

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, and amended January 1, 2016, and amended January 15, 2016 is hereby amended January 29, 2016 as follows:

I. The fourth paragraph in the standard Contract for Personal Services, as amended and restated, is amended to read as follows to increase the maximum contract amount:

4. Maximum Amount. In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in, Attachment B, a sum not to exceed \$81,101,682.00.

II. Attachment A, Scope of Services. Attachment A, Scope of Services, Section II Specification of Work is hereby modified as follows:

Stream 3. Supplemental Operations Support

The Contractor shall provide operational support to reduce the backlogs caused by system deficiencies, including Change of Circumstance ("CoC") cases, to normalized levels. The Contractor, in consultation with the State, shall develop a work plan to define the services and staffing levels needed to accomplish backlog reduction as required by this Contract. The work plan shall identify priorities and scheduling. Further, the Contractor shall provide the staffing required to process paper insurance renewal cases specified by the State for the period November 3, 2014 through December 31, 2015.

III. Attachment B, Payment Provisions. Section 1 of Attachment B is hereby modified to increase Stream 3 total amount in the existing table by \$485,840 to a new total of \$15,434,308. The total maximum amount payable under this Contract shall not exceed \$81,101,682. All rates set forth in this contract 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	\$15,434,308 *
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 December 31, 2015	In accordance with Attachment A	\$44,450,923*****
Total			\$81,101,682

* 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.
- VI. Effective Date. The effective date of this Amendment 11 shall be July 20, 2015.

Except as modified by this Amendment No.11, 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:

 STEVEN COSTANTINO
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 Phone: 802-879-5955
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DATE

 JEAN BENSON, VP FINANCE
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DATE