

**EXHIBIT B-7**

**Task Order No. 7**

**Knowledge Transfer**

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## **Task Order No. 7**

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

#### **Knowledge Transfer**

This Task Order No. 7 (this “Task Order”) is entered into as of [September 30], 2014 (the “Effective Date”) under that certain Master Services Agreement between Client and Contractor dated as of [September 30], 2014 (the “MSA”), and describes certain Services under the MSA. Capitalized terms used herein but not defined shall have the meanings set forth in the MSA.

#### **I. Summary**

This Task Order describes T&M Services to transfer and replicate information, by means of mentoring, training and documentation, required for Contractor to operate, support and maintain the version of Commonwealth’s Medicaid eligibility platform and integrated eligibility system that was developed and implemented by CGI. Such system is referred to in this Task Order as “MEP.” The process through which Contractor obtained such information from CGI is referred to herein as “Knowledge Transfer”, as more fully described in Exhibit C.

The term of this Task Order is May 1, 2014 through September 12, 2014 (the “Term”). As of the Effective Date, the Services and Project Works described in this Task Order have been authorized by Client and provided and delivered by Contractor. Provision of the Services, as such Services are described herein, is complete as of the Effective Date. Contractor shall deliver to Client an invoice(s) in accordance with Section II.B of this Task Order for Client’s review. After completing its review of such invoice(s), Client will make payment to Contractor in accordance with Section II.B of this Task Order. For the avoidance of doubt, nothing in this Task Order shall limit Client’s rights under Section 12.1 of the MSA and Section 3 of the Commonwealth Terms.

#### **II. Services**

- Prepare and plan for Knowledge Transfer including but not limited to identifying and securing Contractor resources, completing necessary background checks on the resources, securing system access to new systems and applications, and understanding/reviewing MEP artifacts and digital assets.
- Shadow CGI’s activities along 12 core areas:
  - Release Management
  - Change Management
  - Deliverables Management
  - Configuration Management
  - Software Deployment
  - Infrastructure
  - Architecture
  - Development
  - Functional
  - Testing

- Operations
- FMTMP
- Lead the activities along the 12 core areas with CGI shadowing Contractor.
- Advise on the need for extended transition support from CGI in the areas of operations and maintenance or MEP and program determination through MEP and advise on the CGI staff best suited to provide extended transition support.

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

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

**A. Project Managers**

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

Contractor: [REDACTED]  
Client: [REDACTED]

**B. Invoicing and Payment**

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

- Contractor's name and address; invoice date; MSA number; name, title, phone number, and email and mailing address of the individual to be notified in the event of a questions concerning the invoice(s);
- the name, labor category and rate of each resource delivering Services during the period covered by the invoice; and
- the following detail with respect to Services performed by each resource: either (i) for

Services performed on or prior to September 30, 2014, the total number of hours the resource performed for Services under this Task Order for the month covered by the invoice, or (ii) for Services performed after September 30, 2014, the dates and number of hours by day that the resource performed for Services under this Task Order for the month covered by the invoice; and

- total amount charged on a monthly basis for each resource.

In addition, with respect to invoices for Other Costs (as defined below), except for Per Diem Allowances (as defined below), Contractor must provide a monthly summary of Other Costs per person by expense category. Expense categories will include Airfare, Lodging/Hotel/Apartment, Lodging Tax, Travel Day Per Diem, Non-Travel Day Per Diem, Parking/Tolls, Personal Car Mileage, Taxi/Shuttle, Car-Rental, Gas-Rental Cars, and Other Travel Expenses. "Per Diem Allowances" means allowances for meals and incidental expenses paid to resources that are required to travel in order to perform Services under this Task Order, which will be paid for the 02108 zip code in accordance with the rates specified by the U.S. General Services Administration (<http://www.gsa.gov/portal/category/100120>). Partial per diems, not full per diems, will be used for travel days. When claiming reimbursement for Per Diem Allowances, Contractor shall provide the name of the applicable resource and the days on which he/she was traveling for the applicable period.

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

Client shall have the right to conduct sample-based reviews of invoices provided under this Task Order. To facilitate such sample-based reviews, Client may request and Contractor shall provide to Client detail to substantiate the hours and expenses invoiced. Should any review by Client reveal that there was an overpayment by Client, Contractor shall provide Client with a credit on future invoices under the Agreement in an amount equal to the overage. If, as a result of an audit by Client, it is determined that Contractor overcharged Client five percent (5%) or more on any given invoice, Contractor will reimburse Client for its costs and expenses associated with the audit.

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

This Task Order includes a Not-to-Exceed Price ("NTE Price") of \$2,300,000. The NTE Price constitutes a ceiling that Contractor may not exceed without Client's prior written approval. The NTE Price includes all hourly professional fees incurred in the provision of the Services plus other costs incurred in providing the Services, including, but not limited to, all travel and related out-of-pocket expenses ("Other Costs").

### **III. Exhibits**

Exhibit A	Description of Services
Exhibit B	Project Works
Exhibit C	Knowledge Transfer and Transition

## **Exhibit A**

### **Description of Services**

- Task 1 Participate in pre-transition efforts that include 1) preparing and refining scope categories that are to be transitioned, and 2) reviewing critical CGI staffing needed, and (3) identifying Contractor staffing needed.
- Task 2 Jointly prepare and develop with Client a project charter inclusive of transition activities.
- Task 3 Prepare an overall Transition Project Schedule that includes the dates, tasks and generic resource requirements from Client, Contractor and CGI and their relevant vendors (e.g. LogicWorks, Oracle, etc.) for performing the tasks. Submission of the Project Plan for review (multiple cycles) by the Client and concerned stakeholders.
- Task 4 Prepare and provide to Client an assessment of risks, needs, and gaps with the following artifacts provided by CGI: transition plan, transition schedule, and transition criticality index (TCI) assessment (“Gap Assessment”).
- Task 5 Manage overall transition activities, provide overall logistical support, and act as liaison between Contractor teams, Client teams, and CGI and other vendor teams, including scheduling, and creation and management of transition dashboard.
- Task 6 Develop customized checklist template for each of the transition phases for each of the subject fields (knowledge transfer, shadowing, reverse shadowing, extended transition). Perform a transition readiness assessment to collect qualitative input on the various teams’ readiness for post-transition activities (“Readiness Assessment”).
- Task 7 Attend knowledge transfer sessions and perform shadowing activities.
- Task 8 Assume responsibility for system operations and perform reverse shadowing activities.
- Task 9 Update project Artifacts and Digital Assets (each as described in Exhibit C to this Task Order) as needed.
- Task 10 Identify risks and issues and work with the team, Client and others towards mitigation and escalation as needed.
- Task 11 Identify which elements of the transition areas and required CGI resources require extended transition beyond the seven week Knowledge Transfer period (“Gap Analysis for Extended Transition”).



## Exhibit B

### Project Works

Item	Document Name
1	MEP charter
2	Gap Analysis
3	Knowledge transfer daily and weekly dashboard
4	Extended transition resource list
5	Schedule of transition logistics and resources
6	Checklist template for knowledge transfer, checklist template for shadowing sessions
7	Readiness Assessment results – TRQM
8	Gap analysis for extended transition

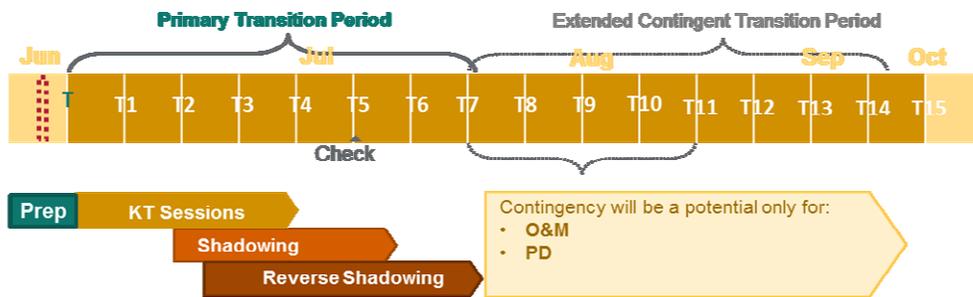
## Exhibit C

### Knowledge Transfer and Transition

Knowledge transfer and transition activities will:

- Enable the transition of project functions from CGI to Contractor with minimal or no anticipated degradation of operational levels or service to the residents of Massachusetts.
- Provide a structure that enables the effective participation of CGI, Contractor and the Commonwealth in the transition project.
- Describe a specific, finite set of transition activities for each element.
- Detail transition elements in the form of a project plan by which CGI, Contractor and the Commonwealth can tightly manage scope and schedule.
- Establish the guiding principles by which CGI will execute the transfer of responsibilities to Contractor.

### Transition Core Functions and Timeline



#### Transition Legend:

- Focus of the knowledge transfer (KT) sessions were to understand the design
- Focus of Shadow and Reverse shadow was to understand the difference between design and implementation (changes not well documented)
- Extended transition period for production critical operations, assistance with understanding problems as they arise and MEP Program Determination

Transition Status Report														
Function	Transition Phase												Cut-Over Date	RAG Status
	KT			Shadowing				Reverse Shadowing						
	Plan	Done	% KT Complete	Plan	WIP	Done	% Shad Complete	Plan	WIP	Done	% RShad Complete			
Functional Designs	7	7	100%	4	0	4	100%	4	1	3	75%	8/11/2014	G	
FMTMP	5	5	100%	3	0	3	100%	3	0	3	100%	7/30/2014	G	
Operations	6	6	100%	6	0	6	100%	6	1	5	83%	8/6/2014	G	
Release Mgt	2	2	100%	3	0	3	100%	3	1	2	67%	8/8/2014	G	
Infrastructure	13	13	100%	13	0	13	100%	13	4	9	69%	8/11/2014	G	
Development	40	40	100%	34	0	34	100%	34	20	14	41%	8/11/2014	G	
Configuration Mgt	6	6	100%	6	0	6	100%	6	6	0	0%	8/11/2014	G	
Testing	9	9	100%	9	0	9	100%	9	2	7	78%	8/5/2014	G	
	88	88	100%	78	0	78	100%	78	35	43	55%			

#### 1.1 Prep Phase (Phase 1)

Phase 1 is the preparatory/planning phase of transition where CGI inventories and transfers project assets to the Commonwealth. These assets come in multiple forms, which are categorized as either “Artifacts” or “Digital Assets.” For Artifacts, the CGI

team will grant access to the Artifacts in the CGI repositories (as described in more detail in Section 2.1.1 below) by providing credentials and access to the identified Commonwealth team. Due to the volume of Artifacts, the Commonwealth team and CGI team will be jointly responsible for moving the Artifacts to a Commonwealth repository. The Commonwealth team will also be responsible for acknowledging that the CGI team has provided access to the Artifacts as set forth in this Section 2.1.1. CGI will provide the Commonwealth with access to the CGI repository for a period of 2 weeks (unless mutually agreed to in writing to extend the period). For Digital Assets, the current repositories will remain in place at Logicworks and CGI will provide the Commonwealth with access to such repositories as part of Phase 1. During this phase, Contractor will work with the Commonwealth and CGI to plan transition and knowledge transfer activities and gain access to Artifacts and Digital Assets.

### 1.2 Knowledge Transfer Phase (Phase 2)

Phase 2 can proceed in parallel with Phase 1. Phase 2 is the “Learn by Doing” phase in which Contractor attends KT sessions and shadows the CGI team and actively participates in the execution of project tasks. The KT sessions are not to provide exhaustive information, but will provide enough information so that qualified professionals will know how components interact and where to find additional detail if and when needed. During this phase, Contractor will also update and refine project documentation as required.

### 1.3 Reverse Shadowing Phase (Phase 3)

In Phase 3, Contractor assumes responsibility for task execution. The CGI team shadows Contractor and provides support and guidance in completing project tasks. At the end of Phase 3, CGI’s transition activities are complete.

### 1.4 Operations Phase (Phase 4)

In Phase 4, Contractor is firmly installed in the new steady state without any shadowing or other support from CGI.

#### 2.1.1 Artifacts

Project documentation is catalogued in both Ensemble and MassForge (document repositories for CGI and the Commonwealth respectively). Table 1 lists the types of Artifacts that will be transferred during the transition. In total, CGI will make available approximately 3000 project documents to the Commonwealth for transfer to Commonwealth repositories. It is the Commonwealth’s responsibility to provide access to Contractor to the transferred documentation. It is also the Commonwealth’s responsibility to catalogue and organize the transferred artifacts.

*Table 1- Artifacts Types for Transition*

Artifact	Access Virtual Systems
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Artifact	Action Items
Artifact	Change Orders
Artifact	Change Requests
Artifact	Continuous Integration (CI) Framework and Associated Reports
Artifact	DataPower Interface List
Artifact	Deliverable documents
Artifact	Deliverable Orientation Documents
Artifact	Deliverable Review Forms
Artifact	Document Templates
Artifact	Environment Map
Artifact	Graphics
Artifact	Impact Assessments
Artifact	Incident Reports
Artifact	Installation Guide
Artifact	Issues
Artifact	Meeting Materials
Artifact	Meeting Minutes and Agendas
Artifact	Procedures Documents
Artifact	Production Promotion Tickets
Artifact	Project Plan
Artifact	Release Notes
Artifact	Requirements Traceability Matrix
Artifact	Risks
Artifact	Status Reports
Artifact	Technical Requests
Artifact	Test Results and Reports
Artifact	Test Scenarios/Cases

### 2.1.2 Digital Assets

CGI will provide the Digital Assets (described in Table 2) of the project to the Commonwealth in their respective repositories. As part of transition, the CGI team will provide access to the Digital Assets as specified in the plan. CGI will retain control of these Digital Assets (solely from a configuration management perspective) until responsibility for configuration management is transferred to Contractor in Phase 3 as set forth in the attached schedule.

*Table 2 — Digital Assets for Transition*

Digital Asset	AIMS
Digital Asset	Business Rules
Digital Asset	Data conversion programs
Digital Asset	Data Model and Database
Digital Asset	Data Warehouse
Digital Asset	Data Power Interfaces
Digital Asset	Environments and deployed code
Digital Asset	Infrastructure Library and SVN
Digital Asset	Notices
Digital Asset	Production data and backups
Digital Asset	Reports
Digital Asset	Shared Services
Digital Asset	SQL