CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement (the "Agreement") is made as of 4/6, 2015 between the Arkansas Health Insurance Marketplace, a quasi-government organization with a place of business at 1501 N. University, Suite 970; Little Rock, AR 72207 ("Client") and CSG Government Solutions, Inc., an Illinois corporation with a place of business at 180 North Stetson Ave., Suite 3200; Chicago, Illinois 60601 ("CSG").

WHEREAS, CSG provides Independent Verification and Validation (IV&V) consulting services; and

WHEREAS, Client wishes to obtain these services from CSG, and CSG wishes to provide such services for Client, under the terms and conditions contained herein;

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE 1: SERVICES

CSG's scope of work shall include, but not be limited to; IV&V consulting services as set forth in the requirements and specifications described in Attachment A – Statement of Work ("Statement of Work"). In addition, the underlying Request for Proposal, including addendums, and CSG's Response thereto (collectively attached as Exhibit B), are incorporated by reference and made part of this Agreement.

Amendments: CSG will provide services as described in Article 1 of this Agreement during the initial term and any mutually agreed extensions. In addition, subject to the mutual agreement of the parties and any limitations imposed by applicable law, CSG will perform additional services as assigned by Client and set forth in an amendment to this Agreement.

TERM OF AGREEMENT: The term of the Agreement will be from the Contract Execution date until November 1, 2015, or the SHOP "go-live" date, whichever is later. The contract may be extended for two six (6) month periods, at the mutual agreement of both parties.

ARTICLE 2: FEES, EXPENSES, TAXES AND PAYMENT

2.1 CSG shall be paid for such services for a fixed price for project deliverables as detailed in Attachment C – Payment Schedule.

2.2 To the extent that the services to be provided hereunder are subject to any sales, use, excise, rental, personal property and/or any other taxes or fees, payment of said taxes and fees are the direct and sole responsibility of Client. CSG shall be solely responsible for any income tax due on income received by CSG from Client, and all withholding and employment taxes due with respect to CSG personnel providing services hereunder.

2.3 Client shall make payment to CSG for all services performed. All fees for services are payable upon receipt of invoice. Reimbursable expenses, if any, will be billed to Client monthly and payable AHIM shall pay Contractor's invoices within 45 days of AHIM's written acceptance of the deliverables associated with any such invoice.

2.4 Funds Availability: In accordance with Art.16, Sec. 12 of the Arkansas Constitution, in the event insufficient federal funds are available in any fiscal period for the payments due under this Agreement, then Client will immediately notify CSG of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which funds were received without penalty or expense to Client of any kind whatsoever, except as to the portions of the Agreement herein agreed upon for which funds shall have been budgeted or are otherwise available.

ARTICLE 3: WORK TERMINATION

3.1 Subject to the other provisions of this Article 3, and except as otherwise provided in the Statement of Work, Client shall have the right to terminate CSG's work under this Agreement for convenience. In the event of a termination by Client pursuant to this subparagraph (3.1), Client will give CSG not less than thirty (30) business days' notice of such termination (the "Notice Period").

3.2 In the event of a termination pursuant to subparagraph (3.1), above, Client shall pay for all services provided through the end of the Notice Period, and all applicable expenses through the end of the Notice Period.

3.3 Upon termination of this Agreement by Client, CSG shall deliver to Client any materials provided by Client to CSG, and copies of any materials created by CSG for Client hereunder, whether complete or partially complete.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

4.1 Ownership of the patent, copyright and other intellectual property rights in the software and/or other work product created under this Agreement (other than products provided by third party vendors in which intellectual property rights are retained by such third party vendor) including, without limitation, software programs, program listings, documentation, reports and drawings, and all derivative works thereof and improvements and modifications thereto, shall be the property of Client.

4.2 Notwithstanding the provisions of paragraph 4.1, CSG shall retain the right to use, transfer, and disclose, and, to the extent applicable, the ownership and all intellectual property rights in, all methods, strategies, tools, ideas, concepts, "know-how", and knowledge used by CSG in the development of the software and/or other work product created under this agreement, whether previously developed, conceived or created or developed, conceived or created during the course of CSG's services hereunder.

ARTICLE 5: NONDISCLOSURE OF CONFIDENTIAL INFORMATION

COMPLIANCE WITH FREEDOM OF INFORMATION STATUTES AND/OR REGULATIONS OF THE STATE OF ARKANSAS AND/OR THE FEDERAL GOVERNMENT SHALL IN ALL CASES TAKE PRECEDENCE OVER THE TERMS CONTAINED IN THIS ARTICLE 5.

In order to protect certain confidential information that may be disclosed between the parties, the parties agree as follows:

5.1 The term "Confidential Information" means any and all business and technical information, ideas, methods, concepts, plans, samples, software, tools, and written and oral descriptions concerning the business, products, or services of the disclosing party, whether or not designated as confidential by such disclosing party, and shall include any notes, memoranda, analyses, or other materials prepared by the receiving party based on any Confidential Information. Confidential Information shall specifically include, without limitation, all software, tools, information and methods comprising CSG REALize℠ and TeamCSG℠.

5.2 The parties shall use the Confidential Information exclusively for the purpose of meeting its obligations under this Agreement.

5.3 Each party agrees that it shall not disclose any Confidential Information received from the other party, or that this Agreement has been entered into between the parties, without the prior written consent of the other party and then only to the extent specified in such consent. Confidential Information may be used and disseminated within the receiving party's organization only to the extent reasonably required for the purpose described in the Statement of Work between the parties.

5.4 All tangible documentation and materials provided to under this Agreement shall remain the property of the disclosing party. Upon written request of the disclosing party, each party shall return to the disclosing party all copies of the Confidential Information in its' or its representatives' possession. The parties shall remain bound by the confidentiality requirements of this Agreement following the return of such materials.

5.5 The parties' duty to protect Confidential Information disclosed under this Agreement shall remain in full force regardless of any termination of this Agreement or completion of the work contemplated hereunder.

5.6 The parties shall protect the Confidential Information by using the same degree of care to prevent the unauthorized use, dissemination or publication of the Confidential Information that each party uses to protect its own confidential information of a like nature, but no less than a reasonable degree of care.

5.7 The parties shall limit access to the Confidential Information provided hereunder to such personnel as may be directly involved in projects with the disclosing party, and to no other personnel, and the parties shall provide to the other parties, upon request, a list of all personnel having had access to such Confidential Information.

5.8 Each party agrees to be responsible for any breach of this Agreement by any of its representatives, directors, officers, employees, agents or advisors.

5.9 This Agreement imposes no obligation upon the parties with respect to specific Confidential Information which: (a) was in the receiving party's possession before receipt from the disclosing party as evidenced by written records; (b) is or becomes a matter of public knowledge through no fault of the receiving party; (c) is rightfully obtained by the receiving party from a third party who is legally free to pass on such information without a duty of confidentiality; (d) is independently developed by the receiving party without use of any Confidential Information, as evidenced by written records; or (e) is disclosed under operation of law, including, but not limited to Arkansas Freedom of Information statutes.

5.10 In the event that a party is legally compelled to disclose the other party's Confidential Information, the party required to make such disclosure shall provide the other party with prompt written notice of any such requirement. In the event that the other party does not obtain a protective order or other remedy, or waive the requirements of this Agreement, the party required to make such disclosure shall disclose such information only to the extent that such party is, in the opinion of that party's legal counsel, legally required to do so, and shall exercise reasonable efforts to preserve the confidentiality of the other party's Confidential Information.

5.12 Neither party acquires any license to use, or intellectual property rights in, any Confidential Information disclosed to it under this Agreement, except the limited right to use the Confidential Information for the specific purposes required to carry out this Agreement.

ARTICLE 6: WARRANTIES

6.1 CSG warrants that the work product created and provided under this Agreement by CSG will not violate or conflict with any intellectual property rights of any third persons including, but not limited to, copyrights, patents and trademarks; provided, however, that CSG makes no warranty with respect to third party rights in any materials furnished to CSG by Client.

6.2 EXCEPT AS SET FORTH ABOVE, CSG DOES NOT MAKE ANY EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE WORK PRODUCT CREATED OR PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 7: LIMITATION OF LIABILITY

7.1 CSG shall not be liable to Client for special, indirect, consequential or incidental losses or damages of any kind or nature whatsoever, including but not limited to lost profits, lost records or data, lost savings, loss of use of facility or equipment, loss by reason of facility shut-down or non-operation or increased expense of operations, or other costs, charges, penalties, or liquidated damages, regardless of whether arising from breach of contract, warranty, tort, strict liability or otherwise, even if advised of the possibility of such loss or damage or if such loss or damage could have been reasonably foreseen.

7.2 CSG's liability hereunder for damages shall be Client's exclusive remedy and, except as set forth below, any such liability, regardless of the form of action, shall not exceed the total amount paid for services under this Agreement. CSG's liability shall not be so limited with respect to injuries to persons, or to real or tangible personal property, arising out of the negligence or willful misconduct of CSG or its employees.

ARTICLE 8: EMPLOYEE SOLICITATION

CSG and Client each agree during the term of this Agreement, and for a period of one (1) year thereafter, not to hire or attempt to hire, directly or indirectly, nor to enter into an independent contract for services with, any individual known by the hiring party to be an employee or subcontractor of the other party without the express written consent of the other party.

ARTICLE 9: INDEPENDENT CONTRACTORS

In the performance of this Agreement, the parties shall at all times act as and be deemed to be independent contractors. Neither CSG nor any of its employees, agents, subcontractors or officers shall

be considered an employee, joint venturer, agent, or partner of Client. Neither CSG nor Client is authorized to assume or create any obligations or responsibilities, express or implied, on behalf of or in the name of the other. It is understood that the employees, methods, facilities and equipment of each party shall at all times be under the exclusive direction and control of that party.

ARTICLE 10: ASSIGNMENT

Neither party may assign any rights or delegate any obligations created by this Agreement without the prior written consent of the other party. Any assignment in violation of this Agreement is void. This Agreement shall be binding upon the heirs, successors, legal representatives and permitted assigns of the parties.

ARTICLE 11: FORCE MAJEURE

Neither party hereto shall be in default of its obligations hereunder, except the obligation to make payments hereunder, to the extent that the performance of any such obligation is prevented or delayed by any event or circumstance not caused, in whole or in part, by such party, and which is beyond the reasonable control of such party.

ARTICLE 12: SEVERABILITY

If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, or becomes invalid or unenforceable by operation of law, the remainder of this Agreement shall continue in full force and effect.

ARTICLE 13: RESERVATION OF RIGHTS

Neither party's delay or failure in enforcing any right or remedy afforded hereunder or by law shall prejudice or operate to waive that right or remedy or any other right or remedy which may be available; nor shall any such failure or delay operate to waive either party's rights to any remedies due to a future breach of this Agreement, whether of a like or different character.

ARTICLE 14: ENTIRE AGREEMENT

14.1 This Agreement, signed by the parties and incorporated herein, constitutes the entire agreement between the parties hereto and supersedes any previous agreements or understandings whether oral or written.

14.2 No modification or waiver of the provisions of this Agreement shall be valid or binding on either party unless in writing and signed by both parties.

ARTICLE 15: GOVERNING LAW

The laws of the State of Arkansas govern all matters arising out of or relating to this Agreement, except to the extent that federal law applies, including, without limitation, its formation, validity,

interpretation, construction, performance and enforcement and the venue for any legal proceeding arising out of this Agreement shall be in a federal or state court located in Pulaski County, Arkansas.

Invoice Month	Deliverable Name	Target Approval Date	Payment Amount
	TOTAL MONTH 3		**$140,553**
Month 4	IV&V Monthly Report #3	07/29/2015	$66,930
	Bi-Weekly Status Report #6	07/06/2015	$2,716
	Bi-Weekly Status Report #7	07/20/2015	$2,716
	TOTAL MONTH 4		**$72,362**
Month 5	IV&V Monthly Report #4	08/26/2015	$66,930
	Bi-Weekly Status Report #8	08/03/2015	$2,716
	Bi-Weekly Status Report #9	08/17/2015	$2,716
	Bi-Weekly Status Report #10	08/31/2015	$2,716
	TOTAL MONTH 5		**$75,078**
Month 6	IV&V Monthly Report #5	09/24/2015	$66,930
	Bi-Weekly Status Report #11	09/14/2015	$2,716
	Bi-Weekly Status Report #12	09/28/2015	$2,716
	Document Archiving #2	09/01/2015	$1,261
	TOTAL MONTH 6		**$73,623**
Month 7	IV&V Monthly Report #6	10/22/2015	$66,930
	Bi-Weekly Status Report #13	10/12/2015	$2,716
	Bi-Weekly Status Report #14	10/26/2015	$2,716
	TOTAL MONTH 7		**$72,362**
Month 8	Final IV&V Review Report	11/16/2015	$77,600
	Document Archiving #3	11/01/2015	$1,261
	TOTAL MONTH 8		**$78,861**
	GRAND TOTAL		**$622,468**

Hourly Rates by Position and Calendar Year

Project Title	Contract Period 1	Extension 1	Extension 2
IV&V Project Manager	$185	$185	$191
IV&V Business Analyst	$152	$152	$157
IV&V Technical Analyst	$169	$169	$174
Health Insurance Marketplace SME	$185	$185	$191

ATTACHMENT B – PAYMENT SCHEDULE

CSG Government Solutions provides a fixed-price for the IV&V consulting services described in Attachment A – Statement of Work. The tables below provide detailed information regarding the cost for these services, including project deliverable costs, the monthly payment schedule, and hourly rates by position and calendar year. Payments will be provided based on an agreed to schedule (estimated targets as identified below, final dates to be established in the project management plan). There will be a 10% overall project holdback until project go-live is achieved.

Project Deliverable Costs

Description	Quantity (# Units)	Cost per Unit	Total Cost
Project Kickoff	1	$9,700	$9,700
Management Plan	1	$14,181	$14,181
IV&V Review Checklist	1	$9,700	$9,700
Initial Review Report	1	$67,900	$67,900
Bi-Weekly Status Reports	14	$2,716	$38,024
Monthly IV&V Reports	6	$66,930	$401,580
Final IV&V Review Report	1	$77,600	$77,600
Document Archiving	3	$1,261	$3,783
Total			**$622,468**

Monthly Payment Schedule

Invoice Month	Deliverable Name	Target Approval Date	Payment Amount
Month 1	Project Kick-off	04/16/2015	$9,700
	Project Management Plan	04/30/2015	$14,181
	IV&V Checklist	04/30/2015	$9,700
	Bi-Weekly Status Report #1	04/27/2015	$2,716
	TOTAL MONTH 1		**$36,297**
Month 2	Initial IV&V Assessment Report	05/28/2015	$67,900
	Bi-Weekly Status Report #2	05/11/2015	$2,716
	Bi-Weekly Status Report #3	05/26/2015	$2,716
	TOTAL MONTH 2		**$73,332**
Month 3	IV&V Monthly Report #1	06/02/2015	$66,930
	IV&V Monthly Report #2	06/30/2015	$66,930
	Bi-Weekly Status Report #4	06/08/2015	$2,716
	Bi-Weekly Status Report #5	06/22/2015	$2,716
	Document Archiving #1	06/01/2015	$1,261

ATTACHMENT A – STATEMENT OF WORK

The following documents are hereby incorporated into this Agreement by reference:

1. CSG Government Solutions' Technical Proposal, dated January 23, 2015
2. CSG Government Solutions' Best and Final Offer Response, dated March 6, 2015
3. CSG Government Solutions' Response to Clarifying Questions, dated March 16, 2015

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

CSG GOVERNMENT SOLUTIONS, INC.

AUTHORIZED SIGNATURE

John Walsworth

NAME

President

TITLE

4/6/2015

DATE

ARKANSAS HEALTH INSURANCE MARKETPLACE

AUTHORIZED SIGNATURE

Cheryl Smith

NAME

AHIM Executive Director

TITLE

4/6/2015

DATE

Revised 05/2010– V2.1