive system shall not generate a RFI (Immigration Status) Notice XML to Dell when	0.00	<b>D</b> 0	
(E) Notices	E. 15.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
	F 45 4	The hCentive system generates RFI (Immigration Status) Notice(s) XML to Dell for the	0-11-1-1	Do	h C anti-ra
(E) Notices	E. 15.4	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. 13.7	The hCentive system shall generate a RFI (MA Residency) Notice when appropriate business	Chilcar	RZ	ncentive
(E) Notices	E. 16.1	conditions are met	Critical	R2	hCentive
	L. 10.1	The hCentive system shall not generate a RFI (MA Residency) Notice XML to Dell when	Cilical	112	ncentive
(E) Notices	E. 16.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
	L. 10.2	The hCentive system generates RFI (MA Residency) Notice(s) XML to Dell for the appropriate	Ontiour		noenave
(E) Notices	E. 16.4	recipients (e.g. ARD)	Critical	R2	hCentive
	2.10.1	The hCentive system generates and sends dynamic content triggers via the RFI (MA	ontiour		neonavo
(E) Notices	E. 16.7	Residency) Notice(s) XML to Dell	Critical	R2	hCentive
(		The hCentive system shall generate a RFI (AI/AN Status) Notice when appropriate business			
(E) Notices	E. 17.1	conditions are met	Critical	R2	hCentive
( )		The hCentive system shall not generate a RFI (AI/AN Status) Notice XML to Dell when			
(E) Notices	E. 17.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
. ,		The hCentive system generates RFI (AI/AN Status) Notice(s) XML to Dell for the appropriate			
(E) Notices	E. 17.4	recipients (e.g. ARD)	Critical	R2	hCentive
. ,		The hCentive system generates and sends dynamic content triggers via the RFI (AI/AN Status)			
(E) Notices	E. 17.7	Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a RFI (U.S. Citizenship) Notice when appropriate business			
(E) Notices	E. 18.1	conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a RFI (U.S. Citizenship) Notice XML to Dell when			
(E) Notices	E. 18.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates RFI (U.S. Citizenship) Notice(s) XML to Dell for the appropriate			
(E) Notices	E. 18.4	recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the RFI (U.S.			
(E) Notices	E. 18.7	Citizenship) Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a MH Assessment Notice when appropriate business	0.00		
(E) Notices	E. 19.1	conditions are met	Critical	R2	hCentive
	F 40.0	The hCentive system shall not generate a MH Assessment Notice XML to Dell when	Onitional	Do	h C anti-ra
(E) Notices	E. 19.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(E) Notiona	E. 19.4	The hCentive system generates MH Assessment Notice(s) XML to Dell for the appropriate	Critical	R2	hCentive
(E) Notices	E. 19.4	recipients (e.g. ARD)	Critical	R2	ncentive
(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
	L. 19.7	The hCentive system shall generate a Employer Tax Liability Notice when appropriate business	Childan	112	ncentive
(E) Notices	E. 20.1	conditions are met	Critical	R2	hCentive
	L. 20.1	The hCentive system shall not generate a Employer Tax Liability Notice XML to Dell when	Ontioal		noenave
(E) Notices	E. 20.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
(		The hCentive system generates Employer Tax Liability Notice(s) XML to Dell for the			
(E) Notices	E. 20.4	appropriate recipients	Critical	R2	hCentive
( )		The hCentive system generates and sends dynamic content triggers via the Employer Tax			
(E) Notices	E. 20.7	Liability Notice(s) XML to Dell	Critical	R2	hCentive
. ,		The hCentive system shall generate a RIDP Failure Notice when appropriate business			
(E) Notices	E. 21.1	conditions are met	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		The hCentive system shall not generate a RIDP Failure Notice XML to Dell when appropriate			
(E) Notices	E. 21.2	business conditions / "triggers" are not met	Critical	R3	hCentive
		The hCentive system generates RIDP Failure Notice(s) XML to Dell for the appropriate			
(E) Notices	E. 21.4	recipients (e.g. ARD)	Critical	R3	hCentive
		The hCentive system generates and sends dynamic content triggers via the RIDP Failure			
(E) Notices	E. 21.7	Notice(s) XML to Dell	Critical	R3	hCentive
		The hCentive system shall be able to generate Combinations of Notices (e.g. RFI, Provisional			
(E) Notices	E. 27.1	Approval) when appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate Combinations of Notices XML to Dell when appropriate			
(E) Notices	E. 27.2	business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system shall generate a Provisional Eligibility Approval (QHP) Notice when			
(E) Notices	E. 4.1	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a Provisional Eligibility Approval (QHP) Notice XML to			
E) Notices	E. 4.2	Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates Provisional Eligibility Approval (QHP) Notice(s) XML to Dell for			
E) Notices	E. 4.4	the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the Provisional			
(E) Notices	E. 4.7	Eligibility Approval (QHP) Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a Final Eligibility Approval (QHP + APTC) Notice when			
E) Notices	E. 5.1	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a Final Eligibility Approval (QHP + APTC) Notice XML			
(E) Notices	E. 5.2	to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates Final Eligibility Approval (QHP + APTC) Notice(s) XML to Dell			
E) Notices	E. 5.4	for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the Final Eligibility			
(E) Notices	E. 5.7	Approval (QHP + APTC) Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a Provisional Eligibility Approval (QHP + APTC) Notice			
(E) Notices	E. 6.1	when appropriate business conditions are met	Critical	R1	hCentive
		The hCentive system shall not generate a Provisional Final Eligibility Approval (QHP + APTC)			
(E) Notices	E. 6.2	Notice XML to Dell when appropriate business conditions / "triggers" are not met	Critical	R1	hCentive
		The hCentive system generates Provisional Eligibility Approval (QHP + APTC) Notice(s) XML			
(E) Notices	E. 6.4	to Dell for the appropriate recipients (e.g. ARD)	Critical	R1	hCentive
		The hCentive system generates and sends dynamic content triggers via the Provisional			
E) Notices	E. 6.7	Eligibility Approval (QHP + APTC) Notice(s) XML to Dell	Critical	R1	hCentive
		The hCentive system shall generate a Final Eligibility Approval (Wrap)* Notice when			
E) Notices	E. 7.1	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a Final Eligibility Approval (Wrap)* Notice XML to Dell			
(E) Notices	E. 7.2	when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
. ,		The hCentive system generates Final Eligibility Approval (Wrap)* Notice(s) XML to Dell for the			
E) Notices	E. 7.4	appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the Final Eligibility			
(E) Notices	E. 7.7	Approval (Wrap)* Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a Provisional Eligibility Approval (Wrap)* Notice when			
E) Notices	E. 8.1	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a Provisional Eligibility Approval (Wrap)* Notice XML			
(E) Notices	E. 8.2	to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates Provisional Eligibility Approval (Wrap)* Notice(s) XML to Dell			
(E) Notices	E. 8.4	for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the Provisional			
(E) Notices	E. 8.7	Eligibility Approval (Wrap)* Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a Denials (Incarcerated) Notice when appropriate			

Worktrack	Name	Description	Priority	Release	System
		The hCentive system shall not generate a Denials (Incarcerated) Notice XML to Dell when			
(E) Notices	E. 9.2	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates Denials (Incarcerated) Notice(s) XML to Dell for the			
(E) Notices	E. 9.4	appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends dynamic content triggers via the Denials			
(E) Notices	E. 9.7	(Incarcerated) Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system will send the required date to generate the eligibility notice to dell			
(E) Notices	E.1.1	correspondence lite in a batch process and transfer via SFTP communication	Critical	R1	hCentive
		The hCentive system generates and sends dynamic content triggers via the RFI (Proof of SSN)			
(E) Notices	E.27.10	Notice(s) XML to Dell	Critical	R2	hCentive
		The hCentive system shall generate a Request for Information (Proof of SSN) when			
(E) Notices	E.27.4	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a RFI (Proof of SSN) Notice XML to Dell when			
(E) Notices	E.27.5	appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates RFI (Proof of SSN) Notice(s) XML to Dell for the appropriate			
(E) Notices	E.27.7	recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system shall generate a Final Eligibility Approval (QHP Approval) Notice when			
(E) Notices	E.3.1	appropriate business conditions are met	Critical	R2	hCentive
		The hCentive system shall not generate a Final Eligibility Approval (QHP Approval) Notice XML			
(E) Notices	E.3.2	to Dell when appropriate business conditions / "triggers" are not met	Critical	R2	hCentive
		The hCentive system generates Final Eligibility Approval (QHP Approval) Notice(s) XML to Dell	1		
(E) Notices	E.3.4	for the appropriate recipients (e.g. ARD)	Critical	R2	hCentive
		The hCentive system generates and sends notice fragment indicators via the Final Eligibility		50	
(E) Notices	E.3.7	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 belo (MassHealth,CMSP,HSN) :	w Notice Style Sheet is followed for the notices			
		Type Electronic File Format : readers)	Standard PDF (compatible with screen			
		Body Font (Notices/Letters) :	Normal Print: Calibri 12 pt. Large Print: Calibri 18 pt.			
		Bold Body Font (Notices/Letters) : pt.	Normal Print: Calibri Bold 12			
		18 pt.	Large Print: Calibri Bold			
		Headings (Notices/Letters) : pt.	Normal Print: Calibri Bold 12			
		18 pt.	Large Print: Calibri Bold			
		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) : 10.Key Message Master List : 2.)-KM ID : KM006 -Templates Used : ALL -Category : Header/Accessibility -Description(Text) : You can get this inform from Monday to Friday, 8:00 A.M. to 5:00 -Business Rules : 1) This message is static. 2) It must be centered aligned	Top: 1" mation in large print and Braille. Call 1-800-841-2900 P.M. TTY: 1-800-497-4648.	Critical	R3	hCentive
(E) Notices MH	EE.1.10	3) Bolded words / numbers must be displated to the state of the state	ted by the mailing software use for generating the	Critical	R3	hCentive
E) Notices MH	EE.1.11	3) It will be created at printing by ITD		Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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.			
(E) Notices MH	EE.1.12	5) It will be created at printing by ITD	Critical	R3	hCentive
		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			
E) Notices MH	EE.1.13	4) It will be created at printing by ITD	Critical	R3	hCentive
		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			
(E) Notices MH	EE.1.14	3) If notice type is VC1, then display the account holder's name.	Critical	R3	hCentive
		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			
(E) Notices MH	EE.1.15	3) If notice type is VC1, then must display the account holder's mailing address.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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		<b>D</b> 0	
E) Notices MH	EE.1.16	5) For Member ID & SSN fields, display "Not Available" if element(s) are missing.	Critical	R3	hCentive
		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.			
E) Notices MH	EE.1.17	4) Bolded words / numbers must be displayed as such	Critical	R3	hCentive
		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.			
		<ol> <li>2) Must be aligned in the footer to the left of the right margin never crossing it.</li> </ol>			
E) Notices MH	EE.1.18	3) Must be displayed on all Notice pages in sequential order	Critical	R3	hCentive
	LL.1.10	10.Key Message Master List :	Cilical		noentive
		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			
E) Notices MH	EE.1.19	3) If the beneficiary is a minor (under age 18), then display the account holder's name.	Critical	R3	hCentive
		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 1/2"			
		wide by 6" tall. The envelope has two panes for displaying the return address block and the			
(E) Notices MH	EE.1.2	recipient name and address block as show in the below example:	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		MassHealth Overall Notice Template:			
		2.2 : A Sample Notice structure could be as below (Note : This should be used only for			
E) Notices MH	EE.1.3	dimension purposes ) Page 1 :	Critical	R3	hCentive
		MassHealth Overall Notice Template:			
		2.2 : A Sample Notice structure could be as below (Note : This should be used only for			
		dimension purposes.)			
E) Notices MH	EE.1.4	Page 2 :	Critical	R3	hCentive
,		MassHealth Overall Notice Template:			
		3. Header & Footer :			
		Header : Ensure that the footer dimensions and structure should be as below for all			
E) Notices MH	EE.1.5	notices(Note: This should be used only for dimension purposes.)	Critical	R3	hCentive
	22.1.0	MassHealth Overall Notice Template:	ontiour		noonavo
		3. Header & Footer :			
		Footer : Ensure that the footer dimensions and structure should be as below for all			
E) Noticos MH	EE.1.6		Critical	R3	hCentive
E) Notices MH	EE.1.0	notices(Note: This should be used only for dimension purposes.)	Chucar	кэ	ncentive
		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			
E) Notices MH	EE.1.7	requirements.	Critical	R3	hCentive
		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 3/4" 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			
E) Notices MH	EE.1.8	page, spanning between the header, footer, and margins.	Critical	R3	hCentive
		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			
E) Notices MH	EE.1.9	-Business Rules : This message is static.	Critical	R3	hCentive
	LEIIIS	10.Key Message Master List :	Ontioda		nocitive
		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.			
E) Notices MH	EE.10.1	4) Should be included on any forms / inserts	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
(E) Notices MH	EE.10.10	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?			
		<ul> <li>Step 1: Pick a Health Plan and a Doctor</li> <li>If you do not already have health insurance or a health plan through MassHealth, you must call</li> </ul>			
		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.			
		<ul> <li>Step 2: Insurance Cards</li> <li>New members will get their CMSP card in the mail. Show this card to the doctor or pharmacy</li> </ul>			
		when getting medical services.			
		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.			
	FF 40.44		0.00	<b>D</b> 0	
(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
		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.			
E) Notices MH	EE.10.17	6) Dates must be formatted as Month, Day, Year.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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;			
		<ul> <li>need help with daily activities, like bathing or dressing;</li> <li>regularly get medical care, personal care, or health services at home or in another</li> </ul>			
		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			
(E) Notices MH	EE.10.18	additional steps to you. Even if you have special health care needs, you can choose to stay	Critical	R3	hCentive

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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).			
		deal, hard of flearing, of 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
E) Notices MH	EE.10.20		Critical	R3	licentive
		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!			
		IMPORTANT! PLEASE RETORN 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			
	EE.10.21	<ol> <li>All bolded words must be display as such</li> <li>Dynamic data field "Deadline" must display documentation due date</li> </ol>		R3	hCentive
E) Notices MH		Lize uning many data tight "I loadling" must display degumentation due data	Critical		

Worktrack	Name	Description	Priority	Release	System
		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.			
(E) Notices MH	EE.10.22	<ul> <li>-Business Rules :</li> <li>1. Message must display information for one individual only.</li> <li>2. In the event of multiple indivduals, repeat this message for each individual.</li> <li>3. Message can repeat N number of times.</li> </ul>	Critical	R3	hCentive
		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			
		<ol> <li>Mail: Commonwealth of Massachusetts, Health Insurance Processing Center P.O. Box 4405 Taunton, MA 02780-0419</li> <li>Call: 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled).</li> </ol>			
		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).			
E) Notices MH	EE.10.23	-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
		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.			
E) Notices MH	EE.10.24	2. All bolded words must be display as such.	Critical	R3	hCentive
		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.			
(E) Notices MH	EE.10.25	2. All bolded words must be display as such.	Critical	R3	hCentive
		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.			
E) Notices MH	EE.10.26	2. All bolded words must be display as such.	Critical	R3	hCentive
	LL.10.20	10.Key Message Master List :	Chilcan	13	licentive
		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.			
			1		
		□ If you have questions about MassHealth, go to mass gov/masshealth or call MassHealth			
		□ 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 deat, hard of			
		Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of			
		Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of hearing, or speech disabled).			
		Customer Service at 1-800-841-2900 (TTY: 1-800-497-4648) for people who are deaf, hard of			

Worktrack	Name	Description	Priority	Release	System
		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.			
(E) Notices MH	EE.10.28	2. All bolded words must be display as such.	Critical	R3	hCentive
		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.			
	FF 40.0	3) There should be no space between KM010 and KM011 .This means KM011 always follows	0.00	Do	
(E) Notices MH	EE.10.3	KM010.	Critical	R3	hCentive
		10.Key Message Master List : 4.) KM ID : KM018			
		-Templates Used : APPR - STD			
		- Category : Eligibility Determination / MassHealth Standard			
		-Category - Englowing Determination / Massmeatth Standard -Description : MassHealth has approved the person listed below for MassHealth Standard.			
		Members of your family who applied for health happits but are not listed below may get			
		Members of your family who applied for health benefits but are not listed below may get			
		another letter about their eligibility.			
		another letter about their eligibility. <ul> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> </ul>			
		another letter about their eligibility. <ul> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> </ul>			
		another letter about their eligibility. <ul> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> <li>Business Rules :</li> </ul>			
		another letter about their eligibility. <ul> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> <li>Business Rules :</li> <li>Display this message if:</li> </ul>			
		<ul> <li>another letter about their eligibility.</li> <li>□ Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> <li>-Business Rules :</li> <li>Display this message if:</li> <li>1) An individual is determined MassHealth Standard eligible.</li> </ul>			
		<ul> <li>another letter about their eligibility.</li> <li>□ Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DDB] starting on [Start Date]</li> <li>Business Rules :</li> <li>Display this message if:</li> <li>1) An individual is determined MassHealth Standard eligible.</li> <li>2) Names, Member ID, DOB displayed must match the name of eligible individual against</li> </ul>			
		another letter about their eligibility. Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DDB] 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			
		<ul> <li>another letter about their eligibility.</li> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> <li>Business Rules :</li> <li>Display this message if:</li> <li>1) An individual is determined MassHealth Standard eligible.</li> <li>2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated</li> <li>3) For Member ID &amp; SSN fields, display "Not Available" if element(s) are missing.</li> </ul>			
		another letter about their eligibility. Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DDB] 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			

Worktrack	Name	Description	Priority	Release	System
(E) Notices MH	EE.10.5	<ul> <li>10.Key Message Master List :</li> <li>5.) KM ID : KM019</li> <li>Templates Used : APPR - LIM</li> <li>-Category : Eligibility Determination / MassHealth Limited</li> <li>-Description :</li> <li>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.</li> <li>Name: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth:</li> <li>[DOB] starting on [Start Date]</li> <li>Business Rules :</li> <li>Display this message if:</li> <li>1) An individual is determined MassHealth Limited eligible.</li> <li>2) Names, Member ID, DOB displayed must match the name of eligible individual against whom the notice is generated</li> <li>3) For Member ID &amp; SSN fields, display "Not Available" if element(s) are missing.</li> <li>4) Start date must display eligibility effective start date.</li> <li>5) Only one MassHealth Limited eligible individual should be listed.</li> <li>6) Dates must be formatted as Month, Day, Year</li> <li>10.Key Message Master List :</li> <li>6.) KM ID : KM020</li> <li>-Templates Used : APPR - HSN</li> <li>-Category : Eligibility Determination / MassHealth HSN</li> <li>-Description :</li> <li>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 eligibliity.</li> <li>Mame: [FirstName MiddleName LastName Suffix], Member ID: [Member ID] Date of Birth: [DOB] starting on [Start Date]</li> <li>-Business Rules :</li> <li>Display this message if:</li> <li>1) An individual is determined MassHealth HSN eligible.</li> <li>2) Names, Member ID, DDB displayed must match the name of eligible individual against whom the notice is generated</li> <li>3) Start date must display eligibility effective date.</li> <li>4) Only one MassHealth HSN eligible individual should be listed.</li> </ul>	Critical	R3	hCentive
E) Notices MH	EE.10.6	5) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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.			
		<ol> <li>Start date must display eligibility effective start date.</li> </ol>			
		5) Only one MassHealth CMSP eligible individual should be listed.			
(E) Notices MH	EE.10.7	6) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive
		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.			
		<ul> <li>4) Start date must display eligibility effective start date.</li> </ul>			
		5) Only one MassHealth CMSP eligible individual should be listed.			
(E) Notices MH	EE.10.8	6) Dates must be formatted as Month, Day, Year	Critical	R3	hCentive
	LL.10.0	10) Dates must be formatted as Month, Day, Tear	Unitical	110	Incentive

Worktrack	Name	Description	Priority	Release	System
Worktrack (E) Notices MH	EE.10.9	Description         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 printed on a single sheet         4) Dynamic Data elements in the header should be captured	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
		FORMS:			
		KM ID : F003			
1		-Templates Used : VC1			
		-Category : List of Acceptable Documents. Please refer the document attached in the TSD for			
		F003.			
1		-Business Rules :			
1		1) Display This as a PDF.			
1		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			
1		a copy of property tax bill from the most recent year)			
1		-Copy of lease and record of most recent rent payment			
		- Mortgage deed showing primary residence			
1		-Nursery school or daycare records (if school is private, additional documentation may be			
		requested)			
1		-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			
(E) Notices MH	EE.11.2	-Notarized affidavit supporting residency	Critical	R3	hCentive
Worktrack	Name	Description	Priority	Release	System
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		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 (or	า		
		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	f		
		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)  Nation of Astrony (I-707)			
		Notice of Action (I-797)     Order the Action of the			
		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			
		<ul> <li>Document indicating a member of a federally-recognized Indian tribe or American Indian borr</li> </ul>			
(E) Notices MH	EE.11.4	in Canada	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
Worktrack (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 Degree of Indian Blood         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         FORMS:         KM ID : F003         -Templates Used : VC1         -Category : List of Acceptable Documents. Please refer the document attached in the TSD for         F003.         -Templates Used : VC1 <td>Priority</td> <td>R3</td> <td>hCentive</td>	Priority	R3	hCentive
(E) Notices MH	EE.11.6		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:         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 is incarcerated.         Person is incarcerated.         Person is incarcerated.         Signature of Applicant, Member, or Authorized Representative Date         Date			
(E) Notices MH	EE.11.8	Print name	Critical	R3	hCentive
		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 &gt;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.</datetime></variable>			
E) Notices MH	EE.12.1	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 counter="" split=""> HIX = always present, describes the source system</sheets></insert></language></variable>			
		<pre><pre><pre><pre><pre><pre><pre><pre></pre></pre></pre></pre></pre></pre></pre></pre>			
		INSGR = always present, indicates that the following information in the filename is the insert group			
		<pre><insert group=""> = number indicating which insert(s) need to be placed into each envelope for</insert></pre>			
		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 = AII 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 counter="" split=""> = sequential number (1, 2, 3,) because of file splitting per xxxxx</sheets>			
		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)			
		<pre><datetime> = Date &amp; 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</datetime></pre>			
		yyyymmddHHMMSS. Matches the value in the source XML filename that xPression			
(E) Notices MH	EE.12.2	composition engine processes. 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
	22.12.0	Detail ITD Print Requirements :	Childan		
		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			
(E) Notices MH	EE.12.4	Notices of type EEE all together Notices of type FFF all together	Critical	R3	hCentive
		Detail ITD Print Requirements : 5.)Each print file will contain a Start separator page and an End separator page as shown			
(E) Notices MH	EE.12.5	below:	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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.</datetime>			
		HIX NOTICES PRINT BATCH CONTROL REPORT PRINT SITE: ITD			
		**************************************			
		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			
(E) Notices MH	EE.12.6	Total number of pages : 16822 Detail ITD Print Requirements :	Critical	R3	hCentive
(E) Notices MH	EE.12.7	<ul> <li>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.</li> <li>Detail ITD Print Requirements :</li> </ul>	Critical	R3	hCentive
(E) Notices MH	EE.12.8	8.)Horizontal Offset should be = 594 points Detail ITD Print Requirements :	Critical	R3	hCentive
		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			
(E) Notices MH	EE.12.9	are 72 points in 1 inch. 9.1.MassHealth Careplus Approval Notice :	Critical	R3	hCentive
(E) Notices MH	EE.2.1	Ensure when a CarePlus Approval Notice is generated the Template ID = APPR-CP 9.1.MassHealth Careplus Approval Notice :	Critical	R3	hCentive
(E) Notices MH	EE.2.2	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. 9.1.MassHealth Careplus Approval Notice : Ensure notice triggering conditions are met as per below :	Critical	R3	hCentive
		Triggering Conditions - 1) There is an eligibility determination for an account, AND			
		2) At least one individual is determined Careplus eligible, AND			
(E) Notices MH	EE.2.3	3) Individual is not required to submit documentation.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
	FF 0.4		Oritical	Do	h C anthur
(E) Notices MH	EE.2.4	3) Individual is required to submit documentation.	Critical	R3	hCentive
		9.1.MassHealth CarePlus Approval Notice :			
E) Notices MH	EE.2.5	Ensure each individual gets a separate CarePlus notice and has an included form of F001	Critical	R3	hCentive
		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			
		KM000 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			
		KM023 N Y			
		KM027 Y N			
		KM030 Y N			
		KM038 Y N			
		KM040 Y N			
		PAGE BREAK			
		KM032 Y N			
		INSERT(S) :			
E) Notices MH	EE.2.6	F001 Y Y	Critical	R3	hCentive
	LL.Z.U		Childan	13	licentive
		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			
E) Notices MH	EE.2.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
		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
		9.2.MassHealth Limited Approval Notice-			
		If there is an Program determination and the applicant/member is eligible for MH Limited ,then			
E) Notices MH	EE.3.2	generate a MH Limited Notice whether or not the determination is provisional.	Critical	R3	hCentive
		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			
(E) Notices MH	EE.3.3	3) Individual is not required to submit documentation.	Critical	R3	hCentive
	22.0.0	9.2.MassHealth Limited Approval Notice -	Ontiour		noonavo
		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			
(E) Notices MH	EE.3.4	3) Individual is required to submit documentation.	Critical	R3	hCentive
		9.2.MassHealth Limited Approval Notice :			
E) Notices MH	EE.3.5	Ensure each individual gets a separate MH Limited notice and has an included form of F001	Critical	R3	hCentive
		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):			
(E) Notices MH	EE.3.6	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			
		-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			
		-KM025 : Refer requirement EE.10.0 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
		9.3. MassHealth Childrens Medical Security Plan Approval Notice:			
(E) Notices MH	EE.4.1	-Ensure when a MH CMSP Notice is generated the Template ID = APPR-CMSP.	Critical	R3	hCentive
		9.3.MassHealth Childrens Medical Security Plan Approval Notice:			
		If there is an Program determination and the applicant/member is eligible for MH Childrens			
	FF 4.0	Medical Security Plan , then generate a MH CMSP Approval Notice whether or not the		Do	
(E) Notices MH	EE.4.2	determination is provisional. 9.3.MassHealth Childrens Medical Security Plan Approval Notice :	Critical	R3	hCentive
		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			
(E) Notices MH	EE.4.3	3) Individual is not be required to submit documentation,	Critical	R3	hCentive
		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			
(E) Notices MH	EE.4.4	3) Individual is required to submit documentation.	Critical	R3	hCentive
		·/ · · · · · · · · · · · · · · · · · ·		-	
		9.3. MassHealth Childrens Medical Security Plan Approval Notice :			
(E) Notices MH	EE.4.5	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
		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			
		KM012 f f			
		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) :			
E) Notices MH	EE.4.6	F001 Y Y	Critical	R3	hCentive
		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			
E) Notices MH	EE.4.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
		9.4.MassHealth Family Assistance Approval Notice :			
E) Notices MH	EE.5.1	-Ensure when a MH Family Assistance Notice is generated the Template ID = APPR-FA	Critical	R3	hCentive
,		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			
E) Notices MH	EE.5.2	determination is provisional.	Critical	R3	hCentive
_,		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			
(C) Nationa MIL			Critical	Do	b0 and the
E) Notices MH	EE.5.3	3) Individual is not required to submit documentation.	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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			
E) Notices MH	EE.5.4	3) Individual is be required to submit documentation.	Critical	R3	hCentive
	LL.0.4	9.4.MassHealth Family Assistance Approval Notice :	Ontiodi	110	nocitive
		Ensure each individual gets a separate MH Family Assistance notice and has an included form			
E) Notices MH	EE.5.5	of F001	Critical	R3	hCentive
	EE.3.3		Chucai	RO	ncentive
		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			
		KM023 N Y			
		KM029 Y N			
		KM030 Y N			
		KM038 Y N			
		KM040 Y N			
		INSERT(S):			
E) Notices MH	EE.5.6	F001 Y Y	Critical	R3	hCentive
		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			
E) Notices MH	EE.5.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
		9.5.MassHealth Health Safety Net (HSN) Approval Notice :			
		Ensure when a Health Safety Net (HSN) Approval Notice is generated the template ID= APPR-	1		
		Ensure when a realith barely rec (nor) reproval reduce is generated the template ib= /i r r			

Worktrack	Name	Description	Priority	Release	System
		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			
(E) Notices MH	EE.6.2	provisional.	Critical	R3	hCentive
	22.0.2	9.5.MassHealth Health Safety Net (HSN) Approval Notice :	ontiour	110	noonavo
		Triggering Conditions -			
		1) There is an eligibility determination for an account,			
		AND			
		2) At least one individual is determined HSN eligible,			
		AND		<b>D</b> .0	
(E) Notices MH	EE.6.3	3) Individual is not required to submit documentation.	Critical	R3	hCentive
		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			
(E) Notices MH	EE.6.4	3) Individual is required to submit documentation.	Critical	R3	hCentive
( )		9.5.MassHealth Health Safety Net (HSN) Approval Notice :			
(E) Notices MH	EE.6.5	Ensure each individual gets a separate MH HSN notice and has an included form of F001	Critical	R3	hCentive
(2)		9.5.MassHealth Health Safety Net Approval Notice:	ornioui		lieenare
		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			
		KM020 Y N			
		KM030 Y N KM039 Y N			
		KM040 Y N			
		INSERT(S) :			
(E) Notices MH	EE.6.6	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
	FF 7 4	9.6.MassHealth Standard Approval Notice :	0.00	Da	
(E) Notices MH	EE.7.1	Ensure when a Standard Approval Notice is generated the template ID= APPR-STD	Critical	R3	hCentive
		O. C. Massel Jacobie Otan danal Assessed Nation			
		9.6.MassHealth Standard Approval Notice : If there is an Program determination and the applicant/member is eligible for MH Standard,then			
(E) Notices MH	EE.7.2	generate a MH Standard Approval Notice whether or not the determination is provisional.	Critical	R3	hCentive
	EE.7.2	9.6.MassHealth Standard Approval Notice :	Chucai	R3	ncentive
		Triggering Conditions :			
		1) There is an eligibility determination for an account,			
		AND			
		2) At least one individual is determined Standard eligible,			
		AND			
(E) Notices MH	EE.7.3	3) Individual is not required to submit documentation.	Critical	R3	hCentive
(_)		9.6.MassHealth Standard Approval Notice :	- Critical		
		Triggering Conditions :			
		1) There is an eligibility determination for an account,			
		AND			
		2) At least one individual is determined Standard eligible,			
		AND			
(E) Notices MH	EE.7.4	3) Individual is required to submit documentation.	Critical	R3	hCentive
		9.6.MassHealth Standard Approval Notice :			
		Ensure each individual gets a separate MassHealth Standard Approval notice and has an			
(E) Notices MH	EE.7.5	included form of F001	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
		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):			
E) Notices MH	EE.7.6	F001 Y Y	Critical	R3	hCentive
(2)		9.6.MassHealth Standard Approval Notice: The Key Messages specific to the notice are	ernicu.		
		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			
(E) Notices MH	EE.7.7	-F001 : Refer requirement EE.11.1 for complete details about this Form	Critical	R3	hCentive
		9.7.MassHealth Denial Notice :		-	
(E) Notices MH	EE.8.1	-Ensure when a Denial Notice is generated the Template ID = DENY-ALL	Critical	R3	hCentive
(_)		9.7.MassHealth Denial Notice :			
		If there is an Program determination and the applicant/member is ineligible for any MassHealth,			
(E) Notices MH	EE.8.2	CMSP, HSN, then generate a Deny-ALL Notice .	Critical	R3	hCentive
		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			
(E) Notices MH	EE.8.3	4) Denial Reason is anything except "Already recieving MassHealth".	Critical	R3	hCentive
	LE.0.3	14) Deniai Neason is anything except Aneday recleving Massmealth .	Cilical	113	Incentive

Worktrack	Name	Description	Priority	Release	System
		9.7.MassHealth Denial Notice :			
		Do not trigger this template if :			
(E) Notices MH	EE.8.4	If the only ineligibility reason is "Already Receiving MassHealth".	Critical	R3	hCentive
		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			
		<ol><li>The individual's previous eligibility is "INELIGIBLE".</li></ol>			
		AND			
E) Notices MH	EE.8.5	<ol> <li>Denial Reason is anything except "Already recieving MassHealth".</li> </ol>	Critical	R3	hCentive
		9.7.MassHealth Denial Notice :			
		Do not trigger this template if :			
(E) Notices MH	EE.8.6	If the only ineligibility reason is "Already Receiving MassHealth".	Critical	R3	hCentive
		9.7.MassHealth Denial Notice :			
		-Business Rule : Each eligible individual will get a separate notice and has an included form :			
E) Notices MH	EE.8.7	F001	Critical	R3	hCentive
		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) :			
E) Notices MH	EE.8.8	F001 Y Y	Critical	R3	hCentive
	LL.0.0	9.7.MassHealth Denial Notice :	Chucar	113	ncentive
		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 the Key Message.			
		-KM033 : Refer requirement EE.10.18 for complete details about this Key Message			
		-KM033 : 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			
	1				
E) Notices MH	FE80	-F001 : Refer requirement FF 11 1 for complete details about this Form	Critical	P3	hContivo
E) Notices MH	EE.8.9	-F001 : Refer requirement EE.11.1 for complete details about this Form 9.8.MassHealth Request for Additional Information :	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
	FF 0 40	9.8.MassHealth Request for Additional Information :	0.00	Do	
(E) Notices MH	EE.9.10	Only one template will be triggered for a HH per determination and has a included form : F003	Critical	R3	hCentive
		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			
		KM009 Y Y KM011 Y Y			
		KM010 N Y			
		KM012 Y Y			
		KM012 T T T			
		KM015 Y N			
		KM016 Y Y			
		KM010 Y Y			
		KM035 Y Y			
		KM035 Y Y			
		KM030 Y N			
		KM040 Y N			
		INSERT(S) :			
(E) Notices MH	EE.9.11	F003 Y TBD	Critical	R3	hCentive
	22.3.11	9.8.MassHealth Request for Additional Information :	Ontiour		nocitive
		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			
(E) Notices MH	EE.9.12	-F003 : Refer requirement EE.11.2 for complete details about this Form	Critical	R3	hCentive
(2)		9.8.MassHealth Request for Additional Information :	- Critical		
		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			
(E) Notices MH	EE.9.2	eligibility information.	Critical	R3	hCentive
		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			

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
		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			
(E) Notices MH	EE.9.6	asks that they submit documentation to verify eligibility information. 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	Critical	R3	hCentive
E) Notices MH	EE.9.7	determined provisionally eligible and asks that they submit documentation to verify eligibility information. 9.8.MassHealth Request for Additional Information :The Request for Information letter is sent to	Critical	R3	hCentive
		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			
(E) Notices MH	EE.9.8	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	Critical	R3	hCentive
(E) Notices MH	EE.9.9	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. 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)	Critical	R3	hCentive
F) Disability/MMIS MH	FF.1.11	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
		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			
F) Disability/MMIS MH	FF.1.12	or immigration changes	Critical	R3	hCentive
· , _ · · · · · · · · · · · · · · · · ·		hCentive shall have the ability to create the Disability report in a .CSV format with the fields as			
F) Disability/MMIS MH	FF.1.13	given in the attached Disability Report mapping document	Critical	R3	hCentive
	11.1.10	hCentive shall have the ability to create the Disability report as a non cumulative report of all	ontiour		nocitive
F) Disability/MMIS MH	FF.1.14	applications per day that satisy the disability report selection criteria	Critical	R3	hCentive
	11.1.14	hCentive shall have the ability to create the Disability report on a daily basis (as part of end of	Cilical	11.5	ncentive
			Critical	<b>D</b> 2	h Contine
F) Disability/MMIS MH	FF.1.15	day processing)	Critical	R3	hCentive
	FF 4 40	hCentive shall have the ability to deliver the Disability report to the MA21 system via the	0.00	Do	
F) Disability/MMIS MH	FF.1.16	Interchange file delivery method	Critical	R3	hCentive
		hCentive shall have the ability to evaluate the household of the disabled individual for both			
(F) Disability/MMIS MH	FF.1.17	MassHealth and QHP eligibility	Critical	R3	hCentive
		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			
F) Disability/MMIS MH	FF.1.18	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
, ,		hCentive shall have the ability to identify that an applicant has been deemed disabled by SSA			
F) Disability/MMIS MH	FF.1.5	(receiving Title II income from SSA)	Critical	R3	hCentive
	111.1.0	hCentive shall have the ability to evaluate the household of the disabled individual for	ontiour		noonavo
F) Disability/MMIS MH	FF.1.6	MassHealth eligibility	Critical	R3	hCentive
	11.1.0	hCentive shall have the ability to evaluate the household of the disabled individual for QHP	Ontical	110	noentive
	FF.1.7		Critical	R3	hCentive
F) Disability/MMIS MH	FF.1.7		Chucai	RJ	ncentive
		hCentive shall have the ability to allow a disabled individual that is assessed QHP to shop for a			
F) Disability/MMIS MH	FF.1.8	QHP plan	Critical	R3	hCentive
		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			
F) Disability/MMIS MH	FF.1.9	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
		hCentive .xml Transactions must be mapped appropriately from data entered into a member			
F) Disability/MMIS MH	FF.2.11	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 appropriate Start and End Dates based upon Business Rules	Critical	R3	hCentive
	11.2.10		Gritical	11.5	ncentive
	FF 0 47	hCentive Transactions will process correctly in MMIS with and without MMIS id (new and	Critical	Do	h Contine
F) Disability/MMIS MH	FF.2.17	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
		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			
F) Disability/MMIS MH	FF.2.2	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
		Ensure LEC and redeterminations will appropriately open/close/update eligibility in MMIS (verify			
(F) Disability/MMIS MH	FF.2.21	- 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
	FF.2.23	Doot Elizibility Transactions should record when MMIC Doct Elizibility Convises and the statistic	Critical	R3	hCentive
(F) Disability/MMIS MH		Post Eligibility Transactions should resend when MMIS Post Eligibility Services aren't available	Critical		
(F) Disability/MMIS MH	FF.2.24	Ensure hCentive won't create unnecessary eligibility segments in MMIS The appropriate member eligibility should be found when SS# is not unique within the MMIS	Critical	R3	hCentive
	FF 0.05		Critical	R3	h Contine
(F) Disability/MMIS MH	FF.2.25	Database	Critical	R3	hCentive
	FF.2.26	The appropriate member eligibility should be found No SS# is available but the member is in MMIS	Critical	R3	h Contine
F) Disability/MMIS MH	FF.2.20		Critical Critical	R3	hCentive hCentive
F) Disability/MMIS MH		The appropriate member eligibility should be found Multiple MMIS IDs are returned			
F) Disability/MMIS MH	FF.2.28	The appropriate member eligibility should be found when SS# is unique for a member	Critical	R3	hCentive
	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.2.29		Critical	R3	ncentive
		hCentive will need to provide a post eligibility file of data element/data fields to the MMIS			
	FF 0 0	system. These data elements and/or data fields will be transmitted post eligibility from hCentive	Oritical	Da	h O anti-ra
(F) Disability/MMIS MH	FF.2.3	to the MMIS data base for Eligibility Demographic - R	Critical	R3	hCentive
	FF.2.30	Member eligibility should not be found when the member does not exist in MMIS - even with	Critical	R3	hCentive
(F) Disability/MMIS MH	FF.2.30	similar demographics	Chucai	r s	ncentive
		"hCentive will need to provide a member detail response file of data element/data fields to the			
	FF 0.04	MMIS system. These data elements and/or data fields will be transmitted from hCentive to the	0.00	Do	
(F) Disability/MMIS MH	FF.2.31	MMIS data base'	Critical	R3	hCentive
		"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			
F) Disability/MMIS MH	FF.2.32	hCentive to the MMIS data base	Critical	R3	hCentive
		"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			
(F) Disability/MMIS MH	FF.2.33	data base'	Critical	R3	hCentive
		"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			
(F) Disability/MMIS MH	FF.2.34	MMIS data base'	Critical	R3	hCentive
		'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			
(F) Disability/MMIS MH	FF.2.35	data base'	Critical	R3	hCentive
		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			
F) Disability/MMIS MH	FF.2.4	to the MMIS data base for Member Case - R	Critical	R3	hCentive
		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			
(F) Disability/MMIS MH	FF.2.5	to the MMIS data base for Member Eligibility - R	Critical	R3	hCentive
		MMIS Response: MMIS will provide a response transaction to hCentive that include the fields in			
(F) Disability/MMIS MH	FF.2.6	the "Response – R" attachment	Critical	R3	hCentive
		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"			
F) Disability/MMIS MH	FF.2.7	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
		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			
G) Back Office	G.1.1	qualifying events(trigger events) - defined as an individual who is enrolled, a sub or dependent	Critical	R3	hCentive

Worktrack	Name	Description	Priority	Release	System
	0.4.40	The system will allow the member or applicant to change application and/or trigger event	0.00	Do	
(G) Back Office	G.1.12	information before the coverage effective date The System will have the ability to allow the CSR to retroactively or prospectively enroll or	Critical	R3	hCentive
		disenroll members/applicants based on life event reported (e.g., Birth, Adoption, Foster Care			
(G) Back Office	G.1.13	placement, Death of subscriber)	Critical	R3	hCentive
	0.1.10	The system will have the ability to allow CSR on behalf of the member to choose a new plan or	Ontioar		noenave
(G) Back Office	G.1.14	keep existing plan if available	Critical	R3	hCentive
		The system will have the ability to allow the member to choose a new plan or keep existing plan			
(G) Back Office	G.1.15	if available	Critical	R3	hCentive
		The system will have the ability to allow the CSR on behalf of the member, to shop or re-shop			
(G) Back Office	G.1.16	based on life event change and/or eligibility impacting change being reported	Critical	R3	hCentive
		The System will have the ability to allow the member to add a new dependent to the current			
(G) Back Office	G.1.17	plan and/or allow shopping for dependent.	Critical	R3	hCentive
		The system will allow the member the chility to report a change to the household via the report			
		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) -			
G) Back Office	G.1.2	defined as an individual who is enrolled, a sub or dependent	Critical	R3	hCentive
-,		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			
G) Back Office	G.1.20	but going from a single to a family plan)	Important	R3	hCentive
		The System will have the ability to obtain and display rerate information based on updated			
G) Back Office	G.1.21	family composition.	Important	R3	hCentive
		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			
G) Back Office	G.1.22	-OPP Waiver	Useful	R3	hCentive
		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			
G) Back Office	G.1.23	-Gain/loss of eligibility for the tax credit (APTC) or cost sharing reduction -Report of Native American status	Important	R3	hCentive
G) Back Office	6.1.23	The System will have the ability to ascertain which family members/applicants are allowed to	important	13	ncentive
		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			
G) Back Office	G.1.24	service area.	Important	R3	hCentive
		The System will have the ability to stop a user from enrolling in a plan if that user is already			
G) Back Office	G.1.25	enrolled in another plan.	Useful	R3	hCentive

Norktrack	Name	Description	Priority	Release	System
		The System will have the ability to differentiate how subscribers/applicants, spouses, and			
G) Back Office	G.1.26	dependents are handled for the change being reported.	Useful	R3	hCentive
		The System will have the ability to undo enrollment updates as a result of changes reported			
G) Back Office	G.1.27	and communicate cause and effect to those entities requiring this information (user, FMS, etc.).	Important	R3	hCentive
G) Back Office	0.1.27	The System will retain information related to inactive member/applicants with the ability to	important	R3	ncentive
G) Back Office	G.1.28		Important	R3	hcentive
,		reactivate, as needed.	Important	R3	
G) Back Office	G.1.29	The system will allow the CSR the ability to pend changes prior to submission The system will allow through report a change functionality the ability to have the member	Important	R3	hCentive
		, , , ,			
		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			
	0.4.0	enrolled member in QHP medical plan requests to add dental, enrolled member in QDP dental		<b>D</b> 0	
G) Back Office	G.1.3	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
		The system will have the ability once termination has been processed to populate 834 report to			
G) Back Office	G.1.38	be transmitted to Carrier	Critical	R3	hCentive
		The system will allow the CSR on behalf of the member the ability to make changes to the			
G) Back Office	G.1.4	individual's application before enrollment is effectuated and/or submitted	Critical	R3	hCentive
		The system will allow the CSR on behalf of the member the ability to make changes to the			
G) Back Office	G.1.5	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
		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)			
G) Back Office	G.1.7	-Change from sub v unsubsidized or vice versa	Critical	R3	hCentive
		The system will have the ability to electronically verify member information using trusted			
G) Back Office	G.2.1	electronic data sources inclusive of FDSH and non-FDSH sources (i.e. Lexus Nexus)	Critical	R3	hCentive
		The system will have the ability to trigger the start of of the 90 + 5 time clock from the date of			
G) Back Office	G.2.11	the program determination until expiration / end date by stopping the timeclock	Useful	R3	hCentive
		The system will allow an agent to ensure all documentation has been processed for the			
G) Back Office	G.2.18	household before a re-determination is triggered	Critical	R3	hCentive
		The system will display household relationships and the verification items outstanding for each			
G) Back Office	G.2.19	member of the household	Critical	R3	hCentive
		The system will have the ability to receive and store hub data responses for verification			
G) Back Office	G.2.2	information	Critical	R3	hCentive
		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			
G) Back Office	G.2.3	frame	Critical	R3	hcentive
,		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
3) Back Office	G.2.4	The data match and a manual vernication is required	Unitical	183	Incentive
G) Back Office	G.2.4	The system will have the ability to trigger a specific notice requesting verification information for	Chlical	КJ	ncentive

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
C) Dack Office	0.2.0	The system will allow the agent to override identity proofing failure within the system and allow	Cilical	110	noentive
G) Back Office	G.2.7	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	0.2.9	The system will have the ability to display the member or household record when searched	Important	N3	licentive
		using:			
		a. External ID			
		b. Email ID			
		c. First name			
		d. Last name			
		e. DOB			
		f. SSN			
	0.14		Oritical	Da	h O anti-
G) Back Office	G.4.1	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	0.4.10	The system will allow CSR to view how system apportioned APTC based on MAX APTC; FPL;	Userui	1.5	ncentive
G) Back Office	G.4.11	Age: Tax household composition: Shopping composition	Critical	R3	hCentive
G) Back Office	6.4.11	Age, Tax household composition, Shopping composition	Chucar	RS	ncenuve
		The system will allow the CSR the ability to update an exisiting draft application (In Progress)			
G) Back Office	G.4.15	and ensure required fields are captured before proceeding through the application	Critical	R3	hCentive
G) Back Office	0.4.15		Childan	R3	ncentive
C) Book Office	G.4.16	The system will allow the CSR to adjust APTC per member request within allowable APTC total	Important	R3	bC anting
G) Back Office	G.4.10	for subscriber/family	Important	кэ	hCentive
(C) Book Office	0 4 47	The system will allow the CSR to designate an individual as a PSI/ARD and note on account	Important	Do	h Contine
G) Back Office	G.4.17	(PSI/ARD/Navigator/CAC)	Important Critical	R3 R3	hCentive
G) Back Office	G.4.18	The system will allow the CSR to view delegation of authority information	Critical	кэ	hCentive
C) Book Office	G.4.19	The system will allow an applicant to process and reset their own passwords and security	Critical	R3	Optum ID
G) Back Office	G.4.19	questions	Chucai	RJ	OptumiD
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	0.4.20	The system should have the ability to apply user roles allowing varying access to member	Critical	NO	noenave
		information. The identified user roles:			
		1. Customer Service Representative "On behalf of"			
G) Back Office	G.4.21	2. Back Office	Critical	R3	hCentive
G) Back Office	0.4.21	z. back office	Childan		Incentive
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
	0.4.7	The system will allow the agent to mark the source of the application (i.e. paper, telephonic,	Onacar		noenave
G) Back Office	G.5.22	etc.)	Critical	R3	hCentive
C) Dack Office	0.0.22	The system will allow the agent to enter and submit all member application data from paper	Cinical	110	noenave
G) Back Office	G.5.23	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.5.24 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 allow the Appeal Agent to make required changes to the member record. 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	0.0.25	, , , , , , , , , , , , , , , , , , , ,	Gritical	1.3	ncentive
C) Book Office	0.6.00	The system will navigate the appellant from hCentive to the appeals form in the AVV when the	Critical	R3	hContine.
G) Back Office	G.6.26	appellant clicks the URL	Chucal	rt 3	hCentive
O) Deals Office	0.0.07	The system will open the online Appeals Form in a new window when the appellant clicks the	Critical		L C anti-u
G) Back Office	G.6.27	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
		The system will be able to provide directions to refer appellants to Customer Service for non-			
(G) Back Office	G.6.35	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
			<ul> <li>Managed network services</li> </ul>
			Managed storage services
			<ul> <li>Managed monitoring and reporting services</li> </ul>
			Managed security services
			Contractor shall make no assumptions about the specifics of the managed service platform.
17	Other	Managed	Solution components will not degrade existing security levels for any of the HIX/IES Entities' secure
		Services	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	Automated	The solution will undergo performance testing using tools such as HP LoadRunner.
	Testing	Testing	
	Requirement	U	
26	Performance	None	The MA/HIX Program shall conduct rigorous End-To-End Performance Testing across all vendors and
	Testing		solution components in order to identify any potential performance issues PRIOR to the go live date.
	Requirement		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	Scenarios	End-To-End User Scenarios for the major paths through the solution set are to be used to ensure
	Testing		rigorous Performance Testing across all vendors and solution components.
	Requirement		
28	Records	None	MassForge is to be used as the project documentation repository
	Management		
29	Release	Release	The solution will meet Code and Release Management requirements, and this section provides an
	Management	Management	overview of these requirements. Continuous Delivery Framework to automate all facets of building,
	Process		integrating, testing, and deploying software.
	Requirement		
30	Release	Release	The solution will meet Code and Release Management requirements, and this section provides an
	Management	Management	overview of these requirements. A source code version control process that:
	Process		<ul> <li>Maintains versions of all changes made;</li> </ul>
	Requirement		<ul> <li>Records what the changes were;</li> </ul>
			<ul> <li>Traces changes to requirements;</li> </ul>
			<ul> <li>Records date and time stamps of when the changes were recorded;</li> </ul>
			<ul> <li>Records who made the changes; and</li> </ul>
			<ul> <li>Provides the capability to restore previous versions.</li> </ul>
31	Release	Release	The solution will meet Code and Release Management requirements, and this section provides an
		N 4	overview of these requirements. A source code version control system to support this process and
	Management	Management	over new of these requirements. A source code version control system to support this process and
	Management Process	Management	follow the source code version control process as approved by MassIT.
	-	Management	
32	Process	Hosting	
32	Process Requirement		follow the source code version control process as approved by MassIT.
32	Process Requirement	Hosting	follow the source code version control process as approved by MassIT.
32	Process Requirement	Hosting Operational	follow the source code version control process as approved by MassIT.
	Process Requirement Reporting	Hosting Operational Reporting	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components.
	Process Requirement Reporting	Hosting Operational Reporting Hosting	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of
	Process Requirement Reporting	Hosting Operational Reporting Hosting Operational	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of
33	Process Requirement Reporting Reporting	Hosting Operational Reporting Hosting Operational Reporting	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads
33 34	Process Requirement Reporting Reporting Reporting	Hosting Operational Reporting Hosting Operational Reporting Operational	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads The HIX/IES solution will be monitored by performance monitor tool such as CA Wily.
33 34 35	Process Requirement Reporting Reporting Reporting Reporting	Hosting Operational Reporting Hosting Operational Reporting Operational Operational	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads The HIX/IES solution will be monitored by performance monitor tool such as CA Wily. The solution will incorporate robust and rigorously tested backup and restore capabilities.
33 34 35	Process Requirement Reporting Reporting Reporting Reporting	Hosting Operational Reporting Hosting Operational Reporting Operational Operational	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads The HIX/IES solution will be monitored by performance monitor tool such as CA Wily. The solution will incorporate robust and rigorously tested backup and restore capabilities. The application solution will be capable of restart and recovery after system failure with no loss of data
33 34 35 36	Process Requirement Reporting Reporting Reporting Reporting Reporting	Hosting Operational Reporting Hosting Operational Reporting Operational Operational Operational	follow the source code version control process as approved by MassIT. The solution will have an appropriate level of transaction logging for all relevant components. The transactional logging must minimize the impact on performance to allow efficient processing of anticipated peak loads The HIX/IES solution will be monitored by performance monitor tool such as CA Wily. The solution will incorporate robust and rigorously tested backup and restore capabilities. The application solution will be capable of restart and recovery after system failure with no loss of data or software components.

			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	<ul> <li>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:</li> <li>Access Control (AC)</li> <li>Audit and Accountability (AU)</li> <li>Identification and Authentication (IA)</li> <li>System and Communications Protection (SC)</li> </ul>
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 suc 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 ensur 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:
			<ul> <li>Defining, creating, managing, updating/reloading, and administering test data sufficient to ensure successful results for all test activities.</li> <li>Develop a comprehensive Test Plan and Test Cases, and providing reports which reflect the state of testing, test results, identified defects.</li> </ul>
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