

**EXHIBIT B-4**

**Task Order No. 4**

**Federal Facilitated Marketplace (FFM)**

TABLE OF CONTENTS

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	Page
I. Summary .....	2
II. Services .....	2
A. Description of Services .....	2
B. Invoicing and Payment.....	3
C. Not-to-Exceed Price .....	4
III. Project Managers.....	4
IV. Exhibits .....	4

## **EXHIBIT B-4**

### **Task Order No. 4**

#### **Time-and-Materials Task Order**

#### **Federal Facilitated Marketplace (FFM)**

This Task Order No. 4 (this “Task Order”) is entered into as of September 30, 2014 (the “Effective Date”) under that certain Master Services Agreement between Client and Contractor dated as of September 30, 2014 (the “MSA”), and describes certain Services under the MSA. Capitalized terms used herein but not defined shall have the meanings set forth in the MSA.

#### **I. Summary**

This Task Order describes T&M Services delivered during the Term as set forth below, related to Client’s use of FFM, as an alternate solution to support the 2015 open enrollment period.

The term of this Task Order is May 1, 2014 through August 8, 2014 (the “Term”). As of the Effective Date, the Services and Project Works described in this Task Order have been authorized by Client and provided and delivered by Contractor. Provision of the Services, as such Services are described herein, is complete as of the Effective Date. Contractor shall deliver to Client an invoice(s) in accordance with Section II.B of this Task Order for Client’s review. After completing its review of such invoice(s), Client will make payment to Contractor in accordance with Section II.B of this Task Order. For the avoidance of doubt, nothing in this Task Order shall limit Client’s rights under Section 12.1 of the MSA and Section 3 of the Commonwealth Terms.

#### **II. Services**

##### **A. Description of Services**

The Services under this Task Order are as generally described in Exhibit A. A listing of certain of the Project Works delivered as a result of the provision of the Services described in Exhibit A is provided in Exhibit B. All provisions in this Task Order and the provisions of the MSA that are applicable to T&M Services shall apply to the provision of the Services described in Exhibit A, notwithstanding the provision of such Services prior to the Effective Date of this Task Order.

Due to the emergency nature of the procurement of Services under the MSA and this Task Order, the parties agree that provisions of the MSA that require Contractor to implement or adhere to the CommonWay Methodology do not apply to the Services provided under this Task Order. Notwithstanding Section 5.12 of the MSA, Contractor shall only be required to include in the Repository the final version of the Project Works listed in Exhibit B. Deposit of the copies of the Project Works gathered by Client and Contractor in accordance with this paragraph shall meet Contractor’s obligations under Section 5.12 of the MSA with regard to the Project Works that were delivered to Client under this Task Order. Additionally, in the performance of this Task Order, Contractor was not required to provide a staffing plan in accordance with Section 22.1(a) of the MSA.

## **B. Invoicing and Payment**

Invoices for Services provided under this Task Order shall be in Excel format, the form of such invoice to be mutually agreed between the parties. Without limiting the foregoing, invoices must contain the following:

- Contractor's name and address; invoice date; MSA number; name, title, phone number, and email and mailing address of the individual to be notified in the event of a questions concerning the invoice(s);
- the name, labor category and rate of each resource delivering Services during the period covered by the invoice; and
- the following detail with respect to Services performed by each resource: either (i) for Services performed on or prior to September 30, 2014, the total number of hours the resource performed for Services under this Task Order for the month covered by the invoice, or (ii) for Services performed after September 30, 2014, the dates and number of hours by day that the resource performed for Services under this Task Order for the month covered by the invoice; and
- total amount charged on a monthly basis for each resource.

In addition, with respect to invoices for Other Costs (as defined below), except for Per Diem Allowances (as defined below), Contractor must provide a monthly summary of Other Costs 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. "Per Diem Allowances" means allowances for meals and incidental expenses paid to resources that are required to travel in order to perform Services under this Task Order, which will be paid for the 02108 zip code in accordance with the rates specified by the U.S. General Services Administration (<http://www.gsa.gov/portal/category/100120>). Partial per diems, not full per diems, will be used for travel days. When claiming reimbursement for Per Diem Allowances, Contractor shall provide the name of the applicable resource and the days on which he/she was traveling for the applicable period.

Client shall pay Contractor for the Services provided and listed in Exhibit A in accordance with the invoicing and payment provisions of the MSA and the Commonwealth Terms. Client shall review and pay invoices in accordance with the time frames set forth in the Commonwealth Terms. Notwithstanding the foregoing, for invoices relating to Services performed prior to the Effective Date of this Task Order, the parties agree that Client will review, accept, and pay invoices within sixty (60) calendar days after receipt.

Client shall have the right to conduct sample-based reviews of invoices provided under this Task Order. To facilitate such sample-based reviews, Client may request and Contractor shall provide to Client detail to substantiate the hours and expenses invoiced. Should any review by Client reveal that there was an overpayment by Client, Contractor shall provide Client with a credit on future invoices under the Agreement in an amount equal to the overage. If, as a result of an audit

by Client, it is determined that Contractor overcharged Client five percent (5%) or more on any given invoice, Contractor will reimburse Client for its costs and expenses associated with the audit.

**C. Not-to-Exceed Price**

This Task Order includes a Not-to-Exceed Price (“NTE Price”) of \$1,230,000. The NTE Price constitutes a ceiling that Contractor may not exceed without Client’s prior written approval. The NTE Price includes all hourly professional fees incurred in the provision of the Services plus other costs incurred in providing the Services, including, but not limited to, all travel and related out-of-pocket expenses (“Other Costs”).

**III. Project Managers**

The Project Managers for Contractor and Client for this Task Order are set forth below.

Contractor: [REDACTED]  
Client: [REDACTED]

**IV. Exhibits**

- Exhibit A Description of Services
- Exhibit B Project Works

## **Exhibit A**

### **Description of Services**

- Task 1      Jointly prepare and develop with Client a project charter for FFM.
- Task 2      Jointly prepare and develop with Client an overall FFM Project Plan as well as a Plan Management (PM) Project Plan (together, the “Project Plans”), which include the dates, tasks and generic resource requirements for performance of the tasks.
- Task 3      On a weekly basis, communicate the previous week’s accomplishments, tasks to be completed the following week, major risk/issues and high level milestones planned for the next month through the FFM Weekly Dashboard.
- Task 4      Provide support to Client and the Commonwealth Connector Authority (“CCA”) in their development of common rules sets (“Common Rules Sets”) for Qualified Health Plans (QHPs) and Qualified Dental Plans (QDPs) for 2015 System for Electronic Rate and Form Filing (“SERFF”) benefits templates, to guide and support Issuers in completing all required 2015 SERFF benefits templates.
- Task 5      Perform verification and re-verification, after correction, that 2015 SERFF benefits templates submitted by issuers to CCA and the Massachusetts Division of Insurance (“Division of Insurance”) uniformly leverage the Common Rules Sets.
- Task 6      Create rate templates for each plan using the 2014 rate schedule for each plan offered by each Issuer.
- Task 7      Develop an Issuer User Acceptance Testing (“UAT”) plan, which sets forth the plan to be followed to facilitate Issuers’ UAT testing to demonstrate that benefit plans were displaying properly. Develop templates to allow Issuers to report defects (“Issuer Defect Template”) and test scripts for Issuers to utilize during UAT (“Issuer Test Scripts”).
- Task 8      Provide support for Issuer UAT testing at Client’s facilities at One Congress, Boston, MA.
- Task 9      Provide Issuer education and training with regard to FFM, including FFM orientation, demonstrations of capabilities of FFM and facilitation of access to FFM processes. Demonstrate end-to-end testing approach for FFM and review testing approach and testing plans with respect to plan preview and shopping.
- Subtask 9.1 – Participate in weekly Issuer training and in-person knowledge transfer with regard to FFM, including answering questions, performing demonstrations and presenting overviews.
- Task 10     Meet and collaborate with CCA and the advocate community to discuss and identify various ways and alternatives to operationalize a solution for State Wrap

since the State Wrap program are not be supported by the FFM.

- Task 11 Provide oversight with respect to the implementation of Dell, Inc.'s ("Dell") project plan to verify that Dell was on schedule. Raised any concerns regarding Dell's schedule to Client. Meet with Dell three (3) times per week to verify Dell's performance was consistent with Dell's project plan. Provided sample 834s to Dell for Proof of Concept ("POC") testing by Dell. Finally, incorporate Dell's project plan into Project Plans and built integrated testing timeframe after each successful Dell release.
- Task 12 Develop FFM master test plan and wrote one-hundred and one (101) end-to-end test cases.
- Task 13 Provide requirements for account transfer for FFM, supervised development of account transfer Phase I work around process and Phase II system component.
- Task 14 Provide support and subject matter expertise to the Medicaid Management Information System ("MMIS") team working on the development of Non-Employer Sponsored Minimum Essential Coverage ("Non-ESI MEC") service. Participate in multiple meetings with MMIS, CCA and Federal Data Services Hub ("FDSH"), provide requirements and facilitated discussions needed with FDSH, supervise development of Non-ESI MEC service.
- Task 15 Provide overall subject matter expert support, on an as-needed basis, including answering questions regarding FFM.

## Exhibit B

### Project Works

	<b>Document Name</b>
1.	FFM Charter
2.	FFM Project Plan
3.	Plan Management Project Plan
4.	FFM Weekly Dashboard
5.	Rate Templates
6.	Issuer Testing Engagement Plan
7.	Issuer Defect Templates
8.	Issuer Test Scripts
9.	FFM Master Test Plan
10.	End to End Test Cases