

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 July 1, 2023 (Amendment No. 6) as follows:

- I. Maximum Amount.** The maximum amount payable under the Contract, wherever such reference appears in the Contract, shall be changed from \$95,793,610.00 to \$109,557,610.00, representing an increase of \$13,764,000.00.
- II. Contract Term.** The Contract end date, wherever such reference appears in the Contract, shall be changed from August 14, 2023 to August 14, 2024.
- III. Attachments:** The list of attachments in Section 8 of the Contract originally appearing on Page 1 of the base agreement is hereby deleted and replaced as set forth below:

8. Attachments: This Contract consists of the following attachments which are incorporated herein:

Attachment A – Specifications of Work to Be Performed

- Exhibit 1 – State Requirements and Contractor’s Responsibilities listed by Service
- Exhibit 2 – Service Level Agreements and Service Level Credits
- Exhibit 3 – Security Policies
- Exhibit 4 – Deliverable Best Practices
- Exhibit 5 – Standard Form Template Quality Assurance Surveillance Plan (QASP)
- Exhibit 6 – Informational Memorandum
- Exhibit 7 – QASP for Section 26 Premium Processing Development

Attachment B – Payment Provisions

Attachment C – State Standard Provisions for Contracts and Grants

Attachment D – Other Terms and Conditions

Attachment E – Business Associate Agreement

Attachment F – AHS’ Customary Contract Provisions

Attachment G – Modifications of Customary Provisions of Attachment F

Attachment H – Federal Terms Supplement

Appendix I – Subcontractor Approval Form

- IV. Order of Precedence:** The order of precedence in Section 9 of the Contract originally appearing on Page 2 of the base agreement is hereby deleted and replaced as set forth below:

9. **Order of Precedence:** Any ambiguity, conflict or inconsistency in the Contract Documents shall be resolved according to the following order of precedence:

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- 1) This document
- 2) Attachment D (Other Terms and Conditions)
- 3) Attachment C (Standard State Provisions for Contracts and Grants)
- 4) Attachment H
- 5) Attachment A (with Exhibits)
- 6) Attachment B
- 7) Attachment E
- 8) Attachment G (Modifications to Attachment F)
- 9) Attachment F
- 10) Other attachments

V. Attachment A, Specifications of Work to be Performed.

- i. **Attachment A, Section 1. THE CONTACTS FOR THIS CONTRACT ARE AS FOLLOWS is hereby deleted in its entirety and replaced with language as set forth below:**

	State Fiscal Manager	Authorized State Representative	For the Contractor
Name:	Meaghan Kelley	Grant Steffens-Hodgkins	Scott Cerreta
Phone:	(802) 241-0393	(802) 585-4962	(802) 654-0206
E-Mail:	Meaghan.Kelley@vermont.gov	Grant.SteffensHodgkins@vermont.gov	Scott.Cerreta@optum.com
	DVHA Contract Owner		
Name:	Dan Fay		
Phone:	(802) 557-7523		
E-Mail:	Daniel.Fay@vermont.gov		

- ii. **Attachment A, Section 6.4.2, Paragraph (6) SSP (State Security Plan) is hereby deleted in its entirety and replaced with the language as set forth below:**

(6) SSP (State Security Plan)

Contractor shall, in consultation with the State or its designated Third-Party Contractor, accurately document in the SSP those implementation details as defined and required by MARS-E Version 2.2 which are in-scope for this M&O Contract #31750 for those Environments where VHC production data resides. The State will review and approve the finalized SSP.

- i. State Security Plan Supporting Artifacts - Contractor shall maintain an accurate set of compliance artifacts required per Part D of the MARS-E Version 2.2 SSP entitled, "SSP Attachments."
- ii. State Security Plan Support - Contractor shall provide written descriptions and/or participate in interviews with the State or the State's designated Third Party for the purpose of accurately documenting the control implementations as required by CMS MARS-E Version 2.2 and IRS Publication 1075 (Nov.

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2021). Contractor shall be responsible for providing control implementation descriptions for all controls within CMS MARS-E Version 2.2 and IRS Publication 1075 (Nov. 2021). Control descriptions shall be reviewed and updated by the Contractor at a minimum annually and as needed as a result of any significant change to the environment as defined by CMS.

- iii. Attachment A, Section 8.2, Business Intelligence (OBIEE) is hereby deleted in its entirety and replaced with the language as set forth below:**

8.2 Business Intelligence (OBIEE)

After deployment of the State's business intelligence reporting external system, a Third-Party Software, into the Production environment, the State shall submit a written request to the Contractor to shut down the existing OBIEE Managed Application. The Oracle Data Integrator (ODI) component of OBIEE shall be shut down and Oracle Business Intelligence Publisher (BIP) shall be retained for Notice generation. Contractor shall shut down the OBIEE Managed Application within 10 business days of receiving the State's request, unless otherwise mutually agreed in writing by Contractor and State.

A separate request to the Hosting vendor will be required from State to decommission the corresponding servers for the identified Managed Application.

Effective as of the next calendar month, after the month in which Contractor shuts down the OBIEE Managed Application, the Core M&O Services monthly fee shall be reduced by the amount listed in Section 9.1.f. of Attachment B, and the OBIEE Managed Application's scope shall be deemed modified as follows:

- a) "Business Intelligence (OBIEE)" will no longer be an HSEP Managed Application; and
- b) The following requirements will be added to Exhibit 1 to this Attachment A:

Functional Area	Sub Area	Req. #	Requirement
Reporting Integration	General Requirements	11.000	Contractor shall maintain configurations and management of Oracle Online Transaction Processing (OLTP) database to generate transaction archive logs and allow Third Party Vendor pull of transaction archive logs into the AWS Cloud reporting instances.
Reporting Integration	General Requirements	11.001	Contractor shall manage and monitor availability, reliability and performance of transaction archive log generation and retention for the defined database tables for a duration of 24 hours.
Reporting Integration	General Requirements	11.002	Contractor shall maintain configuration of database, defined database tables, and associated meta information to allow Third Party Vendor data pull.
Reporting Integration	General Requirements	11.003	The Contractor shall participate in any required governance and change management process as required by State.
Reporting Integration	General Requirements	11.004	Maintain and operate the three OLTP database instance configurations (DEV4, Stage, and Production) for Third Party Vendor connections,

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			including the maintenance and operation of a mechanism by which data can be pulled into corresponding AWS Cloud instances.
Reporting Integration	General Requirements	11.005	The Contractor shall support the troubleshooting and triage of database issues with Third Party Vendor connections.
Reporting Integration	Integration Scripts	11.006	Contractor shall maintain, triage, and support outbound reporting integration scripts for CMS SBMI, CMS SBMR, CMS SBMS, CMS EPS, CMS PPR, 1095A EOY, and 1095A EOM file(s). Contractor shall transmit files to CMS and remove files after successful transmission to CMS Hub.
Reporting Integration	Integration Scripts	11.007	Contractor shall maintain, triage, and support scripts for CMS SBMI, CMS SBMR, CMS SBMS, CMS EPS, CMS PPR, 1095A ACK, 1095 NACK, 1095A EOY response, and 1095A EOM response file(s). Contractor shall pull CMS response files to mutually agreed locations, and remove files after successful transmission from CMS Hub.
Reporting Integration	Integration Scripts	11.008	Contractor shall ensure reporting integration scripts will execute every fifteen (15) minutes except during maintenance windows and system outages, cancel attempt if CMS Hub has not made a timely successful connection, and automatically restart after system downtime or outage.
Reporting Integration	Integration Scripts	11.009	Contractor shall ensure reporting integration scripts create a log record of: <ul style="list-style-type: none"> • Transactions; • Failures including timestamp; and • Reconnection attempts.
Reporting Integration	Integration Scripts	11.010	Contractor shall support the transmission of the mutually agreed reporting integration scripts documented in the State's System Design Document for the files, including but not limited to: <ul style="list-style-type: none"> • CMS SBMI files; • CMS 1095A EOY files; • CMS 1095A EOM files; • CMS SBMR files; • CMS SBMS files; • CMS EPS files; • CMS PPR trigger files; • CMS PPR files; • 1095A ACK files; • 1095A NAK files; and • 1095A EOY Response files.

VI. Attachment A, Exhibit 1 Contractor's Responsibilities by Functional Area.

- i. **Attachment A, Exhibit 1, Requirement #14.014 is hereby deleted in its entirety and replaced with language as set forth below:**

Functional Area	Sub Area	Req. #	Requirement
Security Services	General Requirements	14.014	Comply with <i>Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information</i> (IRS Pub. 1075) (Nov. 2021) in accordance with the terms defined in Exhibit 3 Security Policies.

VII. Attachment A, Exhibit 2 Service Level Agreements.

- i. **Attachment A, Exhibit 2, Section 6 Plan of Action and Milestones (POA&M) Remediation Requirements and Credits is hereby deleted in its entirety and replaced with the language as set forth below:**

6 Plan of Action and Milestones (POA&M) Remediation Requirements and Credits

The POA&M is a remedial action plan which documents weaknesses, risk rankings, and planned progress milestones towards remediation activities. Contractor shall follow CMS guidance for POA&M documentation.

Contractor shall complete the exercise in *Table 1 – POA&M Service Level Requirements*, below, for every newly identified POA&M item during the term of the Contract within Contractor’s responsibility. Table 1 provides the Service Level requirements for POA&M items.

Commencement Phase: The first date in which parties begin to meet post Identification. Commencement Phase ends upon Contractor acceptance of responsibility, weakness is validated, risk determined to calculate expected completion date, preliminary milestones, dates, and resources are provided, at which point Remediation Status begins.

Controls: The MARS-E version 2.0 security controls are in scope for assessments under this Service Level, until August 1, 2022, the effective date of MARS-E version 2.2 at which point MARS-E version 2.2 will become the security controls that are in scope for assessment under this Service Level.

Identification Date: The date when a weakness is identified by either party, but it is not yet determined to be Contractor’s Responsibility.

Remediation Status: The time period from end of Commencement Phase to Remediation Date, which is the period of time used to measure the Service Level Metric.

Remediation Date: The date upon which a POA&M item is sent by Contractor to the State in a pending closed status. POA&M item is still subject to State and CMS review/approval, but the Service Level Metric would pause once a pending closed status is sent by Contractor. Should State/CMS reject the remediation plan, Contractor would have an additional 30 days from date of notice of rejection to perform additional remediation activities prior to the Service Level Metric starting again.

Service Level Metric for POA&M Entries: The amount of time measured between end of Commencement Phase and Remediation Date of a POA&M item based on the risk type.

Table 1 – POA&M Service Level Requirements

Service Level			
Commencement	Remediation Status	Data Sources	Service Level Metric
<p>Upon the Identification Date of a weakness against Controls, Contractor and State will initiate the Commencement phase.</p> <p>Initiate Commencement Phase - the following 3 steps must occur within 30 calendar days unless excused performance or otherwise agreed to by the parties:</p> <p>(1) State and Contractor meet to validate identified weakness, determine ownership, and assess risk level;</p> <p>(2) Contractor will draft and submit plans of action milestones, target completion dates for each milestone, and resources required;</p> <p>(3) The State will confirm acceptance of contractor POA&M data submission(s), providing risk ranking changes (if necessary) and initiate entry to State.</p>	<p>Period of time that begins upon completion of Commencement Phase, where Contractor will engage in Remediation activities, updating State throughout the process. State will update the POA&M as appropriate until Remediation Date.</p>	<p>Data sources used in assessments against the Controls include the following:</p> <ul style="list-style-type: none"> • independent assessments • self-attestations • vulnerability assessments • pen test or • incident/risk reports 	<p>Contractor shall Remediate the severity of risk as follows unless as otherwise agreed to by both parties*:</p> <p>Critical ranked risks – shall not exceed more than 15 days* in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date).</p> <p>High ranked risks – shall not exceed more than 30 days* in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date).</p> <p>Moderate ranked risks – shall not exceed more than 90 days* in Remediation Status (period of time from the</p>

			<p>end of the Commencement Phase to Remediation Date).</p> <p>Low ranked risk – shall not exceed more than 365 days* in Remediation Status (period of time from the end of the Commencement Phase to Remediation Date).</p>
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* The parties shall use their best efforts to determine during the Commencement Phase whether additional time is needed to remediate/mitigate a POA&M beyond its risk level based target Remediation Date; e.g. other project/technology dependencies. In some instances, circumstances may arise during the Remediation Phase that prevent remediation of the POA&M. The parties shall use their best efforts to determine as early as possible during the Remediation Phase whether additional time is needed to remediate/mitigate a weakness. The parties may then mutually agree to pause the SLA and/or perform a risk acceptance to ensure the continued operations and supportability of the system. In either event, if additional time is needed the justification with a modified estimated completion date shall be documented in the POA&M in the Changes to Milestones and Comment fields.

Service Level Credits

Service Level	
Service Level Credit	0.25% reduction of the monthly invoice in which a Service Level default occurs for each time where a POA&M Service Level Metric in Table 1 is not met, with a maximum of up to 3% reduction of the monthly invoice per month.

VIII. Attachment A, Exhibit 3 Security Policies. The Exhibit 3 to Attachment A is hereby deleted and replaced with the revised Exhibit 3 as set forth in this Amendment as Attachment 1.

IX. Attachment B, Payment Provisions. Attachment B is hereby deleted and replaced with the revised Attachment B as set forth in this Amendment as Attachment 2.

X. Attachment D, Other Terms and Conditions.

- i. Attachment D, Section 12.2 is hereby deleted in its entirety and replaced with the language as set forth below:**

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12.2 Confidentiality of State Information. In performance of this Contract, and any exhibit or schedule hereunder, the Party acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law. In addition to the provisions of this Section, the Party shall execute the Business Associate Agreement attached as Attachment E. Before receiving or controlling State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. State Data that is personally identifiable information as defined in 9 V.S.A. 2430, "Protected Health Information" as defined under 45 CFR 160.103, Federal Tax Information as defined by IRS Publication 1075 (Nov. 2021) and any other State information which may be exempt from disclosure under 3 V.S.A 317 (together, "State Data") shall not be stored, accessed from, or transferred to any location outside the United States. Notwithstanding the foregoing, it is understood Contractor, or its affiliates or agents performing services hereunder outside of the United States, will have access to passwords, access codes, user identifications, security procedures or similar information to perform services under the Contract.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data received and collected by Contractor in connection with this Contract. The Contractor agrees not to publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form or authorize or permit others to do so. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall use State Data only for the purposes of and in accordance with this Contract. The Contractor shall provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information.

Contractor shall cause all Contractor Personnel charged with performing Services in connection with this Contract, or who are otherwise in a position to obtain or be granted access to State Information, to execute a non-disclosure agreement or the like in a form acceptable to the State. Contractor shall require that all Contractor Personnel comply with the provisions of the non-disclosure agreement and Contractor is responsible for any failure of any Contractor Personnel to comply with all such provisions.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

ii. Attachment D, Section 13 is hereby deleted in its entirety and replaced with the language as set forth below:

13. SECURITY OF STATE INFORMATION.

For purposes of the Services performed hereunder, the Contractor shall follow the existing State control framework including industry standard administrative, technical, and physical safeguards and controls consistent with current version of CMS MARS-E (version 2.2), current version of IRS 1075 (Nov. 2021) and Federal Information Processing Standards Publication 200 and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. The Contractor will utilize State technical, operational and management measures to include at a minimum: (1) multiple levels of authentication controls to permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information

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(whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) access State information systems through a secure encrypted network connection to State networks where provided by the State ; (4) measures to store in a secure fashion all State Data which shall include multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis. In no event shall Contractor be liable for any non-compliance related to NIST standards that arises out of products or services to the extent such products or services fall within the State's responsibility or the responsibility of a subcontractor of the State (other than Contractor under this or any other agreement with the State).

Throughout the Term, Contractor comply with all information/technology control policies and standards applicable to the security of data, including, but not limited to, the Data Security Standards, the Insurance Industry Regulations, and Exhibit 3, Security Policies to Attachment A. If, as a result of an on-site review or audit performed in accordance with this Contract, Contractor is found not to be in compliance with such policies or standards, then Contractor shall, at its expense, take appropriate steps to promptly correct such non-compliance. Failure to promptly take reasonable steps to remediate, shall be a material breach of this Contract.

Contractor shall cause its subcontractors and agents to comply with all information/technology control policies and standards applicable to the security of data, including, but not limited to, the Data Security Standards, the Insurance Industry Regulations, and Exhibit 3, Security Policies to Attachment A, only if and to the extent the subcontractor's scope of work, as structured by Contractor, requires adherence to the foregoing. If it is unable to do so, it shall immediately notify the State and, in consultation with the State, cause such subcontractors or agents to comply with mutually acceptable security standards.

iii. Attachment D, Section 28 is hereby added with the language as set forth below:

28. IRS TERMS IF FEDERAL TAX INFO WILL BE PROCESSED OR STORED (Per IRS Publication 1075).

To the extent Contractor's performance under this Contract involves the processing or storage of Federal tax information, then, pursuant to IRS Publication 1075, the following provisions shall apply in addition to any other security standard requirements set forth in this Contract:

28.1 PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by officers or employees with the following requirements:

(i) All work will be performed under the supervision of the Contractor.

(ii) The Contractor and Contractor's officers or employees to be authorized access to FTI must meet background check requirements defined in IRS Publication 1075. Contractor will maintain a list of officers or employees authorized access to FTI. Such list will be provided to the agency and, upon request, to the IRS.

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(iii) FTI in hardcopy or electronic format shall be used only for the purpose of carrying out the provisions of this contract. FTI in any format shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection or disclosure of FTI to anyone other than the contractor or the contractor's officers or employees authorized is prohibited.

(iv) FTI will be accounted for upon receipt and properly stored before, during, and after processing. In addition, any related output and products require the same level of protection as required for the source material.

(v) The contractor will certify that FTI processed during the performance of this contract will be completely purged from all physical and electronic data storage with no output to be retained by the contractor at the time the work is completed. If immediate purging of physical and electronic data storage is not possible, the contractor will certify that any FTI in physical or electronic storage will remain safeguarded to prevent unauthorized disclosures.

(vi) Any spoilage or any intermediate hard copy printout that may result during the processing of FTI will be given to the agency. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts and will provide the agency with a statement containing the date of destruction, description of material destroyed, and the destruction method.

(vii) All computer systems receiving, processing, storing, or transmitting FTI must meet the requirements in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

(viii) No work involving FTI furnished under this contract will be subcontracted without the prior written approval of the IRS.

(ix) Contractor will ensure that the terms of FTI safeguards described herein are included, without modification, in any approved subcontract for work involving FTI.

(x) To the extent the terms, provisions, duties, requirements, and obligations of this contract apply to performing services with FTI, the contractor shall assume toward the subcontractor all obligations, duties and responsibilities that the agency under this contract assumes toward the contractor, and the subcontractor shall assume toward the contractor all the same obligations, duties and responsibilities which the contractor assumes toward the agency under this contract.

(xi) In addition to the subcontractor's obligations and duties under an approved subcontract, the terms and conditions of this contract apply to the subcontractor, and the subcontractor is bound and obligated to the contractor hereunder by the same terms and conditions by which the contractor is bound and obligated to the agency under this contract.

(xii) For purposes of this contract, the term “contractor” includes any officer or employee of the contractor with access to or who uses FTI, and the term “subcontractor” includes any officer or employee of the subcontractor with access to or who uses FTI.

(xii) The agency will have the right to void the contract if the contractor fails to meet the terms of FTI safeguards described herein.

28.2 CRIMINAL/CIVIL SANCTIONS.

(i) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that FTI disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any FTI for a purpose not authorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution.

(ii) Each officer or employee of a contractor to whom FTI is or may be accessible shall be notified in writing that FTI accessible to such officer or employee may be accessed only for a purpose and to the extent authorized herein, and that access/inspection of FTI without an official need-to-know for a purpose not authorized herein constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution.

(iii) Each officer or employee of a contractor to whom FTI is or may be disclosed shall be notified in writing that any such unauthorized access, inspection or disclosure of FTI may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of \$1,000 for each unauthorized access, inspection, or disclosure, or the sum of actual damages sustained as a result of such unauthorized access, inspection, or disclosure, plus in the case of a willful unauthorized access, inspection, or disclosure or an unauthorized access/inspection or disclosure which is the result of gross negligence, punitive damages, plus the cost of the action. These penalties are prescribed by IRC sections 7213, 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.

(iv) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

(v) Granting a contractor access to FTI must be preceded by certifying that each officer or employee understands the agency’s security policy and procedures for safeguarding FTI. A contractor and each officer or employee must maintain their authorization to access FTI through annual recertification of their understanding of the agency’s security policy and

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procedures for safeguarding FTI. The initial certification and recertifications must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, a contractor and each officer or employee must be advised of the provisions of IRC sections 7213, 7213A, and 7431 (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training on the agency's security policy and procedures provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For the initial certification and the annual recertifications, the contractor and each officer or employee must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

28.3 INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. Based on the inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with FTI safeguard requirements.

iv. Attachment D, Section 29 is hereby added with the language as set forth below:

29. FEDERAL TAX INFORMATION BACKGROUND CHECK REQUIREMENTS.

State shall conduct a background check of Contractor Personnel and subcontractors prior to granting access to FTI through State. Contractor Personnel and subcontractors who may be granted access to FTI through State shall submit their fingerprints to the Vermont Crime Information Center (VCIC) in accordance with State's FTI Background Check and Fingerprinting Manual, dated February 2023, (Manual) to allow State to obtain their fingerprint supported criminal background records and conduct a background investigation in accordance with 3 V.S.A. § 241. Contractor shall validate the subject's eligibility to work legally in the United States in accordance with IRS Pub. 1075 and notify State of such validation. State shall conduct periodic reinvestigations of Contractor's Personnel or subcontractors to whom access to FTI is granted in accordance with state and federal law, policy, or guidance, which shall be approximately once every five years after the date of first background check. State may amend the Manual to align with changes in federal or state law, regulation, or guidance. If State amends the Manual during the term of this Contract, Contractor shall be provided 30 days to assess the impact, if any, on its price and schedule obligations.

XI. Miscellaneous Provisions. The following provisions are included in this Amendment:

Taxes Due to the State. Contractor further 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

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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 that 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>.

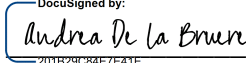
Cybersecurity Standard Update 2022-01: Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard Update 2022-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at: <https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives>.

This document consists of 28 pages. Except as modified by this Amendment No. 6, all provisions of the Contract remain in full force and effect.

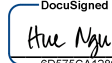
The signatures of the undersigned indicate that each has read and agrees to be bound by this Amendment No. 6 to the Contract.

**STATE OF VERMONT
DEPARTMENT OF VERMONT HEALTH ACCESS**

**CONTRACTOR
OPTUMINSIGHT, INC.**

DocuSigned by:
 7/10/2023
201B29C8E7E41E...

Andrea DeLaBruere, Commissioner Date
NOB 1 South
280 State Drive
Waterbury, VT 05671-1010
Phone: 802-503-7482
Email: Andrea.DeLaBruere@vermont.gov

DocuSigned by:
 7/10/2023
6D575CA1286F4B9...

Hue Ngu, Director Finance Date
Optum Corporate Finance
11000 Optum Circle
Eden Prairie, MN 55344
Phone : 952-205-6089
Email : Hue.Ngu@optum.com

Attachment 1

**EXHIBIT 3 TO ATTACHMENT A
SECURITY POLICIES**

Contractor and its permitted assignees and subcontractors shall comply with information/technology control policies and standards applicable to the security of data for the Services provided under this Contract as listed below. If the below policies or procedures are changed by the State or the issuing body and the State desires to apply such changes to Contractor, Contractor shall be provided an opportunity to assess the impact, if any, on its price and schedule obligations. Contractor's compliance may be subject to the Change Order procedure set forth in this Contract.

1. Compliance with CMS' Minimum Acceptable Risk Standards for Health Insurance Exchanges (MARS-E) Version 2.0. It is understood that an updated version of MARS-E was recently released and will become effective on August 1, 2022, where such version is to be called Version 2.2 and shall supersede Version 2.0. Contractor has performed an initial review of the updated controls and shall, in collaboration with the State, implement controls and safeguards to achieve and maintain, within the scope of this Contract, compliance with MARS-E Version 2.2. as it applies to Contractor's support of the HSEP Managed Applications. To the extent remediation of the existing system is necessary for compliance, the parties will identify such remediation on or before June 30, 2022 or by such date as otherwise mutually agreed where any such remediation shall then be addressed via the Change Order process to account for the additional scope, cost, and time required to comply.
2. State of Vermont Security Policies, adopted by the State Agency of Digital Services, the Agency of Human Services Security Policies, and the Vermont Health Connect Policies and procedures, but only if and to the extent such policies and procedures: (a) apply to Contractor's scope of work; (b) have been provided in writing or a link thereto has been provided to Contractor; and (c) if such policies or procedures are changed by the State and the State desires to apply such changes to Contractor, State shall provide copies of the updated policies or procedures and Contractor shall be provided an opportunity to assess the impact, if any, on its price and schedule obligations, where Contractor's compliance may be subject to the Change Order procedure set forth in this Contract.
3. Compliance with 45 CFR 155.1210.
4. Internal Revenue Service Tax Information Security Guidelines for Federal, State and Local Agencies, Safeguards for Protecting Federal Tax Returns and Return Information (IRS Publication 1075) (Nov. 2016). It is understood that an updated version of IRS Publication 1075 was recently released where such version is dated Nov. 2021 and shall supersede the version dated Nov. 2016. Contractor has performed an initial review of the updated controls and shall, in collaboration with State, implement controls and safeguards to achieve and maintain, within the scope of this Contract, compliance with IRS Publication 1075 (Nov. 2021) as it applies to Contractor's support of the HSEP Managed Applications. To the extent remediation of the existing system is necessary for compliance, the parties will identify such remediation on or before June 30, 2022 or by such date as otherwise mutually agreed where any such remediation shall then be addressed via the Change Order process to

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account for the additional scope, cost, and time required to comply.

5. HIPAA Security and Privacy Rules as amended by HITECH, as amended from time to time, and relevant CMS Regulations regarding HIPAA and Information Technology, but only if and to the extent such rules and regulations apply to Contractor's scope of work.
6. Prior to placement of Contractor Personnel on the project, the State will provide the appropriate level of privacy and security compliance training to Contractor Personnel as deemed necessary by the State at State's sole cost and expense.
7. Security measures requested by the State necessary to provide access to any State Facilities.
8. Contractor agrees to participate in IRS Publication 1075 and MARS-E assessments (such as self-attestations). Effective August 1, 2022 such assessments will be conducted against IRS Publication 1075 (Nov. 2021) and MARS-E Version 2.2, which supersede their prior versions (IRS Publication 1075 (Nov. 2016) and MARS-E Version 2.0) respectively so that the necessary controls are in place and provide the necessary security deliverables related to these assessments but only if and to the extent such rules and regulations: (a) apply to Contractor's scope of work; and (b) when assessment/audit events are identified outside the anticipated audits as described below. Contractor shall be provided an opportunity to assess the impact, if any, on its price and schedule obligations, where Contractor's compliance may be subject to the Change Order procedure set forth in this Contract.

Anticipated assessment audits during the Contract term are as follows:

- Independent Assessment Audit of the 3 sites containing live data for the Authority to Connect (ATC), as needed on a date to be determined by the parties in approximately Q3 2023.
- Independent Assessment, in lieu of self-attestation due on a date to be determined by the parties in approximately the third calendar quarter annually.
- A potential IRS Safeguards audit of the 3 sites containing FTI data provided IRS determines the date to be scheduled is prior to the Contract end date of 8/14/2024.

Attachment 2

ATTACHMENT B – PAYMENT PROVISIONS

The maximum dollar amount payable under this Contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually performed as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this Contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
 - a. A certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
 - b. A current IRS Form W-9 (signed within the last six months).
2. Payment terms are NET 30 calendar days from date of invoice; payments against this Contract will comply with the State's payment terms.
3. Invoices must be rendered on Contractor's standard billhead or official letterhead. Contractor shall submit invoicing on a monthly basis. Invoices shall reference this contract number, include date of submission, invoice number, and amount billed for each budget line and total amount billed.
4. The payment schedule for delivered services is included in this Attachment B. Contractor shall submit invoices on a template to be mutually agreed to between Contractor and the State. For each Deliverable requiring Acceptance, the State shall approve via the electronic sign-off process in a deliverable acceptance document, which shall constitute Acceptance of each individual Deliverable. For Contractor to receive the Incremental Payment Sum for the Key Deliverables (as delineated in this Attachment B), Contractor shall include the associated deliverable acceptance document signed by the State in the invoice submission.
5. Invoices shall be submitted to the State at the following address:
AHS.DVHAInvoices@vermont.gov
6. Contractor will work with State Contract Manager to have the invoice approved before sending it to the person listed above.
7. Contractor shall be paid based on documentation and itemization of work performed and included in invoicing as required by 32 V.S.A. § 463. Invoicing must contain a summary of the M&O Services and Deliverables, where the detail underlying such summary shall be as set forth herein:
 - a. For M&O Services, the invoice shall reference the M&O Services fee in the applicable calendar month, along with an itemization of any Service Level Credits applicable for the month in question, where such Service Level Credits shall be calculated in accordance with Exhibit 2.
 - b. For Discretionary Services, the invoice shall reference the Discretionary Service Request name and number, dates of service, and invoice amount. Discretionary services shall be

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invoiced based upon payment terms as set forth in the corresponding Change Request and as agreed to by the parties.

c. For Key Deliverables, the invoice shall reference the Key Deliverable Name and Number and shall include the associated deliverable acceptance document signed by the State in the invoice submission.

d. For invoices that include DDI Activities, the invoice shall reflect the portion of Contractor services that are DDI Activities as outlined in a Change Request agreed to by the parties.

8. All fees in this Contract are inclusive of expenses and travel. There will be no reimbursement of expenses for travel, mileage, meals, or any other expenses under this Contract.
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
Core M&O Services: August 15, 2021 – August 14, 2023	\$22,023,387.00
Core M&O Services: August 15, 2023 – August 14, 2024	\$11,364,000.00
Discretionary Funds**	\$13,500,000.00
Key Deliverables*	\$7,800,000.00
Premium Processing Time and Materials Not to Exceed	\$915,000.00
Total Pricing Through August 14, 2024**	\$109,557,610.00

*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, the \$1,800,000.00 outlined in Table A3, and the \$900,000.00 outlined in Table A4.

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

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.

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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, 2023

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: \$899,000.00 per month
- ii. January 1, 2022 – August 14, 2023: \$922,000.00 per month

e. August 15, 2023 – August 14, 2024

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.

- iii. August 15, 2023 – August 14, 2024: \$947,000.00 per month

f. 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 services in all environments.

- 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, SFY22, SFY23, SFY24, and SFY25, 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

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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
July 1, 2022 – June 30, 2023	\$1,500,000.00
July 1, 2023 – June 30, 2024	\$1,500,000.00
July 1, 2024 – August 14, 2024	\$1,500,000.00
Total	\$13,500,000.00

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; (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

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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	\$150,000.00	\$37,500.00

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				D-07.12 – 07/01/2019		
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, 2023)

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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 D-02.07 – 11/01/2022	\$200,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.17 – 10/01/2021 D-03.18 – 04/01/2022 D-03.19 – 10/01/2022 D-03.20 – 04/01/2023	\$480,000.00	\$120,000.00
1.K05	Yes	Architecture Document	every 6 months	D-05.11 – 12/01/2021 D-05.12 – 06/01/2022 D-05.13 – 12/01/2022 D-05.14 – 06/01/2023	\$480,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.15 – 05/01/2022 D-06.16 – 05/01/2023	\$200,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.15 – 05/01/2022 D-07.16 – 05/01/2023	\$200,000.00	\$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 D-08.25 – 11/01/2022 D-08.26 – 02/01/2023 D-08.27 – 05/01/2023 D-08.28 – 08/01/2023	\$240,000.00	\$30,000.00

- a. Table A4 – 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 A4: Key Deliverables – (August 15, 2023 – August 14, 2024)

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-02.08 – 11/01/2023	\$100,000.00	\$100,000.00
1.K03	Yes	M&O Manual	every 6 months	D-03.21 – 10/01/2023 D-03.22 – 04/01/2024	\$240,000.00	\$120,000.00
1.K05	Yes	Architecture Document	every 6 months	D-05.15 – 12/01/2023 D-05.16 – 06/01/2024	\$240,000.00	\$120,000.00
1.K06	Yes	Availability Plan	annually	D-06.17 – 05/01/2024	\$100,000.00	\$100,000.00
1.K07	Yes	Configuration Management Plan	annually	D-07.17 – 05/01/2024	\$100,000.00	\$100,000.00
1.K08	Yes	SSP (State Security Plan)	quarterly	D-08.29 – 11/01/2023	\$120,000.00	\$30,000.00

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				D-08.30 – 02/01/2024 D-08.31 – 05/01/2024 D-08.32 – 08/01/2024		
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e. It is understood and agreed that:

- Where applicable, the content of all Deliverables delineated in Table A, Table A1, Table A2, Table A3, and Table A4 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. Tables A3 and A4 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.

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- c. Upon expiration of the \$150,000.00 funding from CR-046, CR-046 shall expire. Contractor shall then continue to perform in accordance with this Contract, whereupon, Contractor shall begin invoicing on a time and materials basis, up to a maximum of \$915,000.00 or until September 30, 2021, whichever occurs first, in accordance with Amendment No. 4, 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	CY21 Hourly Rate
Analyst Level 3	<ul style="list-style-type: none"> • Provides technical writing and analysis for project deliverables; and • Assists in the production and organization of work products. 	\$122	\$126
Analyst Level 4	<ul style="list-style-type: none"> • Participates in the identification and analysis of functional and technical requirements; and • Produces detailed software design specifications and related artifacts for developers. 	\$150	\$155
Analyst Level 5	<ul style="list-style-type: none"> • Provides leadership and guidance to functional and technical resources regarding project deliverables and work products; and • Consults on the design of business and system architecture. 	\$190	\$196
Design Development Engineer Level 2	<ul style="list-style-type: none"> • Performs basic development for software solutions. 	\$137	\$141
Design Development Engineer Level 3	<ul style="list-style-type: none"> • Performs development for software solutions; and • Consults on technical designs according to industry standards and best practices. 	\$183	\$188
Design Development Engineer Level 4	<ul style="list-style-type: none"> • Applies principles of software engineering to lead the development of software solutions; and • Provides oversight of software coding standards and practices. 	\$211	\$217

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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; and • Provides strategic direction and oversight on the design of business and system architecture. 	\$272	\$280
Senior Program Administration Specialist	<ul style="list-style-type: none"> • Provides project management support. 	\$143	147
Project Manager	<ul style="list-style-type: none"> • Applies programmatic oversight and ensures project management principles are leveraged throughout; and • Manages project scope, schedule, and budget through CR lifecycle. 	\$245	\$252
Senior Comp Security Systems Specialist	<ul style="list-style-type: none"> • Applies security principles to inform the design and development of software solutions; and • Provides oversight of software coding standards and practices. 	\$190	\$196
Quality Assurance Specialist	<ul style="list-style-type: none"> • Participates in the identification and analysis of functional and technical requirements; and • Assists in the execution of test cases. 	\$122	\$126
Quality Assurance Manager	<ul style="list-style-type: none"> • Provides overall direction for quality management; and • Assists in the planning and execution of test cases. 	\$150	\$155

**ATTACHMENT H
STATE OF VERMONT- FEDERAL TERMS SUPPLEMENT (Non-Construction)
for all Contracts and Purchases of Products and Services Using Federal Funds
(As Revised for this Contract in Amendment #6)**

PROCUREMENT OF RECOVERED MATERIALS

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated Items unless the products cannot be acquired-

1. Competitively within a time frame providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price

Information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of section 6002 of the Solid Waste Disposal Act.

CLEAN AIR ACT

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the State of Vermont and understands and agrees that the State of Vermont will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA. a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

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CONTRACTOR BREACH, ERRORS AND OMISSIONS

1. Any breach of the terms of this contract, or material errors and omissions in the work product of the contractor must be corrected by the contractor at no cost to the State, and a contractor may be liable for the State's costs and other damages resulting from errors or deficiencies in its performance.
2. Neither the States' review, approval or acceptance of nor payment for, the services required under this contract shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract.
3. The rights and remedies of the State provided for under this contract are in addition to any other rights and remedies provided by law or elsewhere in the contract.

TERMINATION FOR CONVENIENCE

1. General

- a. Any termination for convenience shall be effected by delivery to the Contractor an Order of Termination specifying the termination is for the convenience of the Agency, the extent to which performance of work under the Contract is terminated, and the effective date of the termination, which shall be no sooner than 180 days after such notice of termination.
- b. In the event such termination occurs, without fault and for reasons beyond the control of the Contractor, all completed or partially completed items of work as of the date of termination will be paid for in accordance with the contract payment terms.
- c. No compensation will be allowed for items eliminated from the Contract.
- d. Termination of the Contract, or portion thereof, shall not relieve the Contractor of its contractual responsibilities for work completed and shall not relieve the Contractor's Surety of its obligation for and concerning any just claim arising out of the work performed.

2. Contractor Obligations

After receipt of the Notice of Termination and except as otherwise directed by the State, the Contractor shall immediately proceed to:

- a. To the extent specified in the Notice of Termination, stop work under the Contract on the date specified.
- b. Place no further orders or subcontracts for materials, services, and/or facilities except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- c. Terminate and cancel any orders or subcontracts for related to the services, except as may be necessary for completion of such portion(s) of the work under the Contract as is (are) not terminated.
- d. Transfer to the State all completed or partially completed plans, drawings, information, and other property which, if the Contract had been completed, would be required to be furnished to the State.

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e. Take other action as may be necessary or as directed by the State for the protection and preservation of the property related to the contract which is in the possession of the contractor and in which the State has or may acquire any interest.

f. Make available to the State all cost and other records relevant to a determination of an equitable settlement.

3. Claim by Contractor

After receipt of the Notice of Termination from the state, the Contractor shall submit any claim for additional costs not covered herein or elsewhere in the Contract within 60 days of the effective termination date, and not thereafter. Should the Contractor fail to submit a claim within the 60-day period, the State may, at its sole discretion, based on information available to it, determine what, if any, compensation is due the Contractor and pay the Contractor the determined amount.

4. Negotiation

Negotiation to settle a timely claim shall be for the sole purpose of reaching a settlement equitable to both the Contractor and the State. To the extent settlement is properly based on Contractor costs, settlement shall be based on actual costs incurred by the Contractor, as reflected by the contract rates. Consequential damages, loss of overhead, loss of overhead contribution of any kind, and/or loss of anticipated profits on work not performed shall not be included in the Contractor's claim and will not be considered, allowed, or included as part of any settlement, in accordance with Section 13 in Attachment C and further amended by Attachment D.