

STATE OF VERMONT
CONTRACT AMENDMENT

It is hereby agreed by and between the State of Vermont, Department of Vermont Health Access (the "State") and OptumInsight, Inc., with a principal place of business in Eden Prairie, Minnesota, (the "Contractor") that the contract between them originally dated as of August 15, 2016, Contract #31750, as amended to date, (the "Contract") is hereby amended effective January 30, 2020 (Amendment No. 3) as follows:

- I. **Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$65,055,223.00 to \$68,755,223.00, representing an increase of \$3,700,000.00.

II. **Attachment A, Specifications of Work to be Performed.**

- i. Attachment A, Section 1 is hereby deleted in its entirety and replaced as set forth below:

1. THE CONTACTS FOR THIS CONTRACT ARE AS FOLLOWS:

	State Fiscal Manager	Authorized State Representative	For the Contractor
Name:	Meaghan Kelley	Darin Prail	Scott Cerreta
Phone:	(802) 241-0393	(802) 338-5719	(802) 654-0206
E-Mail:	Meaghan.Kelley@vermont.gov	Darin.Prail@vermont.gov	Scott.Cerreta@optum.com
	DVHA Contract Owner		
Name:	Athanasia Boskailo		
Phone:	802-760-9572		
E-Mail:	Athanasia.Boskailo@vermont.gov		

- ii. Attachment A is amended by the addition of Section 26 as follows:

26. PREMIUM PROCESSING DEVELOPMENT

Contractor shall support the State's development of end-to-end integration functionality for transition of Qualified Health Plan (QHP) premium processing to insurance carriers to begin with coverage year 2021. Contractor shall perform the following time and materials services as requested and under the direction of the State upon the expiration of the previously executed CR-046 up to a maximum of \$700,000.00 or until December 31, 2020, whichever occurs first.

26.1 In-Scope

Contractor shall:

- a) participate in requirement identification, analysis, and functional design pertaining to the future-state functionality for QHP premium processing through electronic data interchange (EDI) transactions;

- b) participate in the definition of the technical solution and detailed system requirements for integrating Vermont Health Connect (VHC) with insurance carriers through EDI transactions for QHP premium processing;
- c) provide development support for the VHC transition of QHP premium processing to insurance carriers from WEX Health, including the following activities:
 - i. decoupling of WEX pay pages for QHP customers;
 - ii. re-direction of QHP customers to carrier pay pages;
 - iii. decoupling enrollment integration logic into multiple parts;
 - iv. updating business workflows for QHP and Mixed Households, and maintaining Medicaid workflows;
 - v. updates to VHC system jobs and system workflows;
 - vi. updates to WEX Health payment artifacts and relevant triggering points in current business workflows;
 - vii. re-alignment of reconciliation process for carrier data;
 - viii. creation of new interfaces and updates to existing interfaces with proper error handling;
 - ix. payment process changes for Vermont Premium Assistance (VPA) and Vermont Cost Share Reduction (VCSR) and associated Siebel, service-oriented architecture (SOA) and the enrollment change engine modifications;
 - x. carrier initiated non-payment terminations and reinstatements protocols; and
 - xi. business logic and integrations for legacy QHP and mixed household balances owed.
- d) provide Quality Assurance (QA) support for test case definition and execution related to user/system functionality and external integration points;
- e) ensure existing Medicaid billing processes are not impacted by changes to QHP and that Medicaid functional and business flows remain unchanged;
- f) attend weekly status meetings and provide weekly status reports detailing planned activities, tasks, start/finish dates;
- g) provide labor reports no less than every other week on the total hours expended per resource by week including resource billing role and rate;
- h) adhere to the Quality Assurance Surveillance Plan (QASP) (Amendment 3 Exhibit 1), to include project management work practices, code delivery, and acceptance:
 - i. Contractor may be exempt from a QASP related activity provided the exemption is approved by the Department of Vermont Health Access (DVHA) Product Owner and DVHA Contract Owner;
- i) participate in generating diagram mapping of user workflows;
- j) participate in generating diagram mapping of system infrastructures including but not limited to updates to the Software Development Life Cycle (SDLC) document;
- k) provide integration updates required with WEX Health; and
- l) participate in performance testing as mutually agreed by the State and Contractor.

26.2 Out of Scope

The following items and anything not expressly stated in Section 26.1 above are out-of-scope:

- a) Triage of Incidents, Defects, or Problems within the State's infrastructure
- b) Training materials beyond what is needed for User Acceptance Testing

III. **Attachment B, Payment Provisions.** The payment provisions are amended as follows:

- i. Section 5 of Attachment B is hereby deleted in its entirety and replaced as set forth below:

Invoices shall be submitted to the State at the following address:

AHS.DVHAInvoices@vermont.gov

- ii. Section 9 of Attachment B is hereby deleted in its entirety and replaced as set forth below:

9. **HSEP M&O SERVICES** - Contractor shall be paid for HSEP M&O Services based on the following fees:

Services	Fee
Core M&O Services: August 15, 2016 – August 14, 2018	\$21,437,500.00
Core M&O Services: August 15, 2018 – August 14, 2019	\$10,876,750.00
Core M&O Services: August 15, 2019 – August 14, 2020	\$10,669,500.00
Core M&O Services: August 15, 2020 – August 14, 2021	\$10,971,473.00
Discretionary Funds**	\$9,000,000.00
Key Deliverables*	\$5,100,000.00
Premium Processing Time and Materials Not to Exceed	\$700,000
Total Pricing Through August 14, 2021 **	\$68,755,223.00

*The total fee for Key Deliverables is comprised of the \$2,200,000.00 outlined in Table A, the \$1,100,000.00 outlined in Table A1, the \$1,800,000.00 outlined in Table A2.

**See additional details in Section 9.2 in this Attachment B.

Should the State elect to proceed with option year August 15, 2021 through August 14, 2022 the following pricing will apply:

Optional Term Pricing August 15, 2021 through August 14, 2022:

Core M&O Services: August 15, 2021 – August 14, 2022 (if elected)	\$11,164,613.00
Discretionary Services Amount (July 1, 2021 – August 14, 2022)	\$1,500,000.00
Key Deliverables (August 15, 2021 – August 14, 2022)	\$900,000.00
Total Option Year Pricing if elected:	\$13,564,613.00

9.1 Core M&O Services

- a. August 15, 2016 – August 14, 2018

The monthly payment due for Core M&O Services during this period represents 1/24th of the total fixed price Contract, less the \$2,200,000.00 fee associated with the Key

Deliverables, said Core M&O monthly fee being payable in 24 monthly installments of \$893,229.17. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

b. August 15, 2018 – August 14, 2019

The monthly payment due for Core M&O Services during this period represents 12 monthly installments of \$906,395.84. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

c. August 15, 2019 – August 14, 2021

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2019 – August 14, 2020: \$889,125.00 per month
- ii. August 15, 2020 – August 14, 2021: \$914,289.39 per month

d. August 15, 2021 – August 14, 2022 (if elected)

Core M&O Services during this period represent monthly installments of the amounts below. For partial months, payments shall be proportional to the period of performance. Payment for Core M&O Services includes Non-Key Deliverables, Reports, and Transition Deliverables, which are not tied to an Incremental Payment Sum.

- i. August 15, 2021 – December 31, 2021: \$914,289.39
- ii. January 1, 2022 – August 14, 2022: \$940,208.69

e. Upon State election by the process delineated in Section 8 of Attachment A the monthly payment due for Core M&O Services shall be reduced by the following amounts effective at the beginning of the next full calendar month after Contractor's shut down of the applicable Managed Application.

- i. ECM Managed Application: \$25,156.25 shall be deducted per month
- ii. OBIEE Managed Application: \$25,156.25 shall be deducted per month
- iii. Upon the time both Managed Applications are shut down the monthly installment for the applicable period in 9.1.c. and/or 9.1.d. shall be reduced by \$50,132.50 per month.

9.2 Discretionary Services

Additional services not explicitly described in Attachment A, but which are approved by a Change Request as referenced in Sections 17 and 25 of Attachment A, include a Not to Exceed (NTE) amount for all such Discretionary Services of \$1,500,000.00 for State Fiscal

Years (SFY) SFY19 and SFY22, an NTE amount for all such Discretionary Services of \$3,000,000.00 for SFY20 and an NTE amount for all such Discretionary Services of \$3,000,000.00 for SFY21. A complete schedule of Discretionary Service funds can be found in the table below in this Section 9.2. Regardless of the start/end date specified in the Change Request, Discretionary Services shall be funded by the Discretionary Services budget allocated for the SFY in which they were completed irrespective of when the work began. For work completed within a specific SFY, Contractor shall invoice and be paid based on the payment terms as set forth in the corresponding Change Request and as agreed to by the parties.

For work started, but not completed within an SFY, Contractor shall proceed with work into the next SFY until work is completed and provide an informational memorandum (attached hereto as Exhibit 6) to the State Authorized Representative no later than May 15th of the current SFY. Such work that spans two SFYs shall be invoiced and paid in accordance with the payment terms as set forth in the Change Request and as agreed to by the parties.

Discretionary Services	Not to Exceed
August 15, 2018 – August 14, 2019	\$1,500,000.00
August 15, 2019 – June 30, 2020	\$3,000,000.00
July 1, 2020 – June 30, 2021	\$3,000,000.00
July 1, 2021 – June 30, 2022**	\$1,500,000.00
Total	\$9,000,000.00
July 1, 2022 – August 14, 2022 (if elected) *	\$1,500,000.00

*Added to account for partial period of SFY if August 15, 2021 – August 14, 2022 option year is elected by State.

**Discretionary Funds for this SFY are available through the Contract end date of August 14, 2021. If State executes the August 15, 2021 – August 14, 2022 option year then the Discretionary Funds for this SFY will be available through June 30, 2022.

9.3 Key Deliverables

- a. Table A – Key Deliverables: (1) the Deliverable Identifier (“Del. #”) Number, (2) Key Deliverable Designation; (3) the Deliverable Name, (4) the DED Submission Timeframe; (5) the Deliverable Submission Timeframe and (6) Deliverable Update Frequency; (7) Deliverable Value; and (8) Incremental Payment Sum (based on Deliverable Update Frequency);
 - All DEDs for Deliverables (Key and Non-Key) require Acceptance by the State.
 - All updates to Key Deliverables and all initial updates to Non-Key Deliverables require Acceptance by the State.
 - All Key Deliverables (as delineated in Table A, Column 2) require Acceptance and approval via electronic sign-off by the State and Contractor. Once the State and Contractor have approved the Deliverable via electronic sign-off, Contractor shall invoice, and State shall pay the Incremental Payment Sum set forth in Table A, Column 8.

Table A: Key Deliverables (August 15, 2016 – August 14, 2018)

Del. #	Key Del.	Deliverable Name	DED Submission Timeframe	Deliverable Submission Timeframe	Deliverable Update Frequency	Deliverable Value	Incremental Payment Sum (based on Update Deliverable Frequency)
1.K01	Yes	Project Management Plan	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	annually	\$200,000.00	\$100,000.00
1.K02	Yes	Disaster Recovery Plan	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	annually	\$200,000.00	\$100,000.00
1.K03	Yes	M&O Manual	3 Weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K04	Yes	M&O Schedule	3 weeks after Contract Effective Date	4 Weeks after DED Approval	monthly	\$300,000.00	\$12,500.00
1.K05	Yes	Architecture Document	6 weeks after Contract Effective Date	4 Weeks after DED Approval	every 6 months	\$300,000.00	\$75,000.00
1.K06	Yes	Availability Plan	6 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K07	Yes	Configuration Management Plan	9 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00
1.K08	Yes	SSP (State Security Plan)	16 weeks after Contract Effective Date	4 Weeks after DED Approval	quarterly	\$300,000.00	\$37,500.00

- b. Table A1 – Key Deliverables: (1) the Deliverable Identifier (“Del. #”) Number, (2) Key Deliverable Designation; (3) the Deliverable Name, (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A1: Key Deliverables – (August 15, 2018 – August 14, 2019)

Del. #	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Update Deliverable Frequency)
1.K01	Yes	Project Management Plan	annually	D-01.3 – 11/01/2018	\$100,000.00	\$100,000.00
1.K02	Yes	Disaster Recovery Plan	annually	D-02.3 – 11/01/2018	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	quarterly	D-03.9 – 10/01/2018 D-03.10 – 01/01/2019 D-03.11 – 04/01/2019 D-03.12 – 07/01/2019	\$150,000.00	\$37,500.00

1.K04	Yes	M&O Schedule	monthly	D-04.25 – 09/01/2018 D-04.26 – 10/01/2018 D-04.27 – 11/01/2018 D-04.28 – 12/01/2018 D-04.29 – 01/01/2019 D-04.30 – 02/01/2019 D-04.31 – 03/01/2019 D-04.32 – 04/01/2019 D-04.33 – 05/01/2019 D-04.34 – 06/01/2019 D-04.35 – 07/01/2019 D-04.36 – 08/01/2019	\$150,000.00	\$12,500.00
1.K05	Yes	Architecture Document	every 6 months	D-05.5 – 12/01/2018 D-05.6 – 06/01/2019	\$150,000.00	\$75,000.00
1.K06	Yes	Availability Plan	quarterly	D-06.9 – 10/01/2018 D-06.10 – 01/01/2019 D-06.11 – 04/01/2019 D-06.12 – 07/01/2019	\$150,000.00	\$37,500.00
1.K07	Yes	Configuration Management Plan	quarterly	D-07.9 – 10/01/2018 D-07.10 – 01/01/2019 D-07.11 – 04/01/2019 D-07.12 – 07/01/2019	\$150,000.00	\$37,500.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.9 – 11/01/2018 D-08.10 – 02/01/2019 D-08.11 – 05/01/2019 D-08.12 – 08/01/2019	\$150,000.00	\$37,500.00

- c. Table A2 – Key Deliverables: (1) the Deliverable Identifier (“Del. #”) Number, (2) Key Deliverable Designation; (3) the Deliverable Name, (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A2: Key Deliverables – (August 15, 2019 – August 14, 2021)

Del. #	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)
1.K02	Yes	Disaster Recovery Plan	annually	D-02.04 – 11/01/2019 D-02.05 – 11/01/2020	\$200,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.13 – 10/01/2019 D-03.14 – 04/01/2020 D-03.15 – 10/01/2020 D-03.16 – 04/01/2021	\$480,000.00	\$120,000.00

1.K05	Yes	Architecture Document	every 6 months	D-05.07 – 12/01/2019 D-05.08 – 06/01/2020 D-05.09 – 12/01/2020 D-05.10 – 06/01/2021	\$480,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.13 – 05/01/2020 D-06.14 – 05/01/2021	\$200,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.13 – 05/01/2020 D-07.14 – 05/01/2021	\$200,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.13 – 11/01/2019 D-08.14 – 02/01/2020 D-08.15 – 05/01/2020 D-08.16 – 08/01/2020 D-08.17 – 11/01/2020 D-08.18 – 02/01/2021 D-08.19 – 05/01/2021 D-08.20 – 08/01/2021	\$240,000.00	\$30,000.00

- d. Table A3 – Key Deliverables: (1) the Deliverable Identifier (“Del. #”) Number, (2) Key Deliverable Designation; (3) the Deliverable Name, (4) Deliverable Update Frequency; (5) Deliverable Value; and (6) Incremental Payment Sum (based on Deliverable Update Frequency).

Table A3: Key Deliverables – (August 15, 2021 – August 14, 2022) (if elected)

Del. #	Key Del.	Deliverable Name	Deliverable Update Frequency	Estimated Deliverable Update Schedule	Deliverable Value	Incremental Payment Sum (based on Deliverable Update Frequency)
1.K02	Yes	Disaster Recovery Plan	annually	D-02.06 – 11/01/2021	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.17 – 10/01/2021 D-03.18 – 04/01/2022	\$240,000.00	\$120,000.00
1.K05	Yes	Architecture Document	every 6 months	D-05.11 – 12/01/2021 D-05.12 – 06/01/2022	\$240,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.15 – 05/01/2022	\$100,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.15 – 05/01/2022	\$100,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.21 – 11/01/2021 D-08.22 – 02/01/2022 D-08.23 – 05/01/2022 D-08.24 – 08/01/2022	\$120,000.00	\$30,000.00

- e. It is understood and agreed that:

- Where applicable, the content of all Deliverables delineated in Table A, Table A1, Table A2, and Table A3 of this Attachment B shall be based upon and therefore substantially similar to the versions of the Deliverables previously delivered to State by Contractor.
- All timelines set forth in Table A of this Attachment B are dependent on Contractor and State adhering to Attachment A, Sections 13, 14 and 15: DED Review and Approval Process, DED Revision Process, and Deliverables Review and Approval Process.
- Notwithstanding the DED Submission Timeframe set forth in Attachment B, Table A above, in the event the Contractor has already drafted a DED that the State has accepted for a specific Deliverable, Contractor will present the existing DED to State in accordance with Attachment A, Section 12 Existing Deliverables/DED Catalog Review within 2 weeks of Contract execution. Upon the State's Acceptance of the existing DED, the timeframe set forth in the Deliverable Submission Timeframe shall commence.
- If the first submission of a monthly or quarterly Deliverable does not align with start of a calendar month or quarter, Contractor shall align the subsequent deliveries with the first of the calendar month or quarterly respectively.
- In the event a DED is not accepted by the State in the timelines in the above Table A of this Attachment B, due to a State Delay, the value associated with the associated Deliverable any outstanding incremental payments tied to the Deliverable will be paid upon Acceptance of the Deliverable in the subsequent payment.
- In the event a DED is not accepted by the State in the timelines in the above Table A of this Attachment B, due to reasons other than a State Delay, the value associated with the associated Deliverable such incremental payments will be redistributed among the remaining Incremental Payment Sums.
- Attachment B, Table A1 Key Deliverables shall continue the existing schedule as set forth in Table A of this Attachment B which are estimated dates and may be updated as agreed upon via the M&O Schedule.
- Attachment B, Table A2 Key Deliverables establishes a new Update Frequency and Update Schedule. Table A3 Key Deliverables shall continue the schedule set forth in Table A2 of this Attachment B which are estimated dates and may be updated as mutually agreed upon by the Parties.

9.4 Premium Processing Development Time and Materials

- a. Contractor shall provide dedicated and part-time resources as needed to provide the services during the period of performance as described in Attachment A, Section 26 Premium Processing Development.
- b. Contractor shall invoice on a time and materials basis against the previously executed CR-046 until \$150,000.00 is expended.
- c. Upon expiration of the \$150,000.00 funding from CR-046, CR-046 shall expire. Contractor shall then continue to perform in accordance to Amendment #3, whereupon, Contractor shall begin invoicing on a time and materials basis, up to a

maximum of \$700,000.00 or until December 31, 2020, whichever occurs first, in accordance with Amendment 3, Attachment A, Section 26 and Attachment B, Rate Card in Table 9.4 Premium Processing Rate Card below.

- d. Invoices shall reference Attachment A, Section 26 Premium Processing and include service dates, description, rate, and hours worked.
- e. Contractor shall retain full discretion over the assignment of its staff in the execution of work requested under Attachment A, Section 26 Premium Processing.
- f. Contractor shall provide services based on the Role Descriptions listed in Table 9.4. Resources may perform tasks including but not limited to those listed in the Role Description column.
- g. Contractor shall provide hourly support at the rates listed in Table 9.4.

Table 9.4 Premium Processing Rate Card

Billing Role	Role Description	CY20 Hourly Rate
Analyst Level 3	<ul style="list-style-type: none"> Provides technical writing and analysis for project deliverables Assists in the production and organization of work products 	\$122
Analyst Level 4	<ul style="list-style-type: none"> Participates in the identification and analysis of functional and technical requirements Produces detailed software design specifications and related artifacts for developers 	\$150
Analyst Level 5	<ul style="list-style-type: none"> Provides leadership and guidance to functional and technical resources regarding project deliverables and work products Consults on the design of business and system architecture 	\$190
Design Development Engineer Level 2	<ul style="list-style-type: none"> Performs basic development for software solutions 	\$137
Design Development Engineer Level 3	<ul style="list-style-type: none"> Performs development for software solutions Consults on technical designs according to industry standards and best practices 	\$183
Design Development Engineer Level 4	<ul style="list-style-type: none"> Applies principles of software engineering to lead the development of software solutions Provides oversight of software coding standards and practices 	\$211

Design Development Engineer Level 6	<ul style="list-style-type: none">• Directs development team and provides leadership and guidance to functional and technical resources regarding project deliverables and work product• Provides strategic direction and oversight on the design of business and system architecture	\$272
Senior Program Administration Specialist	<ul style="list-style-type: none">• Provides project management support	\$143
Project Manager	<ul style="list-style-type: none">• Applies programmatic oversight and ensures project management principles are leveraged throughout• Manages project scope, schedule, and budget through CR lifecycle	\$245
Senior Comp Security Systems Specialist	<ul style="list-style-type: none">• Applies security principles to inform the design and development of software solutions• Provides oversight of software coding standards and practices	\$190
Quality Assurance Specialist	<ul style="list-style-type: none">• Participates in the identification and analysis of functional and technical requirements• Assists in the execution of test cases	\$122
Quality Assurance Manager	<ul style="list-style-type: none">• Provides overall direction for quality management• Assists in the planning and execution of test cases	\$150

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.

Child Support (Applicable to natural persons only; not applicable to corporations, partnerships or LLCs). Contractor is under no obligation to pay child support or is in good standing with respect to or in full compliance with a plan to pay any and all child support payable under a support order as of the date of this amendment.

Certification Regarding Suspension or Debarment. Contractor certifies under the pains and penalties of perjury that, as of the date this contract amendment is signed, neither Contractor nor Contractor'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.

Contractor further certifies under pains and penalties of perjury that, as of the date this contract amendment is signed, Contractor is not presently debarred, suspended, nor named on the State's

debarment list at: <http://bgs.vermont.gov/purchasing-contracting/debarment>

SOV Cybersecurity Standard 19-01. All products and service provided to or for the use of the State under this Contract shall be in compliance with State of Vermont Cybersecurity Standard 19-01 and Cybersecurity Standard 19-01 Update dated February 19, 2019, which Contractor acknowledges has been provided to it, and is available on-line at the following URL: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>

This document consists of 15 pages. Except as modified by this Amendment No. 3, all provisions of the Contract remain in full force and effect.

The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment No.3 to the Contract.

STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS

CONTRACTOR
OPTUMINSIGHT, INC.

E-SIGNED by Cory Gustafson
on 2020-02-03 17:02:25 GMT

February 03, 2020

Cory Gustafson, Commissioner Date
NOB 1 South
280 State Drive
Waterbury, VT 05671-1010
Phone: 802-241-0246
Email: Cory.Gustafson@vermont.gov

E-SIGNED by Paul Miller
on 2020-02-03 15:56:45 GMT

February 03, 2020

Paul M. Miller, Vice President Finance Date
Optum Corporate Finance
11000 Optum Circle
Eden Prairie, MN 55344
Phone: 952-205-6089
Email: paul.m.miller@optum.com

**Exhibit 1: Quality Assurance Surveillance Plan (QASP) for Amendment 3, Section 26
Premium Processing Development**

INTRODUCTION

This Quality Assurance Surveillance Plan (QASP) has been developed to evaluate Contractor actions while implementing the Statement of Objectives. It is designed to provide an effective method of monitoring Contractor performance for each listed objective on the Performance Requirements Matrix. It also provides a systematic method to evaluate the services the Contractor is required to furnish.

STANDARD

The Contractor is responsible for management and quality control actions to meet the terms of the contract. The role of the Product Owner (PO) and Vermont Product Team is quality assurance to ensure contract standards are achieved.

The Contractor shall perform all work required in a satisfactory manner in accordance with the requirements of the contract. The Contractor shall notify the Product Owner for appropriate action if it is likely that the Contractor will not achieve successful final delivery of the software code in accordance with the performance objectives and acceptable quality levels (AQLs) identified below.

PERFORMANCE REQUIREMENTS MATRIX

The Vermont Product Team will evaluate the performance objectives reflected below by reviews and acceptance of work products and services. As indicated, the Vermont Product Team will assess progress towards the final delivered software code. Note that the performance requirements listed below are required for the final deliverables. However, the incremental delivery of code will be assessed by the Vermont Product Team to ensure that the Contractor is on a path to successful final delivery.

Contractor Deliverable	Contractor Performance Standards(s)	Contractor Acceptable Quality Level	State Method of Assessment
Tested Code	Code delivered under the contract must have substantial test code coverage and a clean code base.	Minimum of 90% test coverage of all code.	Combination of manual review and automated testing.
Properly Styled Code	GSA 18F Front End Guide for any Portal work as well as BPEL best practice in code styling for SOA and proprietary Siebel coding language.	0 linting errors and 0 warnings for any Portal work as well as Adherence to BPEL and Siebel code best practices.	Combination of manual review and automated testing.

Accessible	Web Content Accessibility Guidelines 2.1 AA (WCAG 2.1 AA) standards for any Portal work.	0 errors reported for WCAG 2.1 AA standards using an automated scanner and 0 errors reported in manual testing for any Portal work.	https://github.com/pally/pally
Deployed	Code must successfully build and deploy into testing environment(s) and must be compatible with data schemas used in production. If data schemas are not available, code must successfully build and deploy into production environment.	Successful build and deployment with deployment completion notification.	Combination of manual review and automated testing.
Documentation	All dependencies are listed, and the licenses are documented. Major functionality in the software/source code is documented.	Individual methods are documented inline using comments that permit the use of tools such as JsDoc. System diagram is provided.	Combination of manual review and automated testing, if available.
Secure	OWASP Application Security Verification Standard 3.0 and meet the requirements of an application in a CMS MARS-E compliant environment.	Code submitted must be free of medium- and high-level static and dynamic security vulnerabilities	Clean tests from a static testing SaaS (such as Veracode or Snyk) and from OWASP ZAP, along with documentation explaining any false positives
User Research and Design Artifacts	Initial and subsequent user workflow design activities must be conducted and reviewed at regular intervals throughout the development process (not just at the beginning or end) to ensure the user needs are well understood and that the design solution works well for users.	Vendor shall work with the State to establish a user workflow design creation and review timeline for the project and add those to the project plan.	Participation and manual review of workflow designs.

PROCEDURES

Delivery of all software assets will occur by pull request from the Contractor's repository to the appropriate Vermont repository. If inspection results are satisfactory, the pull request will be

merged; otherwise, deficiencies will be noted in the pull request or through issues as described below. The Vermont Product Team and PO may find the delivery satisfactory even though further work is required.

The Vermont Product Team will review the related functionality to ensure compliance with acceptance criteria and requirements of the user stories. All clarifications and changes to the user stories that are agreed upon are documented in the issue tracker. Incomplete or inadequate code and user stories will be noted in a mutually agreed-upon issue tracker with links to each issue shared with the PO. The Contractor may respond in that tracker as appropriate, addressing the accuracy and validity of the defect as well as any planned corrective action (if not already noted). The issue tracker will be updated as revised acceptance criteria are added to the incomplete backlog items as part of the backlog grooming process. The Contractor's team will discuss and document actions to prevent recurrence.

At the conclusion of the period of performance, the Vermont Product Team will follow a similar procedure to document discrepancies and to assess overall performance.

ACCEPTANCE OF SERVICES

The Product Owner shall review all work products for compliance with performance standards described in the SOO and monitoring procedures described in this QASP. The PO shall not accept work products for the contract until all defects have been corrected.