

**CONNECTICUT HEALTH INSURANCE EXCHANGE
d/b/a ACCESS HEALTH CT**

REQUEST FOR PROPOSALS (RFP)

FOR

CALL CENTER SERVICES

JULY 12, 2024



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1. BACKGROUND

The mission of the Connecticut Health Insurance Exchange d/b/a Access Health CT (the “Exchange” or “AHCT”), Connecticut’s official state-based health insurance marketplace, is to decrease the number of uninsured residents, improve the quality of healthcare, and reduce health disparities through an innovative, competitive marketplace that empowers consumers to choose the health coverage that gives them the best value. To accomplish this mission and meet certain requirements of the Patient Protection and Affordable Care Act (“ACA”), Access Health has developed an online shopping and enrollment experience for state residents and small businesses, as well as an extensive marketing and communications infrastructure, to raise awareness of health insurance options and facilitate consumer enrollment into healthcare coverage.

Our Values in Action

At Access Health CT, it is with our customers and our employees in mind that we seek to promote these collective values and to live by these behaviors. Our culture of acceptance welcomes and values everyone. We challenge the status quo to find new ways to grow and improve our community, our company and ourselves. Our people take pride in the service we provide, and in the spirit of the common good that we share.

- ❖ **Authenticity:** Act with sincerity, credibility and self-awareness
- ❖ **Integrity:** Commit to doing the right thing with genuine intention
- ❖ **Excellence:** Aim high and challenge the status quo
- ❖ **Ownership:** Take responsibility and initiative
- ❖ **One Team:** Collaborate to succeed
- ❖ **Passion:** Dedication to creating opportunities for great health and well-being

The ACA and its implementing regulations require state-based exchanges to provide several resources to consumers for the facilitation of enrollment into healthcare coverage. Among other things, the ACA requires the Exchange to provide for the operation of a toll-free call center that addresses the needs of consumers requesting assistance and provides information to applicants and enrollees in plain language (the “Call Center”). The Call Center regularly receives inquiries from individual consumers and answers their questions about healthcare coverage eligibility, enrollment, rates and benefits. It further assists them in enrolling in Qualified Health Plans and HUSKY Health Programs (Medicaid/Children’s Health Insurance Program (CHIP)), refers calls to Certified Independent Brokers to assist them with health plan selection, and otherwise fulfills the requirements of 45 C.F.R § 155.205. The Call Center must offer information in a manner that is accessible to individuals living with disabilities or with limited English proficiency.

On January 21, 2016, the Exchange issued a Request for Proposals to identify and assess potential vendors to operate its Call Center (the “2016 RFP”). As a result of the 2016 RFP process, the Exchange selected Faneuil, Inc. (“Faneuil”) as its Call Center vendor and awarded it an initial 3-year contract. The Exchange subsequently renewed the contract for an additional two (2) years.

In 2021, the Exchange extended the Call Center vendor contract for another three (3) years with the option to extend it for an additional two (2) years. In December 2021, TTEC Government Solutions, LLC (“TTEC”) entered into an asset purchase agreement to acquire certain assets of Faneuil, and effective

April 1, 2022, Faneuil assigned, set over, and transferred to TTEC all of Faneuil's right, title and interest in, to, and under the Call Center vendor contract.

A. Purpose of Request for Proposals for Call Center Services

The purpose of this Request for Proposals (the "RFP") is to select a vendor to provide Call Center services on a platform that provides an enhanced level of technology and service capability to the Exchange in servicing calls received. The selected Respondent will be responsible for overseeing all necessary transition tasks including, if a new vendor is selected, a transition of Call Center operations from the Exchange's current service provider. The Exchange encourages minority, women-owned, and disadvantaged businesses to respond to this RFP.

The Exchange is focused on continued improvements to the customer experience and is examining the role of outsourcers, such as its Call Center vendor, in achieving its goals. Respondents to this RFP must be prepared to make changes rapidly in response to improvements that the Exchange deems necessary to enhance the customer experience.

Additionally, the selected Respondent's service platforms must be able to capture and generate an end-to-end customer information repository.

B. Key Operating Objectives

The Exchange expects its Call Center vendor to provide the following to the Exchange's consumers:

- Exemplary service - Provide clear, concise, and accurate information and eligibility enrollment services in an efficient manner to consumers contacting the Call Center.
- Effective Call Center - Staff the Call Center with highly trained, knowledgeable, and efficient representatives who will handle calls in an accurate and expeditious manner.
- Provide timely and complete management information – Provide Exchange access to and be transparent and highly responsive in all reporting of the Exchange's operating data back to the Exchange and its stakeholders, as requested.
- Manage to Annual Budget - Operate effectively within the constraints of the Exchange's annual operating budget approved by the Exchange's Board of Directors and the State of Connecticut.

It is anticipated that the selected Respondent will provide telephonic infrastructure, staffing and related platforms to the Exchange. Such services will include the capability to: develop and draft Call Center operating policies and procedures; provide flexible and responsive management reporting; and demonstrable capabilities for rapid process and system change to accommodate evolving operating needs – especially as it pertains to correcting inefficiencies and gaps in quality and operational controls. The selected Respondent must demonstrate significant expertise and experience in the aforementioned areas and have the capacity to serve the Exchange in a highly responsive manner within limited timeframes, if required. Significant previous experience providing call center services to a substantially similar organization in an efficient and responsive manner will also be an important consideration. References will be requested.

C. Customer Experience

The Exchange aims to provide a seamless customer service experience to all consumers. Regardless of coverage type, the selected Respondent's training and service must ensure that consumers will be treated in a courteous, respectful, and expedient manner.

Customer service operating requirements are established by an internal operations team in consultation with the Exchange's Board of Directors, the Centers for Medicare and Medicaid Services ("CMS"), and the Connecticut Department of Social Services ("DSS").

The selected Respondent must be flexible and innovative in providing exemplary service, focusing on transitional and ongoing customer process enhancements for telephonic platforms, systems delivery, expansion of product lines, and the ability to interact with Exchange stakeholders and service providers.

2. SELECTION CRITERIA

The Exchange's evaluation committee will assess Respondents on the basis of their timely-submitted Proposals to this RFP, additional written information that may be requested by the Exchange and, if requested by the Exchange, oral interviews. The goal of the evaluation committee is to select the Respondent that provides the best combination of qualifications, demonstrable positive experience in transitioning and ongoing operations, available experienced resources, and cost. The evaluation committee may determine that it is in the best interests of the Exchange to select one firm to provide the services, or a combination of firms each providing specific services, to the Exchange.

The evaluation committee may consider the following non-exclusive, provisional factors in making its selection:

A. Experience and Qualifications

- a. Depth and quality of experience in providing call center services to other exchanges (whether State-Based Marketplaces (SBMs) or private) of comparable scope and size within the last three (3) years. Responses should document this experience using the structure in **Appendix H - Respondent Qualifications**.
- b. Depth and quality of experience in transitioning call center services for other ACA exchanges of comparable scope and size, and transition experience with the Exchange's current Call Center vendor, TTEC.
- c. Depth and quality of experience of assigned personnel in the areas of health care and health operations – particularly with respect to ACA and Medicaid eligibility and enrollment service processes.
- d. Depth and quality of experience with other State of Connecticut entities (not exclusive to DSS or health-related projects).
- e. Depth and quality of demonstrable experience in continual improvements that reduce costs (e.g., handle times, first call resolution, repeat callers and staff turnover). Specific examples of outcomes achieved and references that will be able to discuss such achievements must be provided. See **Appendix H - Respondent Qualifications**.
- f. Qualifications of assigned personnel, including the experience and availability of the lead account executive and other executives and key employees that will provide the requested services to the Exchange.
- g. Clear identification of the Respondent's decision makers, their role in the project and process to accommodate and deliver on requests or resolution of issues in a timely manner.
- h. Provision of a clear, accessible, and responsive executive escalation process beyond the Respondent's lead account executive to resolve critical issues between the Respondent and the Exchange.

- i. Demonstrated ability to work closely and cooperatively with client operations teams using tools and procedures that are reflective of timely communication, flexibility, and responsiveness in implementing needed changes.
- j. Equal Employment Opportunity record as evidenced by the composition of Respondent's personnel and the Respondent's Affirmative Action and Equal Employment Opportunity policies and practices.
- k. Record of compliance with all applicable federal, state, and local rules, statutes, and orders.
- l. Results of reference checks; particularly with respect to results in transition management, service capabilities, cost effectiveness and executive teamwork.

B. Alignment with Requirements

- a. Clear articulation of ability to meet requirements – particularly as documented in the Requirements Traceability Matrix (RTM), attached to this RFP as **Appendix B**.
- b. Demonstrated capability to implement the Exchange requirements to access real time operations information of all assigned Call Center services (i.e., web-based “dashboards” installed at the Exchange).
- c. Demonstrated ability to consistently meet service levels as evidenced through the provision of any independent benchmarking organization. Copies of original benchmarking report provided (unredacted form).
- d. Demonstrated ability to meet annual budget targets and emerging constraints as evidenced through discussion with provided references.

C. Pricing and Cost Efficiency

- a. Reasonableness of proposed pricing and demonstrated cost efficiency in transitioning and implementing required operational changes without excessive or unnecessary charges.
- b. Competitiveness of rate card.
- c. Clear identification of impact of Key Performance Indicator (“KPI”) changes on Per Member Per Month (“PMPM”) pricing.
- d. Clear identification of impact of Customer Relationship Management option on PMPM pricing.
- e. Clear dialogue and level of transparency for underlying transition pricing components and rationale.
- f. Clear dialogue and level of transparency for underlying PMPM pricing components and rationale.

D. Other

Among otherwise substantially equally qualified firms, demonstrated results (through provided narrative and reference checking) in well managed transitions, operational efficiency, and competitive pricing will factor heavily in selecting a Respondent.

3. SCOPE OF WORK

The selected Respondent must enter a contract with the Exchange, substantially in the form of the draft contract set forth in **Appendix G** (the “Contract”). The initial term of the Contract will be three (3) years.

A. Overview of Exchange Operating Platform

The Exchange, in conjunction with DSS, has implemented an eligibility and enrollment system (“HIX”). The HIX system was built specifically for the Exchange by Deloitte Consulting LLP (“Deloitte”). Development services for the HIX system is currently supported by Deloitte. Ongoing maintenance and operations for the HIX system is currently supported by Infosys Public Services, Inc.

The HIX system enables consumers to “self-serve” and go online to: (i) shop for health and dental plans and get a predetermination of health and dental insurance coverage eligibility, including potential premium costs; (ii) determine eligibility for HUSKY Health Programs and the Covered Connecticut Program; and (iii) determine eligibility for financial help. If a consumer is ready to enroll into healthcare coverage, the online HIX system assists the self-serve consumer with every stage of the process. Notwithstanding the foregoing, Consumers who wish to either initiate enrollment or complete an online enrollment with assistance by the Exchange may opt to do so over the telephone by calling the Exchange’s Call Center.

The Call Center’s customer service representatives (“CSCRs”) utilize the HIX system through a worker portal. CSRs also have real-time access to an Oracle Service Cloud Customer Relationship Management (CRM) system to document calls. CSRs may not only assist consumers with enrollment, but also assist consumers with more difficult questions and transactions at any time during their relationship with the Exchange.

Upon completion and submission of a consumer’s enrollment and eligibility information into the HIX system, the information is presented in real time to the Federal Data Services Hub for identity and eligibility verification. An eligibility determination is received back from the Federal Data Services Hub, instantly. This allows consumers to receive an immediate eligibility determination as well as an Advance Premium Tax Credit (“APTC”) (i.e., financial help) eligibility determination, if applicable. Once a consumer’s eligibility is confirmed, the system will enable the consumer to select a health and/or dental plan, and coverage level. Those consumers who are eligible for APTCs for health coverage, will receive a system-generated determination of their preliminary monthly premium. After the enrollment is completed, an 834 file is generated nightly to the health plan carriers transmitting the consumer’s enrollment data.

B. Overview of the Exchange Call Center Platform

TTEC currently manages the Call Center services platform and handles all inbound calls from individuals interested in applying for or renewing healthcare coverage through the Exchange. **Appendix A** provides a high-level overview of the volumes of calls a Call Center provider will be expected to handle for the Exchange. TTEC provides approximately between 150 (off-peak) and 400 (peak) Call Center representatives. The peak call period is generally November 1 through January 15 (the annual Open Enrollment Period).

C. Standard Service Components

The current Exchange Call Center architecture consists of several vendor/subcontractor licensed and/or owned sub-systems and interfaces. The following list is illustrative of those components and is not meant to represent a complete list at this time:

- Interactive Voice Response (IVR)
- Automatic Call Distributor (ACD)/Private Branch Exchange (PBX) Systems
- Soft Phones, IP Desk Phones and Digital Phones
- Call Management System
- Workforce Management System
- Call Recording and Agent Screen Recording System
- Reporting and Analytics System
- Intelligent Call Routing System
- Toll Free Network Service
- Toll Free Network Routing Platform
- Business Rules Engine for Hours of Operation/Per Site/Per Skill
- Outbound Dialer Notification Capabilities
- Call Center agent workflow software
- Agent, Skill Group, IVR, Call Routing and Toll-Free Reporting
- Exchange-developed Customer and Worker Portal Health Exchange platforms
- Web-Based Self-Registration Application with Exchange-provided registration technical assistance
- Chat and email inquiry capabilities
- Consumer call event data repository (telephone and service)

D. Customer Relationship Management System (CRM)

The Exchange considers the CRM to be a key strategic customer transaction and information platform and, over time, would plan to ensure that the CRM be fully integrated with the Exchange's eligibility and enrollment system, with the Call Center vendor's telephonic platform, data, and marketing messaging, and with DSS' Resource Center CRM.

Respondents should clearly identify any financial, operating, or other benefits that the Exchange can expect as a result of using the proposed Respondent's platform, as well as any additional costs that would be incurred as a result of a CRM transition. Additionally, Respondents recommending a proprietary CRM platform that would not be transferrable to the Exchange at some future point in the Contract must clearly identify that constraint to the Exchange in their Proposal.

E. Key Business Processes

The Call Center is expected to support the key business processes detailed in **Appendix E - Business Process, Training & Technical Operating Information**. Additionally, the Exchange encourages a Respondent to propose ways that it will introduce best practices to ensure high quality customer service and coordination with the overall requirements of the Exchange and its stakeholders.

F. Current Call Center Equipment/System Overview

For a current Call Center Equipment/System overview, please refer to **Appendix E - Business Process, Training & Technical Operating Information**. Respondents should review this information in preparing their solutions and documenting their proposed equipment and systems platforms.

G. Proposed Timeline

A Respondent must meet the following key dates, or clearly articulate alternative dates:

<u>Event</u>	<u>Tentative Date</u>
Respondent Contract Award	11/15/2024
Execution of Contract	2/7/2025
Final Transition Workplan Approval by the Exchange	2/7/2025
Final Budget Targets	2/7/2025
Final Go-Live Plan Approval by the Exchange	2/7/2025
Final Performance Targets	2/7/2025
Start of Hiring and Training	3/15/2025 or earlier
Start of Staged Production Rollout	4/1/2025
Go-Live	5/1/2025

4. KEY PERFORMANCE INDICATORS

The Exchange maintains performance standards for the operation of the Call Center and the selected Respondent is expected to meet these performance standards or risk having its invoiced fees reduced in accordance with predetermined penalties. A Respondent is expected to understand the Exchange's performance standards and include an acknowledgement to offer performance guarantees in its Proposal. The Exchange will consider a Respondent's response to the performance standards and will assess the strength of the performance guarantees it is willing to implement.

Respondents should note that the Exchange and the selected Respondent will negotiate the final performance standards, guarantees, and applicable penalties prior to the execution of the Contract.

A Respondent's Proposal should describe specific examples from other projects of its ability to be flexible and responsive in the performance management process.

The Exchange will require the selected Respondent to measure performance and report at agreed-upon intervals (e.g., monthly) and to arrange for annual independent audits to provide objective assessments of the Respondent's performance.

KPIs will measure (a) Service, (b) Quality, and (c) Efficiency. A detailed list is provided below. KPIs and anticipated Exchange targets are set forth in **Appendix F** and in **Appendix B**.

A. Service Measures

Service KPIs focus on service delivery. Some are associated with overall accessibility and others with speed of service:

- 1) Accessibility
 - a) Blockage
 - b) Hours of Operation
 - c) Abandons
 - d) Self Service Availability
- 2) Speed of Service
 - a) Total Service Level
 - b) Average Speed of Answer
 - c) Longest Delay in Queue

B. Quality Measures

Quality KPIs focus on the quality of service, including call resolution and the actual process of a call:

- 1) Resolution
 - a) First Call Resolution Rate
 - b) Repeat Call Rate
 - c) Transfer Rate
 - d) Customer Satisfaction

- 2) Call Process
 - a) Etiquette
 - b) Knowledge/Competency
 - c) Error/Rework Rate
 - d) Adherence to Protocol

C. Efficiency Measures

Efficiency KPIs focus on efficiency of service and how well the selected Respondent uses Exchange funding to deliver services. Contact handling indicators measure the Respondent's ability to manage resources to provide services with a high level of efficiency. Other measures track the selected Respondent's overall operational efficiency:

- 1) Contact Handling
 - a) Average Handle Time
 - b) On Hold Time
 - c) After Call Work Time
- 2) Resource/Cost Efficiency
 - a) Cost Per Call -or- Budget Adherence
 - b) Turnover rate

KPIs Not Achieved

For any KPIs that are not achieved during a reporting period, the selected Respondent will be required to provide a written explanation detailing the reason(s) for the failure, the responsible manager, corrective actions to be taken, and the timeline to correct the issue and resume compliance with performance plan commitments. Corrective performance plans must be transmitted to the Exchange immediately upon the close of the affected performance measurement period and the Exchange must receive an acceptable plan before payment of any invoices due to the selected Respondent.

Performance Period

It is anticipated that initial KPIs will be effective for the duration of the Contract. The selected Respondent must agree to changes to any KPIs at the Exchange's request in response to financial or operating concerns of the Exchange and/or its stakeholders.

Measurement Criteria and Performance Audits

The selected Respondent's compliance with KPIs will be verified using the Respondent's internal reporting, Exchange data, and/or Exchange assessments, as deemed appropriate by the Exchange. In addition, upon the Exchange's request during the Contract term and for 24 months after Contract termination or expiration, the Exchange may require an independent audit by a mutually agreed upon auditor at the Respondent's expense.

At the end of each year, and all other performance periods as applicable, the selected Respondent will compile its performance results in accordance with the Exchange's requirements. The Respondent will

notify the Exchange in writing if a KPI is not met. The selected Respondent will have five (5) workdays to provide a written explanation for the Exchange's consideration if it believes the associated penalty should be suspended or adjusted. The Exchange will reduce its next payment to the selected Respondent by the penalty amount or, if necessary, the Respondent will provide a refund to the Exchange.

Where the selected Respondent misses a KPI for multiple consecutive performance periods, the KPI penalty will be doubled from the previous month for each month during which the selected Respondent fails to meet the KPI.

5. VOLUMES

To effectively transition the Call Center to a new vendor, the selected Respondent will need to ensure that its proposed solution is adequately sized and resourced. All proposed solution components must be capable of handling the Exchange's volume to meet the expected levels of performance during both Open Enrollment ("OE") and post-OE annual cycles.

The selected Respondent's solution must be capable of handling Exchange populations with the flexibility to adjust to usage patterns that will inevitably emerge. **Appendix A - Tables and Figures** provides relevant information on membership, call volumes, auto-renewal rates, new application rates, and other data.

6. TRANSITION PLANNING

The selected Respondent will be responsible for developing a Go-Live transition plan (the “Transition Plan”) for the Exchange’s advance review and approval. The selected Respondent will be responsible for executing the approved Transition Plan with minimal impact to the Exchange. The Transition Plan must address all activities necessary to transfer operations successfully from the Exchange’s current vendor, TTEC, including all anticipated current vendor dependencies, milestones, and resource requirements.

The Transition Plan must reflect a realistic schedule to complete tasks, provide deliverables, and meet defined milestones. The Transition Plan should clearly define the project scope and management, how the selected Respondent will work cooperatively with all parties, and how it will communicate effectively with designated Exchange personnel.

The Transition Plan should identify and outline how, when, and by whom the deliverables and activities will be accomplished and should detail all deliverables, milestones, tasks, subtasks, dependencies, issue/risk registry and mitigation process plans, with actual paths where necessary, along with completion dates necessary to implement and assume go-live operations on time, including:

- **Planning** – The selected Respondent should articulate clear expectations for selected Respondent, Exchange and DSS participation in planning that includes all phases of project work, for ongoing input into each phase of the transition, and risk analysis of impacts to the proposed solution.
- **Requirements** – The selected Respondent will be expected to deliver a final Transition Plan to the Exchange that will capture detailed requirements, confirm any integration with and access to external applications and infrastructure, and promote communication and an effective transition.
- **Configuration** – The selected Respondent will be expected to verify that all third party, Exchange, DSS and any other external integrations are compatible, perform the necessary training, and help coordinate interface inputs and outputs among all involved parties.
- **Deployment** – The selected Respondent will be expected to coordinate with all external entities and develop a written communication plan for the Exchange’s advance review and approval. The communication plan should include a Go-Live checklist to ensure a well-organized transition.

The Transition Plan must identify and address areas (for both Go-Live and wind down phases) including, but not limited to:

- i. Procurement of office space location(s)
- ii. Procurement and installation of any additional furniture, equipment, telephone, and data lines dedicated to performing the Contract
- iii. Establishment and implementation of logical and physical security protocols
- iv. Transfer and organization of all Call Center documentation from current vendor
- v. Transfer of electronic data from current vendor
- vi. Coordination of enabling or disabling of access IDs
- vii. Implementation of standard operating procedures, generally accepted accounting procedures for tracking work units and billing, audit standards, and security over systems and transactions

- viii. Hiring and training of personnel
- ix. Risk analysis of proposed solutions, with respect to each project deliverable
- x. Transfer of services from current vendor, including cutover dates for calls
- xi. Transitioning all hardware and software (including identifying vendors, products, versions, whether platforms would be shared with other projects or dedicated to the Exchange's project, and an assessment of benefits to, or limitations on, the Exchange of shared versus dedicated platforms)

End-to-End (Go-Live) performance testing will begin during the transition period and is expected to test the readiness of Exchange business processes and the selected Respondent's proposed solutions to ensure reliability of the Call Center. At a minimum, End-to-End performance testing it is expected to include:

- i. Testing of the selected Respondent's proposed solution(s) with existing Exchange applications and services
- ii. Validation of system set-up for transaction processing and user access
- iii. Confirmation of correct use of systems in performing Exchange business processes
- iv. Verification of performance of critical Exchange business functions
- v. Confirmation of the integrity of Exchange business process, data, services, and security, including system and data backup and recovery.
- vi. Verification that all RFP requirements have been met (as defined in the RTM)
- vii. Verification of speed of performance (all Call Center services and systems)
- viii. Tracking and reporting of errors or failures identified during End-to-End performance testing
- ix. Completeness of all documentation

If the Exchange, in its sole discretion, determines that the scheduled End-to-End performance test period does not allow for all Exchange business processes and the selected Respondent's platforms to be tested as agreed, then the selected Respondent will, at no charge to the Exchange, provide necessary resources to correct problems associated with transition until all systems and platforms are free from performance problems and meet all specifications defined in the RFP. If performance problems continue, damages may be assessed.

Wind Down Transitions

Additionally, in order that the selected Respondent and the Exchange recognize the need to affect an orderly transition when the Contract terminates, the Exchange expects the selected Respondent to be able to affect such a termination in accordance with an agreed upon Wind Down Transition Plan. The Wind Down Transition Plan will be negotiated as part of the final Contract. Respondents must, however, describe their overall approach and methodology to Wind Down in their Proposals.

7. VALUE ADDED SERVICE

As a separate document, a Respondent must describe how other available services, if any, will add value to the Exchange's Call Center operations. The Respondent should describe any unique capabilities it possesses for assisting the Exchange in achieving additional improvements, such as cost savings, and describe how it will make such capabilities available to the Exchange.

Examples might include Respondent's value-added capabilities related to call center tools, knowledge, self service capabilities, telephony options, support of rationalization and transformation activities, artificial intelligence, and innovation.

If the Respondent has capabilities that are not specifically referenced in this RFP, but may have considerable value to the Exchange, the Respondent should describe those capabilities and how they may be applied in its Proposal.

8. APPROACH AND METHODOLOGY

A Respondent's Proposal must have sufficient detail to ensure that the Exchange can understand and anticipate how the services will be transitioned and delivered based on the Respondent's best practices and experiences with other similar clients. As a part of its description of its proposed solution, a Respondent must articulate:

A. Achievement of the Exchange Objectives

The Respondent must describe how its approach and methodologies fulfill the Exchange objectives as described in this RFP.

B. Service Locations

A Respondent's locations for the Call Center must be located in the United States and must include at least one location within Connecticut. Call Center personnel must be authorized to work in the United States. If the Respondent proposes a multi-location delivery model or a remote environment, it must describe touch points, physical environment, work-from-home arrangements, communication protocols, team experience levels, travel requirements, data security, and any other relevant multi-location and/or remote environment considerations. Additionally, the Respondent must detail the method by which Call Center personnel productivity and quality is managed to ensure consistency across locations.

C. Processes and Methodologies

A Respondent must describe the major processes, methodologies, and tools, such as voice analytics and desktop analytics, that it will use to deliver and optimize the services.

D. Quality Assurance and Control

A Respondent must supply the Exchange with a Quality Assurance Strategy Plan detailing proposed performance tools, processes, and knowledge management. The Respondent must provide details of its approach to measure and maintain high quality services. The Respondent should supply details of any industry-recognized quality standard to which it is, or will become, compliant (including a timeframe for compliance, if not already achieved), as well as any awards received over the last 24 months.

The Exchange has heightened focus on Quality Assurance. A Respondent must indicate all quality programs that are externally measured (e.g., Six Sigma, ISO 9001-2015, etc.) and how such certifications have contributed to process improvements for specific clients of the Respondent. The Exchange will assess the depth and standardization of the Respondent's quality assurance program by comparison to industry benchmark data. Respondents are encouraged to identify what sets them apart from their competition in this area.

E. Information Security, Data Privacy, and Sarbanes-Oxley (SOX) Compliance

A Respondent must clearly detail its approach to managing information security, data privacy, and SOX compliance as part of its solution.

F. Transition and Knowledge Transfer Plan

A Respondent must detail the approval process and methodologies it will use to transition services from the Exchange's current vendor, including an explanation of the following:

1. Detailed transition methodology and philosophy, including approach to knowledge transfer and key aspects of risk-mitigation.
2. Transition roles and responsibilities (including expectations of involvement and commitment of the Exchange, State, current vendor, and other business process outsourcers).
3. Expected Transition Plan deliverables (including identifying milestones and roles and responsibilities of the transition team for such deliverables).
4. Details of transition approach, including how the Respondent determines:
 - a. Phase(s)
 - b. Timeline(s)
 - c. Service changes required to move from current vendor to Respondent
 - d. Process specific key Transition activities
 - e. Any off-site location requirements/impacts that must be considered
 - f. Communication approach, responsibilities, and methods
 - g. Knowledge transfer approach, responsibilities, and methods
 - h. Readiness testing/assessment approach, responsibilities, and methods
 - i. Acceptance procedures, criteria, responsibilities and sign off authority
5. How the Respondent will assist in developing an approach for successful transition governance between the current vendor, Exchange, and State.
6. Metrics that will be used to measure achievement of post-transition, Go-Live state. A detailed description of metrics is critical to the Exchange's evaluation of a Respondent's transition management capability.

G. Training

The selected Respondent will be expected to incorporate Exchange training components as well as the Respondent's own development training materials for customer service representatives ("CSRs") and determine the appropriate method of delivering training (i.e., classroom, web-based, etc.) in consultation with the Exchange and DSS. The Respondent should describe its approach for developing a training plan for the Exchange's approval. Plan approval should be concurrent with the execution of the Contract. Included within this plan, the Respondent should provide its approach to addressing CSRs that fail to demonstrate the required skills and knowledge. Refer to **Appendix B - Requirements Traceability Matrix** for more detail about the Exchange's training requirements.

H. Data Access, Reporting and Delivery

As part of the transition phase, the selected Respondent must collect, store, analyze and prepare to report data described in this RFP and work with Exchange staff to validate ongoing data access and reporting needs.

The Exchange wants to ensure that its customers are provided with timely and accurate customer service. This requires a rigorous adherence to performance standards, as outlined in this RFP. The selected Respondent must maintain and make available to the Exchange all productivity and quality assurance data at the CSR, work unit and location levels.

The Exchange anticipates that a variety of standard reporting practices and analytical deliverables will be established to either comply with applicable ACA requirements or meet the Exchange's ongoing business needs. All Exchange telephonic and other transaction data must be collected, stored and be readily retrievable at the customer call level. Examples of Exchange data access and reporting requirements include use of selected Respondent's services, performance metrics, transactional metrics and trends in customer issues and complaints.

The Exchange requires the ability to directly access its Call Center data independently and on demand. The Exchange also requires, upon request, the delivery of ad hoc reports that can be produced based on available data collected by the selected Respondent across all voice and data stores held on behalf of the Exchange in the selected Respondent's systems. The selected Respondent should be prepared to respond on a timely basis to provide this management reporting to the Exchange.

Access to the selected Respondent's real time dashboards will be installed at the Exchange's offices. Dashboards will stream real-time views of production, quality, and workforce data for the selected Respondent's personnel providing services. A minimum of three (3) distributed access points will be available on a visual only basis – one access point will have query and analytic access. Refer to **Appendix B -Requirements Traceability Matrix** for more detail about the Exchange's requirements.

I. Disaster Recovery/Business Continuity

A Respondent must provide sufficient detail to allow the Exchange to assess the Respondent's capabilities in the face of an event that impacts the Respondent's ability to deliver Call Center services. A Respondent's Proposal must address:

- Respondent's data back-up recovery processes and controls
- Provision of continuous operations of the services (including the underlying systems for which the Respondent is responsible)
- The Exchange's expected involvement in developing the disaster recovery plan
- The Exchange's expected involvement in any actual recovery processes
- Incorporation of the Exchange's corporate standards/expectations for disaster recovery into the initial and on-going disaster recovery plans which will be provided
- Disaster recovery testing and expected Exchange participation in such testing
- Risks and liabilities to be assumed by the Respondent, the Exchange and/or the State

J. Expected Integration with HIX System

The selected Respondent will configure a B2B VPN tunnel with assistance from the State's hosting service. Static IPs will be provided by the State which will be used by the selected Respondent within the proposed solution.

K. Governance Approach

The Exchange believes that the joint governance operating model is critical to the success of outsourcing the Call Center services. A Respondent must describe its governance operating model, including governance hierarchy, contract administration, executive issue escalation (above assigned account

manager), performance monitoring and reporting, project management, financial management, decision making authority, and interfacing responsibilities with Exchange stakeholders.

A Respondent must include sufficient detail to differentiate its best practices and operating models on governance structure and protocols (steering committees, communication tools, issue tracking, meeting type and frequency, etc.), relationship touchpoints and checkpoints, and service delivery policy/procedures/process descriptions and tools. A Respondent must specify any ready-to-deploy web-based tools, or third-party tool provider arrangements and/or alliances that will provide additional value to the management and alignment of the relationship between the Exchange, the Respondent and key stakeholders.

9. PROGRAM IMPLEMENTATION TIMELINES

A Respondent must provide a high-level description of the Respondent's timeline for this project that is derived from the Exchange's proposed timeline set forth in Section 3 ("Scope of Work") of this RFP. A Respondent's timeline should be based on a full project plan and include all of the necessary milestones and deliverables.

The Respondent should provide a description of the major tasks to be performed, by phase and with associated deliverables, and must utilize any provided key dates, milestones and associated deliverables outlined in this RFP.

The Respondent should provide work plans in MS Project format. Submitted plans must detail the tasks and activities, durations, dependencies, and resources based on the proposed approach and methodology, which will be executed to meet the dates and create the noted deliverables, complete the Call Center roll-out, and manage Call Center operations in the timeframes set out by the Exchange.

10. STAFFING REQUIREMENTS

A Respondent must provide a brief summary of the Respondent's proposed staffing plan, identifying the number of staff required to support this project and if any staff will be dedicated to this project on a full-time equivalency basis. (The Exchange expects dedicated resources committed to this project and its timely success.)

A Respondent's Proposal must:

- Describe the Respondent's organization, generally.
- Provide an organizational chart showing the Respondent's team and how it will interact with the Exchange and its other stakeholders and vendors. The organizational chart must list all roles and key resources proposed for both transitional and ongoing operations.
- Identify the key executive(s) (beyond direct account manager) who will ensure resolution of issues that have not been addressed to the Exchange's satisfaction.
- Identify the Respondent's proposed Call Center Manager for this project. The Call Center Manager must have:
 - A minimum of five (5) years of experience in managing health service call centers, including performing and maintaining appropriate service levels and quality to all users, customers, and stakeholders.
 - A minimum of seven (7) years of experience in call center operations. Emphasis on health services is desired.
 - Demonstrated knowledge of the business architecture, information architecture, and technical architecture standards and guidance from the ACA, the federal government's guidance for Exchanges, and key components of National Informative Exchange Model ("NEIM").
 - Experience with operating a Medicaid or ACA health insurance exchange or other government health service call center.
- Provide brief resumes of all proposed key staff, highlighting their relevant skills and qualifications. A Respondent must demonstrate its team's ability to deliver the proposed solution.

The Exchange reserves the right to interview, screen, and approve or deny all staff proposed for this project and to request references. The Exchange reserves the right to request reasonable changes to specific team resources because of their availability, qualification, skill sets, and quality of work products and deliverables.

11. ALIGNMENT TO EXCHANGE REQUIREMENTS

A Respondent must complete the Requirements Traceability Matrix (RTM) grids in **Appendix B** to indicate their proposed solution's level of fit with specific Exchange requirements.

A Respondent will be required to submit a completed set of RTM grids as part of its Proposal:

- The Respondent will perform a self-assessment on its ability to meet requirements.
- For each subsection outlined, the Respondent must indicate, using the below descriptors, how its proposed capabilities meet the Exchange's requirements.
- The Exchange will assume that any requirement in an RTM grid that the Respondent fails to respond to cannot be met by Respondent.

Respondent must use the following descriptors to describe its ability to meet requirements:

Meets the Requirement
"MTR"

Meets all requirements as written in the subsection (e.g., well-defined support system, flexibility, considerable implementation experience, has performed function in previous capacity)

Requires minor modification
"RMM"

Demonstrates capabilities to meet requirements with slight adjustments (e.g., well-defined approach/plan to meet requirements with adjustments, performed similar but not exact function in past projects) to Respondent's standard configuration of Call Center services.

Requires significant modification
"RSM"

Current Respondent's standard configuration does not demonstrate capabilities to meet requirements as written (e.g., insufficient support, no functionality built to meet requirement) and would have to make major changes in order to comply.

Does not comply or unable to deliver capability
"DNC"

Not able to comply - or - No capability - or - No response provided

Respondent Notes and Considerations on Capabilities

This section is not mandatory. Please include any notes for consideration concerning the self-assessment.

12. PRICING PROPOSAL

Respondents to this RFP must include a separate, detailed Pricing Proposal. The Pricing Proposal must include specific hourly rates for each category of employee who will provide services described herein (excluding clerical staff). The Pricing Proposal must also provide the pricing information requested in **Appendix D**.

The Pricing Proposal should reflect any discounted rates available to government, non-commercial or not-for-profit entities. Rates and associated fees set forth in the Pricing Proposal must be valid for the entire duration of the Contract.

Stability of Proposed Fees

Any fee(s) set forth in the Pricing Proposal must be valid for the entire duration of the Contract. The initial term of the Contract will be three (3) years.

Independent Price Determinations

In the Pricing Proposal, Respondents must warrant, represent, and certify the following:

1. The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
2. Unless otherwise required by law, the Respondent has not knowingly disclosed quoted fees directly or indirectly to any other organization or to any competitor prior to the deadline for submission of the Proposal.
3. No attempt has been made, or will be made, by the Respondent to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.

The Pricing Proposal must be sent separately via email to Sinisa Crnkovic (Sinisa.Crnkovic@ct.gov) no later than 4:00 p.m. EST on August 14, 2024.

13. INSTRUCTIONS TO RESPONDENTS

I. RFP Schedule

Activity	Date
Issuance of RFP	7/12/2024
Written Questions Due	7/24/2024 by 4:00 p.m. EST
Answers Posted	8/2/2024
Proposals Due	8/14/2024 by 4:00 p.m. EST

Respondents may submit written questions regarding this RFP by email only to AHCT.CallCenterRFP2024@ct.gov (Attention: Jeanna Walsh, Director of Operations) no later than 4:00 p.m. EST on July 24, 2024. The Exchange will post answers on or before August 2, 2024, only in the form of one or more addenda to this RFP and made available on the Exchange's website, <https://agency.accesshealthct.com/solicitations>, under the "Contact Us" tab beneath the "Solicitations" heading. The Exchange may not post answers to questions received after the deadline. Respondents are responsible for checking the Exchange's website for any addenda to this RFP.

The Exchange reserves the right to require an oral presentation from select Respondents. If the Exchange moves forward with oral presentations, selected Respondent's key staff, such as the proposed project partner, must be present at the oral presentation. Selected Respondents should limit their staff participation to no more than five (5) members.

From the date that the Exchange issues this RFP until the date that it awards the Contract(s) to the selected Respondent(s), interested firms should not contact any employee of the Exchange for additional information concerning this RFP except through written questions as set forth above.

II. Submission of Proposals

Note: Unless otherwise noted, references to "Proposal" includes "Pricing Proposal."

Each Respondent must submit a Proposal that meets the requirements set forth in the "Contents of Proposals" section below.

- Respondents must email their Proposal excluding the Pricing Proposal to: Jeanna Walsh, Director of Operations (AHCT.CallCenterRFP2024@ct.gov). The Subject line of the email should read: Call Center Services RFP Proposal – [Your Firm's Name].
- Respondents must email their Pricing Proposal to: Sinisa Crnkovic (Sinisa.Crnkovic@ct.gov). The Subject line of the email should read: Call Center Services RFP Pricing Proposal – [Your Firm's Name].

All Proposals must be received by the Exchange via e-mail by August 14, 2024 no later than 4:00 p.m.

EST. Proposals sent by U.S. Mail or delivered in person will not be accepted. The Exchange will not consider Proposals received after the submission deadline.

A Respondent's submission of a Proposal shall constitute, without any further act required of the Respondent or the Exchange, the Respondent's acceptance of the requirements, administrative stipulations and all the terms and conditions of this RFP, including those contained in the Contract set forth in **Appendix G**. Proposals must reflect compliance with these requirements. Failure of a Proposal to so comply may result in the Exchange's rejection of the Proposal. The Exchange will reject any Proposal that deviates materially from the specifications, terms, or conditions of this RFP. The Exchange will not consider Proposals that contain even minor or immaterial deviations unless the Respondent provides sufficient justification for such deviations.

No additions or changes to any Proposal will be allowed after the Proposal due date unless the Exchange specifically requests the addition or change. The Exchange may, at its option, seek Respondent retraction and/or clarification of any discrepancy or contradiction found during the review of Proposals.

III. Contents of Proposals

To be considered, a Proposal must include all of the following information:

1. Cover Letter & Executive Summary
2. Table of Contents
3. All information and responses requested by this RFP (including, but not limited to, those in Sections 7 through 12, inclusive, in Appendices, and in the below "Responses Required in the Proposal" subsection). Concise answers are encouraged. Responses must be prepared on 8 ½ x 11-inch paper using at least 12-point font type with standard margins in a PDF format.
4. A Certificate of Insurance that meets the Insurance requirements laid out in the Contract, attached to the RFP as **Appendix G**.
5. Executed IRS Form W-9.
6. Executed Ethics Form 1 – Campaign Contribution Certification, attached to the RFP in **Appendix C**.
7. Offer of Gratuities Certification (see Subsection X, below).

IV. Responses Required in the Proposal

1. Name the primary contact for the Proposal and the names of the primary individuals who would work with the Exchange, and an explanation of their experience, relevant background, and anticipated duties. Include brief resumes for each.
2. Explain the firm's qualifications and provide a summary of any past projects that would enable your firm to perform the work described in this RFP.
3. Disclose any past or present assignments, relationships, or other employment that your firm or

any employee of your firm has or has had that may create a conflict of interest or the appearance of a conflict of interest in serving as an independent contractor for the Exchange.

4. If you find any term or provision of the proposed draft Contract in **Appendix G** unacceptable, identify the term, explain why it is unacceptable, and state whether the failure to modify this term would result in your firm's failure to execute a contract for this engagement.
5. Discuss any pending complaints or investigations, or any made or concluded within the past five (5) years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees, attorneys and/or associates.
6. Provide a separate detailed Pricing Proposal in accordance with the requirements set forth in Section 3 ("Pricing Proposal").
7. Provide the required qualification and client references requested in **Appendix H – Respondent Qualifications**.

V. Conformity and Completeness of Proposals

To be considered acceptable, Respondents must submit Proposals that are complete and conform to all material RFP instructions and conditions. The Exchange, in its sole discretion, may reject in whole or in part, any Proposal if in its judgment the best interests of the Exchange will be served.

VI. Presentation of Supporting Evidence

Respondents must be prepared to provide evidence of experience, performance, ability, financial resources, or other items that the Exchange deems necessary or appropriate concerning the performance capabilities represented in their Proposals.

VII. Misrepresentation or Default

The Exchange may reject a Proposal and void any award resulting from this RFP to a Respondent that makes any material misrepresentation in its Proposal or other submission in connection with this RFP.

VIII. Disqualification

Any attempt by a Respondent to influence a member of the evaluation committee during the Proposal review and evaluation process will result in the elimination of that Respondent's Proposal from consideration.

IX. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by Respondents with any state agency, the Exchange, or an employee of a state agency or the Exchange will be disregarded in any Proposal evaluation or associated award.

X. Offer of Gratuities

Respondents must certify that no elected or appointed official or employee of the State of Connecticut or the Exchange has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Exchange if it is determined that gratuities of any kind were either offered to, or received by, any of state officials or employees from the Respondent, the Respondent's agent(s), representative(s), or employee(s). Such action on the part of the Exchange shall not constitute a breach of contract by the Exchange.

XI. Validation of Proposals

Each Proposal (including each Pricing Proposal) must be signed by an authorized official and shall be a binding commitment that the Exchange may incorporate, in whole or in part, by reference or otherwise, into the Contract. The Proposal must also include evidence that the person submitting the Proposal has the requisite power and authority on behalf of the firm to submit and deliver the Proposal and subsequently to enter into, execute and deliver, and perform the Contract.

14. ADDITIONAL TERMS AND CONDITIONS

I. Ownership of Proposals

All Proposals (including Pricing Proposals) will become the sole property of the Exchange and will not be returned.

II. Amendment or Cancellation of this RFP

Issuance of this RFP does not guarantee that the Exchange will award a Contract to any Respondent. The Exchange reserves the right to withdraw, re-bid, extend or otherwise modify the RFP or the related schedule and process, in any manner, solely at its discretion.

The Exchange also reserves the right to:

- Consider any source of information in evaluating Proposals;
- Omit any planned evaluation step if, in the Exchange's view, the step is not needed;
- At its sole discretion, reject any or all Proposals at any time; and
- Open contract discussions with other Respondent(s) if the Exchange and the first selected Respondent(s) are unable to agree on contract terms.

III. Errors

The Exchange reserves the right to correct clerical or administrative errors that may be made during the evaluation of Proposals or during the negotiation of the Contract and to change the Contract award accordingly. In addition, the Exchange reserves the right to reevaluate Proposals and the award of the Contract in light of information either not previously known or otherwise not taken into account prior to the Contract award. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a Respondent and subsequently awarding the Contract to another Respondent.

Such action on the part of the Exchange will not constitute a breach of contract on the part of the Exchange since the Contract with the initial Respondent would be deemed void and of no effect as if no contract ever existed between the Exchange and such Respondent.

The Exchange may waive minor irregularities found in Proposals or allow the Respondent to correct them, depending on which is in the best interest of the Exchange. "Minor irregularities" means typographical errors, informalities that are matters of form rather than substance and evident from the Proposal itself, and insignificant mistakes that can be waived or corrected without prejudice to other Respondents, as determined in the sole discretion of the Exchange.

IV. Freedom of Information

The Exchange is a quasi-public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§ 1-200, *et seq.*, and especially §§ 1-210(b)(4) and 1-210(b)(5)(B). Due regard will be given to the protection of proprietary or confidential information contained in all Proposals received. All materials associated with this RFP, however, are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations, and

administrative decisions. If a Respondent is interested in preserving the confidentiality of any part of its Proposal, it will not be sufficient merely to state generally in the Proposal that the Proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, the Respondent must specifically identify those particular sentences, paragraphs, pages, or sections that the Respondent believes to be exempt from disclosure under FOIA. Convincing explanation and rationale sufficient to justify each exemption consistent with § 1-210(b) of FOIA must accompany the Proposal. Any submitted Proposal and the fully executed Contract will be considered public information and subject to FOIA. The Exchange has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Respondent has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the Exchange have any liability for the disclosure of any documents or information in its possession that the Exchange believes are required to be disclosed pursuant to FOIA or any other law.

V. Statutory and Regulatory Compliance

By submitting a Proposal in response to this RFP, the Respondent implicitly agrees to comply with all applicable State and federal laws and regulations, including, but not limited to, the following:

- A. Gifts, C.G.S. § 4-252.** Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz's Executive Order No. 21-2, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
1. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 3. That the Contractor is submitting bids or proposals without fraud or collusion with any person.

- B. Campaign Contribution Restriction, C.G.S. § 9-612.** For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to the resulting contract must represent that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations." Such notice is available at:
https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf
- C. Contract Compliance, C.G.S. § 4a-60 and Regulations of CT State Agencies § 46a-68j-21 through § 46a-68j-43, inclusive.** CT statute and regulations impose certain obligations on the Exchange (as well as contractors and subcontractors doing business with the State) to ensure that the Exchange does not enter into contracts with organizations or businesses that discriminate against protected class persons.
- D. Consulting Agreements Representation, C.G.S. § 4a-81.** Pursuant to C.G.S. § 4a-81 the successful Respondent shall certify that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed in the Contract form. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes. Such representation shall be sworn as made to the best knowledge and belief of the person signing the resulting contract and shall be subject to the penalty of false statement as provided in C.G.S. § 53a-157b.
- E. Nondiscrimination Certification, C.G.S. § 4a-60 and § 4a-60a.** If a Respondent is awarded an opportunity to negotiate a contract, the Respondent must provide the Exchange with *written representation* in the resulting contract that certifies the Respondent complies with the State's nondiscrimination agreements and warranties. This nondiscrimination certification is required for all State contracts – regardless of type, term, cost, or value. Municipalities and CT State agencies are exempt from this requirement. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the resulting contract, (B) signing the resulting contract, or (C) providing an affirmative response in the required online bid or response to a proposal question, if applicable, which asks if the contractor understands its obligations.
- F. Iran Energy Investment Certification.** (a) Pursuant to section 4-252a of the Connecticut General Statutes, the successful Respondent must certify that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October

1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Respondent makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section, it shall not be deemed to be in breach of the contract or in violation of section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this subsection includes a determination that the Respondent is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code.

G. Access to Data for State Auditors. The Contractor shall provide to the Exchange access to any data, as defined in C.G.S. § 4e-1, concerning the resulting contract that are in the possession or control of the Contractor upon demand and shall provide the data to the Exchange in a format prescribed by the Exchange and the State Auditors of Public Accounts at no additional cost.

If the selected Respondent does not agree to the representations required under this section, it shall be rejected, and the Exchange shall award the Contract to the next highest ranked Respondent.

VI. Execution of Contract

This RFP is the instrument through which the Exchange solicits Proposals. This RFP is not a contract. Upon the Exchange's selection of a Respondent, the Respondent must enter into a contract with the Exchange substantially in the form of the Contract set out in **Appendix G**. The selected Respondent's Proposal and this RFP may serve as the basis for additional Contract terms. If the Exchange and the selected Respondent fail to reach an agreement on Contract terms within a time determined solely by the Exchange, then the Exchange may commence and conclude contract negotiations with the next highest ranked Respondent. The Exchange may decide at any time to start this RFP process again.

Separately, because the Exchange is considered a Business Associate pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and will delegate services to the selected Respondent whereby the Respondent will create, receive, maintain, and transmit Protected Health Information (PHI) on behalf of the Exchange, the Respondent must enter into a Subcontractor Business Associate Agreement (BAA) with the Exchange effective as of the effective date of the Contract. The Exchange will provide a draft BAA to the selected Respondent. If the Exchange and selected Respondent fail to reach an agreement on BAA terms within a time determined solely by the Exchange, then the Exchange may commence and conclude contract negotiations with the next highest ranked Respondent.

VII. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the selected Respondent therein or thereto may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person or entity without the prior written consent of the Exchange.

No person or entity, other than the Respondent to which the Contract was awarded, is permitted to perform work without the prior written approval of the Exchange.

VIII. Compliance with Federal, State and Other Requirements

In the Contract, the selected Respondent will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all codes, statutes, acts, ordinances, judgments, decrees, injunctions, and regulations of federal, state, municipal or other governmental departments, commissions, boards, bureaus, agencies, or instrumentalities.

IX. Executive Orders

The Contract shall be subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999.

APPENDICES

APPENDIX A – TABLES & FIGURES

- I. Historical Membership by Medicaid and QHP
- II. Call Volume
- III. Automated Enrollment Results by Customer Type

APPENDIX B – REQUIREMENTS TRACEABILITY MATRIX

APPENDIX C – FORMS & CERTIFICATIONS

- I. Ethics Form 1 – State of Connecticut Gift and Campaign Contribution - \$50,000 or more – **submit with Proposal**

APPENDIX D – PRICING/COST PROPOSAL SUBMISSION

- I. Transition Design and Implementation Costs Bid Schedule
- II. Exchange Proposal Pricing Grids – Ongoing Operations
- III. Pricing Impact Grids - KPI/SLA Changes

APPENDIX E – BUSINESS PROCESS, TRAINING & TECHNICAL OPERATING INFORMATION

- I. Business Process
- II. Training Matrix

APPENDIX F – PERFORMANCE GUARANTEES/KPIs

APPENDIX G – CALL CENTER MANAGEMENT AGREEMENT

APPENDIX H – RESPONDENT QUALIFICATIONS

APPENDIX A
TABLES & FIGURES

APPENDIX A: Tables and Figures

I. Historic Medicaid and QHP Membership ^{1,2}

Time Frame: February 1, 2022 – January 1, 2024

DATE	MEDICAID	QUALIFIED HEALTH PLAN	GRAND TOTAL
2/1/2022	904,718	114,846	1,019,564
3/1/2022	905,095	113,243	1,018,338
4/1/2022	907,772	112,066	1,019,838
5/1/2022	911,367	110,710	1,022,077
6/1/2022	914,935	110,544	1,025,479
7/1/2022	918,801	109,784	1,028,585
8/1/2022	924,166	109,618	1,033,784
9/1/2022	927,736	108,079	1,035,815
10/1/2022	931,329	107,645	1,038,974
11/1/2022	935,502	110,998	1,046,500
12/1/2022	940,997	115,937	1,056,934
1/1/2023	942,640	110,378	1,053,018
2/1/2023	950,744	111,582	1,062,326
3/1/2023	957,089	110,911	1,068,000
4/1/2023	960,813	111,488	1,072,301
5/1/2023	954,107	112,788	1,066,895
6/1/2023	947,556	115,517	1,063,073
7/1/2023	943,432	118,093	1,061,525
8/1/2023	928,119	120,290	1,048,409
9/1/2023	918,015	122,516	1,040,531
10/1/2023	911,993	123,681	1,035,674
11/1/2023	908,082	130,189	1,038,271
12/1/2023	900,115	137,040	1,037,155
1/1/2024	892,876	136,508	1,029,384

1. Qualified Health Plan (QHP) total represents QHP primary subscribers (and their dependents) who are actively enrolled with a carrier per the AHCT integrated eligibility determination system on the first day of each month.
2. Medicaid total represents primary applicants (and any dependents) who appear actively enrolled in a MAGI based HUSKY A, B, or D program per the AHCT integrated eligibility determination system on the first of each month.

APPENDIX A: Tables and Figures

II. Call Volume

Time Frame: February 1, 2022 – January 31, 2024

MONTH/YEAR	CALLS OFFERED TO CALL CENTER	AVERAGE CALL HANDLE TIME
February 2022	64,141	13:16
March 2022	63,584	13:47
April 2022	52,968	12:58
May 2022	47,687	13:38
June 2022	46,351	13:43
July 2022	45,124	13:22
August 2022	52,177	13:38
September 2022	51,572	13:44
October 2022	61,439	13:39
November 2022	82,427	15:44
December 2022	94,083	14:15
January 2023	95,386	13:47
February 2023	74,239	12:47
March 2023	80,956	13:02
April 2023	62,144	14:32
May 2023	77,542	15:39
June 2023	76,234	15:23
July 2023	78,389	15:15
August 2023	92,481	15:52
September 2023	88,335	17:29
October 2023	84,073	17:17
November 2023	108,042	19:28
December 2023	104,454	15:01
January 2024	110,687	14:07

APPENDIX A: Tables and Figures

III. Automated Enrollment Results by Customer Type

2023 OE QHP Auto-Renewal Rates¹

Time Frame: Total Renewed Population for OE2023

QHP RENEWAL STATUS	APPLICATION COUNT
Total Applications Processed	88,476
Auto-Renewed Applications	63,534
Projected Auto-Renewal Rate	85.47%
Executed Auto-Renewal Rate	71.81%

1. Qualified Health Plan enrollees can opt to be automatically re-enrolled during Open Enrollment. The results in this table show the total number of active applications and the percent of active applications that (i) qualified for auto-renewal and (ii) auto-renewed. QHP auto-renewals generally occur over the span of one (1) week.
2. Individuals who are projected to successfully auto-renew, but updated their application between the start of Open Enrollment and their auto-renewal submission date, are not included in the executed auto-renewal application counts.

Medicaid Auto-Renewal Rates¹

Time Frame: April 1, 2023 – April 30, 2024

HIX System	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24
Total individuals to be renewed	63,983	86,921	64,161	103,851	85,638	73,753	70,166	81,851	87,701	75,015	80,559	78,867	50,651
Passively (ex-parte) Renewed	26,901	46,093	33,900	46,219	45,601	46,445	49,617	56,575	58,572	51,327	51,887	52,832	36,693
Did not passively (ex-parte) renewed	37,082	40,828	30,261	57,632	40,037	27,308	20,549	25,276	29,129	23,688	28,672	26,035	13,958
Passively Renew %	42%	53%	53%	45%	53%	63%	71%	69%	67%	68%	64%	67%	72%
Non Renewal + Manual Renew %	58%	47%	47%	55%	47%	37%	29%	31%	33%	32%	36%	33%	28%

1. Numbers before April 2023 were excluded from the table because they are not representative of the current state due to system and process improvements.

APPENDIX B
REQUIREMENTS TRACEABILITY MATRIX

APPENDIX B: Requirements Traceability Matrix

The Requirements Traceability Matrix (RTM) is a Microsoft Excel file that is located at: <https://agency.accesshealthct.com/solicitations>. The file consists of several sheets, and each sheet features several columns with blank, fillable cells. The first column in each sheet is titled “Business Requirement.” The second and third columns in each sheet are titled “Compliance” and “Comments,” respectively. Respondents must review and answer all “Compliance” and “Comments” cells in each sheet for each Business Requirement in accordance with the below instructions. **Respondents must then submit a completed RTM, in a PDF format, as part of their Proposal.**

RTM Instructions

1. If a Respondent expects to meet a Business Requirement as written, the Respondent should enter “MTR” in the corresponding “Compliance” cell. (“MTR” stands for “MEETS THE REQUIREMENT” and indicates that the Respondent can meet the requirement as written.)

If the Respondent does not agree to comply with a requirement as written, or has some proposed modification(s) to the requirement language, the Respondent should do one (1) of the following:

- a. If the Respondent does not agree to comply with the requirement – The Respondent should enter “DNC” in the corresponding “Compliance” cell. (“DNC” stands for “DOES NOT COMPLY OR UNABLE TO DELIVER CAPABILITY” and indicates that the Respondent does not agree or will not be able to comply with the requirement as written.)
- b. If the Respondent has some minor modification to the requirement – The Respondent should enter “RMM” in the corresponding “Compliance” cell. (“RMM” stands for “REQUIRES MINOR MODIFICATION” and indicates that the Respondent has to implement minor modifications to comply with the requirement as written.)
- c. If the Respondent has some major modification to the requirement – The Respondent should enter “RSM” in the corresponding “Compliance” cell. (“RSM” stands for requires “REQUIRES SIGNIFICANT MODIFICATION” and indicates that the Respondent has to implement significant modifications to comply with the requirement as written.)

2. A Respondent who enters “RMM” or “RSM” in a “Compliance” cell must perform the following:

First, the Respondent must copy and paste the corresponding Business Requirement as written from the “Business Requirement” cell into the corresponding “Comments” cell.

Second, the Respondent should **strike (using red font)** the original text (if necessary) and/or add proposed new text in **blue font** to clearly indicate any proposed minor or major modification(s) to the original text.

Third, AFTER completing the proposed revision(s), the Respondent must add a concise explanation of the reason for the proposed minor or major revision. The explanation should be separate and distinct from the marked-up text.

3. Respondents may separately use the “Comments” column to provide optional commentary to any requirement.

NOTE: A Respondent should not view the possibility of requesting changes as an opportunity to rewrite the Business Requirements. The Exchange expects a Respondent to comply with the requirements as written. It is generally expected that a Respondent should make changes only for minor clarifications or if the Respondent will not comply with the requirement as written. Major changes must be accompanied by an explanation of how the proposed change would provide improvements in quality, cost and overall effectiveness of the Call Center.

The Exchange will assume that any requirement that a Respondent fails to respond to cannot be met by the Respondent.

APPENDIX C
FORMS & CERTIFICATIONS

Appendix C: Forms and Certifications

I. Ethics Form 1 – State of Connecticut Gift and Campaign Contribution



STATE OF CONNECTICUT CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal- submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

Check One:

- Initial Certification**
- Updated Certification because of change of information contained in the most recently filed certification**

CAMPAIGN CONTRIBUTION CERTIFICATION:

I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20_____.

Commissioner of the Superior Court (or Notary Public)

_____ **My Commission Expires**



APPENDIX D
PRICING/COST PROPOSAL SUBMISSION

Appendix D: Pricing/Cost Proposal Submission

I: Transition Design and Implementation Costs Bid Schedule

	Transition Design & Implementation Costs	Fees	Hours (if applicable)
1	Transition Labor Costs (Required Services): Labor costs associated with the design, development and implementation of the Respondent's owned or leased systems (excluding Reporting Costs – see item 7, below). Each component must be separately listed and priced.		
2	Transition Hardware and Software Costs (Required Services): Hardware and software costs associated with design, development and implementation of Respondent's owned or leased systems (excluding Reporting Costs – see item 7, below). Each component must be separately listed and priced.		
3	Transition Labor Costs (Optional Services): Labor costs associated with the design, development, and implementation of the Respondent's owned or leased systems, as defined in the RFP (Value Added Services).		
4	Transition Hardware and Software Costs (Optional Services): Hardware and Software costs associated with the design, development, and implementation of the Respondent's owned or leased systems, as defined in the RFP (Value-Added Services).		
5	Data Migration Start-up and Transition Costs: Costs associated with the migration of customer data from the Exchange's existing Call Center vendor to the Respondent's owned or leased systems and data repositories.		
6	Staff Readiness Start-up and Transition Costs: Costs associated with hiring, onboarding, and initial training of Go-Live staff to ensure that Respondent's staff are fully knowledgeable of the Exchange's programs and policies, and Respondent's systems are fully equipped to successfully transition Call Center responsibilities from existing vendor staff to the Respondent's staff. (One-time costs, only).		
7	Reporting Start-up and Transition Costs: One-time costs associated with design, development and implementation of a reporting system and custom reports package that meets the needs of the Exchange as defined in the RFP - including RTM 9.0 – Reporting and Data Access.		

Appendix D: Pricing/Cost Proposal Submission

II: Exchange Proposal Pricing Grids

A. EXCHANGE ONGOING OPERATIONS – QHP

Number of Members	PMPM				
	Ongoing Operations Year 1	Ongoing Operations Year 2	Ongoing Operations Year 3	Ongoing Operations Opt. Year 4	Ongoing Operations Opt. Year 5
1 – 75,000					
75,001 – 85,000					
85,001 – 95,000					
95,001 – 105,000					
105,001 – 115,000					
115,001 – 125,000					
125,001 – 135,000					
Over 135,000					

B. EXCHANGE ONGOING OPERATIONS – MEDICAID

Number of Members	PMPM				
	Ongoing Operations Year 1	Ongoing Operations Year 2	Ongoing Operations Year 3	Ongoing Operations Opt. Year 4	Ongoing Operations Opt. Year 5
1 – 500,000					
500,000 – 550,000					
550,001 – 600,000					
600,001 – 650,000					
650,001 – 700,000					
700,001 – 750,000					
Over 750,000					

C. ONGOING OPERATIONS – VALUE ADDED SERVICES

A Respondent must identify ongoing costs associated for each Value Added Service it has submitted as part of its Proposal to the Exchange. Labor costs, if any, must be identified separately.

Appendix D: Pricing/Cost Proposal Submission
III: Pricing Impact Schedule – KPI/SLA Changes

Abandonment (%)	Avg. Speed of Answer	% Change in Rate	Adjusted PMPM Rate	Respondent Notes
5	60			
6	90			
7	90			
8	120			
9	150			
10	150			
11	180			
12	210			

NOTE

Respondents should prepare narratives and schedules for any other performance management components (including other KPIs/SLAs) that would be subject to change as a normal course of Exchange budget or operating requirements. Respondents' analysis should provide similar information on pricing impacts (as per above) that the Exchange must be aware of.

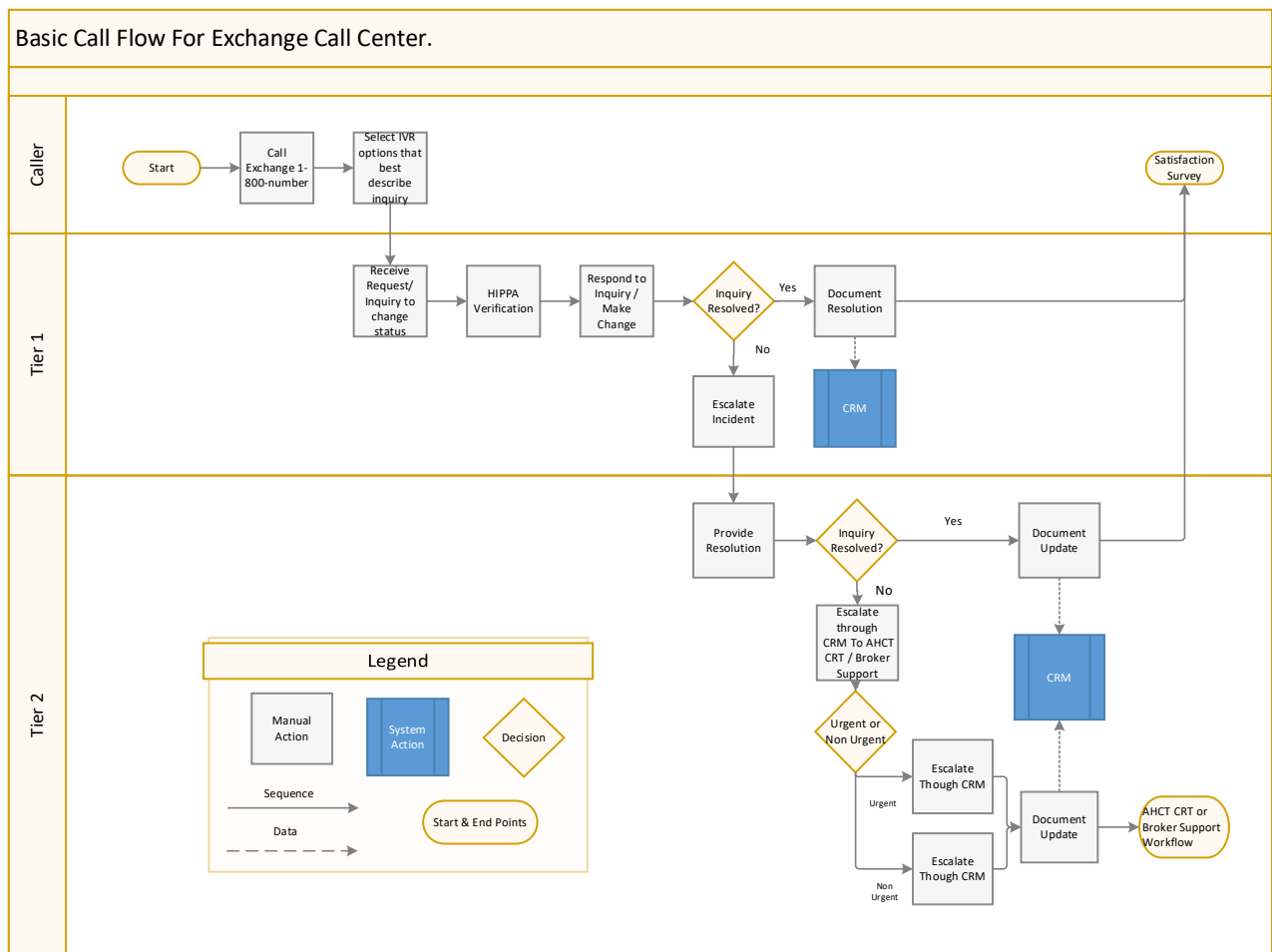
APPENDIX E
BUSINESS PROCESS, TRAINING & TECHNICAL
OPERATING INFORMATION

Appendix E: Business Process, Training & Technical Operating Information

I. Business Process

The selected Respondent is expected to provide a service platform, processes and procedures that will channel consumers to self-serve where so directed by the Exchange. The selected Respondent will be expected to implement capabilities to steadily increase flow to self-serve channels on a quarterly basis.

Basic Call Flow for the Call Center



Appendix E: Business Process, Training & Technical Operating Information

II. Training Matrix

Listed in the table below is the Training curriculum that the Exchange requires all customer-facing employees, including Call Center employees and Exchange employees, to complete. No one is permitted customer phone access without successfully completing this training course and passing the assessment with a minimum score of 80%. The curriculum is in addition to the selected Respondent’s existing training program. This curriculum is delivered through a web-based Learning Management System (“LMS”).

Training Requirements Curriculum Overview

<p>The Call Center Training</p>	<ul style="list-style-type: none"> • Working Knowledge of the Insurance Industry • Understanding of Health Plans • Basic Knowledge of HUSKY Health Programs • HIPAA • System Security • Customer Service Skills • Empathic Listening Skills • CRM Documentation • Lengthy Shadowing Process Plan • Detailed Skills Evaluation Program • Typing and Test Prior To Hiring • Basic Business Writing Evaluation Prior To Hiring
<p>Access Health CT Learning Center Foundational Knowledge</p>	<ul style="list-style-type: none"> • Introduction to the Affordable Care Act • Introduction to Access Health CT • Introduction to Health Insurance • Eligibility for Health Coverage • Introduction to Modified Adjusted Gross Income (MAGI) • Tax Reconciliation (IRS Form 1095) • Citizenship and Immigration Status • Employer Sponsored Insurance and COBRA • Special Enrollment Periods (SEPs) and SEP Verification Checklists (VCLs) • Working with Brokers and other Application Assisters • Terminating coverage • Renewals • Notices • Household Compositions • Stand-Alone Dental Coverage • Covered CT Program

<p>Access Health CT Learning Center ConsumerPortal</p>	<p>Consumer Portal Basics</p> <ul style="list-style-type: none"> • Exploring the Access Health CT Home Page • Pre-Qualification Screening for Health Insurance • Linking an application to an account • Creating an account <p>Consumer Portal Intermediate</p> <ul style="list-style-type: none"> • Starting Your Application • Build Your Household • Individual Details • Tax information • Save, Exit, or Continue an application • Household Income • Household Deductions • Additional Questions • Application Review and Submit • Uploading Documents • Eligibility Determination • Change Reporting
<p>Access Health CT Learning Center Worker Portal</p>	<p>Worker Portal Basics</p> <ul style="list-style-type: none"> • Work Item and Document Search • Create a New User • User Search and Manage Users • Application Search <p>Worker Portal Intermediate</p> <ul style="list-style-type: none"> • Before you Begin a New Initial Application • Create a new application • Applicant and Family Section • Household Relationships • Contact Information • Person Information • Income Information • Detailed Person Information • Family Health Coverage • Confirm Application • Application Review • Eligibility Determination • Verification and VCL <p>Final Assessment</p>

Appendix E: Business Process, Training & Technical Operating Information

III. Technical Information and Operating Models

Current Call Center Equipment Overview

Function	Current Vendor Supporting the Equipment/System	Exchange Notes for RFP Requirements
Staff Workstations/Laptops	<ul style="list-style-type: none"> Dell computers Dual monitors Windows 10 OS or current supported standard 	Expect Respondent's workstation to be Windows-based and maintain MS version current with the Exchange and installed web browser compliant with the Exchange's list of approved web browsers and versions
Telephones Headsets	<ul style="list-style-type: none"> Teleconnectors/Jabra 	Vendor Choice
Telephone System: PBX ACD Voice Mail Call Recording	<ul style="list-style-type: none"> Genesys 	Expect Respondent's Telephonics platform to be current with the respective vendor releases. Respondent's platform must be capable of capturing and archiving customer call level data for Exchange analytics
Call Tracking	<ul style="list-style-type: none"> Oracle Customer Relationship Management (CRM) 	Exchange has option to transfer CRM license from the Respondent to the Exchange.
Knowledge Management	<ul style="list-style-type: none"> Oracle Customer Relationship Management (CRM) 	Exchange has option to transfer CRM license from the Respondent to the Exchange.
Interactive Voice Response (IVR)	<ul style="list-style-type: none"> Genesys 	Currently only functions as a Call router – looking to leverage self-serve functionality in Respondent's proposed platform.
Outbound Dialer	<ul style="list-style-type: none"> N/A 	Vendor Choice
Workforce Management	Genesys/Looker	Vendor Choice
TTY	<ul style="list-style-type: none"> NexTalk/Simplicity TTY app -version 8.5.454.0 	Vendor Choice
Network – LAN/WAN Equipment	<ul style="list-style-type: none"> Prisma Cloud infrastructure 	<ul style="list-style-type: none"> Check Point firewalls or Exchange-approved firewall

Network – FTP Server	<ul style="list-style-type: none"> No on-site presence 	<ul style="list-style-type: none"> Server running Microsoft OS with compliant and approved FTP server installed. Domestic data warehouse location with 24x7 Exchange access via internet
Fileserver, E-mail, Support	<ul style="list-style-type: none"> Web based MS SharePoint and Microsoft Office 	<ul style="list-style-type: none"> Server running Microsoft OS Microsoft Active Directory Microsoft Exchange e-mail
Printing, Fax	<ul style="list-style-type: none"> N/A 	Vendor Choice

APPENDIX F
PERFORMANCE GUARANTEES/KPIs

Appendix F: Performance Guarantees/Key Performance Indicators (KPIs)

The selected Respondent must provide a written narrative for KPI results, corrective actions, and timelines. The Respondent agrees the performance management period will run from contract inception to contract termination (“Contract Performance Period”). The Respondent agrees that KPIs are subject to both annual changes and changes within a year as Exchange operational and financial objectives emerge or change. The Respondent agrees that the Exchange will have review and signoff on all Customer Service Representative (CSR) Quality Assurance (QA) protocols and quality measures. The selected Respondent will be required to provide service levels in accordance with the KPIs and requirements set forth in Exhibit 3 (Performance Management Plan) of the Contract, attached to the RFP as Appendix G.

APPENDIX G

CALL CENTER MANAGEMENT AGREEMENT

(The Exchange may require terms and conditions different from or in addition to the below terms and conditions.)

CALL CENTER MANAGEMENT AGREEMENT

BETWEEN

THE CONNECTICUT HEALTH INSURANCE EXCHANGE d/b/a

ACCESS HEALTH CT

AND

[SELECTED RESPONDENT]

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EXHIBITS

Exhibit Number	Exhibit Title/Description
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2	Financial Schedule
3	Call Center Services Performance Management Plan
4	Pre-Execution Deliverables
5	Request for Proposals
6	Response to Request for Proposals
7	Response to Traceability Matrix
8	Statement of Work
9	Subcontractor Certification
10	Contractor Personnel Acknowledgment
11	Assignment of Work Product
12	Consulting Agreements Representation and Nondiscrimination Certification
13	Change Management Plan

CALL CENTER MANAGEMENT AGREEMENT

This Call Center Management Agreement is entered into as of the Effective Date by and between **Connecticut Health Insurance Exchange d/b/a Access Health CT**, a quasi-public agency created by the State of Connecticut pursuant to Public Act 11-53 (the “Act”), with an office at 280 Trumbull Street, 15th Floor, Hartford, Connecticut 06103 (the “Exchange”) and _____, a [corporation, partnership, etc.] with an office at _____ (the “Contractor”) (each a “Party” and collectively the “Parties”).

Background

The Act established the Exchange as the state-based insurance marketplace for the State of Connecticut in accordance with the Patient Protection and Affordable Care Act of 2010, as amended by the Health Care and Education Reconciliation Act of 2010 (collectively, the “ACA”). Pursuant to the Act, the Exchange was tasked with reducing the number of individuals without health insurance in Connecticut and assisting individuals and small employers in the procurement of health insurance by, among other services, offering easily comparable and understandable information about health insurance options. Among other things, the Act and the ACA require the Exchange to provide several customer assistance tools, including a toll-free call center to provide information and assistance to customers. The call center receives inquiries from individual consumers and answers the consumers’ questions about healthcare coverage eligibility, enrollment, rates and benefits. The Exchange will need the assistance of a qualified third party to assist it with developing and operating such a call center, in accordance with the Act and the ACA, each as amended from time to time. The Exchange issued a Request for Proposal for a call center management vendor to assist it in the establishment and implementation of the foregoing and the Contractor has submitted an acceptable Response to RFP to the Exchange for the purpose of performing all the Services described therein. The Parties wish to set forth their intentions with respect to this engagement.

NOW, THEREFORE, in consideration of the mutual covenants and provisions of this Agreement, it is understood and agreed by and between the Parties hereto as follows:

1. **Definitions**

- 1.1. **Acceptance** means the determination by the Exchange that a Task or Deliverable satisfies the applicable Statement of Work provisions, business objectives of the Exchange and conforms to the terms of this Agreement.
- 1.2. **Acceptance Testing** shall have the meaning set forth in Section 3.3.1 of this Agreement.
- 1.3. **Act** shall have the meaning set forth in the Preamble section of this Agreement.
- 1.4. **Agreement** means all terms and conditions herein and all Exhibits attached hereto, including but not limited to the Request for Proposal, the Response to RFP and the Pre-Execution Deliverables.

- 1.5. **Annual Security Audit** shall have the meaning set forth in Section 8.4 of this Agreement.
- 1.6. **Call Center** means the physical locations, personnel and operations involved in receiving, responding to, triaging and referring telephone calls from members of the public regarding the Exchange, which includes but is not limited to the facilities Contractor utilizes for the performance of this Agreement in _____.
- 1.7. **Call Center Manager** means Contractor's representative who manages the processes and coordinates the Services with the Exchange to ensure the performance of the Tasks and delivery of the Deliverables. Contractor's Call Center Manager is the person so identified in Exhibit 1.
- 1.8. **Change Order** means a form of written amendment signed by both Parties that does not require a formal amendment to the Agreement that makes modifications to the Statement of Work; provided, however, a Change Order is not a modification to the Statement of Work that is required to correct a Defect hereunder. The minimum requirements of a Change Order are more particularly detailed in Section 16.2 of this Agreement.
- 1.9. **Claims** means all actions, suits, claims, demands, investigations and proceedings of any kind, pending or threatened, whether mature, unmatured, contingent, know or unknown, at law or in equity, in any form.
- 1.10. **Confidential Information** shall have the meaning set forth in Section 12.1 of this Agreement.
- 1.11. **Contractor** means _____.
- 1.12. **Contractor Intellectual Property** means all Intellectual Property used in the Solution that was first developed, conceived, authored or first reduced to practice solely by or for Contractor prior to the Effective Date.
- 1.13. **Contractor Personnel** means all employees, agents and independent contractors (excluding Subcontractors) who are providing Services hereunder on behalf of Contractor.
- 1.14. **Critical Error** means a failure of the Solution that significantly impacts the Contractor's ability to provide the Services, the ability of the Exchange to fulfill its legislative mandate, or has a significant financial impact on Exchange for which an alternative temporary solution or "work around" acceptable to Exchange may not be accomplished. A Critical Error includes, but is not limited to, the Call Center being non-operational, in whole or in part, for any period of time.

- 1.15. **Dashboard** means the computer interface developed or provided by Contractor to the Exchange for purposes of Exchange personnel accessing real-time information about the Call Center and its operations.
- 1.16. **Data** means all of the information, separately identifiable or in the aggregate, identified or de-identified, in motion or at rest, analyzed or raw, that is created, received or held by the Contractor for or on behalf of the Exchange.
- 1.17. **Data Breach** means any unauthorized use, access, or disclosure of Data, including but not limited to (i) any use or disclosure of Data in violation of the Exchange's policies and procedures or in violation of this Agreement, or (ii) any use or disclosure of in violation of any applicable state or federal law governing the use or disclosure of personally identifiable information.
- 1.18. **Defect** means any instance wherein the Solution is not operating in substantial conformance with the terms of this Agreement, including the Statement of Work, any applicable, approved requirements documents, or any Key Performance Indicator for reasons within the control of Contractor as determined in the commercially reasonable discretion of the Exchange after Acceptance by the Exchange.
- 1.19. **Deliverable** means a tangible or intangible Work Product or process required to be delivered, prepared or produced by the Contractor in accordance with the Statement of Work.
- 1.20. **Delivery Schedule** means that the completion date of each Task and Deliverable as may be set forth in the Statement of Work.
- 1.21. **Disclosing Party** means the party disclosing Confidential Information.
- 1.22. **Documentation** means collectively: (a) all of the written, printed, electronic, or other format materials published or otherwise made available by Contractor that relate to the functional, operational, and/or performance capabilities of the Solution; and (b) all user, operator, system administration, technical, support, and other manuals and all other written, printed, electronic, or other format materials published or otherwise made available by Contractor that address and or describe the functional, operational, and/or performance capabilities of the Solution.
- 1.23. **Effective Date** means the date on which this Agreement is fully executed and approved by both Parties.
- 1.24. **Enabling Legislation** means Connecticut General Statutes 38a Chapter 706C and the ACA, each as amended from time to time.
- 1.25. **Equipment** means all equipment, furnishings, software and hardware purchased by Contractor upon approval of the Exchange and used by the Exchange in

connection with the operation of the Solution and performance of the Services, all of which shall be in accordance with the terms of this Agreement.

- 1.26. **Exchange Intellectual Property** means all Intellectual Property owned or controlled by Exchange and used in connection with the performance of the Solution that (a) was first developed, conceived, authored or first reduced to practice solely by or on behalf of the Exchange, or for which Exchange owns or has a license, prior to the Effective Date; (b) was first developed, conceived, authored or first reduced to practice solely by or on behalf of the Exchange; or (c) acquired, developed or licensed by Exchange following the Effective Date. Exchange Intellectual Property specifically excludes Work Product and Contractor Intellectual Property.
- 1.27. **Financial Schedule** means the pricing and payment information attached hereto as Exhibit 2.
- 1.28. **Force Majeure Event** shall have the meaning set forth in Section 17.10 of this Agreement.
- 1.29. **[Intentionally Omitted.]**
- 1.30. **Functional Specifications** means the performance specifications and requirements set forth in the Statement of Work.
- 1.31. **Go-Live Date** means the latter of May 1, 2025 or the date upon which the Call Center receives and handles one-hundred percent (100%) of calls made to the Call Center by consumers.
- 1.32. **Incident** shall have the meaning set forth in Section 8.9.1 of this Agreement.
- 1.33. **Insurance Policies** shall have the meaning set forth in Section 14.1 of this Agreement.
- 1.34. **Intellectual Property** means any and all intellectual property and associated rights and protections thereof, including patents, inventions, improvements, discoveries, designs, know-how, compilations, works of authorship, copyrights, copyright applications and registrations, utility models, mask works, technical information, trade secrets, drawings, computer programs, processes, techniques and the like, whether patentable or registerable or copyrightable or not.
- 1.35. **Intellectual Property Rights** means any and all now known or hereafter known tangible and intangible (a) rights associated with works of authorship throughout the universe, including but not limited to copyrights, moral rights, and mask-works; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patents, designs, algorithms and other property rights; (e) all other intellectual property rights (of every kind and nature throughout the universe and

however designated), whether arising by operation of law, contract, license, or otherwise; and (f) all registrations, initial applications, renewals, extensions, continuations, divisions or reissues hereof now or hereafter in force (including any rights in any of the foregoing).

- 1.36. **Key Performance Indicator or KPI** means the measurements used to determine how well the Contractor provides the Services and the Solution to the Exchange which are set forth in the Call Center Services Performance Management Plan attached hereto as Exhibit 3.
- 1.37. **Key Persons/Subcontractors** mean the Call Center Manager and all other Contractor personnel and Subcontractors designated as Key Persons/Subcontractors in Exhibit 1 attached hereto.
- 1.38. **Performance Period** means the period of evaluation of an aspect of the Contractor's Services as set forth in this Agreement.
- 1.39. **Pre-Execution Deliverables** shall mean those reports, documents and other materials provided to the Exchange prior to the Effective Date, which are included in Exhibit 4 attached hereto.
- 1.40. **Premises** means all locations, facilities and buildings used by the Contractor to provide the Services, including but not limited to the Call Center.
- 1.41. **Receiving Party** means the Party receiving Confidential Information.
- 1.42. **Record** shall have the meaning set forth in Section 13.1 of this Agreement.
- 1.43. **Renewal Term** shall have the meaning set forth in Section 10.1 of this Agreement.
- 1.44. **Request for Proposals or RFP** means the Exchange's request for proposals issued July 12, 2024 for a call center management contractor to provide certain services for the Exchange, which RFP is incorporated into this Agreement as Exhibit 5.
- 1.45. **Response to RFP** means the Contractor's response to the RFP incorporated into this Agreement as Exhibit 6.
- 1.46. **Response to Traceability Matrix** means the document entitled "Response to Traceability Matrix" incorporated into this Agreement as Exhibit 7.
- 1.47. **Safeguards** shall have the meaning set forth in Section 8.2 of this Agreement.
- 1.48. **Security and Privacy Officer** shall mean the individual designated as such in accordance with Section 8.1.

- 1.49. **Security Incident** means, regardless of scope or size, any successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Solution; excluding unsuccessful attempts at unauthorized access, such as pings, port scans, unsuccessful log-on attempts, and denials of service, and other broadcast attacks.
- 1.50. **Services** means all efforts to be expended by Contractor as set forth in this Agreement including but not limited to installation, configuration, implementation, support, warranty, maintenance, operation and support and transition of the Solution, and any services set forth in a fully executed Change Order.
- 1.51. **Solution** means the platform, architecture, software, the Call Center, and infrastructure and/or any components thereof necessary for the Exchange to fulfill the objectives and obligations as set forth in the Enabling Legislation.
- 1.52. **State** means the State of Connecticut.
- 1.53. **Statement of Work** means the document attached hereto as Exhibit 8 which describes certain Services to be provided by Contractor.
- 1.54. **Subcontractor** means the third parties engaged by Contractor to perform the Services on its behalf.
- 1.55. **Subcontractor Intellectual Property** means all Intellectual Property owned by Subcontractor that was first developed, conceived, authored or first reduced to practice by Subcontractor and used within the Solution.
- 1.56. **Task** means any obligation set forth in the Statement of Work describing the specific Services to be provided by Contractor under this Agreement.
- 1.57. **Term** shall have the meaning set forth in Section 10.1 of this Agreement.
- 1.58. **Transition Assistance Services** means all services reasonably necessary to transition the Solution to the Exchange or a third party designated by the Exchange upon termination or expiration of this Agreement for any reason, and as more particularly described in Section 10.5.1.2.
- 1.59. **Transition Period** shall have the meaning set forth in Section 10.5.1.3 of this Agreement.
- 1.60. **Transition Plan** means a written document prepared by the Contractor and approved by the Exchange which details the Transition Assistance Services and the timelines and responsible parties for each, which the Contractor shall perform upon termination or expiration of this Agreement.

- 1.61. **Third Party Intellectual Property** means any intellectual property owned by parties other than the Exchange, Contractor or Subcontractor and contained in, or necessary for the use or optimal use of, the Solution.
- 1.62. **Unresolved Solution Errors** shall have the meaning set forth in Section 3.3.2.
- 1.63. **Work Product** means every Task, Deliverable, invention, modification, discovery, design, development, customization, configuration, improvement, process, software (excluding Contractor, Subcontractor or Third Party Intellectual Property), work of authorship, Documentation, formulae, datum, code, technique, reporting logic, know how, secret, or Intellectual Property Right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is made, conceived, discovered, or reduced to practice by Contractor or Contractor Personnel or Subcontractor (either alone or with others) on behalf of the Exchange pursuant to the Agreement. Work Product does not include Contractor Intellectual Property.

2. **Engagement of Contractor**

The Exchange hereby engages Contractor during the Term of this Agreement to provide the Services set forth in this Agreement, and Contractor hereby accepts such engagement to provide the Services in accordance with the terms of this Agreement.

3. **Scope of Services**

3.1. **Performance.** Contractor shall perform the Services set forth in the Statement of Work, and all other obligations set forth in this Agreement. Contractor shall provide monthly (or more frequently if requested by the Exchange) written reports in the format requested by the Exchange updating the Exchange with respect to the status of completion of the Deliverables and Tasks and any performance issues or concerns.

3.2. **Acceptance of Deliverables and Tasks**

3.2.1. Contractor shall deliver Deliverables and complete the as set forth in the Statement of Work by no later than the Delivery Schedule set forth in the Statement of Work.

3.2.2. Contractor shall provide written notice to Exchange upon delivery of a completed Deliverable or completion of a Task. By no later than (i) fifteen (15) days after receipt of such notice, or (ii) the due date set forth in the Delivery Schedule, whichever is later, Exchange shall determine whether the Deliverable and/or Task meets, in all material respects, the terms of the Agreement, including but not limited to the Statement of Work. With respect to any Tasks and/or Deliverables that are subject to

Acceptance Testing, Exchange shall conduct Acceptance Testing as set forth in Section 3.3.1. If Exchange determines that the Task and/or Deliverable meets, in all material respects, the terms of this Agreement, Exchange shall notify Contractor of Exchange's Acceptance and make the appropriate performance payments set forth in the Statement of Work and in accordance with Section 9.2.2 herein.

- 3.2.3. If the Exchange determines that a Task and/or Deliverable does not meet, in all material respects, the terms of the Agreement, Exchange shall notify Contractor in writing of Exchange's rejection of the Task and/or Deliverable, and describe in reasonable detail the Exchange's basis for rejection of the Task and/or Deliverable. Upon receipt of notice of non-acceptance, Contractor shall, within a fifteen (15) day period, cure the deficiency relating to the Task and/or Deliverable at Contractor's sole expense so that the Task and/or Deliverable meets, in all material respects, the terms of this Agreement, and notify the Exchange in writing that it has completed such modifications or improvements and re-tender the Task and/or Deliverable to Exchange. Exchange shall thereafter review the modified or improved Task and/or Deliverable within fifteen (15) days of receipt of the Contractor's delivery of the Task and/or Deliverable.

3.3. Acceptance Testing.

- 3.3.1. Acceptance Testing. The Exchange may, in its discretion, test or evaluate each component of the Solution ("Acceptance Testing") to determine if it meets the terms of this Agreement. If the Solution fails to conform to or perform according to the terms of this Agreement, the Exchange will notify Contractor, in writing, specifying the manner in which it fails to comply. Upon receipt of such written notice, Contractor shall correct any such failure within fifteen (15) business days from the date of receipt of the Exchange's notice or such later date as the Exchange shall specify in its notice, and shall resubmit the corrected Solution to the Exchange for retesting according to this Section 3.3.1, all at no additional charge or cost to the Exchange.

- 3.3.2. Acceptance Period. Upon completion of Acceptance Testing, Contractor shall use the Solution in a live environment for the receipt, responding to, triaging and referring of telephone calls from members of the public in a manner consistent with this Agreement for a period of ninety (90) days. At the end of such ninety (90) day period, there shall be no known Unresolved Solution Errors, as communicated in writing from Exchange to Contractor. For the purpose of this Section 3.3.2, "Unresolved Solution Errors" are errors that prevent the Solution from complying with the terms of this Agreement, including but not limited to the Statement of Work. If an Unresolved Solution Error exists, the Exchange will notify Contractor, in writing, specifying in reasonable

detail the Unresolved Solution Error. Upon receipt of such written notice, Contractor shall correct the Unresolved Solution Error within ten (10) business days from the date of receipt of Exchange's notice or such later date as the Exchange shall specify in its notice, and shall resubmit the Solution to the Exchange for reevaluation, all at no additional charge or cost to the Exchange. Thereafter, if the Solution fails to conform or perform as required, or if an Unresolved Solution Error continues to exist, upon receipt of Exchange's notice or such later date as Exchange shall specify in its notice, Contractor shall have ten (10) additional business days to resubmit the Solution to the Exchange for reevaluation, all at no additional charge or cost to the Exchange. Thereafter, if the Solution still fails to conform or perform as required, or if an Unresolved Solution Error continues to exist, Contractor, in consultation with the Exchange and subject to its prior approval, shall engage a qualified third party to fully remedy the Unresolved Solution Errors to the satisfaction of the Exchange at no additional cost to the Exchange. Whether or not the Solution conforms to the Statement of Work or the terms of this Agreement is an issue that shall be determined in the commercially reasonable discretion of the Exchange. Such determination shall be based on the terms of the Statement of Work, the terms of this Agreement, any applicable, approved requirements documentation and any and all other documentation that is relevant to the determination of the performance requirements of the Solution.

- 3.4. Correction of Defects. During the Term and Renewal Term of the Agreement, the Contractor shall have an ongoing commercially reasonable responsibility to remedy, at its sole cost, any and all Defect(s) that it is notified of by the Exchange. Upon receipt of written notice from the Exchange of a Defect, the Contractor shall use its best efforts to fully assess the nature of such Defect within three (3) business days of receipt of written notice. Based upon the Contractor's assessment, the Contractor shall either fully remedy such Defect within such period or provide the Exchange with a plan of correction to remedy such Defect in a time period that is consistent with industry standards; provided, however, if the Defect results in the Solution being substantially nonoperational for more than ten (10) business days, the Contractor shall engage a third-party expert, mutually agreed upon by the Parties, to remedy such Defect in the most timely manner. In addition to the rights of the Exchange set forth herein, the correction of Defects that impact KPIs shall be subject to Exhibit 3.
- 3.5. Premises. Contractor shall be solely responsible for locating, obtaining, leasing, building-out and furnishing all Premises. Contractor shall ensure that the Premises are adequately safeguarded from unauthorized access and damage, as set forth in greater detail on the applicable Statement of Work. All Premises shall be located within the territory of the United States of America.

4. Use of Subcontractors

- 4.1. Subcontractor Requirements. Exchange recognizes that Contractor may have the need to utilize one or more Subcontractors in the performance of Services. With the exception of subcontractor(s) identified in the Proposal, no Subcontractor may be utilized to provide the Services on behalf of the Contractor without the prior written approval of the Exchange. Notwithstanding any contrary interpretation of this Agreement or any contracts between Contractor and its Subcontractors, Contractor acknowledges and agrees that all provisions of this Agreement shall apply with equal force to such Subcontractors as if such Subcontractor were Contractor's own employee; provided, however, with respect to the insurance requirements set forth in Section 14 of this Agreement, the Contractor shall name each Subcontractor as an additional insured to the extent that the Subcontractor is not required by law or Section 14.6 to maintain its own coverage. Nothing stated herein shall preclude the Exchange from bringing any claim against a Subcontractor or its insurance coverage. Contractor shall require each of its Subcontractors to execute all required documents reasonably requested by Exchange, including obtaining from each Subcontractor written certification of its agreement to comply with all of the applicable terms and conditions of this Agreement, as set forth in Exhibit 9 hereof and assign Subcontractor Work Product as more particularly described in Section 11.4.1 of this Agreement. Contractor shall require each of its Subcontractors to fully comply with their obligations under this Agreement and will take all steps necessary to enforce such requirements and use commercially reasonable efforts to cause its Subcontractors to comply with and perform the terms and conditions of this Agreement.
- 4.2. Subcontractor Payment. Contractor shall pay in full all of its Subcontractor claims, including any actual amounts paid by Contractor directly to its Subcontractors for the provision of Services in accordance with the terms of this Agreement. The cost and payment for the Services of any Subcontractor(s) engaged or retained by Contractor shall be the sole responsibility of Contractor and shall be, in no instance, in addition to the payment obligations hereunder. Contractor shall indemnify and hold the Exchange harmless for any payment claims made by a Subcontractor against the Exchange for Services provided hereunder.
- 4.3. Subcontractor Reports. Upon Exchange's request, Contractor shall provide a written monthly report to Exchange of the Services rendered by such Subcontractor. Contractor warrants that there shall be no compromise in the quality of Services and/or Delivery Schedule due to the use of Subcontractors.
- 4.4. Termination of Subcontractors. Upon receipt of thirty (30) days prior written notice from Exchange, Contractor shall discontinue using any Subcontractor in the performance of the Services that Exchange identifies as unsatisfactory. Exchange shall exercise its commercially reasonable discretion in making any such decision. Notwithstanding the above, Contractor shall discontinue using a Subcontractor immediately upon receiving notification from the Exchange of a

determination that the performance of the Services by a Subcontractor is posing a risk to the Exchange's employees or customers, the Exchange's legislative mandate set forth in the Act and ACA, or to the privacy and security of the Data.

- 4.5. Subcontractor Interruption. In the event of any termination of a Subcontractor, whether at the direction of the Exchange or Contractor or at Subcontractor's own volition, Contractor shall prepare, in writing, a transition plan to mitigate any interruption in the provision of the Services which may be caused by or result from the termination of the Subcontractor. Unless prevented based upon immediate termination as permitted by Section 4.4, the transition plan shall be provided to the Exchange at least thirty (30) days prior to the date of termination and be subject to the prior approval of the Exchange.
- 4.6. Reservation of Rights. The Exchange reserves the right to communicate with any and all Subcontractors without the presence of the Contractor should it determine in its sole discretion that it is necessary to do so; provided, however, the Exchange shall have no right to direct any Subcontractor.

5. Operational Matters

- 5.1. Call Center Manager. Contractor shall designate a Call Center Manager for the Services as identified in Exhibit 1. The Call Center Manager shall be responsible for the overall Services to be performed hereunder, including but not limited to compliance with the Statement of Work, the Delivery Schedule and the functionality of the Solution. Such Call Center Manager or designee (approved by the Exchange) shall be readily accessible and timely available by telephone to Exchange personnel on a 24/7, 365 day basis to address issues or concerns relating to the performance and operation of the Solution. The Call Center Manager shall participate with Exchange in periodic review sessions (by phone or in person) and shall provide at Exchange's request detailed progress reports that identify completed Tasks and Deliverables and the status of the Services remaining to be performed as set forth in the Statement of Work. The Exchange shall approve the appointment or any replacement of the Call Center Manager prior to such appointment or replacement.
- 5.2. Key Persons/Subcontractors. Contractor acknowledges and agrees that Exchange selected Contractor to enter into this Agreement because of the special qualifications of Contractor's Key Persons/Subcontractors identified in Exhibit 1. Contractor's Key Persons/Subcontractors shall not delegate performance of their powers and responsibilities they are required to provide under this Agreement to another Contractor Personnel or Subcontractor without first obtaining the written consent of the Exchange. Further, Contractor shall not re-assign or transfer or divert the Key Persons/Subcontractor to other duties or positions such that the Key Persons/Subcontractors are no longer available to provide the Exchange with their expertise, experience, judgment, and personal attention, without first obtaining the Exchange's prior written consent to such re-assignment or transfer,

which Exchange shall not unreasonably withhold or delay. Notwithstanding the foregoing, Contractor may replace Key Persons without Exchange's consent in the event any Key Persons are no longer available due to death, illness or termination of employment with Contractor. In the event Contractor requests that the Exchange approve a re-assignment or transfer of the Key Persons, or if Contractor must replace Key Persons due to death, illness or termination of employment with the Contractor, the Exchange shall have the right to review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Persons. The Exchange shall have a sufficient amount of time to review such proposed personnel, but in no circumstances longer than ten (10) business days. Such approval shall not be unreasonably withheld. Any such replacement shall have substantially equivalent or better qualifications than the Key Person being replaced. Any replacement personnel or subcontractor approved by Exchange shall thereafter be deemed a Key Person/Subcontractor for purposes of this Agreement and Exhibit 1 shall be deemed amended to include such Key Person/Subcontractor.

- 5.3. Contractor's Access to Exchange Premises and Property. Contractor shall neither use nor allow Contractor Personnel or Subcontractors to use any part of Exchange premises or property for any purpose other than the performance of the Services under this Agreement. On-site Contractor Personnel and Subcontractors shall follow and adhere to applicable Exchange policies and procedures including, by way of example only and without limitation, (a) sign-in procedures, (b) identification badges, (c) executing confidentiality statements, and (d) participation in any required training programs.
- 5.4. Removal of Contractor Personnel. If any Contractor Personnel fails, in Exchange's sole discretion, to perform in a competent manner, and Exchange notifies Contractor in writing that the Contractor Personnel is no longer acceptable to Exchange, citing the grounds and specific supporting facts, then, after written notification from Exchange, Contractor shall no longer schedule the Contractor Personnel to provide or support services for Exchange under this Agreement. Exchange, in its sole discretion, may modify this restriction upon presentation in writing by Contractor of adequate reasons and facts for modifying the restriction.
- 5.5. Background Checks. Contractor shall perform background checks on each Contractor Personnel and Subcontractor prior to such individual providing Services hereunder and, if applicable, every three (3) years thereafter, which background check shall consist of at least the following: (i) Social Security number verification; (ii) national search of criminal records maintained in any state; (iii) search of criminal records maintained by the federal government; (iv) and search of records maintained by the Office of the Inspector General for exclusions and/or sanctions. The Contractor understands and agrees that the Exchange may prohibit any Contractor Personnel or Subcontractor from performing any Services on the basis of the result of its, his or her background

check. Contractor agrees to engage a qualified and reputable firm to conduct such searches and provide Exchange with written documentation evidencing such background checks. In the event that any background check reveals any criminal record, exclusion or sanctioning from federal government payer programs or any national security issues whatsoever in connection with a Homeland Security Search, the Contractor shall immediately notify the Exchange and provide relevant documentation.

- 5.6. Contractor Conduct. In the event that Contractor receives any complaints or material concerns from members of the public contacting, or attempting to contact, the Call Center or any third-party while performing Services, Contractor shall include all such relevant information to the Exchange in its monthly written report, unless Contractor reasonably believes that a particular complaint or concern is of immediate concern wherein it should verbally report such concern to the Exchange within forty-eight (48) hours of Contractor's receipt.
- 5.7. Exchange Right to Perform. The Exchange reserves the right, in its commercially reasonable discretion, to perform directly and without the assistance of the Contractor, any portion of the affected Services described hereunder in the event that the Solution is substantially nonoperational for more than ten (10) business days and Contractor has failed to take reasonable steps to fix the Solution as determined in the commercially reasonable discretion of the Exchange. Should the Exchange assume any of the responsibilities of the Contractor, it shall notify the Contractor in writing of its assumption of the Contractor's duties.
- 5.8. Reports. Contractor shall prepare and provide to the Exchange those reports required by this Agreement, the Statement of Work, and the Call Center Services Performance Management Plan. All such reports shall be in the form and format reasonably requested by the Exchange. All such reports prepared by the Contractor must be complete and accurate and meet the specific specifications set forth in the Statement of Work and the Call Center Services Performance Management Plan, as applicable.
- 5.9. Procurement of Equipment. At all times during the Term and Renewal Term of this Agreement, in the event the performance of the Services, this Agreement or a Statement of Work requires the Contractor to purchase or lease Equipment for use by the Exchange, such purchase or lease shall adhere to the following requirements: (i) Contractor shall purchase or lease Equipment at the terms most favorable to the Exchange available in the market; (ii) Contractor shall give the Exchange prior notification of any Equipment it intends to purchase or lease for or on behalf of the Exchange, and shall provide any such additional information reasonably requested by the Exchange, including but not limited to pricing and specifications; and (iii) Contractor shall pass through to the Exchange only the actual purchase price of the Equipment and any applicable taxes or shipping and handling costs or fees. At any time during the Term and Renewal Term of this Agreement, the Exchange, in its sole discretion, may purchase the Equipment and/or independently confirm pricing for such Equipment.

- 5.10. Equipment Inventory. Within sixty (60) days of the Go-Live Date, Contractor shall provide a written inventory of all Equipment in which the Exchange has a right of ownership, lease, use or otherwise. Contractor shall provide Contractor a written update of such inventory annually.
- 5.11. Training. Contractor shall provide a comprehensive training program to Contractor Personnel and Subcontractors as directed by the Exchange. The training program shall incorporate training materials provided to Contractor by the Exchange and shall address the obligations of Contractor pursuant to this Agreement and applicable state and federal law. Training for Call Center personnel shall be performed as required by the Statement of Work.
- 5.12. Exchange Access to Call Center. At all times during the Term hereof, the Exchange shall have unlimited access to the Call Center during the Contractor's regular business hours. The Exchange shall require its employees, agents and contractors to abide by Contractor policies while on Call Center premises.
- 5.13. Key Performance Indicator Summaries. Contractor shall comply with any KPI reporting requirements set forth in Exhibit 3.

6. **Contractor Representations and Warranties**

- 6.1. Duly Authorized. Contractor represents and warrants that it has the right to enter into this Agreement. Contractor further represents and warrants that there are no outstanding assignments, grants, licenses, encumbrances, obligations, or agreements (whether written, oral, or implied) that are inconsistent with this Agreement and the rights granted or transferred herein.
- 6.2. Good Standing. Contractor represents and warrants that it is a legally organized entity in good standing under the laws of its state of domicile and, where required, in good standing under the laws of the State of Connecticut and authorized and registered to conduct business in the State of Connecticut, and any other state in which the Premises and Call Center is located.
- 6.3. Compliance with Law. Contractor represents and warrants that it is not in violation of, charged with, nor to the best of Contractor's knowledge, under any investigation with respect to violation of any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the Services. Contractor represents and warrants that all Services will be performed in accordance with all applicable State and federal law.
- 6.4. Litigation. Contractor represents and warrants to Exchange that there is no action, suit, claim, investigation or proceeding pending, or to the best of Contractor's knowledge, threatened against, by or affecting Contractor or the Solution which, if adversely decided, might adversely affect Contractor's ability

to enter into this Agreement, Contractor's performance of its obligations herein, or Exchange's use of the Solution.

- 6.5. Standard of Conduct. Contractor represents and warrants that it agrees to perform the Services described in this Agreement with the standard of care and skill of an expert regularly rendering Services of the type required by this Agreement in accordance with the requirements of this Agreement and the accompanying Exhibits.
- 6.6. Qualifications. The Contractor, Contractor Personnel and each Subcontractor possess the experience, expertise and qualifications necessary to perform the Services.
- 6.7. Functional Specifications. Contractor represents and warrants that the Services and Solution shall substantially conform to the Statement of Work, and that the Services and Solution shall be free from material defects in workmanship and materials that prevent them from substantially meeting the aforementioned criteria. Contractor further warrants that any Services provided by it, Contractor Personnel or a Subcontractor under this Agreement shall be performed in a workmanlike manner and in accordance with the prevailing professional standards of the industry, including but not limited to standards relating to completeness and accuracy. The Contractor represents and warrants to the Exchange that the Solution shall function without Critical Error in accordance with the Statement of Work.
- 6.8. Workmanlike Services. The Contractor represents and warrants to the Exchange that it shall perform the Services and provide the Deliverables required by this Agreement in a workmanlike manner, in accordance with the standards of care and diligence and the level of skill, knowledge, and judgment normally practiced by nationally recognized business process outsourcing and customer service firms in performing services of a similar nature, provided, however, that where this Agreement specifies a particular standard or criteria for performance, this warranty is not intended to and does not diminish that standard or criteria for performance. Further, Contractor represents, warrants, and covenants that it shall provide the Services or create any Deliverables using only proven current technology or methods unless otherwise mutually agreed by the Parties in the Statement of Work.
- 6.9. Documentation. Contractor represents and warrants to the Exchange that it has provided to the Exchange all Documentation for the Solution and that such Documentation is detailed and complete and accurately describes the functional and operational characteristics of the Solution. Contractor further represents and warrants that it will provide to the Exchange updated versions of all such Documentation when it provides to Customer enhancements to the Solution and that all such updated Documentation will be complete and accurate and will be at least as detailed as the Documentation issued to the Exchange with the initial version of the Solution.

- 6.10. Restrictive Covenants. Contractor represents and warrants that it and Subcontractors are not subject to any restrictive covenant or non-solicitation agreement that would preclude its performance hereunder.
- 6.11. Conflicts. The execution, delivery and performance of the Agreement will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the state; or (3) any agreement, document or other instrument to which Contractor is a party or by which it may be bound;
- 6.12. Ethics. Contractor represents and warrants that it is not in violation of any State ethics law or requirement.
- 6.13. Infringement. Contractor represents and warrants that the Contractor's Intellectual Property and the Exchange's use of the Contractor's Intellectual Property, utilized in accordance with the terms of this Agreement, do not and will not infringe upon any Intellectual Property Rights of any third party; and that any Work Product does not and shall not: (a) infringe on the Intellectual Property Rights of any third party or any rights of publicity or privacy; (b) violate any law, statute, ordinance or regulation (including without limitation the laws and regulations governing export control, unfair competition, antidiscrimination or false advertising); (c) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; or (d) be obscene, pornographic or harmful to minors.
- 6.14. Interfaces. The Contractor represents and warrants that all software utilized for the Solution and the Dashboard operate with well-defined and compatible interfaces.
- 6.15. Fully Operational. Contractor represents and warrants to the Exchange that the Solution is fully capable of operating on and is compatible with the Equipment. Contractor warrants that the Exchange's known hardware, software, operating system(s), software application(s) and network will be capable of utilizing the Dashboard and accessing real-time Call Center Data and statistics, as described in the Statement of Work without modification.
- 6.16. Third-Party Software. Contractor hereby assigns to Exchange all end-user warranties and indemnities relating to third-party software. To the extent that Contractor is not permitted to assign any of such end-user warranties and indemnities through to Exchange, Contractor shall fully enforce such warranties and indemnities on behalf of the Exchange.
- 6.17. Debarment. Contractor represents and warrants that neither it, its Contractor Personnel or Subcontractors are excluded from participating in the Medicare, Medicaid or other government payer programs, nor currently debarred or suspended or listed on the General Services Administration's ("GSA") List of Parties Excluded from Federal Procurement or Nonprocurement Programs in

accordance with Executive Orders 12549 and 12689, “Department and Suspension” as updated from time to time. Contractor shall immediately notify Exchange if it becomes debarred or suspended during the term of this Agreement. Contractor further represents that no adverse action by the federal or state government that will or may result in exclusions from a federal or state health care program has occurred or is pending or threatened against Contractor. During the Term and Renewal Term of this Agreement, Contractor agrees that it shall not perform any act that shall cause Contractor to be excluded from a federal health care program or debarred, suspended or listed in the GSA’s List of Parties Excluded from Federal Procurement or Nonprocurement Programs, as updated from time to time.

- 6.18. Judgments. Neither Contractor nor any Contractor Personnel has been convicted of, or had a civil judgment rendered against them, for commission of fraud or a criminal offense in connection with obtaining or performing a transaction or contract with any governmental entity.
- 6.19. Investigations. Neither Contractor nor any Contractor Personnel is presently indicted or, to the best of Contractor’s knowledge, under investigation for, or otherwise criminally or civilly charged by, any governmental entity with commission of any of the offenses identified in Section 6.18.
- 6.20. Government Contracts. None of Contractor’s prior or other contracts with any governmental entity has been terminated by the governmental entity for cause.
- 6.21. Performance in the United States. Contractor represents and warrants that all Services will be performed in the territory of the United States of America and all Data will be maintained and stored solely in the territory of the United States of America.
- 6.22. Continuing Representations and Warranties. Contractor acknowledges and agrees that each representation and warranty made in this Agreement is made on behalf of itself, its Contractor Personnel and each Subcontractor as of the Effective Date and continually throughout the Term and Renewal Term of this Agreement. In the event that any representation or warranty made by Contractor in this Agreement is no longer true or accurate for any reason, Contractor shall immediately notify the Exchange in writing of the occurrence and provide such information as reasonably requested by Exchange.

7. Duties of Exchange

- 7.1. Access to Exchange Resources. The Exchange shall provide the Contractor with timely access to Exchange personnel with information that would assist the Contractor in the performance of its Services hereunder, including participation in meetings and teleconferences. In addition, during the Term and Renewal Term of this Agreement, the Exchange shall provide the Contractor with access to the Exchange’s premises, facilities and hardware which access is necessary to

perform the Services, including adequate office space, utilities and administrative support services reasonably necessary to perform the Services under this Agreement.

- 7.2. FOIA Cooperation. If the Exchange receives a request to disclose any information or documents pursuant to Connecticut General Statutes Section 1-200, et. seq. known as the Freedom of Information Act (“FOIA”), the Exchange will give notice to Contractor. The Exchange makes no representations or warranties with respect to whether or not any information provided to it by the Contractor or Subcontractor will be considered confidential for purposes of FOIA and shall have no obligation to defend against such request for the purpose of preventing a disclosure under FOIA. In no event shall the Exchange have any liability for the disclosure of documents or information in its possession that the Exchange believes it is required to disclose pursuant to FOIA or any other law. For any and all information that Contractor believes to be exempt from disclosure under FOIA, Contractor must identify the specific information, provide an explanation and rationale sufficient to justify each claimed exemption consistent with Connecticut General Statutes § 1-210(b) along with such redacted version of the document. For the avoidance of doubt, Contractor is not permitted to claim a general exemption from FOIA for the entirety of any document.

8. Data Confidentiality and Security

- 8.1. Designation of Security and Privacy Control Officer. Contractor shall designate a qualified individual to serve in the capacity of Security and Privacy Control Officer for the purpose of overseeing all applicable security and privacy policies and standards for the safeguarding of the Data.
- 8.2. Safeguards. Contractor shall implement and maintain technical, physical and administrative standards sufficient to protect and ensure the privacy and security of the Data, including but not limited to: (i) the specifications and requirements set forth in applicable federal law, including but not limited to the ACA, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act, and the Sarbanes-Oxley Act of 2002, and the implementing regulations of each including but not limited to 45 C.F.R. § 155.260(b)(3), each as amended from time to time; (ii) State laws governing the use, disclosure or safeguarding of personal information, all as amended from time to time; (iii) any other industry standards or best practices regarding the maintenance and security of data, including but not limited to applicable guidance National Institutes of Standards and Technology (“NIST”), including but not limited to NIST Special Publication 800-53 Rev 4; and (iv) Contractor’s privacy and security policies, procedures and protocols (collectively the “Safeguards”). Contractor shall provide the Exchange with adequate advance written notice of any material modifications to the Safeguards. Contractor shall monitor, periodically assess and update its Safeguards to ensure the continued effectiveness of the Safeguards. Contractor shall promptly inform the Exchange

of any change in its administrative, technical or operational environments that would require an alteration of the Safeguards.

- 8.2.1. Contractor shall develop and document access agreements for Contractor's organizational information systems, consistent with the provisions of the ACA and the requirements of 45 CFR §155.260 – Privacy and security of personally identifiable information, paragraphs (b)(2) and (c). Contractor shall review and update the access agreements as part of the system security authorization or when an applicable contract is renewed or extended, but minimally within every three hundred sixty-five (365) days, whichever occurs first. Contractor shall ensure that individuals requiring access to organizational information and information systems: (1) Acknowledge (paper or electronic) appropriate access agreements prior to being granted access; and (2) Re-acknowledge access agreements to maintain access to organizational information systems when access agreements have been updated.
- 8.2.2. If applicable, Contractor shall develop and document personnel security requirements including security roles and responsibilities for third-party providers, which:
 - 8.2.2.1. Requires third-party providers to comply with personnel security policies and procedures established by the Contractor; and Contractor shall monitor third-party provider compliance with the requirements set forth in this subsection, as applicable.
 - 8.2.2.2. Requires third-party providers to notify Contractor of any personnel transfers or terminations of third-party personnel who possess Contractor credentials and/or badges, or who have information system privileges within fifteen (15) calendar days.

Contractor shall monitor third-party provider compliance with the requirements set forth in this Section 8.2.2.

- 8.2.3. Contractor shall develop and document requirements for the use of external information systems that will:
 - 8.2.3.1. Contractor Parties and non-Contractor Parties (such as business partners), prohibit the use of external information systems, including but not limited to, Internet kiosks, personal desktop computers, laptops, tablet personal computers, personal digital assistant (PDA) devices, cellular telephones, facsimile machines, and equipment available in hotels or airports to store, access, transmit, or process Data,

unless explicitly authorized, in writing, by Contractor. If external information systems are authorized, the Contractor shall establish strict terms and conditions for their use, and in the case of non-Contractor Parties, such terms and conditions must be approved in advance by the Exchange prior to the granting of such authorization. The terms and conditions must address, at a minimum:

- 8.2.3.1.1. The types of applications that can be accessed from external information systems;
 - 8.2.3.1.2. The maximum FIPS 199 security category of information that can be processed, stored, and transmitted;
 - 8.2.3.1.3. How other users of the external information system will be prevented from accessing federal information;
 - 8.2.3.1.4. The use of VPN and stateful inspection firewall technologies;
 - 8.2.3.1.5. The use of and protection against the vulnerabilities of wireless technologies;
 - 8.2.3.1.6. The maintenance of adequate physical security controls;
 - 8.2.3.1.7. The use of virus and spyware protection software; and
 - 8.2.3.1.8. How often the security capabilities of installed software are to be updated.
- 8.2.3.2. If Contractor desires to authorize the use of external information systems by non-Contractor Parties, the Exchange must consent to such authorization and the terms and conditions governing use must be approved in advance by the Exchange prior to Contractor's authorization of such use by a non-Contractor Party. Following approval by the Exchange, the terms and conditions will allow authorized Non-Contractor Parties to:
- 8.2.3.2.1. Access the information system from external information systems; and
 - 8.2.3.2.2. Process, store, or transmit Contractor-controlled information using external information systems.
- 8.2.4. Contractor shall develop and document terms and conditions for the use of non-Contractor owned information systems, system

components, or devices to process, store, or transmit Data. Use of Contractor-owned devices must: (i) be documented within the Agreement and Contractor's system security plan, (ii) employ information security and privacy protections appropriate for the sensitivity of the data, and (iii) be approved by the Exchange in advance. Use of personally owned devices must comply with Contractor's policies and directives on use of personally owned information systems and components.

8.2.5. Pursuant to 5 U.S.C. § 552a(m)(1), in the event and to the extent that Contractor, Contractor Personnel, or Subcontractors provide for the maintenance of a System of Records (as defined herein) to accomplish an Exchange function or to perform the Services, Contractor shall comply with the requirements of the Privacy Act of 1974, as amended, 5 U.S.C. § 552a, including, but not limited to, conditions of disclosure of any record in a System of Records set forth in 5 U.S.C. § 552a(b).

8.2.5.1. In accordance with 5 U.S.C. § 552a(a)(5), the term "System of Records" means a group of any records under the control of the Exchange or the Contractor, Contractor Personnel, or Subcontractors from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual. In accordance with 5 U.S.C. § 552a(a)(4), records contained in a System of Records may include any item, collection, or grouping of information about an individual that is maintained by the Exchange or the Contractor, Contractor Personnel, or Subcontractors on behalf of the Exchange, including, but not limited to, their education, financial transactions, medical history, and criminal or employment history and that contains their name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print or photograph.

8.2.5.2. Pursuant to 5 U.S.C. § 552a(m)(1), Contractor, Contractor Personnel, and Subcontractors shall be subject to the criminal penalties of 5 U.S.C. § 552a(i) for any prohibited violations of the Privacy Act.

8.3. Data Security Program. The Contractor shall establish and maintain a data security program which shall include, but not be limited to, the following: (i) security policy for Contractor Personnel related to the storage, access and transportation of Data; (ii) reasonable restrictions on access to Data, including access to any locked storage where such Data is maintained; (iii) a process for reviewing policies and security measures at least annually or upon any material

change in the Agreement, the Safeguards or law, regulation or industry standards; (iv) creating secure access controls to Data, including but not limited to complex passwords; (v) encrypting Data in motion and at rest; and (vi) redundant firewalls, vulnerability assessments, virus controls, and password maintenance.

- 8.4. Initial Security Audit. Contractor shall permit the Exchange to conduct an initial security audit of its data privacy and security program and the sufficiency thereof (the “Initial Security Audit”). The Initial Security Audit shall be completed at least ten (10) business days prior to the Go-Live Date and a written copy of such findings shall be provided to the Exchange and Contractor. The Exchange may require, in its commercially reasonable discretion, remediation measures to be taken at Contractor’s sole cost and expense prior to the Go-Live Date.
- 8.5. Annual Security Audit. Contractor shall perform an annual audit of its data privacy and security program and the sufficiency thereof (the “Annual Security Audit”). Within ten (10) business days of completing the Annual Security Audit, the Contractor shall provide the Exchange with a written copy of such audit findings. The Exchange may require, in its commercially reasonable discretion, the Contractor to take remediation measures at its sole cost and expense.
- 8.6. Exchange’s Right to Audit. During the term of this Agreement, (i) the Exchange, or the Exchange acting on behalf of the Connecticut Department of Social Services or the Centers for Medicare & Medicaid Services shall have the right to request consumer call recordings, and (ii) the Contractor shall allow and permit the Exchange to conduct periodic auditing and testing of Contractor’s data and security processes and systems, including the Safeguards; provided, however, that the Exchange’s audit and testing of the Contractor’s data and security processes and systems shall not constitute any waiver by the Exchange of rights to subsequently determine that such processes and systems are or have been in violation of the Agreement. All audits shall be conducted by the Exchange or a third-party agent selected by the Exchange upon five (5) business days advance notice to the Contractor. Contractor shall cooperate and make available its staff and premises and systems to the Exchange for the purpose of conducting such audit.
- 8.7. Contractor Uses and Disclosures. Contractor shall not use or disclose any Data except as set forth herein, provided, however, any permitted use or disclosure shall be limited to the minimum necessary to accomplish the purpose of such permitted use or disclosure and necessary for the performance of the Services hereunder. In the event that the Contractor is required by law or legal process to disclose any of the Data, the Contractor shall adhere to the process and requirements of Section 12.2.4.
- 8.8. Contractor Personnel Acknowledgement. Contractor shall require all Contractor Personnel to execute the Contractor Personnel Acknowledgement attached hereto as Exhibit 10 prior to performing any Services hereunder.

8.9. [Intentionally Omitted.]

8.10. Security Incident and Data Breach Notification.

8.10.1. Notice. Contractor shall report to Exchange any Data Breach or any Security Incident (the “Incident”) involving Data of which the Contractor, Contractor Personnel or Subcontractors become aware. Notice shall be made to the Exchange no later than three (3) hours after discovery of the Incident by Contractor, Contractor Personnel, or Subcontractor.

8.10.2. Cooperation. Contractor shall, at its sole cost and expense, fully cooperate with the Exchange in the event of an Incident. Such cooperation shall include but not be limited to: (i) assisting the Exchange with the investigation of the Incident, including but not limited to cooperation with governmental and law enforcement authorities, third-parties engaged by the Exchange to assist with the investigation (including but not limited to forensic consultants) and Exchange personnel; (ii) making all Contractor records relating to the Incident available to the Exchange for inspection and review; (iii) making all Contractor Personnel and Subcontractors with knowledge of the Incident available for interviews; and (iv) making all its information security systems, Premises, equipment, hardware and software related to the Incident available for inspection and audit by the Exchange or its third-party designee. Notwithstanding, the Exchange has ultimate responsibility for directing or controlling the Incident response, including but not limited to the investigation.

8.10.3. Mitigation and Remediation for Contractor Incident. Contractor shall, at its sole cost, take any and all actions reasonably directed and approved by the Exchange to mitigate and/or remediate any and all damage and harm resulting from the Incident for which Contractor had responsibility (e.g., custody or control) of such Data either at rest or in motion. For each Incident caused by the Contractor (whether of commission or omission and regardless of intent), the Exchange shall have the right to set off, in accordance with Section 9.3, its cost of providing the following to any individual(s) impacted by the Incident:

8.10.3.1. Security Freeze. Placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701;

8.10.3.2. Credit Monitoring. Credit monitoring services consisting of automatic daily monitoring of at least three (3) relevant credit bureau reports for a period of one (1) to two (2) years; and

8.10.3.3. Fraud Resolution Services. Fraud resolution services, including writing dispute letters, initiating fraud alerts and security freezes, to assist affected individuals to bring matters to resolution.

Nothing in this Section 8.10 shall be deemed to limit, supersede or replace any other obligations of the Contractor with respect to an Incident or loss of Data or affect the Exchange's rights and remedies against Contractor in the event of such a breach or loss. Any action taken by the Contractor with respect to the investigation, response, remediation and/or corrective action, shall be subject to the Exchange's prior approval and direction.

9. **Compensation and Payment**

9.1. Invoices.

- 9.1.1. Exchange shall pay Contractor upon its submission of an invoice as required by Exhibit 2. The invoices also shall include the total amount invoiced to date by Contractor prior to the current invoice. Contractor shall submit invoices to Exchange's designated representative. Exchange will have the right to review each such invoice for compliance with the requirements of this Section 9.2 and any other relevant provisions of this Agreement.
- 9.1.2. Contractor shall bill the Exchange in accordance in Exhibit 2. Invoices submitted late by the Contractor may result in delayed payment.
- 9.1.3. Contractor shall cooperate with any and all audit or review of billing by the Exchange or any other agency, person or entity acting on behalf of the Exchange, and shall, upon written request, provide billing in a format which will facilitate audit or review.
- 9.1.4. The Exchange shall have no obligation to pay any invoice while outstanding material Defects exist. In its commercially reasonable discretion, the Exchange may withhold payments due Contractor, in whole or in part, in the event a material, uncorrected Defect exists.

9.2. Right to Impose Penalties. The imposition of penalties, if applicable, shall be assessed in accordance with Exhibit 3.

9.3. Right to Set Off. In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under the Agreement, any uncorrected Defect, any Critical Error, the failure to have a Go-Live Date of May 1, 2025, or erroneous performance under the Agreement (including but not limited to instances in which Contractor Personnel provide erroneous advice to individuals contacting the Call Center) against those undisputed amounts that are due or may become due from the Exchange to the Contractor under the Agreement. Any such set off may occur in any invoice or invoices received by the Exchange after discovery of the non-performance or error performance. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the

Contractor's breach of the Agreement, all of which remedies shall survive any setoffs.

9.4. Expenses. Exchange will not pay or reimburse any expenses incurred by Contractor during the completion of the Services, except as stated herein, including all applicable Exhibits and subsequent amendments or approved change orders.

9.5. Responsibility for Taxes. Contractor shall be responsible for all federal and state taxes applicable to compensation and other payments paid to Contractor under this Agreement and, unless Contractor is subject to backup withholding, the Exchange will not withhold from such compensation and payments any amount to cover Contractor's federal or state tax obligations. Neither Contractor, Contractor Personnel nor Subcontractors are eligible for any social security, unemployment insurance, or workers' compensation benefits from compensation or payments paid to Contractor under this Agreement. Contractor agrees to fulfill its own contractual payment obligations, including but not limited to payment for taxes, with respect to Subcontractors and Contractor Personnel.

10. **Term and Termination**

10.1. Term. This Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years (the "Term"), unless earlier terminated as set forth below. Upon at least thirty (30) days prior to the date of expiration of the Term, the Exchange shall have the right to renew this Agreement for additional (1) year terms in accordance with the Financial Schedule(s) attached hereto as Exhibit 2 (each a "Renewal Term").

10.2. Termination By Exchange. The Exchange may terminate this Agreement with or without cause upon sixty (60) days prior written notice; provided, however, this right to terminate shall not be considered the exclusive remedy for the Exchange hereunder. The Exchange shall notify the Contractor in writing, specifying the effective date of the termination and the extent to which the Contractor must complete performance of the Services prior to such date. Upon receipt of written notification of termination from the Exchange, the Contractor shall immediately cease to perform the Services (unless otherwise directed by the Exchange in the notice). In the event of a termination without cause, the Exchange shall pay Contractor all remaining, unpaid implementation charges that were deferred in accordance with the requirements of Exhibit 2. In the event of a termination with cause, the Exchange shall pay Contractor in accordance with Exhibit 2. In addition, Contractor shall be entitled to full payment of undisputed amounts for all services rendered through the date of termination regardless of whether termination is with or without cause, subject to any rights of setoff that the Exchange may exercise in accordance with section 10.3.2 herein.

10.3. Rights and Remedies of Exchange upon Termination. Upon termination with or without cause, the Exchange shall be entitled to any of the following remedies:

10.3.1. Equitable Relief. Notwithstanding anything herein to the contrary, Contractor acknowledges that a breach of this Agreement by Contractor, Contractor Personnel or Subcontractor may cause the Exchange irreparable harm, for which an award of damages would not be adequate compensation and, in the event of such a breach or threatened breach, the Exchange shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, and Contractor hereby waives any requirement for the securing or posting of any bond or the showing of actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available under this Agreement at law or in equity.

10.3.2. Right to Set Off upon Termination. In addition to all other remedies that the Exchange may have, the Exchange may set off any costs or expenses that the Exchange incurs resulting from the Contractor's unexcused non-performance under the Agreement against those undisputed amounts that are due or may become due from the Exchange to the Contractor under the Agreement or any other agreement that the Contractor has with the Exchange. This right of setoff shall not be deemed to be the Exchange's exclusive remedy for the Contractor's breach of the Agreement, all of which remedies shall survive any setoffs.

10.4. Termination By Contractor. In the event that the Exchange fails to make undisputed payments in accordance with the terms of this Agreement or otherwise materially breaches this Agreement and fails to cure such breach within thirty (30) days of written notice by the Contractor, the Contractor shall have the right to terminate this Agreement upon one hundred and twenty (120) days prior written notice.

10.5. Contractor Obligations Upon Expiration or Termination.

10.5.1. Transition Rights

10.5.1.1. Transition Plan. Contractor understands and agrees that Exchange's business operations are dependent on the Services, and that Exchange's inability to receive the Services would result in damages to Exchange. Therefore, upon the expiration of this Agreement or its termination by either Party for any reason, including the breach of this Agreement by the other Party, Transition Assistance Services shall be provided by the Contractor to the Exchange. If a

Transition Plan has been agreed to, then the rights of Exchange upon any expiration or termination of this Agreement shall be as set forth in the most recent approved Transition Plan, and also as set forth in this Section 10.5.1.1, whichever sets forth the more deliberate and stricter Transition Assistance Services. If no Transition Plan has been agreed to by the Parties at the time of any termination of this Agreement, then Contractor shall provide the Transition Assistance Services as set forth herein.

10.5.1.2. Transition Assistance Services. Contractor and Exchange acknowledge and agree that their mutual cooperation is important to an effective transition of the Services provided by Contractor to the Exchange. Contractor shall not withhold or limit any of the Services (including the Transition Assistance Services) on the basis of any alleged breach of this Agreement by the Exchange, other than a failure by the Exchange to timely pay the undisputed amounts due for the Services (including Transition Assistance Services).

The Transition Assistance Services shall include, at a minimum, (i) assisting the Exchange in developing a transition plan for the transition of the Services to the Exchange or the Exchange's designee; (ii) delivering the Data to a third-party identified by the Exchange in readable and usable form; (iii) providing parallel services until transition to a new system; (iv) meeting with the Exchange as soon as practicable after a notice of termination or notice of a decision to not extend this Agreement has been given, to discuss any potential modifications to the then most current Transition Plan; (v) using all commercially reasonable efforts to assist the Exchange in effecting a transition of the Services, in accordance with best practices, to the Exchange or another vendor chosen by the Exchange; (vi) providing the number and types of resources necessary to complete the transition in accordance with the Transition Plan; (vii) performing consulting services as requested to assist in implementing the Transition Plan; (viii) analyzing and reporting on the resources and staff required to appropriately handle the Call Center's call volume; (ix) delete (and certify in writing such deletion) all Data in Contractor's possession or control from any tapes or other data storage media, including written records, in Contractor's possession or control except archival records as necessary for documentation of Contractor's engagement with the Exchange; (x) arranging for the

transfer of telephone numbers, including vanity numbers, to the Exchange or, at the Exchange's direction, a designee of the Exchange; (xi) cooperate with the Exchange to identify a suitable functionally equivalent replacement for any hardware or software then used by Contractor to provide the Services; and (xii) providing other technical assistance as requested by the Exchange and all such other services as shall be reasonably necessary or appropriate to facilitate, without interruption to the Services, the orderly transition of the Services to the Exchange or its new provider of services designated by the Exchange in accordance with best practices and the requirements of this Agreement and the Enabling Legislation.

If Contractor is providing any Services hereunder at the time of such transition utilizing any software or software license from a third party vendor, the responsibility for obtaining and paying for the transfer of such licenses shall be the responsibility of the Contractor. In the event Transition Assistance Services are being provided by Contractor due to the expiration of the Agreement, Contractor shall be compensated on a time and material basis or fixed fee basis (as agreed by the Parties) for all Transition Assistance Services by payment by the Exchange, with respect to time and materials charges, in accordance with the rates set forth in this Agreement or, if applicable rates for time and material charges are not contained in this Agreement, and for all fixed fee charges, at commercially reasonable rates, and determined in advance.

10.5.1.3. Transition Period. The Contractor shall provide Transition Assistance Services to the Exchange upon the request of the Exchange. Such Transition Assistance Services shall begin and be consummated in accordance with the timeframe established by the Exchange; provided, that the timeframe may extend beyond termination or expiration of this Agreement by no more than twelve (12) months, unless otherwise agreed by the Exchange and Contractor (the "Transition Period").

10.5.1.4. Rights to Intellectual Property. Exchange shall have the same rights to Intellectual Property during the Transition Period as it does during the Term.

10.5.2. Cover. In lieu of termination without cause by the Exchange, the Exchange shall have the right to request that Contractor allow the

Exchange to engage third parties to correct Contractor's breach and to deliver any Services that Contract failed to deliver, Contractor's consent to not be unreasonably withheld. If Contractor consents, any work procured by the Exchange as cover shall be performed at Contractor's expense. Contractor shall continue performance of this Agreement to the extent that the Agreement is not terminated and shall be compensated fully under the Agreement, subject to any offset based upon the cost of cover Services.

- 10.6. License to Contractor Intellectual Property. Upon termination or expiration of this Agreement (including the Renewal Term and any Transition Period): (i) Contractor agrees to and does hereby grant to the Exchange, upon mutually agreeable terms and conditions, including pricing and payment terms, an irrevocable, nonexclusive, world-wide license to the Contractor Intellectual Property as may be necessary in order to permit the Exchange to complete the transfer of the Solution to a subsequent vendor as contemplated hereby; and (ii) Contractor agrees that to the extent that the Contractor Intellectual Property is embedded in any Work Product, Contractor agrees to and does hereby grant to the Exchange an irrevocable, nonexclusive, royalty free, world-wide and perpetual license to the Contractor Intellectual Property in order to permit the Exchange to complete the transfer of the Solution to a subsequent vendor as contemplated hereby. With respect to 10.6 (i), in the event that the Parties cannot agree upon mutually agreeable terms and conditions, they shall jointly engage a mutually agreed upon independent third-party expert who can advise the Parties on fair market terms and conditions. This provision shall survive termination or expiration of this Agreement.
- 10.7. Confidential Information. Contractor shall return or destroy the Confidential Information in its possession upon the request of Exchange and in accordance with Section 12.3 of this Agreement.
- 10.8. Documentation. Upon written request from the Exchange, the Contractor shall assemble and deliver to the Exchange all Documentation in its possession or custody; with the exception of one copy being retained to keep record of obligations, as soon as possible and no later than thirty (30) days following the receipt of a written termination notice or expiration of this Agreement, together with a final invoice for Services performed to date.
- 10.9. Opportunity to Contract. Contractor acknowledges and agrees that the Exchange may desire to contract directly with one or more Subcontractors upon termination or expiration of this Agreement. In such event, Contractor shall waive any opposition to such engagement, waive any rights it may have with respect to the Exchange or the Subcontractor which may interfere or prohibit such engagement and provide reasonable assistance at its cost and expense to facilitate such engagement, including but not limited to the provision of Documentation, Records, access to Contractor Personnel or technical information.

11. Intellectual Property/Ownership/Access

- 11.1. Ownership of Intellectual Property. As between the Parties and subject to the terms of this Agreement, the Contractor shall exclusively own all right, title and interest in and to the Contractor Intellectual Property. As between the Parties and subject to the terms of this Agreement, the Exchange shall exclusively own all right, title and interest in and to the Exchange Intellectual Property. During the Term any Renewal Term and Transition Period, to the extent that Contractor Intellectual Property is incorporated in the Solution, Contractor hereby grants to the Exchange an irrevocable, nonexclusive, world-wide license to such Contractor Intellectual Property contained in the Solution to permit the Exchange to complete the development, installation, deployment, operation, ongoing use, transfer, and maintenance of the Solution as contemplated hereby. To the extent that Subcontractor Intellectual Property is included in the Solution and is not commercial off-the-shelf software, Contractor shall be responsible for securing for the Exchange an irrevocable, nonexclusive, world-wide, sublicenseable license to such Subcontractor Intellectual Property in order to permit the Exchange to complete the development, installation, deployment, operation, ongoing use, transfer, and maintenance of the Solution as contemplated hereby. This provision survives termination of this Agreement.
- 11.2. Ownership of Data. Notwithstanding any other term of this Agreement, the Exchange shall own and retain all rights, title and interest in and to the Data. Upon the Exchange's request at any time during the Term of this Agreement and upon termination of the Agreement, the Contractor shall return all Data to the Exchange within a reasonable timeframe as requested by the Exchange.
- 11.3. Ownership of Telephone Numbers. Notwithstanding any other term of this Agreement, the Exchange shall own and retain all rights and interest in any telephone numbers, including vanity telephone numbers, established, obtained or assigned to Contractor or a Subcontractor for purposes of operating the Call Center. Contractor shall, at its cost, assist the Exchange in the transfer of any telephone number to the Exchange upon expiration or termination of this Agreement.
- 11.4. Ownership of Work Product.
- 11.4.1. Ownership of Work Product. Contractor acknowledges and agrees that all Work Product is deemed to be created and prepared as, and shall therefore constitute, "works made for hire" with the Exchange as the author and owner to the extent permitted under U. S. Copyright law. In the event and to the extent that any portion of the Work Product is deemed not to be a "work made for hire," Contractor agrees to and does hereby irrevocably assign to the Exchange all right, title and interest in such Work Product including, without limitation, all applicable Intellectual Property Rights thereto. More specifically, Contractor acknowledges and agrees that the

Exchange exclusively owns, and is perpetually and irrevocably entitled to, all right, title and interest now or hereafter provided by law in and to the Work Product throughout the universe in perpetuity in any and all media whether now known or hereafter developed (including, without limitation, any and all registrations, applications, copyright rights, renewals, extensions, restorations and reversions), and all other proprietary and intellectual property rights in or relating to the Work Product. Without limiting the foregoing the Exchange has the right, without further cost, obligation, compensation or benefit to Contractor, to adapt or otherwise change some or all of the Work Product as the Exchange (or the Exchange's agents or designees) may in its sole discretion determine or desire. Contractor hereby irrevocably waives all moral rights and all similar rights that Contractor has or may have in or to the Work Product. The Work Product shall be the exclusive property of the Exchange and may not be used by Contractor without the Exchange's prior written consent. Any inventions jointly conceived by the Exchange and Contractor and reduced to practice during the term of the Agreement shall be owned by the Exchange and Contractor does hereby assign to the Exchange any rights therein. Should Contractor use any pre-existing materials owned or held by Contractor in connection with the Work Product or incorporate any such pre-existing materials into the Work Product and/or Deliverables, Contractor hereby grants to the Exchange and its designated end-user members an irrevocable, perpetual, non-exclusive worldwide license, to use any such pre-existing materials that are incorporated in or used in connection with the Work Product and/or Deliverables or any modifications, enhancements or derivative works thereto. Contractor acknowledges and agrees that the Exchange shall own all right, title and interest in and to the elements of graphics, design, organization, presentation, layout, user interface, navigation and stylistic convention (including the digital implementations thereof) and the total appearance and impression substantially formed by the combination, coordination and interaction of such elements, which are generally associated with areas specifically within the Work Product, the Tasks or Deliverables. Contractor acknowledges that there are, and may be, future rights that the Exchange may otherwise become entitled to with respect to the Work Product and/or Deliverables that do not yet exist, as well as uses, media, means and forms of exploitation throughout the universe, exploiting current or future technology yet to be developed, and Contractor specifically intends the foregoing assignment of rights to the Exchange to include all such known or unknown uses, media and forms of exploitation throughout the universe. In the event and to the extent that any Work Product is created by a Subcontractor, Contractor shall obtain from such Subcontractor an assignment of the Work Product to the Contractor

for assignment to the Exchange in the form of Exhibit 11 attached hereto and Contractor agrees to and does hereby assign to the Exchange all right, title and interest to such Work Product created by the Subcontractor.

- 11.4.2. Third-Party Intellectual Property. In the event and to the extent any Third-Party Intellectual Property is incorporated into or is used in conjunction with the Solution, Contractor agrees to and does hereby grant to the Exchange a worldwide, non-exclusive, sub-licensable, perpetual, irrevocable right to use, reproduce, distribute (through one or more tiers), create derivative works of, publicly perform, publicly display, digitally perform, make, have made, sell, offer for sale and import such Third Party Intellectual Property in any media now known or hereafter known for use in the Solution. In the event and to the extent Contractor cannot sublicense such Third Party Software to the Exchange as described above, it shall be the Contractor's obligation to secure such license for the Exchange for the Third-Party Intellectual Property at no additional expense to the Exchange. Throughout the term of the Agreement and immediately upon termination, Contractor will secure for the Exchange the most current copies of any Third Party Intellectual Property to which the Exchange has rights pursuant to the foregoing, plus any related Documentation. This provision shall survive termination or expiration of this Agreement. This Section 11.4.2 does not apply to commercial off-the-shelf software.
- 11.4.3. Contractor's Residual Knowledge. Subject to Contractor's obligations in Section 12, Contractor shall (i) have the right to provide services or resources to Contractor's other customers or third parties that are similar to the services provided herein by Contractor, and (ii) be free to use the residual knowledge of a general nature retained by Contractor in a non-tangible form; but only to the extent that such provision of services and/or use of the residual knowledge does not violate any intellectual property right of the Exchange or confidentiality obligations of Contractor or use such intellectual property of the Exchange without the Exchange's prior written consent.
- 11.4.4. Additional Acts. Contractor shall promptly sign, execute and acknowledge any documents and perform any and all such acts as may be reasonably necessary (at the Exchange's expense) for the purpose of securing or perfecting the Exchange's copyright, trade secret, trademark or other intellectual property rights set forth herein throughout the world.

12. Confidentiality

12.1. Definition of Confidential Information. “Confidential Information” means any information or material, whether in written, oral, magnetic, photographic, optical, matter or other form, which has been, or after the date hereof will be, furnished or disclosed by a Party, and which has been designated as being confidential or proprietary, or which is otherwise disclosed in such a manner or is of such a character as would put a reasonable person on notice as to the confidential and proprietary nature of such information or material, including, but not limited to, all information and material surrounding the Agreement, any information and material pertaining to or regarding the business, financial condition, sales, pricing, strategies, plans, customers, suppliers, properties or operations of such Party (including such information visually available to the Receiving Party at the Disclosing Party’s premises), and including without limitation all technical and non-technical information and material of any nature whatsoever and all inventions, trade secrets, know-how, derivative works, derivatives, methodologies, concepts, technology, techniques, discoveries, software, processes, drawings, designs, research, plans or specifications relating thereto.

12.2. Confidentiality Obligations.

12.2.1. The Receiving Party shall keep in strictest confidence and trust all Confidential Information of the Disclosing Party and shall not, without the express written consent of the Disclosing Party (i) disclose any such Confidential Information to any entity or person, except to the extent necessary to provide the Services, or (ii) use such Confidential Information for its own benefit or for the benefit of another, except to the extent necessary to provide the Services. The Receiving Party shall implement reasonable safeguards to prevent the disclosure or misuse of Confidential Information of the Disclosing Party, including without limitation, such measures as the Receiving Party takes to safeguard its own Confidential Information, and shall not record, photocopy, transcribe or otherwise reproduce or modify any of the Confidential Information, except with the express written consent of the Disclosing Party.

12.2.2. The Receiving Party shall inform all third parties who have access to the Confidential Information of the Disclosing Party that such Confidential Information is confidential and proprietary to the Disclosing Party and shall require each such third party to agree to maintain the confidentiality of and refrain from using the Confidential Information in accordance with terms and restrictions at least as strict as those set forth herein. The Receiving Party will be responsible for any unauthorized use or disclosure of the Disclosing Party’s Confidential Information by such third parties, regardless of whether such third party is under a contractual obligation to refrain from such use or disclosure.

- 12.2.3. The obligations of the Receiving Party as stated in the preceding paragraphs of this Section 12.2 shall not apply to information that: (i) is or becomes generally known or available to the public through no wrongful act of the Receiving Party or its employees, agents or Subcontractors; (ii) was in the Receiving Party's possession at the time of disclosure or receipt, as evidenced and verified by prior tangible evidence, and was not acquired under an obligation of confidence by the Receiving Party or its employees, agents or Subcontractors; (iii) the Receiving Party demonstrates the information was rightfully received by it or its employees, agents or Subcontractors from a third party after the time it was disclosed or obtained hereunder, provided that such third party was not under an obligation of confidence with the Disclosing Party at the time of the third party's disclosure to the Receiving Party; or (iv) is independently developed by the Receiving Party without use of or reference to the Confidential Information of the Disclosing Party and without breach of this Agreement, as evidenced and verified by prior tangible evidence.
- 12.2.4. Subject to Section 7.2, in the event that the Receiving Party or an employee, agent or Subcontractor of the Receiving Party is required by law or legal process to disclose any of the Confidential Information of the Disclosing Party, the Receiving Party shall provide the Disclosing Party with prompt oral and written notice, unless notice is prohibited by law (in which case such notice shall be provided as early as may be legally permissible), of any such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy. Each Party agrees to reasonably cooperate with the other Party to obtain such remedies, but this provision shall not be construed to require the Receiving Party to expend monies or undertake litigation or other legal proceedings on its own behalf with regard to the Confidential Information of the Disclosing Party. In the event that such protective order or other remedy is not obtained, the Receiving Party required to make such disclosure shall disclose only that portion of the Confidential Information of the Disclosing Party which its legal counsel advises that it is legally required to disclose.
- 12.3. Return or Destruction of Confidential Information. The Receiving Party shall return to the Disclosing Party, or at the Disclosing Party's request, destroy, and shall cause its employees, agents and Subcontractors to return or destroy, all Confidential Information of the Disclosing Party in all forms and media and all copies, transcriptions or other reproductions of, and any notes relating to, the Confidential Information of the Disclosing Party, including without limitation, any memoranda, photocopies, computer files and libraries, computer-generated data or other similar repositories or archives, upon receipt of a written notice from the Disclosing Party requesting return or destruction of the Confidential Information. Upon request, the Receiving Party shall provide to the Disclosing

Party written certification signed by an authorized representative of the Receiving Party that it has complied with the foregoing.

- 12.4. Cooperation and Enforcement. The Receiving Party shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by it or any third parties, and will cooperate promptly and diligently with the Disclosing Party to help the Disclosing Party regain possession of such Confidential Information and prevent its further unauthorized use or disclosure.

13. **Records Maintenance/Access to Records/Financial Statements**

- 13.1. Records. The term “Records” means all working papers and such other information and materials as may have been accumulated or generated by the Contractor or Contractor Personnel in performing under this Agreement, including, but not limited to, documents, data, plans, books, financial records and documentation, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form, including by magnetic or electronic means.

- 13.2. Right of Access. Contractor, upon the request of the Exchange, shall promptly give to the Exchange all original Records, or, in the sole discretion of the Exchange, copies thereof. The Contractor shall maintain all original Records, or copies thereof, for a period of ten (10) years after the termination of this Agreement. Unless the Exchange designates otherwise in writing, all Records are the exclusive property of the Exchange and no one else shall have any right, including, but not limited to, any copyright, trademark, or other intellectual property rights, in those Records. Neither party will gain by virtue of this Agreement any rights of ownership of copyrights, patents, trade secrets, trademarks or any other intellectual property rights owned by the other.

- 13.3. Provision of Financial Records. If requested by the Exchange, Contractor shall provide to the Exchange copies of all audited financial statements and information filed with the Internal Revenue Service at the time such financial statements and information are filed with the Internal Revenue Service. Audited financial statements shall be provided to the Exchange no later than six (6) months after the Contractor’s fiscal year.

14. **Insurance**

- 14.1. Insurance. Contractor shall obtain comprehensive commercial general liability insurance, automobile liability insurance, workers’ compensation and employer’s liability insurance, professional liability insurance, network liability insurance, property insurance and crime insurance (the “Insurance Policies”). The Insurance Policies shall meet or exceed the minimum requirements set forth in Table 1 below:

Table 1

<u>Type of Insurance Policies</u>	<u>Minimum Coverage Amounts</u>	<u>Description</u>
Commercial General Liability	Each occurrence: \$ 1,000,000 General Aggregate: \$20,000,000 Products and Completed Operations Aggregate: \$5,000,000	The policy shall cover the Premises and its operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability. If the annual aggregate limit is reduced below \$20,000,000 because of claims made or paid, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish to the Exchange a certificate or other document satisfactory to the Exchange showing compliance with this provision.
Automobile Liability	\$1,000,000 combined single limit per accident for bodily injury	The policy shall extend to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the performance of the Services, then only hired and non-owned coverage is required.
Workers' Compensation and Employer's Liability	Each Accident: \$100,000 Disease - Each Employee: \$100,000 Disease - Policy Limit: \$500,000	The policy shall cover all of Contractor's employees acting within the course and scope of their employment. This policy shall contain a waiver of subrogation against the Exchange.
Professional Liability	\$15,000,000 per claim and an annual aggregate of \$30,000,000	The policy shall include an endorsement for technology errors and omissions covering defense costs and/or damages resulting from Contractor's negligence or wrongful acts while performing the professional services, inclusive of design failure of electronic work processes and integration. If an endorsement is not made, a separate technology errors and omissions policy must be obtained by the Contractor.
Network Liability	\$30,000,000 per claim and an annual aggregate of \$30,000,000	The policy shall include cyber coverages, inclusive of defense costs, for network intrusion, extortion, defense and damages for security and privacy, regulatory action, event management and media content. Either as an endorsed coverage under this policy, as a sublimit or as a separate policy,

		the Contractor shall also maintain business interruption insurance for cyber events of not less than \$5,000,000 per claim and \$5,000,000 in the aggregate.
Property Insurance	See Description	The policy shall cover all office furniture, trade fixtures, office equipment, merchandise and all other items of Contractor's property used in providing the Services, including tenant improvements and all alterations and other improvements and additions in and to the Premises. Such insurance shall be written on an "all risks" of physical loss or damage basis, for the replacement cost value new without deduction for depreciation of the covered items. This coverage will also include business interruption, loss-of-income and extra-expense insurance in such amounts for direct or indirect loss insured against by prudent tenants or attributable to prevention of access to the Premises as a result of such perils.
Crime Insurance	\$5,000,000 annual aggregate	The policy shall: (i) include coverage for employee dishonesty, theft, computer funds transfer fraud, including third party liability; (ii) include coverage for all directors, officers, agents and employees of the Contractor; (iii) include coverage for the Exchange as a Loss Payee; (iv) include coverage for extended theft and mysterious disappearance; (v) not contain a condition requiring an arrest and conviction; and (vi) be endorsed to provide coverage for computer crime/fraud.

- 14.2. Additional Insureds. The Exchange and the State of Connecticut shall be named as additional insureds on the Commercial General Liability policy. The policy shall be endorsed to include the following additional insured language: "The Connecticut Health Insurance Exchange d/b/a Access Health CT and the State of Connecticut shall be named as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor." Coverage required under this Agreement will be primary over any insurance or self-insurance program carried by the Exchange.

- 14.3. Cancellation or Nonrenewal. The Contractor's insurance shall include provisions preventing cancellation or nonrenewal without at least forty-five (45) days prior notice to the Exchange (10 days for nonpayment of premium). The Contractor's insurance carrier(s) shall send all notices directly to the Exchange.
- 14.4. Waiver of Rights. The Contractor shall require all Insurance Policies to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the Exchange and its officers, agents, employees, and volunteers.
- 14.5. Insurer Requirements. All policies evidencing the insurance coverage required hereunder shall be issued by insurance companies having a Best's rating of A- or better or equivalent rating by Fitch or S&P. The Contractor shall provide certificates showing insurance coverage required by the Agreement to the Exchange upon execution of the Agreement. No later than fifteen (15) days prior to the expiration date of any such coverage, the Contractor shall deliver the Exchange certificates of insurance evidencing renewals thereof. At any time during the term of the Agreement, the Exchange may request in writing and the Contractor shall, within ten (10) days, supply satisfactory evidence that the requirements of this Section 14 are satisfied in full.
- 14.6. Subcontractor Insurance. Subcontractors retained by Contractor in the performance of the Services shall be subject to the same minimum requirements for Workers' Compensation, Commercial General Liability, and Professional Liability; provided that Subcontractors shall be subject to the same minimum requirements for Network Liability, unless otherwise agreed to by Exchange and Contractor.
- 14.7. Indemnification. Contractor shall indemnify, defend and hold harmless the Exchange, the State of Connecticut and their respective officers, directors, representatives, agents, servants, employees, successors and assigns from and against any and all (a) Claims arising, directly or indirectly, in connection with the Contractor's performance of this Agreement, including any acts of commission and/or any omissions, of the Contractor, a Subcontractor or Contractor Personnel; and (b) liabilities, damages, losses, costs and expenses, including, but not limited to, fines/penalties, attorneys' fees and other professionals' fees, arising, directly or indirectly, in connection with the Agreement, provided that they arise out of acts or omissions of Contractor, a Subcontractor or Contractor Personnel. Nothing herein shall be construed to require Contractor to indemnify the Exchange for the Exchange's own acts or omissions, or the acts or omissions of Exchange personnel, agents, vendors, contractors or other third-parties to whom Contractor has no relationship arising out of the Agreement. In the event of any Claim pursuant to this clause with respect to Intellectual Property infringement, Contractor shall, at the request of the Exchange, and at the Contractor's sole expense: (a) procure for the Exchange the right to continue using the subject Intellectual Property; (b) modify the subject

Intellectual Property so it becomes non-infringing; or (c) in the event that neither of the foregoing options is feasible, indemnify the Exchange for the remaining portion of the Term up to an amount equal to the fees received by the Contractor in connection the provision of Services under the Agreement.

15. **Compliance with Laws, Policies and Procedures**

15.1. **General.** Contractor shall fully comply with all applicable federal, state, local, laws, rules, regulations, ordinances, and licenses, including applicable Exchange policies and procedures. Contractor shall be solely responsible for insuring that any recommendations made in connection with the Services comply with all applicable federal, state, local laws, rules, regulations, policies and procedures. Unless otherwise expressly provided for in this Agreement, Contractor shall obtain and comply with all permits, licenses and similar authorizations that are necessary to provide the Services. By executing this Agreement, Contractor warrants and represents that it has all legally required licenses and permits needed to perform the Services.

15.1.1. Contractor shall comply, to the extent applicable, with the requirements of Connecticut General Statutes § 4-61dd pertaining to a “large state contractor”, as defined in subsection (k) of Connecticut General Statutes § 4-61dd. Pursuant to Connecticut General Statutes § 4-61dd(h), if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the Exchange or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) or subdivision (1) of subsection (e) of Connecticut General Statutes § 4-61dd, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the Exchange may request the Attorney General to bring a civil action in the superior court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

15.2. **Nondiscrimination and Affirmative Action.**

15.2.1. For purposes of this Section 15.2, the following terms are defined as follows:

15.2.1.1. **Commission** means the Commission on Human Rights and Opportunities;

- 15.2.1.2. **Contract** and **contract** include any extension or modification of this Agreement;
- 15.2.1.3. **Contractor** and **contractor** include any successors or assigns of the Contractor or vendor;
- 15.2.1.4. **Gender identity or expression** means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
- 15.2.1.5. **Good faith** means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- 15.2.1.6. **Good faith efforts** shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- 15.2.1.7. **Marital status** means being single, married, widowed, separated or divorced as recognized by the State of Connecticut;
- 15.2.1.8. **Mental disability** means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders," or a record of or regarding a person as having one or more such disorders;
- 15.2.1.9. **Minority business enterprise** means any small contractor or supplier of materials fifty-one percent (51%) or more of the capital stock, if any, or assets of which are owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

15.2.1.10. **Public works contract** means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

15.2.2. (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such

information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that it will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- 15.2.3. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- 15.2.4. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts. The Contractor shall include the provisions of Section 15.2.2 in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and/or the Exchange and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- 15.2.5. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Agreement and as they may be adopted or amended from time to time during the term of this Agreement and any amendments thereto.

15.3. Ethics Requirements.

- 15.3.1. For all State contracts as defined in P.A. 07-01 having a value in a calendar year of Fifty Thousand Dollars (\$50,000) or more or a combination or series of such agreements or contracts having a value of One Hundred Thousand Dollars (\$100,000) or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice

advising state contractors of state campaign contributions and solicitation prohibitions and will inform its principals of the contents of the notice. The notice is available here: https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_11_notice_only.pdf.

- 15.3.2. The Parties acknowledge that the Contractor has executed and provided the Campaign Contribution Certification in its Response to RFP.
- 15.3.3. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:
 - 15.3.3.1. That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating Exchange contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating Exchange contracts, to (i) any public official or employee of the Exchange soliciting bids or proposals for Exchange contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for Exchange contracts or the negotiation or award of Exchange contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;
 - 15.3.3.2. That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and
 - 15.3.3.3. That the Contractor is submitting bids or proposals without fraud or collusion with any person.
- 15.3.4. Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Exchange official represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

- 15.3.5. The Contractor agrees to execute and provide to the Exchange the Consulting Agreements Representation attached hereto as Exhibit 12 on or before the date of execution of this Agreement.
 - 15.3.6. The Parties acknowledge that the Contractor has provided the Nondiscrimination Certification attached hereto as Exhibit 12.
 - 15.3.7. (a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date. (b) If the Contractor makes a good faith effort to determine whether it has made an investment described in Subsection (a), then the Contractor shall not be deemed to be in breach of the Contract or in violation of section 4-252a of the Connecticut General Statutes. A "good faith effort" for purposes of this Section 15.3.7 includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this Section 15.3.7 shall be construed to impair the ability of the Exchange to pursue a breach of contract action for any violation of the provisions of the Contract.
- 15.4. Applicable Executive Orders of the Governor. The Contractor shall comply, to the extent applicable, with the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings, and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace. These Executive Orders are incorporated into and are made a part of this Agreement as if they had been fully set forth in it. At the Contractor's request, the Exchange shall provide a copy of these orders to the Contractor.

16. Amendments

- 16.1. Generally. Except as otherwise set forth herein, this Agreement may be amended, modified, or supplemented only by a written amendment signed by the Exchange and Contractor. Any amendment that provides for additional Services may only provide for Services directly related to the scope of Services described in the RFP, and no amendment shall be effective until all requisite signatures and approvals are obtained.
 - 16.1.1. Anticipated Amendments. The Parties have determined that during the Term and Renewal Term of the Agreement, the Parties may need to

modify selected terms, conditions, price(s) and types of Services under circumstances related to the following illustrative, although not exhaustive, categories of anticipated amendments, including but not limited to, amendments required as a result of necessary changes in the State's business process that may restructure the Exchange or modifications or changes to the State budget or the operating budget of the Exchange.

16.1.2. Amendment of Key Performance Indicators. Upon mutual agreement, the Exchange and Contractor may amend Key Performance Indicators in accordance with Exhibit 2.

16.2. Change Orders

16.2.1. Change Management. The Parties agree to comply with the Change Management Plan attached hereto as Exhibit 13 with respect to any requests for change orders.

16.2.2. Payment for Change Orders. Modifications to this Agreement made through the Change Management Plan which include a change in any payment or compensation made hereunder, shall utilize the Rate Card included in the Financial Schedule attached hereto as Exhibit 2.

16.2.3. Exchange's Right to Unilaterally Amend. In the event of any modification or change to applicable State or federal law, the Exchange shall have the right to unilaterally amend this Agreement to conform to such modified State or federal law. Should such amendment result in new or reduced responsibilities for the Contractor, the Parties shall in good faith negotiate an adjustment to the fees hereunder.

17. Miscellaneous

17.1. Publicity. Neither Party shall have the right to use or publish the name of the other Party in any written publication for marketing, research, promotion or publishing without the specific written consent of the other, unless it is specifically required hereunder in connection with the performance of the Services.

17.1.1. Announcements. Contractor agrees that it will not disclose the form, content or existence of this Agreement or any Deliverable in any advertising, press releases or other materials distributed to prospective customers, or otherwise attempt to obtain publicity from its association with the Exchange or the State, whether or not such disclosure, publicity or association implies an endorsement by the Exchange or the State of Contractor's services, without the prior written consent of the Exchange.

- 17.1.2. Use of Name/Marks. Neither Party will use the other Party's name or mark(s) in any publicity, news release or other public announcement, whether written or oral, without the prior written consent of the entity whose name or mark is to be used.
- 17.2. Relationship of the Parties. The Parties are and shall be independent contractors. Neither Party, its employees, consultants, or agents shall be deemed under this Agreement to be the agents, employees, partners or joint ventures of the other, nor does either Party have any authority to enter into any obligation on behalf of the other. Neither Party shall make any express or implied representations to any third party to the contrary. Neither this Agreement, nor any terms and conditions contained herein, will be construed as creating a partnership, joint venture, or agency relationship or as granting a franchise.
- 17.3. Attorneys' Fees. In the event of an alleged breach of this Agreement, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim, or litigation, including any appeal therefrom. For purposes of this Section, the determination of which party is to be considered the prevailing party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such dispute, claim, or litigation.
- 17.4. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Connecticut, without regard to its conflicts of law principles. The Parties irrevocably consent to the exclusive jurisdiction and venue of any state or federal court of competent jurisdiction in Hartford County, Connecticut in any action, suit, or other proceeding arising out of or relating to the Agreement, and waive any objection to venue based on the grounds of forum *non conveniens* or otherwise.
- 17.5. Obligation During Dispute. Contractor shall continue to perform its obligations under the Agreement while any dispute concerning the Agreement is being resolved, unless otherwise instructed by the Exchange in writing or unless the Exchange fails to pay undisputed amounts owed to Contractor as required by the Agreement and Exhibit 2.
- 17.6. Assignment. Contractor may not assign or transfer this Agreement or any interest or claim under this Agreement without prior written approval of the Exchange. Notwithstanding any consent by the Exchange to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises and performances, however described, as are required of it under the Agreement unless specifically released from the requirements, in writing, by the Exchange. Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties. The Exchange shall have a right to assign and transfer this Agreement and any Claim under this Agreement upon thirty (30) days' prior written notice to Contractor. Contractor shall notify the Exchange immediately in the event that its ownership or ownership structure changes.

- 17.7. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the Parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Agreement.
- 17.8. Survival. The following Sections of this Agreement shall survive termination or expiration of this Agreement for any reason: 7, 8, 10.3, 10.5, 10.6, 10.7, 10.8, 10.9, 11, 12, 13, 14 and 17.
- 17.9. Time is of the Essence. With respect to the performance of the Services by Contractor, time is of the essence in this Agreement.
- 17.10. Force Majeure. Contractor will not be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including, but not limited to, acts of war, acts of God, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (a “Force Majeure Event”), provided that Contractor: (a) gives the Exchange prompt notice of such cause, and (b) uses its reasonable, commercial efforts to promptly correct such failure or delay in performance. In the event that Contractor ceases to perform its obligations under this Agreement due to the occurrence of a Force Majeure Event, Contractor shall: (a) as soon as practicable notify the Exchange in writing of the Force Majeure Event and its expected duration, and (b) take all reasonable steps to recommence performance of its obligations under this Agreement as soon as possible, including, as applicable, abiding by the disaster plan in place for the Exchange.
- 17.11. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given in accordance with this Section 17.11 when sent to the address for the applicable Party set forth in this Agreement or such other address as is specified by written notice delivered in accordance with this Section. Notices sent in accordance with this Section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by facsimile or e-mail (in each case, with confirmation of transmission), if sent during normal business hours of the recipient, and on the next business day if sent after normal business hours of the recipient; or (d) on the fifth (5th) business day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

To Exchange:

Access Health CT
280 Trumbull Street
15th Floor

Hartford, CT 06103
Attn: Director of Legal & Governmental Affairs

To Contractor:

- 17.12. Severability. If any part of this Agreement shall be determined to be invalid, legal or unenforceable by any valid act of Congress or act of any state legislature or by any regulation duly promulgated by the United States or a state acting in accordance with the law, or declared null and void by any court of competent jurisdiction, then such part shall be reformed, if possible, to conform to the law and, in any event, the remaining parts of this Agreement shall be fully effective and operative insofar as reasonably possible.
- 17.13. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
- 17.14. Interpretation. Any ambiguity in this Agreement regarding varying requirements with respect to the same subject matter shall be resolved in favor of a meaning that permits the Exchange to comply with applicable State and federal laws and regulations.
- 17.15. Waiver. Any waiver of a breach of any provision(s) of this Agreement shall not be deemed effective unless in writing and signed by the party against whom enforcement of the waiver is sought or operate as, or be construed to be, a waiver of any subsequent breach of the same or other provisions hereof.
- 17.16. Headings. The descriptive headings of the Sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provision hereof.
- 17.17. Entire Agreement. This Agreement, including all exhibits, attachments, schedules, and appendices referenced herein, constitutes the entire understanding and agreement between the Parties concerning the subject matter hereof, and supersedes all prior negotiations, agreements, and understandings between the Parties, whether oral or in writing, concerning the subject matter hereof.

IN WITNESS WHEREOF, each of the undersigned has caused this Call Center Management Agreement to be duly executed in its name and on its behalf.

**CONNECTICUT HEALTH
INSURANCE EXCHANGE d/b/a
ACCESS HEALTH CT**

[SELECTED RESPONDENT]

By: _____

By _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

Exhibit 1

Key Persons/Subcontractors

[Exhibit 1 to be Finalized]

Exhibit 2

Financial Schedule

[Exhibit 2 to be Finalized]

Exhibit 3

Call Center Services Performance Management Plan

EXHIBIT 3

Call Center Services Performance Management Plan

General Performance Provisions

_____ (“Contractor”) will provide Call Center Services to the Connecticut Health Insurance Exchange d/b/a Access Health CT (the “Exchange”) pursuant to the Call Center Management Agreement dated _____, by and between the Exchange and Contractor (the “Agreement”). Contractor will provide the Call Center Services in accordance with the performance levels set forth in this Call Center Services Performance Management Plan (“PMP”). All terms not defined herein shall have the meaning ascribed to it in the Agreement.

Contractor’s performance will be measured in accordance with the performance guarantee measurements, targets, and measurement periods defined in this PMP during each Performance Period. For purposes of this PMP, the “Performance Period” is defined as the first day of a month to the last day of a month.

Contractor’s maximum penalty adjustment will be equal to 10% of actual invoiced fees presented to the Exchange during the applicable Performance Period. Invoiced fees at risk for penalties will include only charges for the standard monthly PMPM Call Center Service fees.

Performance Management Objectives

Contractor agrees that the Call Center Services provided to the Exchange will meet the agreed upon performance levels. Contractor further agrees that the Exchange will have review and signoff authority on all Customer Service Representative (“CSR”) and Quality Assurance (“QA”) protocols and quality measures, which signoff shall not be unreasonably withheld. Contractor will be required to deliver performance in accordance with the following key performance categories (collectively, the “Performance Guarantees”). **Schedule A** provides a summary of the service levels; the service level agreement (“SLA”) worksheets provide the guarantee targets, definitions, penalties and measurement criteria.

Narrative for Performance not Achieved

For any KPIs that Contractor fails to achieve during a Performance Period, Contractor will provide to the Exchange a written explanation detailing: the reason(s) for the failure, the responsible manager, corrective actions to be taken and the timeline to correct the issue and resume compliance with PMP commitments. The written notice and corrective performance plans must be transmitted to the Exchange within five (5) business days from the close of the affected Performance Period and the Exchange must receive an acceptable corrective action plan before payment of any invoices due to Contractor. The Exchange’s acceptance of submitted corrective action plans shall not be unreasonably withheld. The Exchange shall have five (5) business days to review any submitted corrective action plan. If the Exchange does not provide written notification to Contractor that the corrective action plan is not accepted during that period, which notification must specify the deficiencies in the submitted corrective action plan, the corrective action plan shall be deemed accepted.

Guarantee Period

The Performance Guarantees set forth in this PMP will be effective through the Term of the Agreement (“Guarantee Period”). The performance objectives and guarantees will apply to all Call Center Services administered under this Agreement.

Measurement Criteria

The Exchange will verify Contractor’s compliance with the KPIs using Contractor’s internal reporting, Exchange data and Exchange assessments as the Exchange deems appropriate. During the Term, and for twenty-four (24) months following termination, the Exchange reserves the right to conduct an independent audit. Contractor and the Exchange will agree on an independent auditor and the audit will be conducted at the Exchange’s expense.

At the end of each Performance Period, Contractor will compile its performance results and will deliver the performance results to the Exchange. For periods involving special projects that may impact one or more KPIs, the Exchange and Contractor will decide, in advance, on any suspension or partial relief to KPIs during future Performance Periods. The Exchange will confirm its consent to allow suspension or partial relief of KPIs in writing to Contractor within three (3) business days of the request by Contractor.

Contractor will notify the Exchange in writing as soon as practicable if a KPI is not met. The Exchange will reduce its next payment to Contractor by the penalty amount or, if necessary, Contractor will provide a refund to the Exchange. Upon close of the affected performance period, Contractor will deliver a written explanation to the Exchange within five (5) business days if Contractor believes the associated penalty should be suspended or adjusted. Contractor shall not be penalized for performance results that do not meet KPIs if the failure to meet the KPI was caused by the Exchange or persons or entities affiliated with or under the control of the Exchange or as otherwise excused by the Agreement.

Subject to the foregoing, the Exchange may decide, in its sole discretion, to suspend or make reductions to incurred penalties. The Exchange will inform Contractor in writing of any approved suspension or reductions it will permit to an incurred penalty. Any approved suspension or reduction for an incurred penalty will not be applicable to any other performance period and will not be considered to set a precedent for future or past Performance Periods.

Termination Provisions

The Exchange recognizes that there may be events or conditions that may necessitate the termination of a specific Performance Guarantee. In the event that the Exchange initiates a termination of a specific Performance Guarantee, such termination will become effective upon 30 days’ written notice by the Exchange to Contractor.

Earn Back Opportunity

Contractor shall earn back fifty percent (50%) of the assessed penalty it incurred during any month for failing to meet a specific Performance Standard/KPI if the Contractor exceeds the applicable KPI for the following two months.

Schedule A: Summary Table of CONTRACTOR KPI's

Measure	KPI Target	Performance Measurement Period	KPI Report Due	Penalty	Earn Back Eligible
ACCESSIBILITY					
Blockage	Less than or equal to 2%	Monthly	No later than Monday 9 am (or the first business day if Monday is a holiday)	0.5% of the Performance Period Call Center Service fees if the Blockage rises above 2%.	Yes
Hours of Operations	Non-Open Enrollment (Non-OE) runs from 8:00 a.m. (EST) on the Effective Date of the Agreement through 4:00 p.m. (EST) on 10/31 and then from 8:00 a.m. (EST) on 1/16 through 4:00 p.m. (EST) on 10/31.	Daily	N/A	\$10,000 per day for each unauthorized Call Center closure or system unavailability	No

	<p>Open Enrollment (OE) runs from 8:00 a.m. (EST) on 11/1 through 11:59 a.m. (EST) on 1/15. Weekday hours will be extended until 6:00 p.m. (EST) and Saturday hours will be 10:00 a.m. (EST) to 3:00 p.m. (EST) during this period.</p> <p>* Open Enrollment is set annually by the Center for Medicare and Medicaid Services (CMS). Accordingly, these dates will automatically adjust as required.</p> <p>Contractor</p>				
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	systems shall have a monthly uptime percentage of 99.9%				
Abandonment	Less than or equal to 5%	Monthly	No later than the 15 th day of the following month.	1% of the Performance Period Call Center service fees if the monthly abandon rate rises above 5%.	Yes
Self Service	The Exchange expects to define the ongoing Self Service KPI no later than _____ and will hold Contractor accountable to that KPI effective _____, subject to the parties' negotiation and agreement on the KPI.	Monthly	No later than the 15 th day of the following month.	Contractor will reduce its compensation by a percentage of the Performance Period Call Center Service fees that will be mutually agreed upon by the parties on or before _____.	Yes
Measure	KPI Target	Measurement Period	KPI Report Due	Penalty	Earn Back Eligible
SPEED OF SERVICE					
Total Service Level	The Exchange reserves the right to select	Monthly	Monthly: No later than the 15 th day of	1.5% of the Performance Period Call Center Service	Yes

	<p>from the following levels of service:</p> <p>90% of all calls responded to within 30 seconds</p> <p>70% of all calls responded to within 100 seconds</p> <p>70% of all calls responded to within 200 seconds</p>		the following month.	fees if the cumulative total service level falls below the KPI target.	
Average Speed of Answer	TBD	Daily	No later than one hour after close of business.	No penalty	N/A
Longest Delay in the Queue	TBD	Daily	No later than one hour after close of business.	No penalty	N/A
Average speed of Answer: Chat Function	Average time for CSR to answer chat request: 90	Monthly	No later than the 15 th day of the	.10% of the Performance Period Call Center Service	Yes

	seconds		following month	fees if the cumulative total service level falls below the KPI target.	
Total Service Level: “Ask a Question” Function	Response time from CSR: 3 business days	Monthly	Monthly: No later than the 15 th day of the following month	.10% of the Performance Period Call Center Service fees if the cumulative total service level falls below the KPI target.	Yes
Measure	KPI Target	Measurement Period	KPI Report Due	Penalty	Earn Back Eligible
QUALITY					
First Call Resolution (FCR) – Resolvable Calls	85% of Resolvable Calls	Monthly	No later than the 15 th day of the following month.	1.0% of the Performance Period Call Center service fees if the FCR falls below the minimum standard of 85% of resolvable calls.	No
First Call Resolution – All Calls	65% of All Calls	Monthly	No later than the 15 th day of the following month.	0.5% of the Performance Period Call Center Service fees if the FCR falls below the minimum standard of 65% of all calls.	No
Repeat Call Rate	Less than or equal to 5%	Monthly	No later than the 15 th business day	No Penalty	N/A

			of the following month		
Transfer Rate	Less than or equal to 7.5% for all resolvable calls	Monthly	No later than the 15 th day of the following month.	0.5% of the Performance Period Call Center Service fees for each full percentage point that the monthly transfer rate rises above 5%.	Yes
Customer Satisfaction (CSAT)	Greater than or equal to 90%	Monthly	No later than the 15 th day of the following month.	0.5% of the Performance Period Call Center Service fees when the monthly CSAT results falls below 90%.	Yes
Call Process Quality	Contractor guarantees that it will work with the Exchange to implement a QA program at the CSR level. The QA program will be fully implemented on or before _____ in order to establish a baseline and	Monthly	No later than the 15 th day of the following month.	No penalty. A Performance Improvement Plan will be developed with the Exchange in the event that the Contractor fails to meet the Call Process Quality metric in more than two (2) consecutive Performance Periods.	N/A

	target for the remaining Agreement Term.				
Data Breaches and Security Incidents	No Data Breaches or Security Incidents	Monthly	No later than the 15 th day of the following month.	\$1,000.00 per Data Breach or Security Incident. For the avoidance of doubt, the penalty is per Data Breach or Security Incident and not per impacted record.	No
Measure	KPI Target	Measurement Period	KPI Report Due	Penalty	Earn Back Eligible
EFFICIENCY					
Average Handle Time	Equal to or less than 14 minutes per call	Monthly	No later than the 15 th day of the following month.	No penalty.	N/A
On Hold Time	Equal to or less than 120 seconds per call	Monthly	No later than the 15 th day of the following month.	No penalty	N/A
After Call Work Time	Equal to or less than 70 seconds per call	Monthly	No later than the 15 th day of the following	No penalty	N/A

			month.		
Turnover Rate	Less than or equal to 25% for all CSRs.	Annually	No later than 30 days after the end of the Agreement year.	\$35,000 when the annual turnover rises above 25%.	Yes
Reporting	TBD	Varies	Varies	\$100 per report/per day for each delayed report.	Yes
Relationship Management	N/A	N/A	N/A	N/A	N/A
Average Handle Time: Chat Function	Equal to or less than 9 minutes	Monthly	Monthly: No later than the 15 th day of the following month	No penalty	N/A
Measure	KPI Target	Measurement Period	KPI Report Due	Penalty	Earn Back Eligible
OTHER					
TTY/Relay QA	100% QA daily on all TTY/Relay calls	Daily	Daily	\$25/call	N/A
<u>Additional Notes</u>					
<ul style="list-style-type: none"> • Turnaround time to complete QA calls is within 48 hours of the call to the Call Center. • Reporting requirements – Report should include reference number, consumer name, product, category, disposition, status, TTY or Relay call, date created, date closed, created by, last note by user 					
Recorded Calls	100% of calls recorded	Daily	Daily	\$50/missing call	N/A

<u>Additional Notes</u>					
<ul style="list-style-type: none"> The Recorded calls KPI shall commence on the Effective Date of the Agreement. The aggregate penalty for the recorded calls KPI for a given month shall not exceed 5% of the invoice amount of such month. Reporting requirement: The Call Center will provide a report daily showing the number of external calls answered by an agent that lasts at least 20 seconds and number of such calls recorded for the day prior. 					
Report of Data Breach or Security Incident	Reported within 3 hours after discovery	Varies	Varies	\$100/Data Breach or Security Incident	N/A
<u>Additional Notes</u>					
Penalty applies to breaches that are not reported to the Exchange within 3 hours of discovery.					
Maintenance of toll free and non-toll-free phone numbers	Weekly Report	Weekly	Weekly	\$100/weekly for late report	N/A
<u>Additional Notes</u>					
Reporting Requirements: Toll free/non-toll-free number; Date tested; Confirmation line is open and working properly					
Monthly QA Report	Contractor guarantees that all CSRs will receive QA on 3 calls per month	Monthly	Monthly no later than the 15 th day of the following month	\$100/day late	N/A
Supervisor Callback	Callback made within 2 business days	Weekly	Weekly	\$100 for any documented Supervisor Callback not made within 2 business days	N/A

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ACCESSIBILITY MEASURE: BLOCKAGE

Guarantee:

Contractor guarantees that the Blockage rate will not exceed 2% of consumer calls received as defined below. Contractor guarantees the Blockage rate on a calendar monthly basis.

Definition:

“Blockage” is defined as the percentage of consumers who are not be able to access the Call Center at a given time due to insufficient telephonic capacity. Contractor will measure Blockage through telephonic reports from the carriers. Blockage will not include impacts that originate at the carrier or subcarrier levels.

Blockage will be computed as follows:

the total number of calls that did not connect with the ACD
- divided by
the total number of calls plus blocked calls
-multiplied by one hundred (100).

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 0.5% of the Performance Period Call Center Service fees if the Blockage rate rises above 2%. Contractor will present unadjusted Blockage rate results to the Exchange directly from the source telecommunications provider and _____ IVR data.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

ACCESSIBILITY MEASURE: HOURS OF OPERATION

Guarantee:

Contractor guarantees that the Call Center will be “open for business” and able to accept and make calls during standard business hours as defined below, with standard hours of operation defined separately for Open Enrollment (“OE”) and Non-open Enrollment (“Non-OE”) periods. Contractor guarantees systems will be ready and available 99.9% of the time on a 24 hours per day and 7 days per week basis, except when advance written notification to the Exchange of both routine and unforeseen outages is provided as defined below.

Definition:

Non-OE “hours of operation” run from 8:00 a.m. (EST) on the Effective date of Agreement through 4:00 p.m. (EST) on 10/31 and then from 8:00 a.m. (EST) on 1/16 through 4:00 p.m. (EST) on 10/31.

OE “hours of operation” run from 8:00 a.m. (EST) on 11/1 through 11:59 p.m. (EST) on 1/15. Weekday standard hours of operation will be extended until 6:00 p.m. (EST) and Saturday standard hours of operation will be from 10:00 a.m. (EST) to 3:00 p.m. (EST) during OE. Open Enrollment is set annually by the Center for Medicare and Medicaid Services (CMS). Accordingly, the foregoing dates will automatically adjust as required.

Holidays will be observed by the closure of the Call Center in sync with those observed by the Exchange, except that the Call Center will remain open the day after Thanksgiving, on Veterans Day and the day after Christmas. The Exchange may grant an early dismissal on the day prior to some holidays. The Exchange reserves the right to change the Call Center hours of operation (both OE and Non-OE) as determined by changes in its business needs.

Notification for routine outages, such as CRM, HIX, telephony systems and the like, that would impact available hours of operation must be provided by Contractor in writing to the Exchange’s Call Center Manager no later than two (2) weeks in advance. Unforeseen outages must be clearly communicated as soon as possible (within 24 hours) and be followed up with regular and timely updates.

Penalty and Measurement Criteria:

Contractor will reduce its monthly compensation by \$10,000 per day for each unauthorized Call Center closure during such month or if the monthly system unavailability does not meet or exceed the 99.9% threshold as defined above.

Contractor will prepare and submit a monthly report on its adherence to the agreed upon hours of operation as defined above. For those hours/days where Contractor facilities, staff or systems are unavailable and impair the ability to provide effective hours of operation to the

Exchange, Contractor will provide a written explanation of the cause of the deficiency and action steps to avoid future impact to the Exchange's Hours of Operation.

ACCESSIBILITY MEASURE: ABANDON RATE

Guarantee:

Contractor guarantees that the Abandon Rate will not exceed 5% of incoming calls as defined below. Contractor will calculate the Abandon Rate separately for incoming calls and transferred calls each month.

Definition:

“Abandon Rate” is the percentage of calls that are connected to the ACD but get disconnected by the consumer before reaching a CSR or before effectively completing a process within the IVR. Abandonment rate excludes consumers who hang up before being on hold at least the amount of seconds established as the baseline for the Total Service Level as defined for the Performance Period (e.g., if the TSL is 70/200, customers are excluded from the calculation if they are not on hold for at least 200 seconds). On an ongoing basis, Contractor measures the Abandon Rate through its _____ ACD monitoring equipment which will produce an empirical report and will be presented unadjusted to the Exchange.

The Abandon Rate measure will be computed as follows:

- the percentage of calls abandoned compared to all calls received (excludes consumers who hang up before being on hold for the minimum amount of seconds established as the baseline for the Total Service Level).

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 1% of the Performance Period Call Center Service fees if the monthly abandon rate rises above 5%.

Contractor’s results for Abandon Rate for the Exchange will be reported from the source ACD system data and presented unadjusted. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

ACCESSIBILITY: SELF SERVICE

Guarantee:

Contractor will work with the Exchange to define and implement self-service capabilities (system accessibility, up time, data connectivity between the IVR) for consumers on the customer service platforms where self-service is being implemented. The self-service channels have been identified as the IVR. The self-service measure capability will be implemented on or before _____ in order to establish a baseline and target for the remaining Agreement Term.

The ongoing Self Service KPI target that will be agreed on with Contractor shall be established no later than _____, or within 30 days of mutual agreement on the KPI. The self-service target that will be established will be in line with general industry standards and benchmarked to other Exchange or Medicaid call center operations experience.

Definition:

“IVR Containment” is defined as the percentage of calls that were completely resolved (contained) in the IVR) and which were not forwarded to a CSR for handling. The percentage of IVR Containment will be a measure of self-service. Self-service menu navigation errors made by consumers is excluded from this measurement. Such navigation errors must be trackable and reported to the Exchange monthly along with the self-service results.

“IVR Opt Out” is defined as the number of consumers who, during the process of an inbound call, attempt to find solutions via the IVR, but ultimately elect to opt out and speak to a CSR. This measure does not include those who make an initial choice in the IVR to proceed to speak directly to a CSR.

Penalty and Measurement Criteria:

The Exchange expects to define the ongoing Self Service KPI no later than _____ and will hold Contractor accountable to that KPI each month, effective _____.

Contractor will reduce its compensation by a percentage (%) of the Performance Period Call Center Service fees that will be determined by mutual agreement on or before _____.

Such penalty and measurement criteria will be guided by industry standards, sector benchmarks and the operating and financial considerations of the Exchange.

SPEED OF SERVICE: TOTAL SERVICE LEVEL (TSL)

Guarantee:

The Exchange reserves the right to select from the following levels of service through the year:

- 90% of all calls responded to within 30 seconds
- 70% of all calls responded to within 100 seconds
- 70% of all calls responded to within 200 seconds

The Exchange shall be permitted to make no more than two (2) changes in its TSL selection during the course of any twelve (12) month period. The Exchange shall give Contractor not less than one hundred twenty (120) days' notice of the Exchange's intent to select from the foregoing pre-determined TSL options if transitioning from a less stringent TSL to a more stringent TSL (e.g., transitioning from 70/200 to 90/30) and not less than ninety (90) days' notice if transitioning from a more stringent TSL to a less stringent TSL (e.g., 90/30 to 70/100). Unless otherwise agreed to in writing by the parties, any transition between TSL levels must go into effect on the first business day of a Performance Period such that transitions will not occur on an intra-month basis. Contractor guarantees that the total service level (TSL) for Exchange Call Center Services will not fall below selected range. Contractor guarantees TSL for each calendar month.

Definition:

"TSL" is the speed at which calls are answered by a CSR after being placed in queue by the Interactive Voice Response (IVR)/auto attendant. This does not include the time consumers spend navigating through any IVR/auto attendant menus. TSL will be measured by total calls (answered and abandoned) that are offered to CSRs. IVR system calls are not included in the measurement of TSL. The TSL measure is reported as a percentage of calls answered within a defined set of seconds. On an ongoing basis, Contractor measures telephone response time through the _____ monitoring equipment which will produce an empirical report on the TSL and will be presented unadjusted to the Exchange.

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 1.5% of the Performance Period Call Center Service fees if the cumulative total service level falls below the selected service level.

Contractor will report unadjusted results to the Exchange from the source _____ ACD system data. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

SPEED OF SERVICE: AVERAGE SPEED OF ANSWER (ASA)

Guarantee:

Contractor guarantees that it will monitor and report daily on the ASA, as the Exchange identifies this as a lagging indicator of the operating ability of Contractor to manage its overall average speed of response to Exchange consumers.

Definition:

“Average Speed of Answer” (ASA) is defined as the cumulative amount of time consumers spend waiting for a call to be picked up divided by the total number of calls.

Each day, Contractor will capture and report on ASA. On an ongoing basis, Contractor measures ASA through the _____ monitoring equipment which will produce an empirical report on the ASA and will be presented unadjusted to the Exchange.

Penalty and Measurement Criteria:

There is no penalty currently contemplated for ASA, as the Exchange has chosen to focus on TSL and FCR as its primary service indicators.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

SPEED OF SERVICE: LONGEST DELAY IN THE QUEUE (LDQ)

Guarantee:

Contractor guarantees that it will report daily on the longest delay in the queue(s), as the Exchange identifies this as a leading indicator of the “worst case” speed of service experience of an Exchange consumer each day.

Definition:

“Longest delay in the que” (LDQ) is defined as a consumer call spending the longest time in the que for a particular day. Each day, Contractor will identify and report on the duration of the call that has been in the queue the longest.

On an ongoing basis, Contractor measures telephone response time through the _____ monitoring equipment which will produce an empirical report on the LDQ and will be presented unadjusted to the Exchange.

Penalty and Measurement Criteria:

There is no penalty currently contemplated for LDQ.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

SPEED OF SERVICE: AVERAGE SPEED OF ANSWER (ASA) – CHAT FUNCTION

Guarantee:

Contractor guarantees that it will monitor and report monthly on the ASA – CHAT Function, as the Exchange identifies this a lagging indicator of the operating ability of the Contractor to manage its overall response to consumers utilizing the Chat Function.

Definition:

“Average Speed of Answer (ASA) – Chat Function” is defined as the total sum of time for CSRs to answer all chat requests divided by the number of chat requests during the measurement period.

Penalty and Measurement Criteria:

.10% of the Performance Period Call Center Service fees if the cumulative total service level falls below the KPI target. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI, as amended.

SPEED OF SERVICE: TOTAL SERVICE LEVEL (TSL) – “ASK A QUESTION” FUNCTION

Guarantee

Contractor guarantees that it will respond to 100% of inquiries submitted through the “Ask a Question” Function within three (3) business days of receipt.

Definition:

TSL for the “Ask A Question” Function is the span of time (in hours) that begins when an inquiry submitted through the “Ask a Question” Function is received in the Contractor’s designated inbox and ends when the CSR responds to such inquiry.

Penalty and Measurement Criteria:

.10% of the Performance Period Call Center Service fees if the cumulative total service falls below the KPI target. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI, as amended.

QUALITY RESOLUTION: FIRST-CALL RESOLUTION (FCR)

Guarantee:

Contractor guarantees a minimum standard for FCR greater than or equal to 85% for all resolvable calls and greater than or equal to 65% for all calls received by the Call Center each calendar month. FCR gauges the ability of Contractor to accomplish a call in a single contact without requiring a transfer to another unit or person and without needing an additional call to assist the consumer for the same call reason.

The Exchange shall establish and maintain commercially reasonable rules and definitions for resolvable calls no later than ninety days after Go-Live. The rules and definitions will be based on the performance and observations during the ninety-day benchmarking period. These rules and definitions will provide the basis for reporting and measurement effective fifteen (15) days after they are delivered to Contractor.

Definition:

“FCR” is defined as the total number of calls that were completely resolved during the course of the first inbound call initiated by the consumer and do not require a callback from Contractor or the Exchange to resolve the issue

– minus

the total number of calls that were reopened to resolve the same issue or prior request by consumer

– divided by

the total numbers of all consumer calls received by Contractor CSR’s in a rolling fifteen (15) business day period.

Resolved calls are only those calls where the consumer or issue/question has been completely dealt with and where the consumer agrees that the issue/question has been resolved and the CSR logged the issue/question as resolved.

Contractor will sufficiently and objectively identify each consumer acknowledgement for resolved calls such that it can be reported and tracked as follows:

- The consumer’s request was resolved; or
- The consumer’s request was reopened; or
- The consumer’s request remains unresolved; and/or
- The consumer’s request is a re-contact on an unresolved prior service request or issue.

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 1.0% of the Performance Period Call Center Service fees if the FCR-Resolvable rate falls below the minimum standard of 85% of resolvable calls and by 0.5% if the FCR- All Calls rate falls below the minimum standard of 65% of all calls.

Contractor will prepare and submit a monthly report on its FCR for Resolvable Calls and FCR for all calls.

Resolvable calls shall be defined in accordance with the requirements set forth above.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

QUALITY RESOLUTION: REPEAT CALL RATE

Guarantee:

Contractor guarantees a minimum standard for Repeat Call Rate of less than or equal to 5% for all resolvable calls. Repeat Caller Rate gauges the ability of Contractor to control the number of times a consumer must re-contact the Call Center for resolution of the same issue/topic to the satisfaction of the consumer.

The Exchange shall establish and maintain rules and definitions for resolvable calls no later than _____. These rules and definitions will provide the basis for reporting and measurement effective as of the Go-Live Date.

Definition:

“Repeat Call Rate” is defined as inbound calls received by the Exchange or the Call Center to follow-up on/resolve a service request that was initiated but unresolved in a prior call to the Call Center.

Repeat calls will be captured in a rolling (fifteen) 15 work day window and are tracked in order to monitor the rate and pattern of repeat callers. IVR scripts will provide a point of entry that allows the consumer to self-identify as a repeat caller for a prior unresolved issue.

“Resolvable calls” are defined as all calls that can and should be handled within the Call Center at a Tier 1 or Tier 2 level.

Contractor will sufficiently and objectively identify each repeat caller such that the repeat caller request can be reported and tracked as follows:

- The consumer’s request was resolved; or
- The consumer’s request was reopened; or
- The consumer’s request remains unresolved; and/or
- The consumer’s request is a re-contact on an unresolved prior service request or issue.

Exclusions:

- Calls resulting from transfers to other departments or agencies, such as the Exchange’s Customer Resolution Team or DSS, for unresolved issues are not included in the Repeat Call Rate calculation.

Penalty and Measurement Criteria:

There is no penalty currently contemplated for Repeat Call Rate. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

QUALITY RESOLUTION: TRANSFER RATE

Guarantee:

Contractor guarantees a minimum standard for Misdirected Transfer Rate of less than or equal to 7.5% for all resolvable calls. Transfer Rate gauges the overall ability of Contractor to control the number of times a consumer must be transferred for resolution of an issue/topic to the satisfaction of the consumer.

Definition:

The "Transfer Rate" is defined as the percentage of calls requiring transfer to another person or unit to be handled to resolution, calculated daily. Tracking must include the percentage of transfers and the destination of each transfer.

Types of transfers to be tracked are:

- Internal Transfers
- External Transfers
- Misdirected Transfers

"Internal Transfers" are defined as any transfer from a Tier 1 CSR to a Tier 2 CSR (and vice versa) or from a Tier 1 CSR to the Exchange's Customer Resolution Team ("CRT"). "External Transfers" are defined as any transfer from a Tier 1 or Tier 2 CSR to any entity outside of Contractor's Call Center or CRT. "Misdirected Transfers" are defined as any inappropriate external transfer that results in a returned call to the Call Center.

Overall Transfer Rate is calculated as follows:

the total number of calls transferred

- divided by

the total number of inbound calls routed to a CSR/other agent

- multiplied by one hundred (100).

"Resolvable Calls" are defined as all calls that can and should be handled within the Call Center at a Tier 1 or Tier 2 level.

Misdirected Transfer Rate is calculated as follows:

The total number of misdirected transfers

- Divided by

the total number of external transfers.

Contractor will sufficiently and objectively identify each transferred call unadjusted from the source, _____ ACD system.

Examples of inappropriate transfers to the Exchange's Customer Resolution Team ("CRT") include but are not limited to as follows:

1. CSR does not complete the "report a change" process and performs an application override and instead forwards the issue to CRT.
2. Address changes – CSR does not follow process to make an address change but rather sends the consumer to CRT. The exception to this is a repeat caller who has says "I changed my address with you and my bill from the carrier still went to my old address." This exception may be an 834-file issue and will need to be handled by CRT.
3. VCL terminations – Individuals have sixty (60) days from the term date to obtain reinstatement after producing the required documents. CSR should do a reinstatement within the sixty (60) day term date rather than forwarding the consumer call to the CRT to conduct the reinstatement. If reinstatement date has passed, reinstatement must be performed by CRT.
4. Prospective terminations – CSRs are permitted to terminate an application with a future date the first of the following month. However, if only one person is terminating off the policy and another is staying on (in the case of a two-member policy) both individuals need to be terminated off the policy and a new policy, via the "report a change" function must be initiated by the CSR. Calls of this type should not be forwarded to the CRT before taking the aforementioned steps.
5. Income changes – When a consumer calls to report a change in income. The CSR will make that income change via the "report a change" function. Currently, income changes are routinely being sent to CRT for resolution.
6. CSR must instruct consumers that an enrollment for either QHP or Medicaid will take at least 72 hours to appear in a carrier's system. Currently, CSRs incorrectly forward non-issues on enrollment to CRT.
7. CSRs informing consumers that they can switch a plan at any time outside of Open Enrollment (Note: no consumer can switch a plan unless they are eligible for a Special Enrollment Period). Many consumers are routinely routed to CRT when a consumer realizes that they are not able to switch their plan outside Open Enrollment.

These call examples are resolvable at the Call Center CSR level and should not be transferred to CRT.

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 0.5% of the Performance Period Call Center Service fees for each full percentage point that the monthly Misdirected Transfer Rate is greater than 7.5%.

Contractor will prepare and submit a monthly report on its Transfer Rate for all calls.

Contractor results for the Transfer Rate will be reported from the source ACD/IVR systems and will be presented unadjusted.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

QUALITY RESOLUTION: CUSTOMER SATISFACTION (CSAT)

Guarantee:

Contractor guarantees a CSAT of 90% or greater on each month. Further, Contractor guarantees that it will identify and respond to each consumer who self identifies in a monthly survey as dissatisfied or highly dissatisfied.

Definition:

The "CSAT" is defined as a questionnaire consisting of at least five (5) survey questions.

Such questions will query a consumer and capture information pertaining to: reason of call, number of calls for a particular issue, whether the issue resolved with the call, and confidence level with the CSR and information provided.

Penalty and Measurement Criteria:

Contractor will reduce its compensation by 0.5% of the Performance Period when the monthly CSAT results fall below 90%. The penalty will commence ninety (90) days after Go-Live for Contractor's benchmarking purposes.

Contractor's results for the CSAT will be reported unadjusted from the IVR via the post-call IVR survey or other supplemental vehicles required to meet the sample size (required criteria such as outbound calls, web survey and e-mails). CSAT data should be captured and retained at the individual respondent level and posted to the individual consumer's CRM record.

Contractor will provide a monthly report on the follow-up and action items associated with those consumers who self-identify as dissatisfied or highly dissatisfied as part of the monthly survey findings.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

QUALITY: CALL PROCESS

Guarantee:

Contractor guarantees that it will work with the Exchange to implement a QA program at the CSR level. The Quality assessment and measurement capability will commence as a pilot program during training and will be fully implemented on or before _____ to establish a baseline and target for the remaining Agreement Term.

This measure will be developed and implemented from the Effective Date of the Agreement through a 90-day pilot period.

The ongoing Quality Call Process KPI target for Contractor shall be established within 30 days of final agreement on the KPI but no later than _____.

Definition:

“Call Process” is defined as the method by which Contractor and the Exchange will work collaboratively to develop, test, implement, and evaluate process changes to improve the consumer’s experience with the Call Center.

Penalty and Measurement Criteria:

No penalty will be assessed for this KPI. The Exchange will determine the final Quality KPI targets measurements on or before day sixty (60) of the pilot period.

Such measurement criteria will be guided by industry standards, sector benchmarks and the operating and financial considerations of the Exchange.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

QUALITY RESOLUTION: DATA BREACHES AND SECURITY INCIDENTS

Guarantee:

No Data Breach or Security Incident will be caused solely by the act(s) or omission(s), whether intentional or unintentional, of the Contractor, its Contractor Personnel, or its Subcontractor(s) in the applicable Performance Period.

Definition:

“Data Breach” shall have the meaning set forth in subsection 1.17 of this Agreement.

“Security Incident” shall have the meaning set forth in subsection 1.49 of this Agreement.

“Contractor Personnel” shall have the meaning set forth in subsection 1.13 of this Agreement.

“Subcontractor” shall have the meaning set forth in subsection 1.54 of this Agreement.

Penalty and Measurement Criteria:

One or more Data Breaches or Security Incidents caused solely by the act(s) or omission(s), whether intentional or unintentional, of the Contractor, its Contractor Personnel, or its Subcontractor(s) in the applicable Performance Period will be deemed as Contractor’s failure to meet the Guarantee in such Performance Period. Contractor will reduce its compensation by \$1,000.00 per Data Breach or Security Incident caused by the act(s) or omission(s), whether intentional or unintentional, of the Contractor, its Contractor Personnel, or its Subcontractor(s) in the applicable Performance Period.

Contractor will prepare and submit a monthly report on how many Data Breaches and Security Incidents were caused solely by the act(s) or omission(s), whether intentional or unintentional, of the Contractor, its Contractor Personnel, or its Subcontractor(s) in the applicable Performance Period. Thereafter, Contractor will meet with the Exchange to mutually agree any improvement measures necessary to reduce the likelihood of or mitigate future Data Breaches or Security Incidents. Contractor’s performance results will be based on written and oral records arising out of the Contractor and Exchange’s investigation of a Data Breach or Security Incident, including, but not limited to, the CRM incident record, JIRA ticket information, and correspondence between Contractor Personnel or between Contractor Personnel and the Exchange. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI, as amended.

EFFICIENCY/CONTACT HANDLING: AVERAGE HANDLE TIME (“AHT”)

Guarantee:

Contractor guarantees that the AHT per call average will not exceed 14 minutes. Contractor will guarantee the AHT on a monthly basis.

Definition:

“AHT” is defined as the sum of talk time measured for all inbound calls + hold time + after call work time

- divided by:

the total number of inbound calls handled during the measurement period.

“Talk time” is the sum of the CSR’s time in talk mode. “Hold time” is the sum of the CSR’s time in hold mode. “After call work time” is the sum of the CSR’s time spent performing call follow up work while not in talk or hold mode.

On an ongoing basis, Contractor measures talk time, on hold time and after call work time through the _____ ACD monitoring equipment which will produce an empirical report on the AHT and will be presented unadjusted to the Exchange monthly.

Penalty and Measurement Criteria:

There is no penalty associated with this KPI. Contractor will report unadjusted results for AHT to the Exchange from the source ACD system data. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

EFFICIENCY / CONTACT HANDLING: ON HOLD TIME (“OHT”)

Guarantee:

Contractor guarantees that the average monthly OHT will not exceed one hundred twenty (120) seconds per call.

Definition:

“On Hold Time” is defined as amount of time that the consumer spends on hold during a single inbound call.

On an ongoing basis, Contractor measures talk time, On Hold Time and after call work time through the _____ ACD monitoring equipment. Contractor will deliver an unadjusted empirical report on the AHT to the Exchange.

Penalty and Measurement Criteria:

There is no separate penalty for OHT as the AHT KPI target includes this as part of its consideration.

Measurement criteria will be guided by industry standards, sector benchmarks and the operating and financial considerations of the Exchange.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

EFFICIENCY/CONTACT HANDLING: AFTER CALL WORK TIME (“ACWT”)

Guarantee:

Contractor guarantees that the average ACWT shall not exceed seventy (70) seconds.

Definition:

“ACWT” is defined as any call-related work that is done when a CSR is not on a call. This will be measured as:

the cumulative amount of time the CSR spends on performing any follow-up work after the CSR has disconnected from the call

- divided by

the total number of calls handled.

On an ongoing basis, Contractor measures talk time, on hold time and after call work time through the _____ ACD monitoring equipment. Contractor will deliver an unadjusted empirical report on the AHT to the Exchange.

Penalty and Measurement Criteria:

There is no separate penalty for ACWT as the AHT KPI target includes this as part of its consideration.

Measurement criteria will be guided by industry standards, sector benchmarks and the operating and financial considerations of the Exchange.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

EFFICIENCY/RESOURCE/COST: TURNOVER RATE

Guarantee:

Contractor guarantees that the turnover rate will not exceed 25% annually for all CSR staff. The guarantee period results will be an annual assessment made concurrent with the Agreement anniversary dates.

Definition:

“Turnover rate” is defined as the number of CSRs who left their job (involuntarily) with Contractor (or its staffing subcontractors) more than thirty (30) days after the completion of initial training during the measurement period,

- divided by

the total number of CSRs recorded as working on the Exchange account at any point during the measurement period

- multiplied by (one hundred) 100.

The number of CSRs at the beginning of the measurement period will be determined by the number of individual CSRs that have been registered and authorized as active users of the Exchange HIX system on the first calendar day of the month beginning after the thirtieth (30th) day after completion of training. This calculation shall not include turnover related to ramp-ups and ramp-downs associated with changes to TSL or to accommodate Open Enrollment periods.

This metric will not be applicable during the end of the Agreement’s termination wind down period, which will be provided in writing to Contractor.

Penalty and Measurement Criteria:

Contractor will reduce its compensation by Thirty-Five Thousand Dollars (\$35,000) for each annual period (beginning on the Effective Date of the Agreement) that turnover rises above 25% for all CSRs.

Contractor’s turnover will be monitored and reported monthly by the Exchange from the log of active registered and authorized users assigned to the Exchange account that have successfully completed training during the measurement period.

Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI.

REPORTING: KPI Reporting

Guarantee:

Contractor guarantees that it will provide its Performance Management (KPI) reports to the Exchange in accordance with the KPI Reporting schedule in **Schedule A**.

The guarantee period results will be an assessment made concurrent with the **Schedule A** due dates.

Definition:

“KPI Reporting” is defined as a schedule of reports and due dates that are expected from Contractor in accordance with the schedule in **Schedule A**.

Penalty and Measurement Criteria:

Contractor will reduce its monthly compensation by \$100 per report/per day for each delayed report.

Contractor shall provide a written explanation of the cause of the deficiency and action steps to avoid future delays to required reporting.

EFFICIENCY/CONTACT HANDLING: AVERAGE HANDLE TIME (AHT) – CHAT FUNCTION

Guarantee:

Contractor guarantees that the AHT for the Chat Function will not exceed nine (9) minutes. Contractor will guarantee the AHCT for the Chat Function on a monthly basis.

Definition:

AHT for the Chat Function is defined as the sum of chat time measured for all chats plus (+) after call work time, divided (/) by the total number of in-bound chats handled during the measurement period.

Penalty and Measurement Criteria:

There is no penalty associated with this KPI. Results will be reported in accordance with the reporting schedule as documented in the Reporting KPI, as amended.

CALL CENTER RELATIONSHIP MANAGEMENT

The purpose of the Quarterly Relationship Management Scorecard is to implement a standard process for monitoring the quality and effectiveness of the overall relationship between the Exchange and Contractor.

The Exchange's Director of Operations or their designee, will be responsible for collecting, managing, and monitoring the overall relationship management performance evaluations. Results will be discussed during the ongoing quarterly and annual performance meetings with the Exchange Executive Steering Committee according to the schedule defined in the Statement of Work.

If Contractor scores three (3) or less in any sub-category or category or produces an overall score between 0-60%, the Exchange reserves the right to call a special meeting to discuss the particular areas of concern.

The Relationship Management KPI's that will be assessed are in the areas of Account Management, Schedules and General. They will be reviewed as below.

A. ACCOUNT MANAGEMENT

- a. Contractor communicated relevant information effectively.
- b. Contractor was proactive in its review of relevant statutes, regulations, codes, and by-laws affecting the delivery of Call Center Services to the Exchange.
- c. Contractor was prompt and effective at addressing Exchange requests and incorporating requested changes into the scope of work.
- d. Contractor Project Account Lead effectively managed and coordinated the project delivery.
- e. Contractor Project Account Lead facilitated regular site meetings as per the requirements outlined at time of award.
- f. Contractor Project Account Lead advised the Exchange Operations Project Lead of required adjustments to budget and schedule as a result of changes in the Exchange requirements and market in a clear and timely manner.
- g. Contractor rendered findings with a reasonable amount of time on claims, disputes and other matters relating to execution or performance for the work outlined in the Agreement.
- h. Contractor responded in a timely manner to all questions and issues pertaining to the project and ongoing services.

B. ACCOUNT SUPPORT

- a. Contractor provided staff that are knowledgeable on required Exchange services and functions.
- b. Contractor technical support was accessible and knowledgeable.
- c. Contractor solutions to Exchange issues showed innovation and flexibility.

- d. Contractor provided regular updates to Exchange management on “best in class” and emerging practices.

C. SCHEDULES

- a. Contractor was able to maintain stated project deadlines.
- b. Contractor was diligent at communicating progress on the project and providing updates.
- c. Contractor was proactive at addressing and resolving project issues per the agreed schedule.

D. GENERAL

- a. Contractor issued complete invoices in a clear, accurate and organized format per agreed timelines to facilitate timely payment.
- b. Quality of overall work.
- c. Overall experience with Contractor’s service.

RATING CRITERIA

The following criteria will be applied to the above KPIs in scorecard format as part of the periodic relationship management performance assessment:

1. Consistently falls far below expectations (0-20%)

Performance jeopardized the achievement of Agreement requirements, despite additional oversight.

2. Frequently misses expectations (21-40%)

Several performance issues required the Exchange to provide additional oversight to ensure that Agreement requirements were met.

3. Mostly meets expectations (41-60%)

Very minor performance issues but Contractor has otherwise met the Agreement requirements.

4. Consistently meets expectations (61-80%)

No performance issues and the Contractor has met the Agreement requirements.

5. Exceeds Expectations (81-100%)-

Contractor performance level exceeds Agreement requirements.

6. N/A Not Applicable

Exhibit 4

Pre-Execution Deliverables

[Exhibit 4 to be Finalized]

Exhibit 5

Request for Proposals

[Exhibit 5 to be Finalized]

Exhibit 6

Response to Request for Proposals

[Exhibit 6 to be Finalized]

Exhibit 7

Response to Traceability Matrix

[Exhibit 7 to be Finalized]

Exhibit 8

Statement of Work

EXHIBIT 8

Statement of Work (“SOW”)

Reference is hereby made to that certain Call Center Management Agreement (the “Agreement”) dated as of _____, by and between the Connecticut Health Insurance Exchange d/b/a Access Health CT (the “Exchange”) and _____ (the “Contractor”). Any term not defined herein shall have the meaning ascribed to it in the Agreement.

	Objective
	<p>I. The Exchange is acquiring Call Center Services from the Contractor resulting from the Request for Proposals for Call Center Services issued on July 12, 2024. Any term not defined herein shall have the meaning ascribed to it in the Agreement.</p> <p>II. The Exchange’s overall objective outcome requires the Contractor to provide Call Center Services on behalf of the Exchange on a platform that provides an enhanced level of technology and service capability for servicing calls received from consumers seeking to enroll in health care coverage. The Contractor is responsible for overseeing all necessary transition tasks including a transition of call center operations from the Exchange’s current service provider, TTEC Government Solutions, LLC (“prior vendor”) to the Contractor.</p> <p>III. The Contractor shall provide the following:</p> <ul style="list-style-type: none">A. <u>Exemplary service</u> – Provide clear, concise and accurate information and eligibility enrollment services in an efficient manner to consumers contacting the Call Center.B. <u>Effective call center services</u> - Staff the Call Center with highly trained, knowledgeable, and efficient representatives who will handle calls in an accurate and expeditious manner.C. <u>Timely and complete management information</u> – Provide the Exchange access to and be transparent and highly responsive in all reporting of the operating data to the Exchange and its stakeholders as requested.D. <u>Meet Annual Budget</u> - Operate effectively within the constraints of the Exchange’s annual operating budget approved by its Board of Directors. <p>IV. The Contractor shall provide the telephonic infrastructure, staffing and related platforms to the Exchange necessary to provide the Call Center Services. Such services shall also include: (i) the development of Call Center operating policies and procedures; (ii) provision of flexible and responsive management reporting; and (iii) demonstrable capabilities for rapid process and</p>

system change to accommodate evolving operating needs – especially as it pertains to correcting inefficiencies and gaps in quality and operational controls. The Contractor must serve the Exchange in a highly responsive manner within limited timeframes, as required.

V. The Contractor shall maintain currency in its technical infrastructure in accordance with any third party/ outside vendor software or services that it employs for the Solution. The Contractor must certify its compliance to third-party/outside vendor currency at least semi-annually and at such other times as the Exchange may request.

A. At a minimum, the Contractor shall utilize the following services and technologies in the Solution commencing on the Go-Live Date for the provision of Call Center Services on behalf of the Exchange:

1. [To be determined.]

Definitions	
I.	The Exchange : Connecticut Health Insurance Exchange d/b/a Access Health CT
II.	The Contractor : _____
III.	RFP : the Exchanges Request for Proposals for Call Center Services issued July 12, 2024, which includes the initial request document and all appendices, requirements tractability matrix, errata, addenda, and the final Question and Answer document.
IV.	ACA : the Affordable Care Act
V.	SBM : Small Business Marketplace
VI.	DSS : Connecticut Department of Social Services
VII.	CHIP : Children’s Health Insurance Program
VIII.	QHP : Qualified Health Plan
IX.	RTM : Requirements Traceability Matrix
X.	CSR : Customer Service Representative
XI.	QBR : Quarterly Business Review
XII.	SOW : Statement of Work
XIII.	PMP : Project Management Plan
XIV.	IPP : Implementation Project Plan
XV.	TPP : Transition Project Plan
XVI.	KPI : Key Performance Indicator
XVII.	SLA : Service Level Agreement
XVIII.	CRT : Customer Resolution Team, the Exchange’s internal customer service department
XIX.	PII : Personally Identifiable Information
XX.	PSI : Permission to Share Information
XXI.	Go-Live Date : means the latter of May 1, 2025 or the date upon which the Contractor receives and handles one-hundred percent (100%) of consumer calls
XXII.	CTI : Computer-Telephony Integration
XXIII.	CRM : Customer Relationship Management Platform
XXIV.	OPS-PMO : Exchange staff identified to work with the Call Center Manager to oversee the Change Management process. The OPS PMO is part of the ongoing Governance process post Go-Live Date to manage (directly with Contractor) all

Change Orders during the course of the Term.

Governance and Management

I. General Governance

The Contractor will work with the Exchange to develop and agree upon a governance model prior to the Go-Live Date that covers both transition and ongoing service operations. Such governance model will include, but not be limited to: (i) the establishment of a Transition Steering Committee (prior to the Go-Live Date); (ii) the establishment of an Ongoing Operations Board (prior to the Go-Live Date); (iii) Contractor’s identification of the individual to administer the Agreement; (iv) the development of an Executive Escalation Plan; (v) the development of a Crisis Administration Plan; and (vi) the conduct of Quarterly Business Reviews.

A. Transition Steering Committee/ Ongoing Operations Board

The Contractor will work with the Exchange to establish: (i) an oversight team responsible for the successful transition of Call Center Services from prior vendor to the Contractor (the “Transition Steering Committee”); and (ii) an oversight team tasked with the overall strategic direction for Call Center operations (the “Ongoing Operations Board”). Each oversight team will be comprised of representatives from both the Exchange and the Contractor. The Contractor shall, prior to the execution of the Agreement, deliver a document that clearly articulates the roles, responsibilities and limitations of each oversight team and the members thereof.

B. Contract Administration

The Contractor shall name a contract administrator who will report to the Exchange’s call center manager to ensure that all contract deliverables are met and accepted by the Exchange (the “Contract Administrator”). The Contractor shall submit the name and resume of its Contract Administrator prior to the execution of the Agreement. The Contractor shall also provide a document that clearly describes the role and responsibilities of the Contract Administrator and any limitations on the Contractor’s authority during the Term.

C. Executive Escalation Plan

The Exchange shall have the ability to escalate issues to Contractor’s executives, at its sole discretion. The Contractor shall provide to the Exchange a recommended escalation procedure for its review and approval prior to the execution of the Agreement (the “Executive Escalation Plan”). This Executive Escalation Plan shall include a contact list with appropriate contact information

for each identified executive, such as cell phone and email. The Contractor shall provide the Exchange with an updated contact list as may become necessary.

D. Crisis Administration Plan

The Contractor shall prepare and maintain a crisis administration plan that clearly documents the notification process for situations that require immediate action from the Exchange and the Contractor and identifies key personnel that should receive such notifications (the "Crisis Administration Plan"). Such plan will be reviewed and approved by the Exchange prior to the execution of the Agreement. Tracking of all outages associated with the effective delivery of Call Center Services is the sole responsibility of the Contractor, regardless of provider.

E. Quarterly Business Reviews ("QBR")

The Contractor shall meet with designated Exchange representatives for Quarterly Business Reviews. The QBR is a forum to review results for the previous quarter and to strategically plan for the upcoming quarter(s). The Contractor's performance will be measured against predetermined criteria as set forth in this SOW and the Call Center Performance Measurement Plan (the "PMP") and the Exchange shall provide the Contractor with overall performance ratings for the quarter. QBRs may be conducted via teleconference, in-person at the Exchange's headquarters in Hartford, CT, or in person at one of the Contractor's call center site(s). The Exchange and Contractor will mutually agree on the venue for QBRs. The complete QBR process is outlined below.

1. The Contractor shall present the following data at the QBR:

- i. Organizational Structure: highlight any organizational changes or restructuring that has taken place since the previous QBR
- ii. Performance results versus targets
- iii. Key accomplishments and highlights for the previous quarter
- iv. Issues and concerns (include planned outages)
- v. Strategic plans and direction for upcoming quarter and beyond
- vi. Process improvement / re-engineering suggestions

2. The Exchange shall present the following data at the QBR:

- i. Review action items from the previous QBR
- ii. Review of objectives set and performance to those objectives
- iii. Future plans and strategic direction
- iv. Objectives, key events and expectations for the coming

quarter

II. Project Management

The Contractor shall maintain a PMP approved by the Exchange, that shall address key projects mutually agreed to by the Exchange and the Contractor to support the management of the Agreement, as needed. The purpose of the PMP is to define the project, the scope of work to be performed, the project activities, deliverables, staffing requirements, and organization of program team and interfaces between the Contractor and Exchange. The PMP shall provide a level of detail sufficient to establish and maintain control of all program functions for successful program execution.

A. Implementation Project Plan

The Contractor shall adhere to the agreed upon Implementation Project Plan ("IPP"). The IPP will include a detailed work breakdown structure of all activities/tasks required to transfer all Exchange workloads, data, functions, and materials from prior vendor to the Contractor. The Exchange will review and provide written approval to the Contractor to proceed with the IPP prior to the execution of the Agreement.

B. Implementation and Transition Requirements

The Contractor shall facilitate an orderly transition of the Call Center workloads, data, functions and materials from prior vendor to the Contractor in accordance with the approved IPP. The Contractor shall establish and maintain a transition team throughout the course of the transition until the Contractor has achieved the ability to assume the full workload from prior vendor and has implemented all deliverables set forth in the Agreement.

The transition shall be considered successful when all Exchange workloads, data, functions and materials are managed by and are performed solely by Contractor. The workload transition is successful when all Exchange information, records, and data have been fully accepted and under the control of Contractor.

C. Current Vendor Transition Responsibilities

With respect to the transition of Call Center Services, the Exchange will use its best efforts to have prior vendor cooperate fully with Contractor and shall arrange to have prior vendor deliver all Exchange workloads, data, functions and materials to the Contractor during the Transition Period.

D. Transition Project Plan

The Contractor shall adhere to the approved IPP to provide for the transfer

and receipt of all Exchange workloads, data, functions and materials from prior vendor to the Contractor (the "Transition Project Plan"). The Exchange will provide the IPP to prior vendor, to commence the transition work described herein. The IPP will clearly address specific workloads to be transitioned and contain a proposal of which workload categories and volumes are to be addressed and in what order of priority. The IPP will incorporate a clear milestone marking the acceptance of all transferred Exchange workloads, data, functions and materials by the Go-Live Date. The Contractor shall attend all meetings and maintain all meeting minutes in support of and in accordance with the IPP, or as directed by the Exchange.

III. Risk Management Plan

The Contractor shall develop a risk management plan prior to the execution of the Agreement (the "Risk Management Plan"). The Risk Management Plan shall include the Exchange's technical processes and data system's activities associated with both transition and continuing operations that may have a negative effect on the success of the implementation, transition and overall provision of Call Center Services, if the specific requirements or transition obligations are not met. The Contractor shall also include in the Risk Management Plan any contingencies that will maximize successful transition and clear administration of the Agreement. Before implementing a contingency plan, the Contractor shall obtain the Exchange's written approval.

IV. Communication & Outreach Management

Prior to the execution of the Agreement, the Contractor shall develop, execute, and maintain a communication plan that will identify the processes and procedures the Contractor shall follow to inform all Call Center stakeholders about the transition, including implementation of systems, policies and procedures necessary for (i) the transition of consumer calls to Contractor; (ii) the status of the transition and the current progress thereof; and (iii) and any anticipated changes that may affect specific stakeholders (the "Communication Plan").

The Contractor shall develop the Communication Plan with the goal of maximizing the effectiveness of the Call Center workloads, data, functions and materials. The Contractor shall work with the Exchange and DSS to ensure the Communication Plan will provide for opportunities to: (i) engage the Call Center stakeholders in meetings; (ii) to educate the stakeholders about the Call Center workloads, data, functions and materials; (iii) and to solicit stakeholder suggestions for a more efficient process.

A. Ongoing Participation in Meetings and Work Groups

The Contractor shall participate in scheduled and ad hoc meetings with the Exchange and other Exchange contractors and shall send the appropriate personnel, as may be necessary. The Exchange may call for occasional subject

specific meetings with appropriate Contractor managers, members of the Exchange's staff, and other Exchange officials. These meetings may occur face-to-face or via teleconference. The Contractor shall always prepare brief written minutes of each meeting, including all agreements reached and action items, and Contractor shall submit the minutes (along with any handouts used at the meeting) to the Exchange within two (2) business days. The minutes shall be in Microsoft Word or compatible form. Additionally, as may be required by the Exchange, the Contractor shall be available to meet with Exchange staff to discuss issues, provide status updates, milestone achievements, and to resolve any problems relating to the performance of the Call Center Services or the administration of this Agreement. The Contractor's Account Manager shall meet with the Exchange on a bi-weekly basis following the Go-Live Date. Agendas for this and other regularly scheduled and ad-hoc meetings shall be received by the Exchange at least one (1) business day prior to the meeting start time (24 hours). These meetings may take place at the Contractor's site in _____, Exchange headquarters in Hartford, CT or via teleconference.

B. Participation in Special Meetings or Conferences

The Contractor shall participate in, and send appropriate Contractor personnel to, a variety of special meetings and/or conferences as directed by the Exchange including, but not limited to:

1. Exchange Senior Leadership Meetings
2. Exchange Board Committee Meetings
3. Exchange Board Meetings
4. Exchange Budget Conferences
5. Selected Stakeholder meetings

V. Change Management/Control

The Contractor will prepare a plan that articulates the process governing any changes in the transition requirements and ongoing Call Center operations prior to the execution of the Agreement (the "Change Management Plan"). The Change Management Plan shall establish the roles and responsibilities for managing any changes identified through the change management process. The Exchange currently utilizes JIRA for change management tracking, however, the Contractor shall identify an alternative tool that would improve upon JIRA capabilities or is more aligned with both the Exchange's and Contractor's objectives for change management/control.

The Change Management Plan shall also clearly identify the process and procedures for Contractor's scheduling of routine maintenance, repair and/or upgrade activities during periods of time that could impact Call Center Services. The Contractor is required to follow

the process for scheduling such activities set forth in the Change Management Plan and shall review and update such scheduled activities and the corresponding plan with the Exchange during the applicable QBR.

A. Technology Platform / System Life Cycle Changes

During the Term of this Agreement, the Exchange may require the Contractor to develop and implement significant enhancements to the Solution as a result of new or revised legislation, policy, or procedures affecting the ACA. The Exchange and the Contractor shall work collaboratively and strategically to develop and implement any necessary modifications or enhancements to the Solution. The resulting deliverables will include but are not limited to any necessary technological analysis, system analysis, process analysis, requirements analysis, testing and deploying, as well as updated system and procedural documentation.

All enhancements will be executed in accordance with the procedures set forth in the Change Management Plan and shall address the following: (i) estimated Solution impact; (ii) staff resource requirements; (iii) timelines to implement the enhancement(s); and potential training and corresponding documentation.

Business and Technical Environment	
I.	The Call Center must be fully operational and ready to accept consumer calls without the involvement of prior vendor on the Go-Live Date. The Contractor shall work to refine and improve the Call Center and its operations thereafter.
II.	The Contractor shall install, configure and maintain a _____ telephony platform including IVR, ACD, and CTI and will establish and maintain a sufficient number of phone lines to accommodate peak call volumes in accordance with the performance management plan. The telephone system must have the ability to direct incoming calls to specific queues and assign calls to available staff within each queue and/or provide call forwarding as necessary or directed by the Exchange. Go-Live queue definition, in accordance with the date established in the IPP, and overflow protocols will be approved by the Exchange.
III.	The Call Center shall be available to receive, record and respond to inbound consumer calls Monday through Friday from 8:00 a.m. to 4:00 p.m. Eastern Standard Time (EST) during <i>non-Open Enrollment months</i> . As the Call Center workloads tend to change on a month-to-month basis (e.g. Open Enrollment periods which will include extended hours of operation on

weekends during Open Enrollment months) the Contractor shall be flexible and open to adjusting hours of operation to accommodate changing business needs while maintaining approved service levels. The Performance Management Plan details specific KPIs that will be relative to Open Enrollment and non-Open Enrollment months.

- IV. During normal business hours the Call Center shall be staffed with fully trained Customer Service Representatives (“CSRs”) and the Contractor shall use an IVR for call routing self-service and customer announcements. During non-business hours, a messaging service (or IVR) will be employed to deliver helpful information and it shall direct consumers on how to receive “live” assistance.
- V. The Contractor shall adjust the Call Center days and hours of operation as may be directed by the Exchange to meet shifting volume demands or special events or circumstances.
- VI. The Call Center shall maintain CSRs as is necessary to implement the Call Center model that the Contractor proposed in its response to the RFP. The Contractor shall utilize personnel that are dedicated to the Exchange and are not supplying services to other clients of the Contractor. Any CSR, having a break in service on the Exchange account of more than thirty (30) days, will be deemed to lack adequate training to service consumer calls as required by the Exchange. The Contractor will be required to re-certify any such CSR in accordance with the Training Plan before the CSR can resume the servicing of consumer calls.
- VII. The Call Center shall be operated from: _____. The servicing of consumer calls must be seamless irrespective of which call center location a consumer may reach when it contacts the Call Center.
- VIII. The Call Center shall operate in the agreed-upon off-site locations approved by the Exchange, except for temporary periods where:
 - A. Calls are overflowed to different call center locations (other than _____) to handle major outages and business releases.
- IX. Calls that overflow to a different call center location shall be handled by Contractor personnel who have been trained and are knowledgeable with the Solution and the Exchange environment as set forth in the Training Plan. No overflows will be permitted to locations that have not been verified as adequately trained by the Exchange Call Center PMO at least sixty (60) days in advance. Personnel who have not serviced consumer call been continuously for at least sixty (60) days prior to an overflow transfer date will not be considered adequately trained to service consumer calls.
- X. The Call Center shall provide high-quality customer service, focusing on the accuracy of information provided, the completeness of information, adherence to privacy laws, and overall

professional customer service. The Exchange aims to provide a seamless customer service experience to all consumers. Regardless of coverage type, the Contractor's training and service must ensure that consumers will be treated in a courteous, respectful and expedient manner.

- XI. The Call Center, and its entire staff, shall be familiar with and comply with all requirements of the ACA and its related regulations.
- XII. The Exchange, its employees, and its representatives and agents shall have full access to Call Center space and all systems, data, policies, procedures, etc. for any aspect of the Call Center directly related to the Call Center Services (e.g. this includes: the CRM system, dashboards, any data warehouse or knowledge repositories, etc., but does not include vendor internal systems such as HR, Financial, etc.) as set forth in the RFP, Contractor's Response, or any other issued binding documents.
- XIII. The CRM is a key strategic customer transaction and information platform. The Contractor shall ensure that in accordance with the IPP, the CRM will be integrated with the Exchange's eligibility and enrollment system and Contractor's telephonic and data platforms.
- XIV. The Contractor shall remain flexible in managing change and providing direct access to Exchange data.
- XV. The Contractor shall coordinate the execution of all the processes between the Contractor and the Exchange to ensure that the individual components that make up the Solution and Services are managed in an end-to-end manner.
- XVI. The Contractor shall provide support to all the Exchange consumers on both a reactive and a proactive basis.
- XVII. The Contractor shall manage all requests from Exchange consumers relating to all manners of support required and/or requested. The Contractor and its entire staff shall be proficient in overseeing and following all business processes outlined in the RFP as well as any business processes updated or created during the start-up and implementation phases.
- XVIII. The Call Center Solution and its supporting systems shall communicate with consumers in layman language, using terms that are clearly understood by the consumers and consistent with those used by the Exchange.
- XIX. The Contractor shall seamlessly coordinate and integrate the Call Center with the Exchange's consumer support infrastructure providing services to consumers, including tools, technology and processes.
- XX. The Call Center shall seamlessly coordinate and integrate with applicable Exchange IT core

system components, including web portal enrollment, reporting, noticing, appeals, etc.

XXI. The Contractor shall provide a Call Center with processes for service delivery and service management that are based on a standard and repeatable methodology (ex. ISO-9000 conformant).

XXII. The Contractor shall provide adequate technical infrastructure that includes at a minimum, equipment (computers, phones, headsets, and others), telecommunications, internet and others based on the requirements set by the Exchange.

XXIII. The Contractor shall provide to the Exchange, a complete infrastructure inventory that it expects to employ in delivering the Call Center Solution (“Solution”). Such inventory will provide complete details of each component including but not limited to: component name; vendor/supplier Name; Installed version data; vendor commercially available version data; date of last upgrade; and date(s) of expected future upgrades. Such inventory will be updated at least semi-annually or when a change is being implemented that affects components of the Solution as delivered. The baseline internal inventory will be due upon execution of the Agreement.

XXIV. The Contractor’s systems shall always facilitate voice call capture desktop screen capture.

XXV. The Call Center shall be tightly bound (restricted) to Exchange and/or DSS market information, processes, and systems in responding to consumer-related questions.

XXVI. The Contractor agrees that any communication to the Exchange’s consumers must be made on behalf of the Exchange and no reference to the Contractor shall be made as an entity separate from the Exchange (i.e. consumers must be under the impression that they are interacting with the Exchange).

XXVII. The Contractor agrees that any communication to the Exchange’s stakeholders must be done with the approval, knowledge of and on behalf of the Exchange and not solely on behalf of the Contractor or its singular business interests.

Call Center Transition and Start up	
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I.	The Contractor and prior vendor shall work together to support a smooth start-up and Transition Period and to complete all start-up and transition phase activities no later than the approved termination date of the agreement between the Exchange and prior vendor. During the Transition Period, the Contractor and prior vendor shall coordinate across activities, including, but not limited to, the intake, triage and transfer of inquiries and requests between prospective customers and existing Exchange customers to ensure a seamless customer
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transition from current operations into the Contractor's proposed servicing model.

- II. The Exchange will provide the Contractor with the turnover plan produced by prior vendor and will have access to Exchange staff as documented in the IPP to facilitate a smooth transition.

- III. The Contractor shall have all necessary technology, telecommunications and personnel in place and fully trained prior to the Go-Live Date. It is the Contractor's responsibility to ensure that the Exchange and its customers not experience any degradation of service due to the transition of duties from prior vendor to Contractor.
 - A. Telecommunications
 - 1. The Contractor shall work with the existing vendor(s) to transfer operation of the consumer toll-free and non-toll-free phone numbers to the Contractor.

 - B. Hard-copy Document Storage and Retrieval
 - 1. The Contractor shall implement and manage document storage, management and retrieval services consistent with state and Exchange guidelines, including the requirements outlined in the Contractor's Security Plan submitted as a pre-contract deliverable.
 - 2. The Contractor shall physically relocate the call center documents stored by prior vendor and any other the existing vendor(s) to the Contractor's storage facility, and validate that such inventory information is accurate;
 - 3. The Contractor shall complete the full transition of documents and responsibilities for managing these documents from prior vendor and any other existing vendor(s) to the Contractor by the end of the Transition Period; and
 - 4. Upon full transition of documents, the Contractor shall provide the Exchange and their designee(s) access to all the documents retained and Contractor shall update its document retention policies as needed.

 - C. Customer Relationship Management
 - 1. The Contractor shall work with the Exchange to ensure that the Oracle OsvC ___ customer information is transferred to the Contractor's _____ platform by the end of the Transition Period in a manner that provides access to Exchange customer data and such data shall be available upon request ;
 - 2. The Contractor shall transition prior vendor's encounter history for Exchange customers to the Contractor's information system, to ensure continuity of customer service as deemed appropriate by the Exchange;
 - 3. The Contractor shall transition prior vendor's open customer-related issues into the Contractor's information system to ensure continuity of customer support as deemed appropriate by the Exchange; and
 - 4. The Contractor shall transition prior vendor's Permission to Share Information ("PSI") form data into the Contractor's system, to confirm proper access and

protection for Customer PII.

D. Knowledge Management

1. The Contractor shall, as deemed appropriate by the Exchange, transition prior vendor's paper-based and electronic knowledge information to the Contractor's knowledge management system by the end of the Transition Period.

E. Customer Contact Information

The Contractor shall:

1. Transfer administration prior vendor and maintain consumer toll-free and non-toll-free phone numbers for the Call Center to the CRM and confirm that ownership of these telephone numbers belongs to the Exchange;
2. Communicate all new contact information to the customers, other state agencies, professional organizations and any others as directed by the Exchange; and
3. Complete the full transition of contacts to the Contractor prior to the Go-Live Date.

F. Data Transition and Migration:

The Contractor shall

1. Transfer all data stored from prior vendor to the Contractor related to customer information, including data stored in the CRM and telephonic systems of prior vendor prior to the Go-Live Date as deemed appropriate by the Exchange;
2. Provide the ability to complete the full transition of all other relevant data repositories and archives as determined by the Exchange, from the systems of prior vendor and any other vendor(s) to Contractor systems before the Go-Live Date.

G. The Contractor shall work with the Exchange to develop the IPP during Transition Period. The IPP shall include the following elements:

1. Phases
2. Timeline (high-level)
3. Service changes required to move to Contractor's model
4. Process specific transition approach
5. Any off-site location requirements/impacts
6. Communication approach and responsibilities
7. Knowledge transfer approach and responsibilities
8. Readiness testing/assessment approach and responsibilities
9. Acceptance procedures

10. The Contractor's suggested approach for transition governance
11. Description of metrics that will be used to identify the successful establishment of a post-transition following the Go-Live Date

H. The Contractor shall detail how it will execute the IPP, including:

1. Coordinating events with all applicable Exchange process owners, vendors and third-party service providers per the IPP.
2. Providing an impact analysis and the Risk Management Plan, including mitigations and contingencies, to minimize the business and technical risks in the implementation of the Exchange Call Center Services.
3. Describing how Contractor will actively lead and participate in the risk assessments as they pertain to the transition of the Call Center Services as requested.

Data Migration and Conversion
<p>I. The Contractor shall work with the Exchange to develop a Data Migration and Conversion Plan ("Data Conversion Plan") that shall be submitted in final form no later than thirty (30) days following execution of the Agreement and will be amended to the IPP. The Data Conversion Plan will define all necessary tasks, dates, resources, dependencies, risks and responsibilities to accomplish the successful data migration from all systems containing Exchange data from prior vendor's platforms to the appropriate proposed solution platforms that are part of the Contractors offered platform solution for the support of the Exchange's Call Center Services.</p> <p>II. The Data Conversion Plan shall address the following goals:</p> <ol style="list-style-type: none"> A Provide a set of options for data migration that minimizes impact to current customer service activity while ensuring access to historical customer records for future use. B Assist in determining what data shall be converted for active use in the Solution. C Provide for the automation of data conversion as fully as possible, which may entail the performance of manual data entry processes and cleanup. D Provide for the development of data conversion methods and acceptance testing procedures to ensure maximum accuracy and timelines. E Provide methods to use converted source data in integration and acceptance testing to ensure proper identification of data conversion and data integrity issues. <p>III. The Data Conversion Plan shall include, but not be limited to, the steps required before, during and after the initial data conversion. The Exchange shall have final</p>

approval authority over the Data Conversion Plan. At a minimum, the following items must be included in the Data Conversion Plan:

- A Data source identification
- B Data cleanup requirements
- C Data validation, data mapping
- D Data conversion processes
- E Data conversion resources
- F Identification and/or development of conversion automation software,
- G Manual data conversion steps and procedures
- H Testing, trial conversions steps and procedures
- I Creation of checklists
- J Issue resolution
- K Metrics for completion of data conversion

IV. The Contractor submitted plan contemplates the following with respect to data conversion volumes into the CRM:

- A A maximum of 1,500 articles will be imported.
- B A maximum of 1.5M contacts will be imported.
- C A maximum of 3M Service Requests will be imported.

V. The Contractor and the Exchange agree that the Exchange is responsible for data cleanup (including before and after conversions) and creation of all source system files for import.

VI. The Contractor shall work with the Exchange and prior vendor to finalize an inventory of all Exchange data in prior vendor's custody. Prior vendor's technical platform and systems that are understood to contain Exchange data that must be migrated are:

- A [To be determined.]

HIX Integration	
I.	The Contractor shall use a dedicated VPN tunnel to ensure secure communication links between Exchange data sources. The Contractor shall work with Exchange and State of Connecticut resources to implement and test this VPN tunnel prior to the Go-Live Date and support fixes, as may be required.
II.	The Contractor shall work with the Exchange on requirements, scheduling, development, testing and interface implementation required for CRM/IVR integration with HIX application data. In preparation for the Go-Live Date, the Exchange will implement a daily batch interface to support a one-time initial load of HIX Application Data, which will contain application data, adds and updates from the previous day.

- III. The Contractor will develop a web services interface on or before _____.
- IV. The Contractor shall ensure that all data transfer/integration, development, and maintenance shall comply with the security standards/encryption as defined under the Contractor's Security Plan that was submitted as a pre-contract deliverable.
- V. The Contractor shall adhere to the estimates provided in the Contractor's response to the Exchange's RFP for both batch integration and web service options.
- VI. The Exchange will confirm the requirements and provide the HIX extract in the agreed upon format.
- VII. The Contractor shall consume and integrate the provided HIX extract with CRM and IVR and have this available in accordance with the dates in III. above.
- VIII. The Contractor shall provide ongoing support and maintenance to ensure the data integration between the Exchange and the Contractor proceeds successfully.
- IX. The HIX interface shall include, but not be limited to the required data associated with:
 - a. Customer demographics
 - b. Applications/Enrollments
 - c. Verifications
- X. The Exchange makes the following assumptions regarding the transacted data:
 - A. The Exchange will provide a single file which will be used to update both CRM and IVR.
 - B. The Initial load will consist of approximately 1,000,000 records. The Exchange shall have periodic full data refreshes to ensure data integrity/consistency across HIX and CRM/IVR.
 - C. Daily incremental loads will consist of approximately 5,000 records transacted during normal volume business days. During high volume business days such as Open Enrollment deadlines and Medicaid monthly renewals, it is expected volume will be significantly higher.
 - D. The Exchange is responsible for the quality of the source data provided. The Contractor is responsible for identifying and correcting data quality errors that occur during the Contractor developed interface systems and procedures.

Core Functionality/Operations
<ol style="list-style-type: none">I. The Contractor must ensure that there are technologies and processes in place that are sensitive to, and capable of, addressing the special needs of callers including TTY or relay services to support individuals with hearing impairments.II. The Contractor shall provide the necessary technology to support call monitoring and recording, warm transfers, etc. as set forth in the RFP. The Contractor must provide the following components as proposed and agreed upon during the Transition Period:<ol style="list-style-type: none">A. A fully integrated CRM on or before _____.B. _____ Quality Management system, including voice and screen recording as proposed and agreed upon on or before the Go-Live date.C. _____ telephony platform including IVR, ACD, CTI as proposed and agreed upon on or before the Go-Live date.III. The Contractor shall establish and operate at a minimum, a single 1-800 line for consumer assistance, in addition to supporting any other additional 800#'s as required for the Exchange to conduct its business,IV. The Contractor's system and procedure shall provide call monitoring capability to the Exchange of all calls answered by Call Center personnel and all voice call recordings and screen capture recordings shall be made available to designated Exchange staff as needed and retained for a period of ten (10) year pursuant to federal regulation. Contractor is responsible for the collection and storage of all call recordings. Contractor's failure to retain all call recordings shall result in the imposition of penalties as set forth in the Exhibit 2-Financial Schedule of the Agreement.V. The Contractor's system and procedures shall record all call inquiry information.VI. The Contractor's system and procedures shall be capable of assisting consumers through the integrated Interactive Voice Response (IVR) technology provided on the _____ platform. IVR shall be capable of being customized for Exchange functionality, include the ability to confirm status, transfer caller identification data to Call Center personnel, assist in eligibility determinations, confirm enrollment, assist with automated call transfers, etc.VII. The Contractor will provide an Interactive Voice Response System that shall enable consumer to select an appropriate queue, self-serve, reach a CSR with no more than five (5) automated levels of choice, leave a message for callback, and complete a customer satisfaction survey.VIII. The Contractor's system and procedures shall have the ability to manage outbound IVR campaigns required by the Exchange from time to time.IX. The Contractor's system and procedures shall have the ability to add rules to outbound

campaigns to actively direct consumers to inbound IVR self-service functions or to designated Call Center personnel during the conduct of outbound automated call.

- X. The Contractor's system and procedures shall provide virtual hold and callback features when thresholds are met for wait time to allow consumers to hang up and receive an automated call when Call Center personnel is available.
- XI. The Contractor's system and procedures shall provide consumers who make contact by phone with an estimated wait time to speak with Call Center personnel. Such wait times must reflect actual Call Center response times to within 5 minutes or less throughout the day. Exchange must be able to inspect and monitor actual wait times during 15 min intervals on a daily basis and in real time.
- XII. The Contractor's system and procedures shall have the functionality to allow Exchange personnel to monitor Call Center activity on a real time basis through access to the Contractor's Manager/Supervisor Dashboards at a minimum of three (3) designated Exchange access points.
- XIII. The Contractor's system and procedures shall have the functionality to issue customer service reports, and other reports required by the Exchange for basic reporting needs.
- XIV. The Contractor's system and procedures shall have the functionality to export to the Exchange all ACD, IVR and CRM statistical data and contact information.
- XV. The Contractor's system and procedures shall have the functionality to call people based on an IVR periodic call list.
- XVI. The Contractor's system and procedures shall provide language translation services whether through Call Center personnel or through a language line service; TTY shall also be provided.
- XVII. The Contractor's system and procedures shall have all prompts/recordings available for English and Spanish call flows.
- XVIII. The Contractor's system and procedures shall assign a single service ticket to each individual call received by the Call Center to handle each call request and/or event.
- XIX. The Contractor's system and procedures shall have the capacity to assign priority levels by skillset and provide skill based routing that allows consumers to reach the appropriate skill level for the Exchange's unique call and program types.
- XX. The Contractor's system and procedures shall allow for Call Center and support staff to view information about Exchange consumer service status (eligibility, enrollment, as well as plan information) in real time.

- XXI. The Contractor’s system and procedures shall allow CSRs to warm transfer calls to designated broker agencies or any other designated brokers as may be directed by the Exchange. The system shall allow calls to be routed from the IVR to designated help desks in the Exchange’s CRT.
- XXII. The Contractor’s system and procedures shall support enrollment and eligibility inquiries for all health insurance options, including CHIP, Medicaid, QHP, etc., to support consumers who cross programs.
- XXIII. The Contractor shall provide consumers with unbiased, clear information and forward calls to designated broker agencies or any other designated brokers, who will provide support to consumers with the selection of plans and enrollment information that best meets consumer needs.
- XXIV. The Contractor shall perform the following tasks related to development and implementation of Call Center scripts:
- A. Develop scripts for use by the Go-Live Date, as well as develop and maintain on-going scripts and changes based on system, policy/program, and legal mandate changes.
 - B. The Contractor’s personnel shall identify topics that need scripting as well as existing scripts that may need revisions based on consumer and CSR input. The Contractor shall discuss needed script revisions and new script topics with the Exchange prior to drafting a script in order to prioritize the need.
 - C. All new scripts and revised scripts drafts shall be approved by the Exchange prior to distribution to CSR staff and posting in the CRM.
 - D. The Contractor shall provide the Exchange with a development, approval, and implementation timeline for new and revised scripts.
- XXV. Contractor shall develop and implement a process for handling consumer requests for “Supervisor Callbacks.” Contractor shall provide the Exchange’s Call Center manager a weekly report that includes the following information:
- Number of consumers requesting to speak to a supervisor
 - For each supervisor call request:
 - Date of call and request
 - Date of return call by supervisor
 - Description of complaint
 - Result of call (escalation, resolved, pending further action)

Staffing and Workforce Management	
I.	Contractor shall develop a staffing plan prior to the Go-Live Date (the “Staffing Plan”). The Staffing Plan shall include the following: <ul style="list-style-type: none"> A. A list of all roles and key resources planned for the provision of Call Center

Services. The Contractor must list the key ongoing staff as well as any interim staff needed to for the provision of Call Center Services. Contractor's list must include the full time equivalency it has included for each identified resource in the Contractor's planning and pricing for the transition and ongoing operations separately.

- B. Provide an ongoing operations organizational chart, showing the Contractor's team and how it will interact with the Exchange and its supporting entities. Contractor must also include a narrative describing the ongoing operations organization and interactions.
- C. Contractor must clearly document the nature and extent of the management, administrative and/ or technical staffing support for the provision of Call Center Services. The documentation must also describe the necessary development support for changes to the Call Center Services that may arise during the Term of the Agreement, including but not limited to:
 - 1. Reporting and Analytics
 - 2. Telephonics and Systems (ACD, IVR, CRM, etc.)
 - 3. Quality Assurance/Audits

II. The Contractor shall provide to the Exchange a weekly communication of issues affecting workforce management that are expected to negatively impact the ability of the Contractor to meet agreed upon KPIs and other performance levels as set forth in the Performance Management Plan. A full summary of workforce management problems and their negative impact on performance shall always be communicated to the Exchange prior to the Exchange receiving the monthly performance report.

III. The Contractor shall provide the Exchange with a current organizational and update it as may be necessary.

- A. The current organization chart shall include identification (roles, responsibilities, skills, and qualifications) and locations of all Contractor management and personnel that will be assigned to the Exchange. The Exchange reserves the right to accept or decline changes in the Staffing Plan.

IV. The Contractor shall comply with the appropriate staffing, technical and telephonic systems support personnel for the Call Center as needed to meet or exceed the agreed upon service levels and KPIs.

V. The Contractor shall utilize the most efficient operations and work assignments to maximize the use of CSRs during low inbound call volume periods.

VI. The Call Center shall be staffed with CSRs with appropriate skills to meet or exceed service levels and KPIs and provide customers with immediate and accurate

information.

- VII. The Contractor shall adjust staffing days and hours of outside of the core range as required to meet shifting volume demands or special events.
- VIII. The Contractor shall have the required physical and technical capacity as well as staffing to provide support based on the work hours defined by the Exchange.
- IX. The Contractor's system and procedures shall have required level of access and support 24 hours a day / 7 days a week, to ensure consumer access during hours that are not staffed by CSRs . This after-hours access capability must be satisfied at a minimum through the IVR and other capabilities as agreed upon with the Exchange from time to time.
- X. The Contractor shall have the capacity to provide emergency help desk and technical support on holiday, weekends, and after hours as necessary.
- XI. The Contractor shall provide a core base of Call Center personnel that are exclusively dedicated to servicing the Exchange's consumers year round.
- XII. The turnover rate of staff shall not exceed the targets as established in the Performance Management Plan.
- XIII. The Contractor shall provide trained, knowledgeable staff set forth in the Training Plan and shall continuously monitor, manage, and control the performance of all personnel providing Call Center Services
- XIV. The Contractor shall make its best efforts to retain its personnel possessing valuable Exchange Call Center experience and be ready to discuss how it will minimize turnover.
- XV. The Contractor shall make efficient use and scheduling of its personnel providing Call Center Services. The Contractor will align its personnel providing Call Center Services with request and event arrival patterns that will meet the requirements set forth in the Performance Management Plan, as such requirements may be adjusted annually and seasonally.
- XVI. The Contractor shall be responsible for understanding and continuously reviewing and understanding the drivers of the historical arrival patterns of requests, and forecasting future arrival patterns for each type of request arrival mode at a frequency that is appropriate, in order to meet agreed upon performance levels set forth in the PMP.

XVII. Contractor shall designate a “dedicated” team of no less than eight (8) CSRs to manage escalated consumer cases. “Dedicated” is defined as only working on escalated consumer cases and does not include handling consumer calls made to the Call Center in the normal course of business or consumer requests received through the chat function.

Training and Development

- I. The Contractor shall develop a Training Plan for approval and acceptance by the Exchange prior to the execution of the Agreement.
- II. The Contractor shall deploy an 8-week training program (6 weeks classroom; 2 weeks nesting) to meet the Go-Live Date and for new hires, generally. The training program length, however, may vary based on curriculum design or CSR role. Such training will be maintained on an ongoing basis as necessary to provide the staffing levels required to meet the targets outlined in the Performance Management Plan.
- III. During the “launch” phase of a new CSR class (the month after they arrive on the Call Center floor), Contractor will make available additional coaching resources to “walk the floor” and provide immediate answers to CSR questions.
- IV. The Contractor shall provide all the necessary training and development to all Call Center personnel to maintain the skills and knowledge required for their positions.
- V. Training is to be provided in the most effective manner and shall include distance learning, online web cast, hands-on labs, interactive scenarios and classroom based education to ensure Call Center personnel are aware and capable of resolving the Exchange’s consumer issues, and/or that Tier 1 or Tier 2 Exchange Consumer Support are aware of any changes impacting their ability to service the Exchange’s consumers.
- VI. The Contractor shall define and adhere to a formal re-training plan for Call Center personnel if the Exchange’s skill and knowledge requirements change. Monthly reports on retraining shall be provided to the Exchange.
- VII. The Contractor shall employ trained personnel that:
 - A. Understand, or are capable of understanding, the Exchange’s technology and sourcing arrangements.

- B. Monitor requests and events that are designed to meet the Exchange, Contractor and end-consumer requirements.
- C. Have adequate training on new Exchange products and services as they become part of the Contractor's responsibilities from time to time.
- D. Are continuously trained and monitored in order to evaluate/correct quality and service-related issues. This includes pre-Open Enrollment refresher training.
- E. The Contractor shall ensure that Call Center personnel are properly trained on all major changes in the solutions and programs that they provide support on before the changes are effective and released to production operations. Contractor shall report back the completion of such training to the Exchange as required.
- F. The Contractor shall have Call Center personnel that are trained and knowledgeable and able to answer questions about Exchange eligibility, benefits, services, household income verification information, and enrollment.
- G. The Contractor shall, with Exchange approval, ensure that Call Center personnel are trained to recognize and understand comments by consumers that imply potential State and ACA rule violations and to follow the required Exchange case handling procedures as explicitly documented in the Knowledge Database.
- H. The Contractor shall, no later than March 1st of each year, and upon request by the Exchange, recommend updates to the Training Plan.
- I. The Contractor will train Call Center personnel on protocol for protecting PII and other sensitive information in accordance with applicable law and Exchange requirements.
- J. The Contractor shall continuously partner with the Exchange in the development of required training materials for Tier 1 and Tier 2 Exchange Consumer Support. All Call Center training materials will be reviewed and approved by the Exchange's lead trainer prior to staff implementation in the Contractor's operations.

VII. The Contractor shall create and maintain a verification process for all Call Center personnel of their skillset and training that includes:

1. Objective performance thresholds that are linked to the minimum requirements;
2. Documentation of CSR performance and coaching (e.g. tests, scores, dates) that can be audited independently by the Exchange or its representatives;
3. Action plans for Call Center personnel that fail to demonstrate the required skills and knowledge requirements;
4. Annual re-verification and reporting to the Exchange of skills and knowledge certification no later than 30 days prior to each annual Open Enrollment date;
5. Recertification of skills and knowledge following CSR break in service on the Exchange account as well as: changes in program, procedures, systems, etc. Contractor must provide weekly reporting to the Exchange on the status of all such re-certifications.

VIII. The Exchange will require Contractor's Team Leads to attend a one-day Exchange sponsored training program focused on root causes of customer incidents and incident escalation pathways. The Exchange will offer the training 1-2 times per calendar year and such training

will take place outside of the annual Open Enrollment Period.

VIV. The Exchange's Customer Resolution Team (CRT) will hold Supervisor Meetings as an agreed upon interval, as necessary. Participants for the Supervisor Meeting will include the following:

- Contractor's Supervisors
- Exchange's CRT Supervisors
- Contractor's Training Department
- Representative from the Connecticut Department of Social Services

The primary focus of the Supervisor Meetings will include:

- Identified customer incidents
- Observed trends in customer call types

The Exchange, Contractor, and DSS representatives will prepare in advance of each Supervisor Meetings to enable meaningful discussion of these topics. Detailed meeting minutes will be shared, and action items assigned, as necessary.

VVI. Contractor shall:

- Ensure three (3) trainers (in addition to the Training Manager) are in place at the beginning of the new hire training season.
- Ensure all new hire training quizzes are to be shared with AHCT at least a month prior to the start of any new hire class for review and feedback.
- Provide new hire quiz results weekly to the Exchange Training team and Call Center Manager.
- Provide remedial training to those CCRs with low assessment scores lower than 80%.
- Hold bi-weekly huddles, including all Call Center employees, *during Open Enrollment*, to review recent flash alerts. CSRs should be encouraged to bring current issues or trends to the attention of their supervisor.
- Provide additional training to CSRs who struggle with CRM incident documenting skills with a supervisor via standard job aides.

If a trainee of the Contractor is unable to pass the Exchange certification assessment with a passing score after two assessment attempts, the Contractor cannot retain the trainee as an employee without the express permission of the Exchange.

The ***minimum training requirements*** for training include 4 weeks of classroom training, at least 1 week of intense role playing for all new hire CCRs when remote or 2 weeks nesting when in office setting. Such training requirements shall be revisited 30 days prior to the start of a new class. Contractor and Exchange will meet only once prior to Open Enrollment new hire classes since there are multiple classes.

	Quality Assurance
I.	The Contractor shall develop a Complaint Management Plan within thirty (30) days after contract signing. The Contractor will maintain the approved complaint process approved in the plan. The Contractor’s plan shall include the systems and procedures that must be capable of providing the Exchange direct data access for all complaint history at an individual level.
II.	The Contractor shall take action on end-consumer dissatisfaction that is controllable by the Contractor. Contractor will provide a list of unresolved matters that it believes are beyond its ability to resolve on a quarterly basis.
III.	The Contractor’s systems and procedures shall include controls for tracking service requests and inquiries for accuracy of information. The Contractor shall utilize the _____ Quality Interactive Management system to provide a quality management system, including voice and screen recording and screen and desktop analytics upon its successful implementation in 2025.
IV.	The Contractors systems and procedures shall provide the capability to automate customer satisfaction (“CSAT”)surveys with the capacity to configure groups of questions at intervals as required by the Exchange from time to time. The Contractor shall conduct customer satisfaction surveys of consumers immediately after they have contacted the Call Center, and report the results of the survey to the Exchange each month (“Customer Survey Reports”).
V.	[Intentionally Omitted.]
VI.	<p>The Contractor shall quantify and report on the overall consumer experience on a monthly basis through CSAT surveys queried for all tickets. The reports shall, at a minimum, include the following:</p> <ul style="list-style-type: none"> A. A measuring of CSAT samples that indicates they are representative of the services performed; B. A measuring of CSAT samples that indicate that all types of end-consumer requests received by the Contractor are a representation of the surveys performed; and C. Suggestions for improvements across the Exchange and the within the Contractor provided services - based on the trends and issues identified that the Contractor will include as part of the monthly CSAT report to the Exchange. D. Total number of calls for the month. E. Total number of surveys taken by consumers for the month.

<p>VII.</p> <p style="padding-left: 40px;">A.</p> <p style="padding-left: 40px;">B.</p> <p>VIII.</p> <p>IX.</p> <p>X.</p> <p style="padding-left: 40px;">A.</p> <p style="padding-left: 40px;">B.</p> <p>XI.</p> <p>XII.</p> <p>XIII.</p>	<p>The Contractor's systems and procedures shall collate information from consumers regarding suggested improvements to the Contractor's service as part of or separate from the CSAT survey processes.</p> <p>The Contractor shall develop an Action Plan on a monthly basis to address these suggested improvements.</p> <p>The Contractor shall review the Action Plan with the Exchange for the Exchange approval within five (5) business days at the close of each month.</p> <p>The Contractor shall report monthly to the Exchange's Call Center Manager and/or its designated representative the status of all progress and improvements made.</p> <p>The Contractor's systems and procedures shall provide access to status updates on open tickets to consumers via email, a web link or other consumer self-serve interface.</p> <p>The Contractor shall proactively solicit, evaluate, and take appropriate action on feedback obtained from Call Center personnel at least monthly. Such feedback shall be summarized and reported to the Exchange monthly for prioritization of actions to be taken.</p> <p>This approach shall include topics on process improvement, telephonic improvements and system (e.g., CRM; HIX; etc.) recommendations.</p> <p>The Contractor shall evaluate and analyze the feedback and provide action plans for addressing the feedback received that has the highest potential impact on the Exchange within five (5) business days at the close of each month.</p> <p>The Contractor shall, prior to the Go-Live Date and ten (10) days prior to each Open Enrollment, supply the Exchange with an updated Quality Assurance Plan associated with proper execution including but not limited to clear articulation of Quality Assurance performance tools, processes and knowledge.</p> <p>The Contractor's Quality Assurance Plan shall promote performance of the proposed services at a high level of quality, focusing on measuring and continuously improving call resolution, CSR knowledge, and the Exchange's overall consumer experience.</p> <p>The Contractor shall perform internal audits that provide the Exchange with the assurance that the Contractor is complying with its proposed Quality Assurance procedures and standards. This includes both self-audits on the metrics gathered to support Quality Assurance activities and on Contractor's efforts to improve overall quality. Such audits will demonstrate Contractor compliance with the agreed upon Quality Assurance requirements of the Exchange. Such audits may be carried out by an independent organization that is recognized by the Exchange as an expert in Call</p>
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Center/Consumer Experience Quality Assurance methods. Such Quality Assurance audits may not be conducted by the Contractor’s team or executives directly responsible for the management of the Exchange Services; However, in such a case, they must be conducted by an internally independent group that is also recognized as having the expertise to conduct such Quality Assurance audits and present their findings to the Exchange independently from the Call Center’s management team.

XIV. The Contractor shall participate in ongoing continuous-improvement and monitoring programs that the Exchange will oversee jointly with the Contractors Quality experts, including collaborating with an independent Quality Assurance vendor as needed.

XV. Contractor shall provide the Exchange’s Call Center Manger, Call Process Quality Reports (Quality Reports) monthly and at other mutually agreed intervals. The Quality Reports will summarize the Quality Assurance (QA) review of each CSR, which entails a QA review of at least three (3) calls per CSR per month. The Quality Report should contain the following details:

- Date of the call
- Incident number associated with the call
- Contractor’s QA score of the call
- Category of incident (see list of Trend Categories)
- Contractor’s record of recorded call and calls received

TREND CATEGORIES (Contractor and Exchange may agree to augment this list as necessary)	
<ul style="list-style-type: none"> • Yearly Income/Proof of Eligibility for Financial Assistance • Immigration/Citizenship • Modified Adjusted Gross Income • Multiple Initial Applications • Special Enrollment Periods • Renewals • Initial Applications • Reinstatements • Escalation Updates • Adding/Removing a Person • Password Resets 	<ul style="list-style-type: none"> • Updating Demographics • General Questions • Medical Cards • VCLs • 1095s • Dental • Callback w/ Missing Info • Disenrollment • Code 40 • Denial Letters • Reporting Income Change • Other

- I. The Contractor shall utilize the _____ CRM to support the operations described in this Agreement.
- II. The CRM shall record several pieces of information about contacts with individual customers, including, but not limited to:
 - A. Tracking a customer's contact history,
 - B. Appeals, fair hearings and correspondence (sent and received)
 - C. Permissions to share information,
 - D. Complaints (Including Contractor required contact follow-ups on customers who identify as dissatisfied or highly dissatisfied in a CSAT survey response) , and
 - E. Call Details including at a minimum call length, description, disposition, and escalation.
- III. The Exchange requires that the Contractor's Agreements, subscriptions, licensing and the like for the CRM must be executed as transferable to the Exchange at any time during the Term of the Agreement or upon expiration of the CRM.
- IV. The Contractor shall work with the Exchange to finalize an implementation plan for Value-adds as well as CRM Integration as part of the IPP no later than thirty (30) days after the execution of the Agreement.
 - A. The CRM shall include the following Value-add components :
 1. Escalation by Business Rule
 2. Analytics - Role based reports & dashboard
 3. Integrated Knowledge - Single Knowledgebase access and self- service and assisted service
 4. Document Management Services
 5. Advanced Workflow and Scripting
 6. Chat Channel
 7. Page design and integration with client web assets
 8. SSO integration with client web identity mgmt. service
 9. Ask A Questions
 10. Answer View and My Account setup
- V. The Contractor's CRM and related systems and procedures shall track all customer service encounters and associated in a CRM.
- VI. The Contractor's CRM and related systems and procedures shall analyze request trends, recommend and implement actions, with the Exchange's approval, to reduce or eliminate requests, including:
 - A. Increasing the availability of self-help capability, such as providing on-line FAQs and help documentation for common problems across Call Centers.
 - B. Keeping consumers regularly updated with alerts advising of any new or changed information.

C. Enhancing development on web based customer self service delivery points.

- VII. The Contractor shall develop and document all processes regarding interfaces, interaction, and responsibilities between Tier 1 Exchange Consumer Support personnel, Tier 2 Exchange Consumer Support personnel, Tier 3 Exchange's CRT through the Contractor's service platforms, and any other internal or external persons or entities that may either submit a request or receive a request.
- VIII. The Contractor shall provide and maintain instructions for consumer access to the services in the agreed upon self-service access customer points.
- IX. The Contractor shall make the instructions available to consumers via various media or other channels. Such media channels must be approved by the Exchange and may include regular internal newsletter distribution, access via the Intranet, or inclusion in the Exchange staff training, banners on the Exchange's Web Customer portals and the like.
- X. The Contractor's systems and procedures shall, at the Contractor's expense, provide the Exchange with appropriate subscriptions and/or interfaces to use the CRM and database (or any replacement thereof).
 - A. The Exchange requires a minimum of fifty (50) Exchange users be able to access the CRM at the Go-Live Date. The Contractor shall work with the Exchange to provide and maintain an appropriate number of licenses throughout the Term of the Agreement.
- XI. The Contractor shall grant the Exchange direct access to the CRM, including data, from all applicable locations where the services are performed, and allow the Exchange to independently monitor and view the knowledge database on an ongoing basis (Exchange staff will have unrestricted access to the CRM and data sets).
- XII. The Contractor shall limit access to the CRM to the agreed upon authority levels for the type of users (Consumers, Exchange, other Exchange retained vendors) who require access to the Contractor's CRM systems and procedures.
- XIII. The Contractor shall ensure the CRM will:
 - 1. Securely segregate the Exchange data so that it can be accessed only by those authorized to comply with government security requirements and in accordance with State of Connecticut policy.
 - 2. Track information for each request submitted to (or originating from) the Exchange's internal customer service units (i.e., Customer Service Department; 1095 Teams) and the Contractors Call Center, including, at a

minimum, the date and time the request was raised, a request tracking number, a description of the request, length of the call, relevant information about the call record, identification of individual, reporting the request, and a record of the action taken.

3. Identify call /service designated by the Exchange for expedited service, escalation, or transfer.

4. Provide functionality within the CRM to manage information for each service request submitted to, and originating from, the Contractor.

XIV. The Contractor's CRM systems and procedures shall be able to follow the caller's service request resolution and tracking including detection and reporting; classification and initial support; investigation and diagnosis; resolution and recovery; request closure; post-request process, request ownership; monitoring; tracking and communication.

XV. The Contractor's CRM shall log, track, manage and document resolution of all requests related to the services provided to Exchange customer.

XVI. The Contractor shall utilize and update the records created and maintained in the CRM with all relevant information relating to a request.

XVII. The Contractor's CRM systems and procedures shall be able to make an initial determination of the potential resolution to service requests upon presentation to the Contractor's CSRs.

XVIII. The Contractor's CRM systems and procedures shall categorize calls based on the customer's initial question in order to route the call to the correct resolving group (Call Center queue, DSS, or Exchange internal customer service units) to prevent multiple misroutes or reroutes of a ticket.

XIX. The Contractor's CRM systems and procedures shall support a call triage and routing solution that shall provide automated call routing based on known request content and Call Center personnel skill level requirements.

XX. The Contractor's CRM systems and procedures shall link multiple subsequent Contact Records pertaining to the same request to the associated initial request in order to support reliable and effective Repeat Caller analysis through the CRM. This shall be identifiable via reporting on Incidents per Contact Record.

XXI. The Contractor's CRM systems and procedures shall resolve as many requests as appropriate during the consumer's initial contact with the Call Center, without

transferring the call initiating any escalation (First Contact Resolution information).

- XXII. The Contractor's CRM systems and procedures shall resolve requests requiring Tier 1 and Tier 2 Exchange Consumer Support and close the request, including service requests only after receiving confirmation from the affected consumer that the request has been resolved to their satisfaction. Unresolved requests must be clearly indicated, tracked and aged.
- XXIII. The Contractor's CRM systems and procedures shall have functionality to handle the referencing of email and written correspondence (including complaints) in addition to data associated with the inbound call record (CTI) that are associated with each individual request recorded in the CRM.
- XXIV. The Contractor's CRM systems and procedures shall promptly document and process all requests, in accordance with agreed upon service levels in the Performance Management Plan, identified by the Exchange Call Center received by the Contractor.
- XXV. The Contractor's CRM systems and procedures shall follow the Exchange classification of request priority, which will be based on applicable taxonomy agreed to as part of the CRM design.
- XXVI. The Contractor's CRM systems and procedures shall adhere to Exchange Performance metrics as agreed to in the Performance Management Plan to ensure quick resolution, appropriate decision-making, communications, and monthly debriefs to facilitate problem avoidance or process inefficiencies in the future.
- XXVII. The Contractor's CRM systems and procedures shall enable Contractors personnel to respond promptly to requests with accurate and appropriate information so as to meet or exceed the service levels in the Performance Management Plan.
- XXVIII. The Contractor's CRM systems and procedures shall be capable of tracking accuracy of information captured in accordance with Exchange established protocols and other process requirements. Such accuracy data will be reported in accordance with monthly Performance metrics in the Performance Management Plan.
- XXIX. The Contractor's CRM systems and procedures shall dispatch/forward service requests within the agreed upon time limits in accordance with the agreed upon escalation and queuing design in the Escalation Plan in order to ensure handing at the appropriate level or accountable organization without compromising Service Levels or security requirements.
- XXX. The Contractor's CRM systems and procedures shall close a request, including service

requests, after receiving confirmation from the affected customer that the request has been resolved to its satisfaction.

XXXI. The Contractor shall retain overall responsibility and ownership of all requests and their resolution until the request is closed, subject to the Exchange approval.

XXXII. The Contractor shall manage, track, and report the progress of resolution efforts and the status of all requests, including:

- A. Tracking extended resolution times beyond agreed upon aging standards for each request with the appropriate party and update the status accordingly.
- B. Coordinating request tracking efforts, and provide and maintain regular communications between all affected parties and consumer(s) until request reaches final resolution as confirmed by the customer.
- C. Keep the Exchange informed monthly of the aging and severity in open service request status throughout the request life cycle in accordance with agreed Performance levels.
- D. Keep the Exchange informed monthly of anticipated resolution times for active (unresolved) requests.
- E. Identify potential Contractor staff training requirements that would improve first call resolution and provide recommended training actions to the Exchange monthly.

XXXIII. The Contractor's CRM systems and procedures shall provide the ability to provide transfer support, information and initial analysis, and assistance to the Exchange's Tier 1 Customer Support for requests related to certain DSS referrals and other transfers according to the Policies and Procedures established and maintained by the Exchange and DSS.

XXXIV. The Contractor's customer service representatives must have the capability of transferring eligible QHP consumers to designated broker agencies as directed by the Exchange

XXXV. The Contractor's CRM systems and procedures shall document and dispatch all requests with accurate and appropriate information so as to meet or exceed the agreed upon performance levels.

XXXVI. On a monthly basis, the Contractor shall provide reporting on volume of requests opened and closed per week, as well as information necessary to determine compliance with Performance Levels, particularly for Open Requests (Aging & Time to Resolution), Repeat Callers and First Call Resolution rates.

Knowledge Management
<ul style="list-style-type: none">I. The Contractor shall develop and maintain a central knowledge database used to capture, store, and retrieve information and solutions for reuse by Call Center personnel, Exchange internal customer service unit, and other Exchange and/or DSS staff. This knowledge database must enable the sharing of all Call Center policies, procedures, best practices, and methods to resolve requests among Call Center personnel, the Exchange and DSS.II. The Contractor will, in collaboration with the Exchange, maintain the contents of the Knowledge Base as the primary procedural resource such that the contents are accurate, complete, up to date, and effective in answering CSR questions as to procedure, process, policy, products, services and contacts. Should manuals, job aids or other resources be created by either the Contractor or the Exchange, the Contractor will maintain the contents in the same manner as the Knowledge Base, specifically that the Contractor ensures they are accurate, complete, up to date and effective.III. The Contractor shall provide primary support to the Exchange in development and maintenance of the online knowledge database and its component parts in order that it is available and current to assist with inquiries, procedures, referrals, training and problem solving.IV. The Contractor shall incorporate the active use of a knowledge database to assist with the resolution and the processing of service requests, including:<ul style="list-style-type: none">A. If approved by the Exchange, make the knowledge base available online to consumers for consumer self-help or FAQs.B. Track the use of the knowledge base and report usage statistics to the Exchange on a monthly basis, or as requested by the Exchange (i.e., the number of requests resolved using the knowledge base) or provide the Exchange with dual access to such data for its own use and analysis.C. Manage content publications in conjunction with the Exchange knowledge owners to ensure continued accuracy applicability of knowledge elements to current or federal state rules and procedures.D. Provide the Exchange with portable copy upon request of all knowledge elements pertaining to the management of the Exchange requests, including but not limited to data, request resolutions, classifications and content.V. The Contractor's system and procedures shall provide the ability to identify types of requests that could/should have been resolved at Tier 1 but are escalated to supervisors or the Exchange's CRT.VI. The Contractor shall provide a monthly update to the Exchange with best practices in

knowledge management as they are identified, developed, and disseminated - including updates based on “lessons learned” and experience with similar technologies industry wide or active on other client projects.

- VII. The Contractor’s system and procedures shall continuously educate and support the Exchange staff on review and management of the status of open tickets in order to reduce turnaround times to customers in resolving their service requests.
- VIII. The Contractor’s system and procedures shall provide a monthly update of frequently asked questions (FAQs) regarding the services and recommendations on what procedures or system changes would improve their customer experiences.
- IX. The Contractor’s system and procedures shall identify those FAQs where recommended solutions can be designed and made available to consumers – by either the Contractor or the Exchange - to increase their ability to self-resolve requests.
- X. The Contractor shall provide FAQs on a platform that is directly accessible by Exchange and/or DSS internal personnel and systems (i.e. Web Portal, Mobile Portal, phone, etc.).
- XI. The Contractor shall recommend and publish answers to the FAQs using a media/platform that is efficient, easy to use, and easily accessible for consumers.
- XII. Creation and deletion of FAQ answers will be subject to approval by the Exchange.
- XIII. The Contractor shall track the use of the FAQs by user type (consumers, brokers, CSRs, Exchange, DSS) and report usage statistics to the Exchange on a monthly basis, or as requested by the Exchange.

Reporting and Data Access	
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| I. | Prior to the Go-Live Date, the Contractor will work with the Exchange to define the Dashboard and reporting data elements to ensure all key performance metrics and reports are available to the Exchange. |
| II. | The Contractor shall provide the Exchange a variety of commercially reasonable reports and analytical deliverables that meet the Exchange’s ongoing business needs as set forth in the RFP. |
| III. | The Contractor’s reporting solution shall allow Exchange users the ability to filter, drill down, save, and export custom reports. |

IV. The Contractor shall ensure that authorized Exchange users can access reports directly through, at minimum, the Contractor's telephonic platform, the CRM reporting system and the Contractor's reporting solution. Such components are as follows:

A. [To be determined.]

Such reporting access will not include access to sensitive customer level data (PII). Sensitive customer level data will not be made accessible through these tools to maintain effective data security controls.

V. The Contractor shall ensure that access to Exchange data and reports shall be permission driven with user credential requirements that will be jointly established and maintained with the Contractor and the Exchange.

VI. The Contractor shall provide the Exchange with real-time and historical report functionality for all transaction data in accordance with Contractor's standard refresh cycles. Specific refresh cycles are determined by the systems providing the source data. For example, IEX data per interval loads every 15 minutes. At a minimum, the data access and reporting tool will provide access to the CRM, telephony platform (including IVR, ACD, and CTI), workforce management, and quality management information.

VII. Report content included with the Contractor's solution shall include the following reports:

- A. Call Interval Report
- B. Real Time Agent Report
- C. Call Quality Report
- D. Daily Operations Report
- E. Disposition Report
- F. Content Update Report
- G. Agent Performance Report
- H. Executive Summary
- I. Operational Performance Reports

VIII. CRM standard report content shall include the following reports:

- A. Information Gaps
- B. Questions Avoided
- C. Incoming Call Activity
- D. Outbound Call Activity
- E. Time Allocation
- F. Email by Age
- G. Email Response
- H. Profile of Email
- I. Email by Age
- J. Promotion Effectiveness

K. Suggestion Effectiveness
L. Target Group Response
M. Time Billed
N. Promotion Effectiveness
O. Agent Activity
P. Agent Effectiveness
Q. Agent Login
R. Agent Performance
S. Agent Transactions
T. Incident Activity
U. Incident Creation Rate
V. Incident Effectiveness
W. Incident Performance
X. Incident Trend
Y. Incidents Created
Z. Open Incidents
AA. Profile of Incidents
BB. Max Wait in Queue
CC. Queue Activity
DD. Queue Effectiveness
EE. Queue Incidents
FF. Queue Performance
GG. Max Wait in Queue
HH. Queue Activity
II. Service Level by Agent
JJ. Service Level by Category
KK. Service Level by Disposition
LL. Service Level by Incidents
MM. Service Level by Product
NN. Service Level by Queue
OO. Service Level Interval by Performance Guarantee
PP. Answer Notifications
QQ. Answers Viewed
RR. Keyword Search
SS. Operations Dashboard
TT. Service Summary
UU. Session Tracking
VV. Site Effectiveness
WW. Answer Notifications
XX. Chat Activity
YY. Chat Summary
ZZ. Live Session Availability

- AAA. Response Time
- BBB. Chat Activity
- CCC. Chat Summary
- DDD. Incidents Outside SLA Thresholds
- EEE. Performance Guarantee Activity
- FFF. Performance Guarantee Details
- GGG. Performance Guarantee Effectiveness
- HHH. Performance Guarantee Expiration
- III. Performance Guarantee Incidents Remaining
- JJJ. Performance Guarantee Performance
- KKK. Incidents Outside Performance Guarantee Thresholds

- IX. All Exchange telephonic and other service transaction data must be collected, stored and be readily retrievable at the individual customer call level. Individual call record/call service request examples of Exchange data access and reporting requirements include:
 - A. The use of Contractor services,
 - B. Performance metrics,
 - C. Transactional metrics, and
 - D. Trends in customer satisfaction surveys, issues, and complaints.
- X. The Exchange shall not incur additional charges for customary revisions to system reporting based on the Contractor's clarification response.
- XI. In the event that the Exchange requests a complex reporting request that will incur a charge, the Contractor shall notify the Exchange in advance.
 - A. Reports are considered complex if they will take more than forty (40) hours to develop and/or if they require data integration with additional systems not currently integrated with the CRM.
- XII. The Contractor shall work with the Exchange to develop and maintain a data and reporting schedule to be implemented no later than thirty (30) days following the Go-Live Date that provides:
 - A. Regular progress notifications to the Exchange on current status of Tier 1 and Tier 2 service calls and request handling.
 - B. Regular progress notifications to the Exchange on requests escalated to Tier 3, with the frequency of such notification in accordance with escalation and transfer procedures agreed to between the Contractor and the Exchange.
 - C. Prompt notification to the Exchange of system outages on critical systems

and regular, timely progress updates that, at a minimum, clearly indicate the following:

1. Nature of the requests,
 2. Estimated times to resolution, and
 3. Potential short-term alternatives.
- D. Provide operational reports and data extracts to the Exchange.
- E. Provide a monthly report in a format agreed to with the Exchange, and submitted electronically, which at a minimum shall include:
1. Key trends and issues relating to call service request management
 2. Number of service requests during the month, grouped by service, region, and classification
 3. List of open and closed service requests, short description, reference number, and a shortcut to detailed descriptions
 4. Links to Problems and Known Errors
 5. Trend analysis of the service requests reported monthly
 6. Operational analysis identifying emerging trends in customer service difficulties in the prior month. Such trend analysis shall provide narrative insight to the Exchange on access for continual improvement.
- F. Provide the Exchange with direct access and a self-serve reporting capability to historic and real-time data, which include at a minimum:
1. The number of service requests/call volume
 2. Sources of the requests
 3. Frequency regarding the types or categories of requests
 4. The duration of open request (average and quantities by age)
 5. Number of requests resolved upon first contact and number of requests that required multiple contacts
 6. Abandonment rate
 7. Availability and Call Center personnel utilization
 8. Average speed of answer
 9. Consumer satisfaction and consumer feedback
 10. Percentage of IVR usage
 11. IVR peg counts (hits) of self-service menu selections
 12. Skillset reports
 13. Longest wait in queue, hold and handle times
 14. Transfers – average number of and to whom the call was transferred
 15. Peak hour statistics available in real time to the Exchange for all

requested measures

- 16. Other pertinent information regarding service request resolution, including Service Level measurement reporting
- 17. Handle Time Statistics
- 18. Customer Retention Reporting (Cancellation Requests, Terminations Inquiries, etc.)

G. Capability for call classification and categorization on a quarterly basis. The Contractor shall analyze call types, reasons, and categories, and make recommendations for future improvements to call classification logic based on past quarter trends/experience.

- XIII. Contractor shall develop, implement, and maintain the ability to provide both aggregate and non-aggregated data from multiple customer service data sources (ACD, IVR, CRM, and Quality Management). The Contractor shall ensure a seamless capability to link agreed upon Call Center data to the Exchange's Integrated Eligibility System at the individual caller/applicant level.
- XIV. Contractor shall provide the Exchange with a monthly and, when requested, ad hoc reports of Contractor availability and performance of application/telephonic systems, including the CRM on behalf of the Exchange
- XV. Contractor shall plan and coordinate with the Exchange to determine the most accurate and appropriate keys to join the Exchange's integrated eligibility system data with all data repositories managed by the Contractor at the customer level
- XVI. Contractor shall make available "out-of-the-box" reports that come with the CRM and the Contractor's _____ Portal reporting tool.
- XVII. Contractor shall offer training in CRM analytics and reporting to two Exchange employees. Training shall cover at a minimum developing, running, finding, publishing and scheduling reports.
- XVIII. Upon the Exchange's request, the Contractor shall provide data extraction tool and/or capability to extract certain transactional data from the telephonic and the CRM.

Change Management

- I. The Contractor shall actively participate in the Exchange Change Management process with the OPS-PMO or other designated Exchange staff. The Exchange currently uses JIRA and the Contractor shall to use this process in working with the Exchange (or suggest an alternative prior to contract signing).
- II. The Contractor shall plan, schedule, track and report all in-scope changes impacting Call Center Services using JIRA unless an alternative is jointly selected in accordance with above.
- III. The Contractor’s systems and processes shall provide data on every change impacting Call Center solution services that are attempted, including status of completion, cause of any problems, and measures taken to prevent recurrence that impacts Call Center operations; including status or dispatching of tickets to Exchange staff, State of Connecticut BEST platforms, or telephony-related issues impacting the Exchange customer community.
- IV. The Contractor shall obtain the Exchange pre-approvals for all standard changes the Contractor expects to implement in accordance with the Exchange’s procurement standards affecting the Call Center Services which pose potential risk to the Exchange customer community or Exchange’s internal Customer Support Department.
- V. The Contractor shall obtain approval from the Exchange for all Call Center location changes following the agreed upon Exchange Change Management process; if not possible, the Contractor shall document and promptly report back to the – Exchange’s Director of Operations or other designated Exchange staff.
- VI. The Contractor shall obtain approval from the Exchange for all emergency changes following the Exchange Change Management process; if not possible, the Contractor shall document and promptly report back to the Exchange’s Call Center Manager, or other designated Exchange staff.
- VII. The Contractor shall schedule planned technology or infrastructure changes to minimize business disruption, within defined outage windows that are communicated in writing to the Exchange Call Center Manager. Any planned implementations outside of the defined outage window will require Exchange approval prior to such changes, but no later than twenty-four (24) hours after such change has been acted upon by the Contractor.

	Request Escalation
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- I. The Contractor shall provide an Escalation Plan to the Exchange prior to the execution of the Agreement. The Contractor shall be responsible to escalate unresolved problems and dissatisfied customers (including those submitting complaints or self-identifying as dissatisfied in CSAT processes) according to procedures established by the Exchange.
- II. The Contractor shall manage the escalation, tracking, and reporting of unresolved problems according to procedures established by the Exchange.
- III. The Contractor shall provide prompt communication in writing to the Exchange of any requests that are unresolved or backlogged more than ten (10) days, or as requested by the Exchange.
- IV. The Contractor's systems escalation process and procedures shall be capable of identifying the creator of the request record, tracking the progress of resolution effort; ageing the request, escalating requests to the appropriate levels for resolution and closing a request.
- V. The system shall coordinate with the Exchange units to ensure request resolution for Tier 3 requests.
- VI. The Contractor shall, for requests that Contractor reasonably believes cannot be resolved, communicate to the Tier 3 support the: nature of the problem, the reason why the Contractor believes it cannot be resolved and the documentation of all efforts employed by Contractor to resolve the request to the appropriate level. Contractor then will work with the Exchange's internal customer service units to determine future procedures for handling emerging issues in same/similar request types.
- VII. The Contractor shall implement systems and procedures that, subject to the Exchange review and approval, develop and periodically update request escalation systems and procedures and implement such procedures to designated Contractor staff within 1 business / working day upon the approval of such from the Exchange.
- VIII. The Contractor shall be responsible to document and maintain appropriate, timely communications with the Exchange and affected consumers on all problems through final resolution.
- IX. The Contractor shall be responsible to correct all problems within the scope of the Contractor's responsibility. A problem will not be considered to be corrected until the Contractor receives validation from the Exchange that the issue is resolved.
- X. The Contractor shall, subject to the Exchange's review and approval, develop and periodically

update problem management procedures and distribute such procedures to designated Contractor and Exchange staff.

- XI. The Contractor shall provide real time access and reporting to allow the Exchange to effectively trend and manage recurring escalation problems.
- XII. The Contractor shall implement a robust and reportable process for escalation and problem management, which is approved by the Exchange to reduce the escalation and recurrence of problem requests.
- XIII. The Contractor shall implement tools accessible to Exchange Customer Support personnel, to proactively perform problem management, automate the problem management process and identify and resolve potential problems before they occur.
- XIV. The Contractor's systems and procedures shall facilitate information exchange between and among the Contractor and the Exchange's internal customer support units which will drive continued improvement in end-to-end problem management.
- XV. The Contractor shall provide monthly problem management reporting to the Exchange's Call Center Manager, or other designated Exchange staff, that includes:
 - A. Trend analysis on the volume and category types of escalations/problem requests.
 - B. Priority of escalations/problems by business impact (as defined by the Exchange).
 - C. Sources of requests and escalations/problems by program and call type.
 - D. Length of elapsed time for all open requests and escalations/problems; and ageing report.
 - E. Number of requests and escalations/problems resolved by the Contractor; monthly and year to date.
 - F. Number of requests and escalations/problems requiring escalation to Exchange personnel or management for final resolution; monthly and year to date.
 - G. Length of elapsed time for all escalated requests and escalations/problems; and ageing report

Crisis Management

- | |
|--|
| Crisis Management |
| <ul style="list-style-type: none">I. The Contractor shall immediately notify the Exchange orally and in writing of any major crisis event. A full write up of the event and mitigation process and milestones required by end of the day in which the event occurs.II. The Contractor shall provide escalated, higher priority support services when a crisis is declared, as requested by the Exchange and according to the Exchange specifications, if any. |

III. The Contractor shall notify the Exchange of all planned or scheduled changes including change windows, authorization of change, reporting and communication practices that impact Call Center services.

Disaster Recovery and Business Continuity

- I. Thirty (30) days prior to the Go-Live Date, the Contractor shall work with the Exchange to develop a Disaster Recovery Plan which shall be approved by the Exchange and shall include at least the following elements:
 - A. The scope of disaster recovery testing and requirements of the Exchange participation in such testing.
 - B. Exchange involvement in developing a Future State disaster recovery plan, as well as any actual recovery processes it deems to be the responsibility of the Exchange.
 - C. Details of how the Contractor plans to provide continuous operations of the services (including the underlying systems for which the Contractor is responsible).
 - D. Incorporation of the Exchange corporate standards/expectations of disaster recovery into the initial and on-going disaster recovery plans.
 - E. Details of how it plans to ensure and provide continuous operations of the services for operating components that are provided to the Contractor by third parties and are part of the Contractor's proposed solution.
 - F. Identification of common standards it uses to develop their baseline DR policies and procedures
- II. The Contractor shall, prior to the Go-Live Date, identify and appoint a single point of contact for Disaster Recovery Plan, related communications and execution of disaster recovery activities. Contractor shall provide the name of the Executive to whom the disaster recovery contact reports at contract and annually on June 15. Contractor shall certify that the Exchange has direct access to the appointed individual.
- III. The Contractor shall continuously maintain and update the Disaster Recovery Plan throughout the Term of the Agreement in order to operate and maintain Call Center Consumer Support for the Exchange.
- IV. The Contractor shall be responsible for updating the Disaster Recovery Plans in the event of changes to the audit requirements.
- V. The Contractor shall acknowledge that the Exchange retains the right to approve the Contractor's Disaster Recovery Plan, related communications, and other activities for which the Contractor is

responsible.

- VI. The Contractor shall maintain and update a list of Key Contractor Personnel contacts and notification procedures for the Exchange, which will include Contractor and third party Contractor personnel in their Disaster Recovery Plan.
- VII. The Contractor shall be required to maintain offsite copies of all information, data, configurations, processes, procedures and other materials required for full recovery of the Services so as to meet or exceed the Service Levels. Offsite storage plan and inventory must be submitted prior to Go-Live and updated annually by June 15 to the Exchange's Director of Operations and Director of Legal & Governmental Affairs.
- VIII. The Contractor shall test all disaster recovery processes at least annually against stated disaster recovery Service Levels and provide a copy of test results comparing actual test recovery times to stated disaster recovery Service Levels to the Exchange for review no later than June 15 each year.
- IX. The Contractor shall actively participate in a disaster recovery post-test review meetings with the Exchange and incorporate changes into the Disaster Recovery Plan as indicated by the results of the post-test review process and approved by the Exchange.
- X. The Contractor shall prepare and ensure that multiple alternative methods of communication are available if normal communication channels to Exchange customers, personnel, and general public are disrupted in the event of a disaster declaration.
- XI. The Contractor shall, in the event of a disaster, execute each applicable disaster recovery plan step as specified, including restoration of equipment, software and data, and all other functions for in-scope elements.
- XII. The Contractor shall provide all additional resources necessary for the provision of services for unaffected areas and/or realign technical resources to maintain normal business operations.
- XIII. The Contractor shall identify and immediately report, both verbally and in writing, any request generated by the Exchange or other third parties that increases the risk of a disaster to the Exchange based on requirements in the Disaster Recovery Plan.
- XIV. The Contractor shall, if a disaster is declared, not discuss or disclose any information about the disaster to any third party.
- XV. The Contractor shall plan and execute tests and provide improvement recommendations as determined by the approved Disaster Recovery Plan.
- XVI. The Contractor shall clearly articulate and include the risks and liabilities to be assumed by the Contractor as part of the agreed upon Disaster Recovery Plan and accountabilities under the plan.

Risks and Constraints
<p>I. The Contractor will deliver to the Exchange a written assessment of all known risks and constraints prior to the Go-Live Date to the Exchange’s Director of Operations. If the risk assessment is not current within ten (10) business days of Go-Live, Contractor will update any prior written assessments submitted.</p> <p>II. The written assessment shall clearly articulate separately:</p> <ul style="list-style-type: none">A. Type of risk/constraintB. Nature of risk/constraintC. Impact of risk/constraint on promised contract service capabilityD. Mitigation on strategyE. Decision required by the Exchange with respect to identified risk/constraint prior to Go-Live.

Security Access to Exchange Systems
<p>With respect to terminations and leave of absences of Contractor’s Call Center Customer Service Representatives and other staff:</p> <p>I. Contractor shall provide a weekly status report on Mondays and Fridays to an Exchange distribution list, with such report to contain employee’s name, date of termination, or date of leave of absence and date of estimated return.</p> <p>II. The Exchange will determine the status of Contractor employees as “terminated” (revocation of access) or “inactive” (suspended access until the person returns to work). The Exchange will return the report to Contractor with the noted security access of Contractor’s employees on Mondays.</p> <p>III. Updates to the report will be made throughout the week and provided to the Exchange, as necessary.</p>

Exhibit 9

Subcontractor Certification

Subcontractor Certification

_____ (“Subcontractor”) has entered into an agreement (“Services Agreement”) with _____ (“Contractor”) to act as a subcontractor to Contractor to perform certain services (“Services”) required to be performed by Contractor under that certain Call Center Management Agreement between Contractor and the Connecticut Health Exchange d/b/a Access Health CT (the “Exchange”).

In consideration of the promises between the parties and other valuable consideration in the Service Agreement and this Subcontractor Certification, the sufficiency of which is hereby acknowledged, Subcontractor agrees to comply with all applicable terms of the Call Center Management Agreement during performance of the Services.

Subcontractor:

By: _____
Its:

Date: _____

Exhibit 10

Contractor Personnel Acknowledgment

Contractor Personnel Acknowledgement

The individual named below (“Contractor Personnel”) is an employee or contractor of _____ (“Contractor”) who shall be performing certain services pursuant to that certain Call Center Management Agreement between Contractor and the Connecticut Health Exchange d/b/a Access Health CT (the “Exchange”). The services will involve the receipt, creation, use, disclosure and/or maintenance of Data and/or Confidential Information, as such terms are defined in the Call Center Management Agreement (collectively referred to herein as “Confidential Information”).

In consideration of the promises between the parties and other valuable consideration in the arrangement between the Contractor and Contractor Personnel and this Contractor Personnel Acknowledgement, the sufficiency of which is hereby acknowledged, Contractor Personnel understands, acknowledges and agrees to the following:

1. Contractor Personnel agrees to keep all Confidential Information strictly confidential and not to use or disclose Confidential Information except as provided for in the Call Center Management Agreement.
2. Contractor Personnel shall comply with all applicable laws regarding protected health information (“PHI”) and personally-identifiable information (“PII”), including without limitation, the privacy and security standards and obligations adopted in accordance with 45 C.F.R. § 155.260(b)(3).
3. Contractor Personnel understands that federal and state laws impose significant civil and criminal penalties for the disclosure of PHI and PII. Civil penalties for inappropriate release of PHI can range from \$100 to \$50,000 per violation, up to a maximum of \$1.5 million in a year. Individuals who knowingly obtain, disclose or sell PHI for personal gain or malicious harm are subject to criminal penalties including fines and up to ten years in prison. Civil penalties for inappropriate disclosure of PII can be up to \$25,000 per use or disclosure. Certain uses of PII constitute identity theft and trafficking, which are felonies under Connecticut’s penal code.
4. If Contractor Personnel is required to disclose Confidential Information by law or order of a court, administrative agency, or other governmental body, then it shall notify Contractor immediately to enable Contractor to fulfill its notification obligations to the Exchange as provided for in the Call Center Management Agreement.

I have read the above information and understand and acknowledge that I must follow these obligations as an individual providing services pursuant to the Call Center Management Agreement.

Contractor Personnel (Print)

Contractor Personnel Signature

Date

Exhibit 11

Assignment of Work Product

Subcontractor Assignment

_____ (“Subcontractor”) has entered into a Services Agreement (“Services Agreement”) with _____ (“Contractor”) to act as a subcontractor to Contractor to perform certain services (“Services”) required to be performed by Contractor under that certain Call Center Management Agreement between Contractor and the Connecticut Health Exchange d/b/a “Access Health CT” (the “Exchange”). The Services will result in work product described in the Service Agreement (“Work Product”) that is the property of the Exchange under the Call Center Management Agreement.

In consideration of the promises between the parties and other valuable consideration in the Service Agreement and this Subcontractor Assignment, the sufficiency of which is hereby acknowledged, Subcontractor agrees to and does hereby assign to Contractor for assignment to the Exchange all right, title and interest to the Work Product including without limitation all intellectual property rights related thereto.

Subcontractor represents and warrants to Contractor and its assign, the Exchange, that Subcontractor has the full right to assign the Work Product to Contractor for assignment to the Exchange and that Contractor’s and its assign, the Exchange’s, use and exploitation of the Work Product will not infringe the rights of any third parties. Subcontractor agrees to indemnify, defend and hold Contractor and its assign, the Exchange, harmless from any third party claim based on or related to a breach of such representation and warranty. Subcontractor hereby waives all rights and releases Contractor and its assign, the Exchange, from any claim or cause of action, whether now known or unknown, based upon or relating to the Contractor’s and the Exchange’s use and exploitation of the Work Product.

This Subcontractor Assignment and the Services Agreement contain the entire agreement between the parties relating to the subject matter hereof, and all prior proposals, discussions or writings are superseded hereby. The terms of this Subcontractor Assignment shall be binding upon and shall inure to the benefit of the parties and their successors, heirs and assigns. This Subcontractor Assignment is governed by the laws of the State of Connecticut without regard to conflict of law principles.

Subcontractor:

By: _____

Its:

Date: _____

Exhibit 12

Consulting Agreements Representation and Nondiscrimination Certification

Consulting Agreements Representation.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Agreement, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____

Name of Former State Agency

Termination Date of Employment

The undersigned, being the person signing the Agreement, swears that the representation in the Consulting Agreements Representation provision in this Agreement is made to the best of my knowledge and belief, and is subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes.

Signature of person signing this Agreement

Print Name

Date: _____

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court
or Notary Public

My Commission Expires

Nondiscrimination Certification.

Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Agreement, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Agreement to assure that the Agreement will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Agreement demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Agreement, or (C) initialing this nondiscrimination affirmation in the following box:

Exhibit 13

Change Management Plan

[Exhibit 20 to be Finalized]

APPENDIX H
RESPONDENT QUALIFICATIONS

Appendix H: Respondent Qualifications

The following structure is provided for Respondents to provide information to the Exchange that is pertinent to their experience as required in the RFP.

- I. Respondents should provide qualification references for a minimum of three (3) and up to five (5) client projects. At least two (2) of the qualification references should be from projects that involved a transition from a prior call center vendor or a transition with an existing client to a significantly different telephonic and service management platform. Significant consideration will be given if a transition involved the Exchange’s current Call Center vendor. If the Respondent has conducted other client project transitions with the Exchange’s current Call Center vendor, those projects should be identified to the Exchange. A Respondent’s qualification reference must include:
 - A summary description of the client organization (size, geographic location, scope, volumes, industry, etc.)
 - A brief description of all services provided, including services for any functions outside the scope of this RFP
 - A description of the scope of effort provided to the client (project duration, project functional scope, Respondent’s team size (implementation and ongoing), total project cost to client, etc.)

Please complete and submit the following table for each transition qualification reference:

Client Name/Organization	
Client size, Geographic Location(s), Industry	
Services Provided	
Description of Technical Platform delivered	
Client Service Population (# of consumer/callers)	
Client Call Volume (annual minutes and call counts)	
Project Start/End Dates	
Project Team Size(s) (implementation and ongoing)	
Total Project Transition Cost	

- II. Respondents must provide contact information for a minimum of three (3) and up to five (5) client references that the Exchange can directly contact.

These references must be drawn from the projects summarized in Section I, above. Two of the references should be from projects that involved a transition from a prior call center vendor or a transition with an existing client to a significantly different telephonic and service management platform. The Respondent must ensure that the Exchange is able to have appropriate access to all references listed below and should expect that the Exchange will contact such references.

Please complete and submit the following table for each client reference:

Client Name:
Contact Name:
Contact Role:
Contact Title:
Email:
Phone Number:
Notes: