

STATE OF VERMONT  
 DEPARTMENT OF VERMONT HEALTH ACCESS

It is hereby agreed by the State of Vermont, Department of Health Access (hereafter called "State"), OptumInsight, Inc., with a principal place of business at 13625 Technology Drive, Eden Prairie, Minnesota, 55344 (hereafter called "Contractor"), that the contract between them commencing June 9, 2014, as amended August 15, 2014, amended and restated September 15, 2014, amended November 20, 2014, amended December 16, 2014, and amended January 30, 2015, and amended February 22, 2015 and amended May 14, 2015, and amended June 29, 2015, is hereby amended effective January 1, 2016 as follows:

I. The fifth paragraph in the standard Contract for Personal Services, as amended and restated, is amended to read as follows to extend the contract term:

**5. Contract Term.** The period of Contractor's performance shall begin on June 9, 2014 and end on January 15, 2016.

II. Attachment A, Scope of Services. Attachment A, Scope of Services, Section II, Specification of Work is hereby modified by amending Section B of Stream 7 "Duration," as follows to amend the duration:

**B. Duration of Stream 7**

Contractor shall perform this work from November 15, 2014 until January 15, 2016.

III. Attachment B, Payment Provisions. Section 1 of Attachment B is hereby modified to extend the term of Stream 7 through January 15, 2016.

The total maximum amount payable under this Contract shall not exceed \$76,197,802.

All rates set forth in this contact are all-inclusive; no expenses, benefits or insurance will be deemed reimbursable to the Contractor by the State under this Contract.

Stream	Services	Deliverable Due Date	Amount
Stream 1	IT Plan	July 3, 2014	\$497,663
Stream 2	Operations Stabilization Plan	June 27, 2014	\$117,875
Stream 3	Supplemental Operations Support	Via Task Order	\$14,948,468*
Stream 4	IT Project Management and other Stream 4 Services	Via Task Order	\$11,832,561**
Stream 5	DDI-VHC 2015 Open Enrollment and Renewals Workaround Solution	November 30, 2014	\$2,341,219***
Stream 6	Maintenance and Operations services	In accordance with Attachment G	\$6,427,133****
Stream 7	Design, Development and Implementation Services through January 15, 2016	In accordance with Attachment A	\$40,032,883 *****
Total			\$76,197,802

\* Time and materials, dependent on task order

IV. Taxes Due to the State. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, the Contractor is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due the State of Vermont.

V. Certification Regarding Suspension or Disbarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in federal programs, or programs supported in whole or in part by federal funds.

Except as modified by this Amendment No.9, all provisions of the original contract remain in full force and effect.

The signatures of the undersigned indicate that each has read this amendment to Contract # 26801 in its entirety and agrees to be bound by the provisions enumerated therein.

**WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT.**

**BY THE STATE OF VERMONT:**

**BY THE CONTRACTOR:**

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STEVEN COSTANTINO    DATE  
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