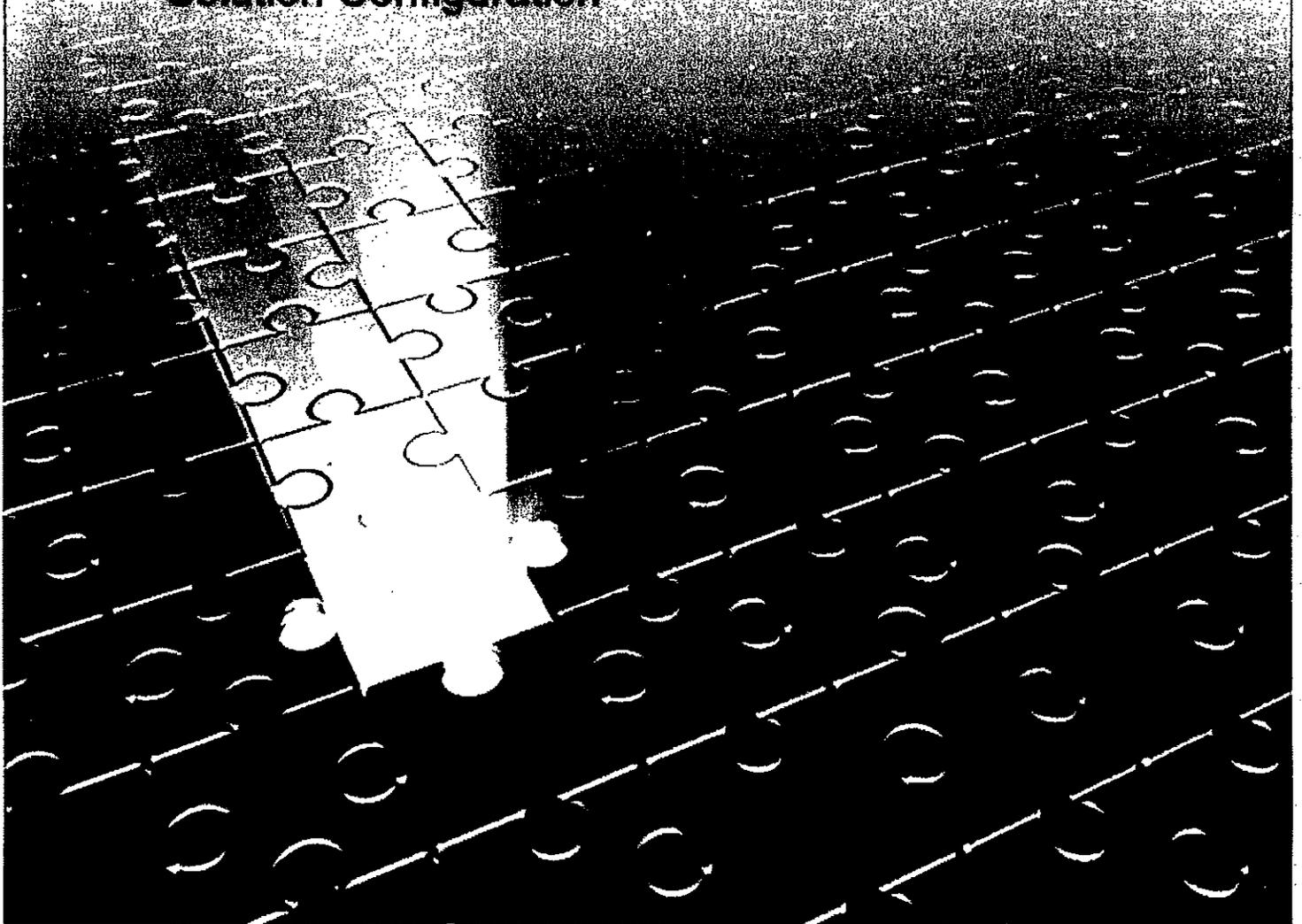


IMPACT

Consumer Engagement Services

Solution Configuration



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1. Introduction

This Statement of Work (the "SOW") describes all of the services provided by KnowledgeBase Marketing ("KBM") in support of developing/configuring Access Health CT's consumer engagement platform. The price for this statement of work is a one-time payment of \$ [REDACTED] for the configuration; and a one-time payment of \$ [REDACTED] for 5.5 Analytic Units (to cover the first two initial analytic projects).

Configuration Services includes all the work necessary to configure, implement, test, transition to production, and generally instantiate the Services to support client's consumer engagement platform. Operational Support Services, including all the Services necessary to support and maintain on-going operations, will be covered under a separate SOW.

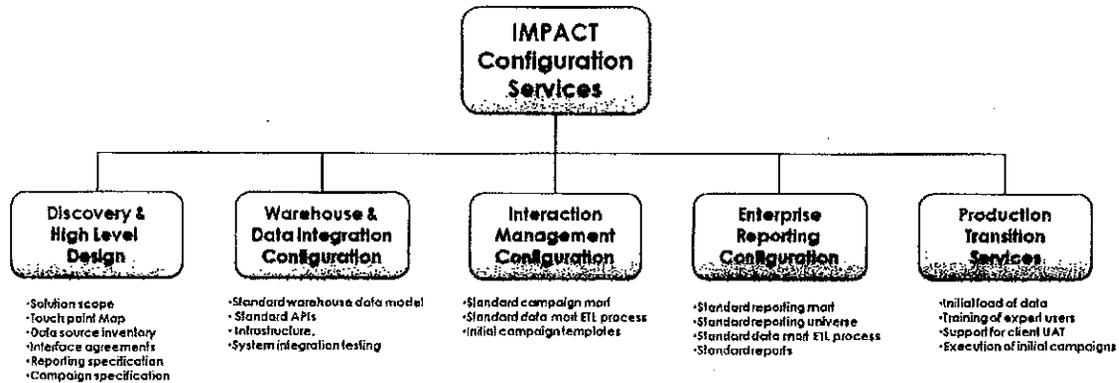
The scope of work included in this development/configuration phase is described in detail in the following sections.

Any modifications to this scope of work (and accompanying impact to cost and schedule) will occur via a written Change Request subject to the approval of both KnowledgeBase Marketing and client.

2. IMPACT Configuration Services

2.1 Introduction

IMPACT configuration services are broken into the major elements of work and deliverables depicted in the illustration below:



2.2 Discovery and High Level Design

The Discovery and High Level Design phase includes the confirmation and detailed scoping of the solution components, preparation of a data source inventory and interface agreements, identification and definition of data content and subject areas and development of initial campaign and performance reporting specifications. This element of work provides the following deliverables:

Solution scope (data components)

Touch point Map

Data source inventory

Interface agreements

Reporting specification

Campaign specification

2.3 Marketing Data Warehouse Configuration

The IMPACT Marketing Data Warehouse element of work includes the specification, configuration, unit testing, and system integration testing of the data warehouse update process utilizing APIs and client sources. At the conclusion of this phase the solution will be ready for system integration testing with the end user environments. This element of work provides the following deliverables:

Configuration of data model

Configuration of standard IMPACT API'S For the following:

Prospects (consumers and small business owners)

Configuration of standard IMPACT data maintenance processes including:

Weekly Suppression refresh

Monthly NCOA

AmeriLINK Refresh

Configuration of technical platform infrastructure

System integration test plans, cases, execution, and remediation

2.4 Interaction Management Services Configuration

The Interaction Management environment implementation element of work includes configuration and implementation of the standard supporting data mart and associated ETL processes (to and from the data warehouse

The major deliverables for this phase include:

Campaign Mart configuration specification

Configuration of standard data mart extract, transform and load (ETL) processes

Campaign mart ETL system test plan, execution and remediation

2.5 Enterprise Reporting Services Configuration

The analytic and reporting environment element of work includes the configuration of the standard reporting data mart and associated extract, transform and load processes (from the data warehouse); configuration of the standard metadata layer (universe) to support reporting; and configuration of standard performance reports. The major deliverables for this phase include:

Reporting data mart configuration specification

Reporting application universe specification and configuration

Configuration of standard ETL and aggregation specifications

Definition and configuration of 5 initial reports

2.6 Production Transition

The Production Transition phase of work supports the rollout of the solution into a fully operating production state. During this phase, the solution components will be transitioned to the Database

Operations team and client. At the conclusion of this element of work the solution will be ready for full-scale deployment and migration can begin. The major deliverables for this phase include:

- Initial load of data warehouse, campaign mart, and reporting mart

- Training of expert users of reporting tools

 - 2 day instructor led session

 - Up to 5 CT HIX staff

 - Conducted in KBM Group training facility

- Support for client user acceptance testing

2.7 Initial Marketing Intelligence Services

Marketing Intelligence services support includes a total of an initial 5.5 Analytical Units (AUs) @ \$~~XXXX~~ per AU; to be redeemed to cover the first 2 marketing intelligence projects below:

- The Likelihood to be Uninsured Clone Model cost = 1.5 AU's

- The Segmentation Projection Algorithm cost = 4 AU's (if the efforts to develop a stable and accurate segmentation projection algorithm fail and we don't publish a final projection algorithm, the final investment would be 0.5 AU's)

Development for both of the above initial projects will commence on the effective date of this SOW, and will be complete prior to loading production data to the IMPACT solution.

All future analytics projects will be scoped separately and proposed under a separate SOW.

3. Price and Terms

3.1 Price

The price for this statement of work is as shown in the table below.

Description	Price	Comments
Solution Configuration	\$██████ / one-time	Payments in accordance with the schedule below: <ul style="list-style-type: none">• 30% upon commencement of the work• 30% upon demonstrated progress• 40% upon commencement of initial load
Marketing Intelligence Services – 5.5 Analytical Units	\$██████ / one-time	Paid upon commencement of the first analytic project

3.2 Summary of Terms

The IMPACT service scope parameters governing this statement of work are as follows:

Description	Scope
Consumer Universe	<ul style="list-style-type: none">• Up to 350,000 consumers prospects
IMPACT Components	The following IMPACT subject area components will be configured <ul style="list-style-type: none">• Consumer and Demographics• Permission• Interactions• Applications• Policy• Promotion History• Campaign Metadata• Prospect List and Prospect List Metadata• Disposition• Suppressions (Name & Address)

-
- Customer Account
 - Depromotions
 - Model Score
 - AmeriLINK
 - Census
 - US Hygiene and NCOA

Enterprise Reporting

Standard IMPACT reporting Universe with up to four fact tables, each with up to six measures and ten dimensions.

- Number and type of users
 - Developers - up to 5 users

Marketing Intelligence services

- 5.5 Analytical Units

4. Execution and Agreement

Through their duly authorized representatives, the parties agree to the terms of this Statement.

KnowledgeBase Marketing, Inc.

Client

Signed: Dennis Kooker

Signed: [Signature]

Name: Dennis Kooker

Name: KEVIN COUNIHAN

Title: President

Title: CEO

Date: 6/10/13

Date: 6/5/13



**CONNECTICUT HEALTH INSURANCE EXCHANGE
CERTIFICATION OF STATE AGENCY OFFICIAL OR EMPLOYEE
AUTHORIZED TO EXECUTE CONTRACT**

Certification to accompany Connecticut Health Insurance Exchange contract or purchase order, having a value of \$50,000 or more, pursuant to Connecticut General Statutes §§ 4-250 and 4-252(b), and Governor M. Jodi Rell's Executive Order 7C, Paragraph 10

INSTRUCTIONS:

Complete all sections of the form. Sign and date in the presence of a Commissioner of the Superior Court or Notary Public. Submit to the Connecticut Health Insurance Exchange at the time of contract execution.

CERTIFICATION:

I, the undersigned CEO of the **Connecticut Health Insurance Exchange d/b/a/ Access Health CT ("CTHIX")**, certify that (1) I am authorized to execute the attached contract on behalf of **CTHIX**, and (2) the selection of the contractor named below 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.

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

KBW Group, KnowledgeBase Marketing, Inc.
Contractor Name

Connecticut Health Insurance Exchange d/b/a Access Health CT

By [Signature]

6/5/13
Date

Kevin J. Connihan
Printed Name

CEO
Title

Sworn and subscribed before me on this 5th day of June, 2013.

[Signature]
Commissioner of the Superior Court
or Notary Public.

**CT HEALTH INSURANCE EXCHANGE
BID WAIVER FORM**

The bidding for the following item is being waived for the following reasons:

ITEM DESCRIPTION: **Developing and Configuring Access Health CT's
Consumer Engagement Platform**

VENDOR NAME/ADDRESS **KnowledgeBase Marketing, Inc. (KBM Group)**

2050 N. Greenville Avenue

Richardson, TX 75082-4322

Emergency Purchase _____

X

Sole Source _____

Other (Describe) _____

APPROVED BY: *

CEO _____

Date _____

Note: Attach Narrative Outlining Circumstances that Require this Waiver

DOCUMENTATION OF NEED TO SOLE SOURCE CONTRACT

KBM Group

In order to track and profile the effectiveness of the Exchange's marketing efforts, a sophisticated CRM (Customer Relationship Management) database will be required. This database will serve as a central location to log all outgoing marketing efforts to promote our services to individuals and businesses, and offer a means to track the responses that customers and potential customers make via a host of different channels (e.g. call center, web site, field staff, brokers, navigators, etc.). This response data will be systematically matched back to both the individuals and businesses promoted, as well as the marketing channels used, in an effort to determine which tactics are driving the best results (e.g. qualified leads and enrollments), and conversely which tactics are not performing well, so adjustments to the Exchange's campaign can be made in real time.

Additionally, as interactions to the Exchange's outreach efforts are reported, real time decisions can be made about how to guide leads through the education and enrollment process. This includes making decisions about which channel to work these leads through, business decisions around lead aging, and an array of other follow up activity via the creation of business rules to handle lead processing.

Lastly, given the vast array of data which will be housed, sophisticated data analysis and modeling can be done on the back end to develop predictive models to aid in future targeting efforts, as well as analyze purchase behavior and channel/product use. Without a central location in which to house and catalogue this data, information from various interaction silos will not be analyzed holistically, and a comprehensive picture of channel interplay and consumer behavior will not be able to be developed.

Given the necessity of the CRM database for the Exchange's marketing efforts, and the four-five month lead time needed to create the database, the Exchange selected KBM Group to be its service provider. KBM Group has been listed as one of the top three providers of database services in the United States in a Forester research study from 2011. KBM Group has the most experience in developing databases and data driven marketing programs in the health insurance arena, servicing large national payers such as Aetna and WellPoint.

The Exchange considered one additional vendor given the unique nature of the marketing and communication program being implemented. With a strong focus on local level outreach, NGP VAN was briefly explored for these services given their strong performance in grass roots outreach for election campaigns. However, while their front end data capture tool was sophisticated, they lacked the back end capabilities to store, organize and sort large quantities of interaction data which the Exchange would require.



CONNECTICUT HEALTH INSURANCE EXCHANGE
NONDISCRIMINATION CERTIFICATION – Affidavit by Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with **The Connecticut Health Insurance Exchange** valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of the Superior Court or Notary Public. Submit to **The Connecticut Health Insurance Exchange** prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am President and Chief Operating Officer of KnowledgeBase Marketing, Inc., an entity

Signatory's Title

Name of Entity

duly formed and existing under the laws of Delaware.

Name of State of Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of KnowledgeBase Marketing, Inc. and that KnowledgeBase Marketing, Inc.

Name of Entity

Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Dennis Kooker
Authorized Signatory

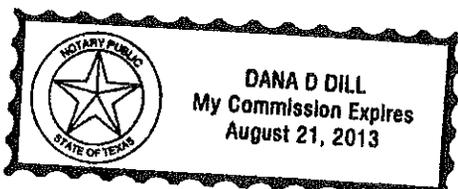
6/10/13
Date

Dennis Kooker, President and COO
Printed Name

Sworn and subscribed to before me on this 10 day of June, 2013.

Dana Dill
Commissioner of the Superior Court/
Notary Public

8/21/2013
Commissioner Expiration Date





CONNECTICUT HEALTH INSURANCE EXCHANGE CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

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

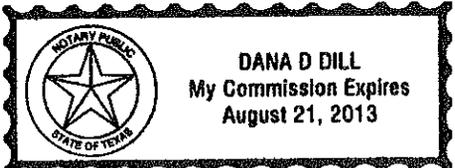
If YES: _____
Name of Former State Agency Termination Date of Employment

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

KnowledgeBase Marketing, Inc. _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

Dennis Kooker, President and COO
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this 10 day of June, 2013



**Commissioner of the Superior Court
or Notary Public**



CONNECTICUT HEALTH INSURANCE EXCHANGE GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a Connecticut Health Insurance Exchange contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful 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 Connecticut Health Insurance Exchange ("CTHIX")** at the time of initial contract execution 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. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between **The Connecticut Health Insurance Exchange** and the Contractor, attached hereto, or as otherwise described by **CTHIX** below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or 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 request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

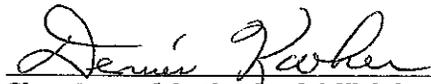
Lawful Campaign Contributions to Candidates for the General Assembly:

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

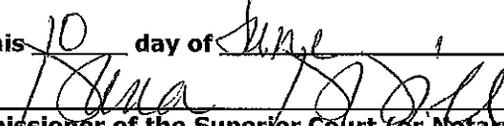
Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

KnowledgeBase Marketing, Inc.
Printed Contractor Name

Dennis Kooker, President and COO
Printed Name of Authorized Official


Signature of Authorized Official

Subscribed and acknowledged before me this 10 day of June, 2013


Commissioner of the Superior Court (or Notary Public)

