

## EXHIBIT B-5

### Task Order No. 5

#### Business Operations

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## **Task Order No. 5**

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

#### **Business Operations**

This Task Order No. 5 (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 (the “Services”) related to certain business operations services (“Business Operations”).

The term of this Task Order is May 1, 2014 through December 31, 2014 (the “Term”). Certain of the Services and Project Works, those described in Exhibit A, Part II and Exhibit B, were authorized by Client and provided and delivered by Contractor before the Effective Date of this Task Order. In addition, certain of the Services, those described in Exhibit A, Part I.A, were authorized by Client and provided by Contractor before the Effective Date of this Task Order, which Services will continue to be provided after the Effective Date. Provision of these Services, as such Services are described in Exhibit A, Part II and as certain of such Services are described in Exhibit A, Part I.A, is complete as of the Effective Date of this Task Order.

As described on Exhibit A, Part I, certain Services will be provided after the Effective Date of this Task Order.

#### **II. Services**

The Services under this Task Order are as generally described in Exhibit A. The Services described in Exhibit A, as well as other Services that may be added to this Task Order in the future pursuant to mutually agreed to Change Orders shall be identified as separate tasks (“Tasks”). The individual requirements pertaining to each Task shall be set forth in Exhibit C including, but not limited to (i) the performance dates for the Task, (ii) the maximum approved staffing in terms of the number of individuals that are to bill to the Task, (iii) whether advance written approval by the Client’s Project Manager is required for hours worked by a single resource over forty (40) hours in a single calendar week (“Excess Hours”) for the Personnel performing the Task, (iv) the Facility and Technology Resources that are to be provided by Client for the Task and (v) the type of training required for the Personnel performing under the Task.

Contractor has provided the Services set forth in Exhibit A, Part II prior to the Effective Date of this Task Order. In addition, Contractor has provided certain of the Services set forth in Exhibit A, Part I.A. prior to the Effective Date of this Task Order, which Services will continue to be provided after the Effective Date. A listing of certain of the Project Works delivered prior to the Effective Date as a result of the provision of the Services described on Exhibit A, Part II is

provided in Exhibit B. For the avoidance of doubt, the parties agree that the MSA will apply to Services set forth in Exhibit A provided 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 following do not apply to the Services provided under this Task Order: (i) CommonWay Methodology; (ii) CMS (as that term is defined in the MSA) artifacts regarding life cycle development; (iii) the Application Development Processes set forth in Exhibit L of the MSA; and (iv) the quality control standards set forth in the MSA, including those set forth in Exhibit T to the MSA, entitled "Quality Control Standards." Notwithstanding Section 5.12 of the MSA, for Project Works delivered prior to the Effective Date, Contractor shall only be required to include in the Repository the final version of the Project Works listed in Exhibit B, which are acknowledged by both parties to be included in the Repository as of the Effective Date of this Task Order. 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 prior to the Effective Date.

#### **A. Project Management**

##### **1. Project Managers**

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

Contractor: [REDACTED]

Client: [REDACTED]

##### **2. Key Personnel**

The Key Personnel for this Task Order are set forth below:

[REDACTED] (effective until December 31, 2014)

[REDACTED] (effective until December 31, 2014)

#### **B. Staffing Plan**

Contractor shall deliver to Client an initial staffing plan for this Task Order which will cover the period beginning on October 6, 2014. For the avoidance of doubt, the provisions of Section 22.1(a) of the MSA shall only apply prospectively. The Project Managers will review the staffing plan on a weekly basis during the term of this Task Order and will agree to any increases or decreases in staffing levels, as well as any Excess Hours that will be permitted by Non-Exempt Employees.

### **C. 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 question 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.

**D. Not-to-Exceed Price**

This Task Order includes a Not-to-Exceed Price (“NTE Price”) of \$8,600,000. 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. Client Provided Facility Resources and Technology Resources**

Client will provide both the Facility Resources and Technology Resources set forth in Table 1 of Exhibit C that are necessary to support the Services provided by Contractor.

**IV. Exhibits**

Exhibit A	Description of Services
	A.1 General Description of Services
	A.2 Description of Services Provided Prior to Term
Exhibit B	Project Works
Exhibit C	Tasks

## **Exhibit A**

### **Description of Services**

#### **I. General Description of Services**

##### **A. Task 1- CCA Escalation; Case Management Support**

Contractor will perform escalation support to resolve member issues up to end of November 2014.

- Client Responsibilities:
  - Provide ongoing user access and maintenance support (Dell and ITD).

##### **B. Task 2 - 2015 Open Enrollment and Member Transition Operations Support**

Contractor will provide 53 Level 1 Staff (described in Table 2 to Exhibit C) and coaches in November and December 2014 to augment operations work for 2015 open enrollment and member transition efforts, including data entry of applications, entry of missing critical data and outbound/inbound call support and management of tasks. Contractor will attend “train-the-trainer” sessions conducted by Client and will utilize the training material provided by Client to train the Level 1 Staff.

- Client Responsibilities:
  - Provide training materials and conduct “train-the-trainer” sessions for the first line support staff; and
  - Provide all necessary system access to first line support staff and other Contractor Personnel to process Level 1 Staff.

#### **II. Description of Services Provided Prior to Term**

##### **A. Task 3 - 400% FPL Population migration and disenrollment out of Temporary Coverage.**

Contractor and Client developed the end-to-end process for the migration of a subset of the >400% FPL Population out of AA Temporary Coverage, including analyzing and preparing the >400% FPL Population member list, developing the outreach campaign and process, facilitating the development of notices, facilitating the disenrollment process and supporting the build of the appeals process. Contractor executed the outbound call and letter campaign with respect to the subset of the >400% FPL Population and facilitated the disenrollment of the >400% FPL Population from AA Temporary Coverage.

##### **B. Task 4 - Development of Business Requirements for, Build and Deploy Escalation Tool.**

Contractor developed a set of business requirements for the Escalation Tool and built and deployed the Escalation Tool to improve escalation.

### **C. Task 5 - Development of Business Requirements for, Build and Deploy Closed Enrollment Verification Tool**

Contractor developed a set of business requirements for the Closed Enrollment Verification Tool and built and deployed the Closed Enrollment Verification Tool to support CCA in the closed enrollment verification process.

**Exhibit B**  
**Project Works**

<b>Item</b>	<b>Document Name</b>
1	Escalation Tool Requirements Document
2	Closed Enrollment Verification Tool Requirements Document
3	Final Report of >400% FPL Temporary Coverage Analysis
4	Letters and notices for >400% FPL enrollees targeted for disenrollment
5	Deployed Escalation Tool
6	Deployed Closed Enrollment Verification Tool



## Exhibit C

### Tasks

**Table 1- Approved Maximum Staffing**

Task	Task Description	Duration	Lead time to add Resource	Project Mngr	Lev. 1 Staff	Lev. 1 Coach / Mngr	Bus. Analyst	Project Resource	Total FTEs	Staffing Guidelines	Training Guidelines
1	CCA Escalation and Case Management Support	5/1/2014-11/30/14	2 weeks				2		2		Client will provide training material and train Contractor managers who will then train the Contractor staff.
2	2015 Open Enrollment and Member Transition Operations Support	10/1/2014 - 12/31/14	6 weeks	2	53	4		2	61	<p>No Level 1 Staff may work Excess Hours without advanced written approval from the Client Project Manager for this task order.</p> <p>Increases or reductions to standard hours worked for either full-time or part-time staff must be communicated to the Client Project Manager on a weekly basis.</p>	Client will provide training material and train Contractor managers who will then train the Contractor staff.
3	400% FPL Population migration	5/1/14 - 7/31/14	Not defined since						0	Not defined since term of task is over.	Not defined since term of task is over.

Task	Task Description	Duration	Lead time to add Resource	Project Mngr	Lev. 1 Staff	Lev. 1 Coach / Mngr	Bus. Analyst	Project Resource	Total FTEs	Staffing Guidelines	Training Guidelines
	and disenrollment out of AA Temporary Coverage.		term of task is over.								
4	Development of Business Requirements for, Build and Deploy Escalation Tool.	5/1/14 - 7/31/14	Not defined since term of task is over.						0	Not defined since term of task is over.	Not defined since term of task is over.
5	Development of Business Requirements for, Build and Deploy Closed Enrollment Verification Tool	5/1/14 - 7/31/14	Not defined since term of task is over.						0	Not defined since term of task is over.	Not defined since term of task is over.
			<b>Total</b>	<b>2</b>	<b>53</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>63</b>		

*Notes: Lead time is measured as the time from the point of Client identifying an additional resource need to the person being ready to perform the service needed.*

**Table 1- Approved Maximum Staffing (cont'd)**

Task	Task Description	Facility Resources	Technology Resources
1	CCA Escalation and Case Management Support	<p>Standard and customary access to Client facilities where the Services are required to be provided during business hours, as outlined in this Task Order.</p> <p>Badge access, if required to provide the Services, for required personnel to One Congress Street, Boston, MA, outside of normal business hours.</p>	<p>Network, desktop computing environment and internet access as required to support the Services.</p> <p>Access to any specific third party products or services that are necessary to support the Services.</p> <p>Any hardware, telecommunications and other technology resources that are necessary to support the Services.</p>
2	2015 Open Enrollment and Member Transition Operations Support	<p>Standard and customary access to Client facilities where the Services are required to be provided during business hours, as outlined in this Task Order.</p> <p>Badge access, if required to provide the Services, for required personnel to One Congress Street, Boston, MA, outside of normal business hours.</p>	<p>As needed for some operations support personnel:</p> <p>Network, desktop computing environment and internet access as required to support the Services.</p> <p>Access to any specific third party products or services that are necessary to support the Services.</p> <p>Any hardware, telecommunications and other technology resources that are necessary to support the Services.</p>

**Table 2 –Definition of Personnel Roles**

<b>Personnel Role</b>	<b>Definition</b>
Project Manager	Manage the day to day work and inputs to delivering the Level 1 work including overall project management and leadership of the work. Manage all the work related to facilitating the member transition/2015 Open Enrollment Contractor Business Operations related work included securing and onboarding resources, working with state to provide system access, establish quality requirements and process for staff and facilitate reporting.
Level 1 Staff	Entry-level staff supporting business operations work that can include application data entry, inbound/outbound calls, collecting critical data missing from applications, and performing other operations entry level processing work.
Level 1 Coaches/Managers	Supervisors of Level 1 staff
Business Analyst	Perform more complex business operations work such as case management of escalations and overall process development of a specific scope of work (e.g.. development of escalation process flows for CCA and MassHealth)
Project Resources	<p>Project Coordinator: Coordinate day to day meetings and activities between all stakeholders to support open enrollment and member transition project activity. This includes coordinating the training, onboarding, and report out of day to day work of agents</p> <p>Operations Technical Liaison: Provide technical assistance to ensure Level 1 agents working out of Contractor site have appropriate access to systems to execute on work, this includes managing the creation of the outbound dialer for outbound call support.</p>

**Table 3 – Labor Categories**

<b>Personnel Role</b>	<b>Labor Category</b>
Project Manager	Program Administrative Specialist
Level 1 Staff	Consumer Engagement Specialist 1
Level 1 Coaches / Managers	Consumer Engagement Coach 1
Business Analyst	Research Consultant
Project Resources	
<ul style="list-style-type: none"><li>• Project Coordinator</li><li>• Operations Technical Liaison</li></ul>	<ul style="list-style-type: none"><li>• Program Administrative Specialist</li><li>• Design and Development Engineer Level 2</li></ul>
Program Manager	Project Manager