

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 10**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

| NAME & ADDRESS OF CONTRACTOR:  | PRIMARY CONTACT | EMAIL  |
|--|-----------------|--|
| Optum Government Solutions, Inc.<br>12125 Technology Drive<br>Eden Prairie, MN 55344 | David Wieber    | <a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a> |
|  | TELEPHONE       | CONTRACTOR #, MAIL CODE  |
|  | (517) 993-0929  |  |

| STATE CONTACTS                | AGENCY | NAME          | PHONE        | EMAIL                |
|-------------------------------|--------|---------------|--------------|----------------------|
| CONTRACT COMPLIANCE INSPECTOR |        |               |              |                      |
| BUYER                         | DTMB   | Whitnie Zuker | 517-284-7030 | zuckerw@michigan.gov |

| CONTRACT SUMMARY:   |                         |                           |   |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: <b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>  |                         |                           |   |
| INITIAL EFFECTIVE DATE  | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| November 16, 2010   | November 15, 2015       | 5, 2 Year Options         | November 15, 2015   |
| PAYMENT TERMS   | F.O.B                   | SHIPPED                   | SHIPPED FROM  |
| N/A   | N/A                     | N/A                       | N/A   |
| ALTERNATE PAYMENT OPTIONS:  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:  |                         |                           |   |
| N/A   |                         |                           |   |

| DESCRIPTION OF CHANGE NOTICE:                                       |                                  |   |                            |                              |
|---|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                     | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            |                              |
| VALUE/COST OF CHANGE NOTICE:  |                                  | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |                            |                              |
| \$0.00  |                                  | \$19,073,579.85                             |                            |                              |

**Effective August 11, 2014 the attached Proposal 016 System Hardening Services is hereby incorporated into this contract.** The following changes are made to the contract:

As part of this Change Request Proposal 016, the State has also requested and Optum is agreeing to remove the Teradata Recurring/Quarterly Hardening Services originally planned to be delivered in FY15 that were originally included in the '109 Contract for the period of October 1, 2014 through September 30, 2015. Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones that are attached to this Change Request Proposal 016:

| Description                                  | Period Covered  | Price to State |
|--|-----------------|----------------|
| Production System Recurring Hardening        | 10/1/14-9/30/15 | \$130,509.00   |
| Additional Recurring Hardening for DA Option | 10/1/14-9/30/15 | \$130,677.00   |

The System Hardening Services and deliverable offered in this Change Request Proposal 016 are firm fixed price. Contractor will invoice the State for the Fixed Fee amount listed below upon State's approval of the deliverable acceptance letter.

| No. | Deliverable Description                             | Date Deliverable Due to the State                              | Fixed Fee   |
|-----|---|--|-------------|
| 1   | System Hardening Audit Report (IRS OS SCSEM format) | 10 business days after completion of System Hardening Services | \$90,000.00 |

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 016 and replaces the prior Attachment 1B Payment Milestones that forms an integral part of the '109 Contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$171,186.00.

The Contract value remains the same. The new amount remaining not allocated amount is increased by \$171,186.00; new total of \$639,811.99.

**All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.**



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

August 11, 2014

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

RE: **CHANGE REQUEST PROPOSAL 016 FOR SYSTEM HARDENING SERVICES UNDER CONTRACT NO. 071B1300109**

Dear David:

The State of Michigan (the "State") has made a request for change to Contract No. 071B1300109 ("Change Request 016") asking Optum Government Solutions, Inc. ("Optum") to provide a proposal for providing System Hardening Services, as defined below. The System Hardening Services constitutes "New Work", as that term is defined in our Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract").

In response to this Change Request 016, Optum is pleased to provide the State with this Change Request Proposal for System Hardening Services (the "Change Request Proposal 016").

**I. Description of the Scope Covered by this Change Request Proposal 016**

**SLES 11 SYSTEM HARDENING SERVICES**

The State has requested that Optum, via our previously approved subcontractor, Teradata Government Systems LLC ("Teradata"), perform services ("System Hardening Services") following the Operating System upgrade from SLES 10 to SLES 11 for the Teradata Enterprise Data Warehouse Systems, including the systems (TPA nodes and SWS Servers only) which are defined in more detail below:

1. Production System and its related SWS Server;
2. Development/Disaster Recovery System and its related SWS Server; and,
3. Test/Dual Active System and its related SWS Server;

**1. PROJECT START AND END DATES**

- 1.1. The estimated Start Date for Teradata's performance regarding the Project is: The Start Date will be mutually agreed by Optum, the State, and Teradata but is expected to be August 11, 2014 assuming after the State's Test/Dual Active System has been upgraded to SLES 11 and Optum has received approvals from the State for this Change Request Proposal 016 as defined at the end of this Change Request Proposal 016.
- 1.2. The estimated End Date for Teradata's performance regarding the Project is: The End Date will be mutually agreed upon by Optum, the State, and Teradata based on the final schedule for the State's SLES 11 upgrade to the Production System

## 2. SERVICES DESCRIPTION

### 2.1. Operating System (OS) Level Security Hardening Service

Teradata personnel will harden the Production, Development/Disaster Recovery, and Test/Dual Active environments in accordance with the most current IRS OS SCSEM requirements through configuration changes where possible. These requirements will also cover the OS Hardening requirements defined for NIST SP 800-53 and CMS. Any code and/or software changes required in order to meet the security requirements are not covered under this Change Request Proposal 016. When operational changes are required in order to meet the security requirements, Teradata will identify them and provide the information to State resources for implementation. Operational changes may include password policy changes on all platforms, keeping up the platform baseline, having a process to secure the environment where the platforms are located, etc. Configuration changes to meet the security requirements will be documented and provided to the State at the completion of the System Hardening Services.

### 2.2. The following is a list of tasks to be performed by the Teradata Security Specialist as proposed.

- Review OS system configuration settings, vulnerability scan results and OS level information security issues with the State
- Disabling unnecessary services and protocols
- Limiting access rights to critical system files and services to only what is required
- Provide system hardening report identifying system changes
- Create a baseline for returning system to the same state after software upgrades for comparing current state over time to established baseline configuration
- Implementation and testing of custom or unique OS level security configurations

### 2.3. The scope of work for the OS level System Hardening Services is limited to the following platforms (12 systems/servers total) and based on the following assumptions;

1. 3+2 5650 Production System and Teradata SWS Managed Server – 6 systems only
2. 2+1 5650 Development/Disaster Recovery System and Teradata SWS Managed Server – 4 systems only
3. 560 Test/Dual Active System and Teradata SWS Managed Server – 2 systems only

### 2.4. Assumptions:

- All System Hardening Services will be performed remotely and the State agrees to provide Teradata remote access to the systems being hardened
- No other system/servers not specifically mentioned above are included for the System Hardening Services
- Integration with the State's Single Login is not included in the System Hardening Services
- Integration and testing with external Directory Services or Active Directory for user Authentication or Authorization are not included in the System Hardening Services
- Teradata provides SSL equivalent network traffic encryption between client and server or server to server (BI tool, ETL, BAR, etc.) but does not use the SSL (which was primarily designed for web browser/web server network traffic encryption)
- Integration and testing for User Authentication using RSA Secured tokens is not included in the System Hardening Services

## 3. DELIVERABLES

### 3.1. The following Deliverable will be provided:

#### System Hardening Audit Report (IRS OS SCSEM Format)

The Teradata consultant will prepare and deliver a System Hardening Audit Report which will include:

1. Analysis of the State's vulnerability scan report
2. Identification of items requiring remediation by operating system hardening procedures
3. Ranking of items requiring remediation by risk category
4. Identification of false positives for which remediation by the operating system hardening procedures is not recommended and why
5. Summarization of operating system hardening procedures used to perform the recommended remediation.

Optum will present the State with a deliverable acceptance letter upon completion of the deliverable. Both parties agree that the State will have five (5) business days to review and accept the deliverable by providing signoff on the deliverable acceptance letter. The criteria that must be met for the deliverable to be accepted is whether the deliverable contains the above content. In the event the deliverable is not acceptable based on such acceptance criteria, the State will notify Optum in writing of non-acceptance within five (5) business days. All deliverables will be subject to three (3) reviews by the State with changes as required for resubmission. In the event that additional modifications are required for the deliverable that are not required in order to meet the above acceptance criteria, those changes will be handled through the change control process and subject to additional cost.

#### **4. DEPENDENCIES & OPTUM & STATE RESPONSIBILITIES/ PERSONNEL**

- 4.1. Teradata's and Optum's agreement to perform in accordance with this Change Request Proposal 016 are dependent and conditioned upon the following dependencies being satisfied, upon Optum and the State being responsible for and completing the following engagement-specific responsibilities, and upon Optum and the State providing the following:

- 4.2. Dependencies and responsibilities consist of:

- The State Granting Teradata personnel remote access to the Teradata DBC, and the Linux Root or Windows Administrator.

- 4.3. State Personnel required for the Project include:

##### **Project Manager**

A project manager who is available to meet regularly with Teradata personnel on matters pertaining to this project, able to procure and direct State resources as requested by the Teradata Consultants.

##### **Information Systems Representative**

A manager who is familiar with the administration and workings of the State's DTMB group, and who is versed in the operation and management of the Teradata systems.

#### **5. OUT OF SCOPE SERVICES; EXCLUSIONS**

- 5.1. The Services to be provided by Teradata include only what is expressly described in this Change Request Proposal 016 once approved by both parties. Services that are outside the scope of this Change Request Proposal 016 include, but are not limited to, the following:

- Reengineering of processes
- The solution of any problem originating from the quality of the data

- The design or development of applications to create non-existent data or to modify current data
- The construction of a dictionary of current data used to populate one or more databases
- Training of other people that are not State project team members
- Full-production operationalization (such as complete automation and error handling for the data loads) optimization, performance tuning, data and operations management, archive/recovery, and knowledge transfer
- Complex analytical processing not included as part of a Teradata-provided solution's functionality
- Security hardening of any other servers not specifically identified above.

**II. 2015 QUARTERLY HARDENING SERVICES**

As part of this Change Request Proposal 016, the State has also requested and Optum is agreeing to remove the Teradata Recurring/Quarterly Hardening Services originally planned to be delivered in FY15 that were originally included in the '109 Contract for the period of October 1, 2014 through September 30, 2015.

Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones that are attached to this Change Request Proposal 016:

| <u>Description</u>                           | <u>Period Covered</u> | <u>Price to State</u> |
|--|-----------------------|-----------------------|
| Production System Recurring Hardening        | 10/1/14-9/30/15       | \$130,509.00          |
| Additional Recurring Hardening for DA Option | 10/1/14-9/30/15       | \$130,677.00          |

**III. Charges:**

The System Hardening Services and deliverable offered in this Change Request Proposal 016 are firm fixed price.

Optum will invoice the State for the Fixed Fee amount listed below upon State's approval of the deliverable acceptance letter.

| <b>No.</b> | <b>Deliverable Description</b>                      | <b>Date Deliverable Due to the State</b>                       | <b>Fixed Fee</b> |
|------------|---|--|------------------|
| 1          | System Hardening Audit Report (IRS OS SCSEM format) | 10 business days after completion of System Hardening Services | \$90,000.00      |

**IV. Terms by Which the State May Accept This Change Request Proposal 016:**

A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 016 and replaces the prior Attachment 1B Payment Milestones that forms an integral part of the '109 Contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$171,186.00.

The State can approve this Change Request Proposal 016 by issuing (1) a Change Notice that references this Change Request Proposal 016 and (2) a Purchase Order for the additional System Hardening Services as defined above.

Except as expressly amended by this Change Request 016, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions, Inc.

  
James Franke (Aug 11, 2014)

Signer:

James Franke  
Senior Vice President  
Optum Government Solutions, Inc.

# Attachment 1B (Revised)

## Payment Milestones - 6 Year growth

| Milestone   | State of Michigan Fiscal Year |                       |                       |                       |                       |                     | Total                  |
|---|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|------------------------|
|   | FY11                          | FY12                  | FY13                  | FY14                  | FY15                  | FY16                |                        |
| Initial Training Subscription Plus Teradata Partners Conference | 29,060                        |                       |                       |                       |                       |                     | \$29,060.00            |
| Contract Hardware and Software                                  | 9,597,979                     |                       |                       |                       |                       |                     | \$9,597,979.00         |
| Production System Production Migration Completion               | \$243,311                     |                       |                       |                       |                       |                     | \$243,311.00           |
| S450 Deinstallation   | \$34,255                      |                       |                       |                       |                       |                     | \$34,255.00            |
| Test System Production Migration Completion                     | \$84,452                      |                       |                       |                       |                       |                     | \$84,452.00            |
| S390 Deinstallation   | \$34,755                      |                       |                       |                       |                       |                     | \$34,755.00            |
| TASM Services   | \$45,910                      |                       |                       |                       |                       |                     | \$45,910.00            |
| DA Implementation Services - Architecture Planning and Design   |                               | \$55,926.00           |                       |                       |                       |                     | \$55,926.00            |
| DA Implementation Services - Configuration and Setup            |                               | \$74,568.00           |                       |                       |                       |                     | \$74,568.00            |
| DA Implementation Services - Detail Design and Implementation   |                               | \$167,779.00          |                       |                       |                       |                     | \$167,779.00           |
| DA Implementation Services - Additional Mentoring               |                               |                       |                       |                       | \$74,568.00           |                     | \$74,568.00            |
| Protegrity Services   | \$50,805                      |                       |                       |                       |                       |                     | \$50,805.00            |
| Ongoing TEN+ Membership plus Teradata Partner Conference        |                               | \$29,060.00           | \$29,060.00           | \$29,060.00           | \$29,060.00           | \$29,060.00         | \$116,240.00           |
| Production System Recurring Hardening                           |                               |                       |                       |                       | \$0.00                |                     | \$0.00                 |
| Additional Recurring Hardening for DA Option                    |                               |                       |                       |                       | \$0.00                |                     | \$0.00                 |
| Teradata Warehouse Miner Training Course 1                      | \$37,069                      |                       |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 2                      |                               | \$37,069.00           |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 3 - CR012              |                               |                       |                       | \$37,069.00           |                       |                     | \$37,069.00            |
| 10 GbE Network Adapter Change - CR013                           |                               |                       |                       | \$22,900.00           |                       |                     | \$22,900.00            |
| Protegrity Software Upgrade - CR014                             |                               |                       |                       | \$37,000.00           |                       |                     | \$37,000.00            |
| Additional Teradata Training during CY 2014 - CR015             |                               |                       |                       | \$29,700.00           | \$35,640.00           |                     | \$65,340.00            |
| TDWI Training - CR015   |                               |                       |                       | \$45,000.00           | \$90,000.00           |                     | \$135,000.00           |
| Teradata Hardening Services - CR016                             |                               |                       |                       | \$90,000.00           | \$0.00                |                     | \$90,000.00            |
| On-Going Training   | \$73,684                      | \$47,504.00           | \$47,504.00           | \$47,504.00           | \$47,504.00           |                     | \$263,700.00           |
| DataDirect Software Licenses - CR002                            | \$32,000                      |                       |                       |                       |                       |                     | \$32,000.00            |
| DataDirect Software Maintenance - CR002                         | \$6,500                       | \$7,560.00            | \$8,420.00            | \$9,260.00            | \$10,190.00           |                     | \$42,130.00            |
| Additional ODBC Software and Maintenance Support - CR007        |                               | \$15,550.00           | \$3,450.00            | \$3,810.00            | \$4,190.00            |                     | \$27,110.00            |
| Additional ODBC Software - CR005                                |                               | \$3,200.00            |                       |                       |                       |                     | \$3,200.00             |
| AX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002                 | \$15,827                      |                       |                       |                       |                       |                     | \$15,827.00            |
| AX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002                |                               | \$34,821.00           |                       |                       |                       |                     | \$34,821.00            |
| BI Query Software License and Maintenance - CR003               |                               | \$151,799.05          | \$88,581.95           | \$97,442.75           | \$107,195.07          |                     | \$455,009.82           |
| Business Objects Software Maintenance - CR004                   |                               | \$37,751.00           |                       |                       |                       |                     | \$37,751.00            |
| JSURS Support - CR004   |                               | \$272,908.00          | \$286,552.00          | \$300,880.00          | \$315,923.00          |                     | \$1,176,263.00         |
|   | 9/1/11 - 8/30/11              | 10/1/11 - 9/30/12     | 10/1/12 - 9/30/13     | 10/1/13 - 9/30/14     | 10/1/14 - 9/30/15     | 10/1/16 - 2/28/18   |                        |
| Warranty - Production System w/AWS Rack                         | \$267,568                     | \$191,120.00          |                       |                       |                       |                     | \$458,688.00           |
| Warranty - Test System w/AWS Rack                               | \$198,344                     | \$141,675.00          |                       |                       |                       |                     | \$340,019.00           |
| Warranty - Teradata Warehouse Miner                             | \$9,051                       | \$6,465.00            |                       |                       |                       |                     | \$15,516.00            |
| Warranty - Dual Active  | \$55,319                      | \$39,514.00           |                       |                       |                       |                     | \$94,833.00            |
| On-Going Annual Maintenance - Disk Retention Option - CR 009    |                               |                       | \$26,110.00           | \$31,331.00           | \$31,331.00           | \$13,055.00         | \$101,827.00           |
| On-Going Annual Maintenance - OOD Pull Ahead - CR 011           |                               |                       | \$104,945.17          |                       |                       |                     | \$104,945.17           |
| On-Going Annual Maintenance - Prod System w/AWS Rack            | \$267,568.00                  | \$459,560.00          | \$526,001.00          | \$614,352.00          | \$668,282.00          |                     | \$2,135,763.00         |
| On-Going Annual Maintenance - Test System w/AWS Rack            | \$198,344.00                  | \$340,733.00          | \$368,755.00          | \$435,631.00          | \$495,567.00          |                     | \$1,539,030.00         |
| On-Going Annual Maintenance - Teradata Warehouse Miner          | \$9,051.00                    | \$15,516.00           | \$15,516.00           | \$15,516.00           | \$15,516.00           |                     | \$62,064.00            |
| On-Going Annual Maintenance - Dual Active                       | \$55,319.00                   | \$95,145.00           | \$104,032.00          | \$116,972.00          | \$50,748.00           |                     | \$422,217.00           |
| <b>Total</b>  | <b>\$10,816,889</b>           | <b>\$1,864,761.08</b> | <b>\$1,606,688.13</b> | <b>\$1,795,280.78</b> | <b>\$1,828,082.07</b> | <b>\$634,117.00</b> | <b>\$18,483,788.01</b> |

Ad Board Approved Contract Amount: \$19,073,580.00  
 Amount Remaining not allocated: \$639,811.99

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 9**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

| NAME & ADDRESS OF CONTRACTOR:  | PRIMARY CONTACT | EMAIL  |
|--|-----------------|--|
| Optum Government Solutions, Inc.<br>12125 Technology Drive<br>Eden Prairie, MN 55344 | David Wieber    | <a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a> |
|  | TELEPHONE       | CONTRACTOR #, MAIL CODE  |
|  | (517) 993-0929  |  |

| STATE CONTACTS                | AGENCY | NAME          | PHONE        | EMAIL                |
|-------------------------------|--------|---------------|--------------|----------------------|
| CONTRACT COMPLIANCE INSPECTOR |        |               |              |                      |
| BUYER                         | DTMB   | Whitnie Zuker | 517-284-7030 | zuckerw@michigan.gov |

| CONTRACT SUMMARY:   |                         |                           |   |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: <b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>  |                         |                           |   |
| INITIAL EFFECTIVE DATE  | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| November 16, 2010   | November 15, 2015       | 5, 2 Year Options         | November 15, 2015   |
| PAYMENT TERMS   | F.O.B                   | SHIPPED                   | SHIPPED FROM  |
| N/A   | N/A                     | N/A                       | N/A   |
| ALTERNATE PAYMENT OPTIONS:  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:  |                         |                           |   |
| N/A   |                         |                           |   |

| DESCRIPTION OF CHANGE NOTICE:                                       |                                  |   |                            |                              |
|---|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                     | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            |                              |
| VALUE/COST OF CHANGE NOTICE:  |                                  | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |                            |                              |
| \$0.00  |                                  | \$19,073,579.85                             |                            |                              |

Effective August 1, 2014, the attached Proposal 015 is hereby incorporated into this contract. The following changes are made to the contract:

1. Additional Teradata and TDWI Training (see proposal attached)

All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

July 16, 2014

Mr. David Bengel  
 Michigan Department of Technology, Management and Budget  
 515 Westshire Drive  
 Lansing, MI 48917

RE: **CHANGE REQUEST PROPOSAL 015 FOR ADDITIONAL TERADATA AND TDWI TRAINING UNDER CONTRACT No. 071B1300109**

Dear David:

The State of Michigan (the "State") has made a request for change to Contract No. 071B1300109 ("Change Request 015") asking Optum Government Solutions, Inc. ("Optum") to provide a proposal for additional days of Teradata Training to be delivered in 2014 and additional days of TDWI Training, as defined below, to be delivered prior to the expiration of the initial term of Contract No. 071B1300109; i.e., on or prior to November 15, 2015. The additional training courses constitutes "New Work", as that term is defined in our Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract").

In response to this Change Request 015, Optum is pleased to provide the State with this Change Request Proposal for additional Teradata and TDWI Training days (the "Change Request Proposal 015").

**I. Description of the Scope Covered by this Change Request Proposal 015**

1. **Additional Teradata Training Services:** In addition to the eight (8) days of training provided as part of in scope services via the Contract, the State has requested that Optum, via its previously approved subcontractor, Teradata Government Systems LLC ("Teradata") and more specifically, Teradata Customer Education ("TCE"), provide an additional eleven (11) days of onsite classroom training in 2014 via the following schedule:

| Training Service                 |  |
|----------------------------------|--|
| Description of Training Services | Eleven (11) days of onsite classroom training added to State of Michigan existing 2014 training schedule   |
| Total Number of Students         | Up to twelve (12) per class  |
| Scheduled Dates                  | 1. September 22-26 – 5 days<br>a. Introduction to Teradata Database - ILT 25964 – 1 day<br>b. Teradata SQL - ILT 25965 – 4 days<br><br>2. October 6-10 - 5 days<br>a. Introduction to Teradata Database - ILT 25964 – 1 day<br>b. Teradata SQL - ILT 25965 – 4 days<br><br>3. October 20 - Introduction to Teradata Database – ILT 25964 – 1 day |

### **Introduction to the Teradata Database – ILT 25964 (one-day Lecture/Lab)**

This course provides a detailed overview of the features, functions and benefits of the Teradata database. Among the topics taught are data distribution, access, storage, and data protection methods. The suite of load, access, and management utilities and tools are also covered, as well as basic Teradata terminology and acronyms.

### **Teradata SQL – ILT 25965 (four-day Lecture/Lab)**

Designed for the student with little or no SQL expertise, this course focuses on retrieving and manipulating data with the Teradata Structured Query Language (SQL). Both ANSI standard conventions and Teradata extensions to the language are covered. Extensive hands-on labs help reinforce the concepts learned.

### **Logistics**

Teradata's duty to perform in accordance with this Change Request Proposal 015 are dependent and conditioned upon the State being responsible for and completing the following engagement-specific responsibilities:

- On-site classroom setup
- Hardware and software configuration for student labs
- Connectivity and setup of PC workstations for student labs
- Access to a non-production Teradata system, which is required for student labs
- Provide a classroom with adequate seating for participants equipped with a white board and projector

Upon receipt of this approved Change Request Proposal 015, Optum will send a Logistics Worksheet to the designated State contact person. It is critical that the Logistics Worksheet is completed and quickly returned to Optum for forwarding to Teradata. Teradata will then send the course Lab Set-up Instructions to the designated State contact person.

The State will need to determine the lab environment (one of the 3 choices noted below); set-up instructions will be sent to the State's Logistics Contact.

- 1) Use Teradata's Virtual Desktop Environment to connect to Teradata's training server via the Internet (connectivity to the Teradata Virtual Desktop Environment is required).
- OR--
- 2) Use the Teradata training server via the Internet; the State sets up student PCs.
  - a) Ensure connectivity to the Teradata training server is available, load required State software onto student PCs.
- OR--
- 3) Use the State's Teradata server; the State sets up student PCs.
  - a) Ensure connectivity to the State's training server is available, load required client software onto student PCs.

**Training Location** - Optum, via its subcontractor Teradata, will deliver training services(s) to the State at a location designated and provided by the State in the Lansing, MI area. The State will be responsible for any facility rental fees and catering charges.

**Course Materials** - Teradata will ship course materials based on the final student count provided by the State's Logistics Contact. Should the number of students planning on attending the class change, Teradata must be notified at least ten (10) business days prior to the start of the class. If the notification period is shorter than ten business days, additional rush printing and shipping charges for course materials incurred by Teradata will be billed by Optum to the State.

**Intellectual Property** - All courses and courseware materials, on any medium, are the intellectual property of Teradata and protected under copyright laws. Courseware materials may not be duplicated or altered without written permission from Teradata. No portion of the class may be recorded.

**Cancellation Policy** - To avoid any cancellation fees for training service(s), Optum must receive written notice of the cancellation at least eleven (11) business days prior to the scheduled class start dates. If the training service(s) are cancelled within the eleven (11) business days prior to the scheduled class start dates, cancellation fees will be invoiced as follows:

- 1) \$1,600 per scheduled class day.
- 2) Any additional actual expenses incurred by Teradata as a result of the cancellation.

2. **TDWI Training Services:** In addition to the Training Services already defined as part of in scope services via the Contract, the State has requested that Optum make TDWI (The Data Warehouse Institute) training courses available to the State via the Contract prior to the end of the initial term of the Contract; i.e., prior to November 15, 2015. Optum intends to provide the TDWI Training Services via our subcontractor 1105 Media, Inc. dba The Data Warehousing Institute ("TDWI") and TDWI will provide the Services to the State.

This Change Request 15 will set forth a daily rate for the TDWI Training Services in the Charges section below. Neither the signature of this Change Request 015 nor the Contract guarantees any minimum volume of TDWI Training Services to be provided by Optum. Instead, as more fully set forth below, the extent of any obligations for State to use Optum's TDWI Training Services shall be defined by the issuance of a TDWI Training Work Order(s) and associated purchase order(s) by the State to Optum for the TDWI Training Services as described further below.

**TDWI Training Services Description**

The specific courses that are available to be selected by the State for the TDWI Training Services can be found at any time on the TDWI.org website via the TDWI Onsite Education Catalogue.

Upon Optum's receipt of a request from the State for TDWI Training Services, Optum shall formalize such request in a TDWI Training Services Work Order ("Work Order") which will be signed by both Optum and the State. The details of the requested TDWI Training Services will be described in each Work Order and when executed between the parties hereto becomes an amendment to this Change Request Proposal 015. Each Work Order will define the course content, schedule, total price for the TDWI Training Services based on the daily pricing set forth below and other parameters. Upon execution of the Work Order(s), the State will issue a corresponding Purchase Order to Optum for the TDWI Training Services requested.

**Course Description/Curriculum.** TDWI shall be responsible for the selection of all course instructors subject to the State's right to make non-binding requests for instructors, and provided, further that TDWI shall retain full control over the planning of the content of the course. The State acknowledges that instructors are TDWI-approved and certified to teach the course, but are not necessarily employees of TDWI.

Changes in Course Description /Curriculum, requested by the State and set forth within the Work Order(s), which would affect the time schedule and/or estimated charges will be documented and submitted for Optum and TDWI's approval prior to performing the TDWI Training Services. Optum shall notify the State of the feasibility and all costs associated with any such change in Course or Curriculum. All costs associated with such changes shall be the responsibility of the State. Notwithstanding the right to request changes, the State may be liable for cancellation charges consistent with the cancellation provisions noted below.

**Ownership.** The State acknowledges that TDWI or its affiliated third party owns all right, title and interest, including, without limitation, the copyright, in and to all course materials, course instructions and presentations and all components thereof in all formats including but not limited to print, CD\_ROM, audio, video and/or digital reproduction ("Course Materials"). The copyright and title to all property interests in or to the Course Materials shall remain in

TDWI as owner and this Change Request Proposal 015 shall not grant to the State any right to ownership therein.

**Limitations on Usage.** The State shall not copy, download, video tape or otherwise reproduce the Course Materials in any medium or in any way, in whole or in part, without the express written consent of Optum and TDWI. Any such permitted reproductions shall remain the sole and exclusive property of TDWI for use solely as permitted by the terms of this Change Request Proposal 015 or the applicable Work Order(s). In addition, the State shall not alter, modify or adapt the Course Materials including but not limited to downloading, decompiling, disassembling, or creating derivative works; or sell, license or otherwise distribute the Course Materials to third parties, without the express written consent of TDWI.

**Promotion or Use of TDWI Logo and Materials.** The State hereby agrees that it cannot use any TDWI Logos, course titles, course descriptions or materials for any promotional activity without the pre-approved written consent of TDWI. All text used for external promotion of TDWI Training Services must be reviewed and approved in advance. Information posted on the State's website regarding TDWI Training Services must be reviewed and approved by TDWI prior to appearing on the State's website.

**Relationship with TDWI Faculty.** The State and its affiliate organizations may not work directly with any TDWI faculty member to arrange training whether it be onsite or publicly offered, including independent promotion of faculty owned training and workshops. All requests for training and workshops must come through Optum and TDWI.

**Cancellation.** The TDWI Training Services being scheduled by TDWI hereunder may be terminated by the State for any reason upon written notification to Optum. In the event of termination by the State, the State shall be responsible for any non-refundable payments and expenses (i.e. instructor airfare, shipping costs, etc.) incurred by TDWI or the assigned TDWI instructor at the time of cancellation. If cancellation occurs less than 14 days prior to the scheduled training, in addition to non-refundable payments and expenses, a 20% cancellation fee will apply.

**Rescheduling.** The course/teaching being scheduled by TDWI hereunder may be rescheduled by the State for any reason upon written notification to Optum. TDWI will use reasonable efforts to accommodate the State's request to reschedule the course; provided, however that the State shall be responsible for any costs associated with the rescheduling of the course and any expenses previously incurred.

**Representations and Warranties.** TDWI represents and warrants that (i) any Course Materials provided by TDWI to the State shall be TDWI's original work product or work product which TDWI has authority to use in connection with the Course Materials and shall not infringe any copyright or other proprietary rights of any third party; and (ii) all work hereunder will be performed in a professional manner by qualified personnel consistent with good professional practices applicable to the work being performed.

#### Additional Details

- Courses that can be ordered as part of the TDWI Training Services can be found on the TDWI.org website under Onsite Education and "Onsite Course List".
- Instructor Led TDWI Training Services will be delivered onsite at the State's location
- The State is responsible for obtaining training facilities
- TDWI Training Services do not require laptops or desktops
- A learning needs assessment will be performed prior to the delivery of TDWI Training Services
- Pre-course discussion with the TDWI-certified instructor will be held so that course content is aligned with the State's training objectives

- Printing and shipping of all course materials and shipping of all instructor supplies is included in the daily rate.
- Ordering the TDWI Training Services
  - The State will notify Optum when TDWI Training Services are being requested and Optum will subsequently notify TDWI.
  - Optum and TDWI will work with the State to arrange for a mutually acceptable delivery date(s) for the TDWI Training Services that will be based upon:
    - Availability of TDWI Instructors
    - Availability of the State staff receiving the TDWI Training Services
    - Availability of the State training facilities
  - The State will sign a Work Order when the details of the TDWI Training Services have been mutually agreed upon by the parties
  - The State will subsequently issue a Purchase Order to Optum for the TDWI Training Services based on the Work Order.
  - Optum will in turn issue a Purchase Order to TDWI.
- Accepting the TDWI Training Services: The State shall sign a Delivery Acceptance Letter provided by Optum to the Customer upon completion of the Training Services to evidence the Customer's acceptance of such TDWI Training Services.

## 2.2 Location of the TDWI Training Services

The TDWI Training Services will be performed, completed, and managed in the Lansing, Michigan area, either at the State's site or Optum's facility in Lansing, Michigan. Notwithstanding the foregoing, TDWI may perform the TDWI Training Services at a different location than that described in the previous sentence based upon the mutual agreement of the State, Optum, and TDWI.

### Charges:

#### Additional Teradata Training Services

Optum will invoice the State at the amounts specified below upon completion of each of the three Teradata Training events:

1. September 22-26 – 5 days - \$29,700
2. October 6-10 - 5 days - \$29,700
3. October 20 - 1 day - \$5,940

#### TDWI Training Services

The Charge from Optum to the State for a group of 1-12 attendees is \$9,000 per day for any TDWI Training Services delivered prior to November 15, 2015.

Optum shall invoice the State for the TDWI Training Services upon completion of delivery of each course.

### III. Terms by Which the State May Accept This Change Request Proposal 015:

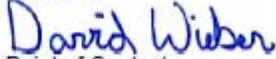
A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 015 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract. The amount set forth in Attachment 1B Payment Milestones for TDWI Training Services is solely for planning purposes, where the actual amount to be invoiced to the State will depend upon the TDWI Training Services set forth in mutually agreed upon Work Orders and the State's Purchase Order(s) issued to Optum.

The State can approve this Change Request Proposal 015 by issuing a Change Notice that references this Change Request Proposal 015 and then also issuing a Purchase Order for the Additional Teradata Training Services as defined above. TDWI Training Services shall be based upon mutually agreed upon Work Order(s) and corresponding Purchase Order(s).

Except as expressly amended by this Change Request 015, all other terms and conditions of the '109 Contract remain in effect.

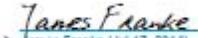
Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions, Inc.

  
James Franke (Jul 17, 2014)

Signer:

James Franke  
Senior Vice President  
Optum Government Solutions, Inc

# Attachment 1B (Revised)

## Payment Milestones - 5 Year growth

| Milestone   | State of Michigan Fiscal Year |                       |                       |                       |                       |                     |                        |
|---|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|------------------------|
|   | FY11                          | FY12                  | FY13                  | FY14                  | FY16                  | FY18                | Total                  |
| Initial Training Subscription Plus Teradata Partners Conference | 29,060                        |                       |                       |                       |                       |                     | \$29,060.00            |
| Contract Hardware and Software                                  | 9,597,979                     |                       |                       |                       |                       |                     | \$9,597,979.00         |
| Production System Production Migration Completion               | \$243,311                     |                       |                       |                       |                       |                     | \$243,311.00           |
| S450 Deinstallation   | \$34,255                      |                       |                       |                       |                       |                     | \$34,255.00            |
| Test System Production Migration Completion                     | \$84,452                      |                       |                       |                       |                       |                     | \$84,452.00            |
| S380 Deinstallation   | \$34,755                      |                       |                       |                       |                       |                     | \$34,755.00            |
| TASM Services   | \$45,910                      |                       |                       |                       |                       |                     | \$45,910.00            |
| DA Implementation Services - Architecture Planning and Design   |                               | \$55,926.00           |                       |                       |                       |                     | \$55,926.00            |
| DA Implementation Services - Configuration and Setup            |                               | \$74,568.00           |                       |                       |                       |                     | \$74,568.00            |
| DA Implementation Services - Detail Design and Implementation   |                               | \$167,779.00          |                       |                       |                       |                     | \$167,779.00           |
| DA Implementation Services - Additional Mentoring               |                               |                       |                       |                       | \$74,568.00           |                     | \$74,568.00            |
| Protegrity Services   | \$50,805                      |                       |                       |                       |                       |                     | \$50,805.00            |
| Ongoing TEN+ Membership plus Teradata Partner Conference        |                               | \$29,060.00           | \$29,060.00           | \$29,060.00           | \$29,060.00           |                     | \$116,240.00           |
| Production System Recurring Hardening                           |                               |                       |                       |                       | \$130,509.00          |                     | \$130,509.00           |
| Additional Recurring Hardening for DA Option                    |                               |                       |                       |                       | \$130,677.00          |                     | \$130,677.00           |
| Teradata Warehouse Miner Training Course 1                      | \$37,069                      |                       |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 2                      |                               | \$37,069.00           |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 3 - CR012              |                               |                       |                       | \$37,069.00           |                       |                     | \$37,069.00            |
| 10 GbE Network Adapter Change - CR013                           |                               |                       |                       | \$22,900.00           |                       |                     | \$22,900.00            |
| Protegrity Software Upgrade - CR014                             |                               |                       |                       | \$37,000.00           |                       |                     | \$37,000.00            |
| Additional Teradata Training during CY2014 - CR015              |                               |                       |                       | \$29,700.00           | \$35,640.00           |                     | \$65,340.00            |
| TDW Training - CR015  |                               |                       |                       | \$45,000.00           | \$90,000.00           |                     | \$135,000.00           |
| On-Going Training   | \$73,684                      | \$47,504.00           | \$47,504.00           | \$47,504.00           | \$47,504.00           |                     | \$263,700.00           |
| DataDirect Software Licenses - CR002                            | \$32,000                      |                       |                       |                       |                       |                     | \$32,000.00            |
| DataDirect Software Maintenance - CR002                         | \$6,600                       | \$7,660.00            | \$8,420.00            | \$9,260.00            | \$10,190.00           |                     | \$42,130.00            |
| Additional ODBC Software and Maintenance Support - CR007        |                               | \$15,650.00           | \$3,460.00            | \$3,810.00            | \$4,190.00            |                     | \$27,110.00            |
| Additional ODBC Software - CR008                                |                               | \$3,200.00            |                       |                       |                       |                     | \$3,200.00             |
| AX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002                 | \$15,827                      |                       |                       |                       |                       |                     | \$15,827.00            |
| AX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002                |                               | \$34,821.00           |                       |                       |                       |                     | \$34,821.00            |
| BI Query Software License and Maintenance - CR003               |                               | \$161,799.06          | \$88,581.96           | \$97,442.76           | \$107,185.07          |                     | \$455,008.85           |
| Business Objects Software Maintenance - CR004                   |                               | \$37,751.00           |                       |                       |                       |                     | \$37,751.00            |
| JSURS Support - CR004   |                               | \$272,908.00          | \$286,552.00          | \$300,880.00          | \$315,923.00          |                     | \$1,176,263.00         |
|   |                               |                       |                       |                       |                       |                     |                        |
|   | 3/1/11 - 8/30/11              | 10/1/11 - 8/30/12     | 10/1/12 - 8/30/13     | 10/1/13 - 8/30/14     | 10/1/14 - 8/30/16     | 10/1/16 - 2/28/18   |                        |
| Warranty - Production System w/AWS Rack                         | \$267,568                     | \$191,120.00          |                       |                       |                       |                     | \$458,688.00           |
| Warranty - Test System w/AWS Rack                               | \$198,344                     | \$141,875.00          |                       |                       |                       |                     | \$340,219.00           |
| Warranty - Teradata Warehouse Miner                             | \$9,051                       | \$6,465.00            |                       |                       |                       |                     | \$15,516.00            |
| Warranty - Dual Active  | \$55,319                      | \$39,514.00           |                       |                       |                       |                     | \$94,833.00            |
| On-Going Annual Maintenance - Disk Retention Option - CR 009    |                               |                       | \$26,110.00           | \$31,331.00           | \$31,331.00           | \$13,055.00         | \$101,827.00           |
| On-Going Annual Maintenance - COO Pull Ahead - CR 011           |                               |                       | \$104,945.17          |                       |                       |                     | \$104,945.17           |
| On-Going Annual Maintenance - Prod System w/AWS Rack            | \$267,568.00                  | \$459,560.00          | \$526,001.00          | \$614,352.00          | \$268,282.00          |                     | \$2,135,763.00         |
| On-Going Annual Maintenance - Test System w/AWS Rack            | \$198,344.00                  | \$340,733.00          | \$368,755.00          | \$435,631.00          | \$195,567.00          |                     | \$1,539,030.00         |
| On-Going Annual Maintenance - Teradata Warehouse Miner          | \$9,051.00                    | \$15,516.00           | \$15,516.00           | \$15,516.00           | \$6,465.00            |                     | \$62,064.00            |
| On-Going Annual Maintenance - Dual Active                       | \$55,319.00                   | \$95,146.00           | \$104,032.00          | \$116,972.00          | \$50,748.00           |                     | \$422,217.00           |
| <b>Total</b>  | <b>\$10,816,888</b>           | <b>\$1,864,761.08</b> | <b>\$1,606,688.19</b> | <b>\$1,706,280.78</b> | <b>\$2,188,248.07</b> | <b>\$534,117.00</b> | <b>\$18,804,864.01</b> |

Ad Board Approved Contract Amount: \$19,073,580.00  
 Amount Remaining not allocated: \$468,625.99

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 8**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

| NAME & ADDRESS OF CONTRACTOR:  | PRIMARY CONTACT | EMAIL  |
|--|-----------------|--|
| Optum Government Solutions, Inc.<br>12125 Technology Drive<br>Eden Prairie, MN 55344 | David Wieber    | <a href="mailto:David.Wieber@Optum.com">David.Wieber@Optum.com</a> |
|  | TELEPHONE       | CONTRACTOR #, MAIL CODE  |
|  | (517) 993-0929  |  |

| STATE CONTACTS                | AGENCY | NAME          | PHONE        | EMAIL                |
|-------------------------------|--------|---------------|--------------|----------------------|
| CONTRACT COMPLIANCE INSPECTOR |        |               |              |                      |
| BUYER                         | DTMB   | Whitnie Zuker | 517-284-7030 | zuckerw@michigan.gov |

| CONTRACT SUMMARY:   |                         |                           |   |
|---|-------------------------|---------------------------|---|
| DESCRIPTION: <b>DATA WAREHOUSE IMPLEMENTATION AND SERVICES</b>  |                         |                           |   |
| INITIAL EFFECTIVE DATE  | INITIAL EXPIRATION DATE | INITIAL AVAILABLE OPTIONS | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| November 16, 2010   | November 15, 2015       | 5, 2 Year Options         | November 15, 2015   |
| PAYMENT TERMS   | F.O.B                   | SHIPPED                   | SHIPPED FROM  |
| N/A   | N/A                     | N/A                       | N/A   |
| ALTERNATE PAYMENT OPTIONS:  |                         |                           | AVAILABLE TO MiDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card <input type="checkbox"/> Direct Voucher (DV) <input type="checkbox"/> Other |                         |                           | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:  |                         |                           |   |
| N/A   |                         |                           |   |

| DESCRIPTION OF CHANGE NOTICE:                                       |                                  |   |                            |                              |
|---|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE                                     | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            |                              |
| VALUE/COST OF CHANGE NOTICE:  |                                  | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |                            |                              |
| \$0.00  |                                  | \$19,073,579.85                             |                            |                              |

Effective immediately, the attached Proposal 013 is hereby incorporated into this contract. The following changes are made to the contract:

- Nine (9) 10 GbE Network Adapters will replace nine (9) existing 1 GbE Adapters; and

Please also note that the buyer has been changed to Whitnie Zuker. All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

September 23, 2013

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

RE: **CHANGE REQUEST PROPOSAL 013 TO CHANGE NETWORK ADAPTERS UNDER CONTRACT NO. 071B1300109**

Dear Dave:

Optum Government Solutions, Inc., an Optum company ("Optum") is pleased to provide the State of Michigan ("the State") with this Change Request Proposal (the "Change Request Proposal 013") for which the State has requested changes to the Contract 071B1300109 effective November 16, 2010, as amended (the '109 Contract"), asking Optum to provide a proposal to upgrade the existing 1 GbE (Gigabit Ethernet) Network Adapters to 10 GbE Network Adapters on all nine (9) Teradata nodes.

Teradata will provide nine (9) 10 GbE Network Adapters which will replace nine (9) existing 1 GbE Adapters installed across the 9 Teradata nodes as detailed below. The 1 GbE Network Adapters that are replaced will be removed from the State's site and retained by Teradata per the terms set forth in the '109 Contract.

The nine (9) 10 GbE Network Adapters, which is one per node, shall be allocated as follows:

- Five (5) for the 3+2 5650-H Production System
- Three (3) for the 2+1 5650-H Development/DR System
- One (1) for the 560 Test System

The pricing for these nine (9) 10 GbE Network Adapters and installation of the same is set forth below:

| Qty           | Product ID | Description                                       | Total              |
|---------------|------------|---|--------------------|
| 1             | 9163-K251  | Adapter PCIe 10Gb Ethernet, 2 Channel, Copper, LP | \$2,300.00         |
| 8             | 9165-K251  | Adapter PCIe 10Gb Ethernet, 2 Channel, Copper, LP | \$18,400.00        |
| 1             | Services   | Installation Charge                               | \$2,200.00         |
| <b>Total:</b> |            |   | <b>\$22,900.00</b> |

Optum and Teradata will provide Business Critical 7 x 24 Remedial Maintenance Services on the nine (9) 10 GbE Network Adapters at the same price as applied to Business Critical 7 x 24 Remedial Maintenance Services for the 1 GbE Network Adapters being replaced for the duration of the Maintenance Service Term for which pricing is set forth in the '109 Contract. Note: This represents a 100% discount on the incremental/additional cost of providing maintenance services for the 10

GbE Network Adapters versus the existing 1 GbE Network Adapters. This is a one-time only discount for this transaction only and Optum and Teradata can't guarantee that this type of discount will necessarily apply to any other modifications on this or any other systems.

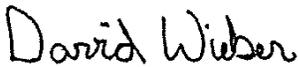
A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 013 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract.

The State can approve this Change Request Proposal 013 by issuing a Change Notice and by either issuing a new Purchase Order or by issuing a revised FY14 Purchase Order with the additional funding required by this Change Request 013.

Except as expressly amended by this Change Request 013, all other terms and conditions of the '109 Contract remain in effect.

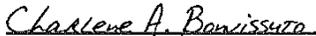
Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions, Inc.



Charlene A. Bonvissuto (Sep 23, 2013)

Signer:

Charlene A. Bonvissuto  
Chief Operating Officer  
Optum Government Solutions, Inc.

# Attachment 1B (Revised)

## Payment Milestones - 5 Year growth

| Milestone   | State of Michigan Fiscal Year |                       |                       |                       |                       |                     |                        |
|---|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|------------------------|
|   | FY11                          | FY12                  | FY13                  | FY14                  | FY15                  | FY16                | Total                  |
| Initial Training Subscription Plus Teradata Partners Conference | 29,060                        |                       |                       |                       |                       |                     | \$29,060.00            |
| Contract Hardware and Software                                  | 9,597,979                     |                       |                       |                       |                       |                     | \$9,597,979.00         |
| Production System Production Migration Completion               | \$243,311                     |                       |                       |                       |                       |                     | \$243,311.00           |
| 5450 Deinstallation   | \$34,255                      |                       |                       |                       |                       |                     | \$34,255.00            |
| Test System Production Migration Completion                     | \$84,452                      |                       |                       |                       |                       |                     | \$84,452.00            |
| 5380 Deinstallation   | \$34,755                      |                       |                       |                       |                       |                     | \$34,755.00            |
| TASMServices  | \$45,910                      |                       |                       |                       |                       |                     | \$45,910.00            |
| DA Implementation Services - Architecture Planning and Design   |                               | \$55,926.00           |                       |                       |                       |                     | \$55,926.00            |
| DA Implementation Services - Configuration and Setup            |                               | \$74,568.00           |                       |                       |                       |                     | \$74,568.00            |
| DA Implementation Services - Detail Design and Implementation   |                               | \$167,779.00          |                       |                       |                       |                     | \$167,779.00           |
| DA Implementation Services - Additional Mentoring               |                               |                       |                       | \$74,568.00           |                       |                     | \$74,568.00            |
| Protegrity Services   | \$50,805                      |                       |                       |                       |                       |                     | \$50,805.00            |
| Ongoing TEN+ Membership plus Teradata Partner Conference        |                               | \$29,060.00           | \$29,060.00           | \$29,060.00           | \$29,060.00           |                     | \$116,240.00           |
| Production System Recurring Hardening                           |                               |                       |                       |                       | \$130,509.00          |                     | \$130,509.00           |
| Additional Recurring Hardening for DA Option                    |                               |                       |                       |                       | \$130,677.00          |                     | \$130,677.00           |
| Teradata Warehouse Miner Training Course 1                      | \$37,069                      |                       |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 2                      |                               | \$37,069.00           |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Miner Training Course 3 - CR012              |                               |                       |                       | \$37,069.00           |                       |                     | \$37,069.00            |
| 10 GbE Network Adapter Change - CR013                           |                               |                       |                       | \$22,900.00           |                       |                     | \$22,900.00            |
| On-Going Training   | \$73,684                      | \$47,504.00           | \$47,504.00           | \$47,504.00           | \$47,504.00           |                     | \$263,700.00           |
| DataDirect Software Licenses - CR002                            | \$32,000                      |                       |                       |                       |                       |                     | \$32,000.00            |
| DataDirect Software Maintenance - CR002                         | \$6,600                       | \$7,660.00            | \$8,420.00            | \$9,260.00            | \$10,190.00           |                     | \$42,130.00            |
| Additional ODBC Software and Maintenance Support - CR007        |                               | \$15,650.00           | \$3,460.00            | \$3,810.00            | \$4,190.00            |                     | \$27,110.00            |
| Additional ODBC Software - CR008                                |                               | \$3,200.00            |                       |                       |                       |                     | \$3,200.00             |
| AIX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002                | \$15,827                      |                       |                       |                       |                       |                     | \$15,827.00            |
| AIX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002               |                               | \$34,821.00           |                       |                       |                       |                     | \$34,821.00            |
| BI Query Software License and Maintenance - CR003               |                               | \$161,799.06          | \$88,581.96           | \$97,442.76           | \$107,185.07          |                     | \$455,008.85           |
| Business Objects Software Maintenance - CR004                   |                               | \$37,751.00           |                       |                       |                       |                     | \$37,751.00            |
| JSURS Support - CR004   |                               | \$272,908.00          | \$286,552.00          | \$300,880.00          | \$315,923.00          |                     | \$1,176,263.00         |
|   |                               |                       |                       |                       |                       |                     |                        |
|   | 3/1/11 - 9/30/11              | 10/1/11 - 9/30/12     | 10/1/12 - 9/30/13     | 10/1/13 - 9/30/14     | 10/1/14 - 9/30/15     | 10/1/15 - 2/29/16   |                        |
| Warranty - Production System w/AWS Rack                         | \$267,566                     | \$191,120.00          |                       |                       |                       |                     | \$458,686.00           |
| Warranty - Test System w/AWS Rack                               | \$198,344                     | \$141,875.00          |                       |                       |                       |                     | \$340,019.00           |
| Warranty - Teradata Warehouse Miner                             | \$9,051                       | \$6,465.00            |                       |                       |                       |                     | \$15,516.00            |
| Warranty - Dual Active  | \$55,319                      | \$39,514.00           |                       |                       |                       |                     | \$94,833.00            |
| On-Going Annual Maintenance - Disk Retention Option - CR 009    |                               |                       | \$26,110.00           | \$31,331.00           | \$31,331.00           | \$13,055.00         | \$101,827.00           |
| On-Going Annual Maintenance - COD Pull Ahead - CR 011           |                               |                       | \$104,945.17          |                       |                       |                     | \$104,945.17           |
| On-Going Annual Maintenance - Prod System w/AWS Rack            |                               | \$267,568.00          | \$459,560.00          | \$526,001.00          | \$614,352.00          | \$268,282.00        | \$2,135,763.00         |
| On-Going Annual Maintenance - Test System w/AWS Rack            |                               | \$198,344.00          | \$340,733.00          | \$368,755.00          | \$435,631.00          | \$195,567.00        | \$1,539,030.00         |
| On-Going Annual Maintenance - Teradata Warehouse Miner          |                               | \$9,051.00            | \$15,516.00           | \$15,516.00           | \$15,516.00           | \$6,465.00          | \$62,064.00            |
| On-Going Annual Maintenance - Dual Active                       |                               | \$55,319.00           | \$95,146.00           | \$104,032.00          | \$116,972.00          | \$50,748.00         | \$422,217.00           |
| <b>Total</b>  | <b>\$10,815,989</b>           | <b>\$1,854,751.06</b> | <b>\$1,505,588.13</b> | <b>\$1,568,128.76</b> | <b>\$1,989,040.07</b> | <b>\$534,117.00</b> | <b>\$18,367,614.01</b> |

Ad Board Approved Contract Amount: \$19,073,580.00  
 Amount Remaining not allocated: \$705,965.99

STATE OF MICHIGAN  
 DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET  
 PROCUREMENT  
 P.O. BOX 30026, LANSING, MI 48909  
 OR  
 530 W. ALLEGAN, LANSING, MI 48933

**CHANGE NOTICE NO. 7**  
 to  
**CONTRACT NO. 071B1300109**  
 between  
**THE STATE OF MICHIGAN**  
 and

| NAME & ADDRESS OF CONTRACTOR:  | PRIMARY CONTACT | EMAIL                   |
|--|-----------------|-------------------------|
| Optum Government Solutions, Inc.<br>12125 Technology Drive<br>Eden Prairie, MN 55344 | David Wieber    | David.Wieber@Optum.com  |
|  | TELEPHONE       | CONTRACTOR #, MAIL CODE |
|  | (517) 993-0929  |                         |

| STATE CONTACTS                | AGENCY | NAME      | PHONE        | EMAIL                 |
|-------------------------------|--------|-----------|--------------|-----------------------|
| CONTRACT COMPLIANCE INSPECTOR |        |           |              |                       |
| BUYER                         | DTMB   | Joe Kelly | 517-373-3993 | Kellyj11@michigan.gov |

| CONTRACT SUMMARY:                                       |  |                                |   |
|---|--|--------------------------------|---|
| DESCRIPTION: DATA WAREHOUSE IMPLEMENTATION AND SERVICES |  |                                |   |
| INITIAL EFFECTIVE DATE                                  | INITIAL EXPIRATION DATE                      | INITIAL AVAILABLE OPTIONS      | EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW                        |
| November 16, 2010                                       | November 15, 2015                            | 5, 2 Year Options              | November 15, 2015   |
| PAYMENT TERMS   | F.O.B  | SHIPPED                        | SHIPPED FROM  |
| N/A   | N/A  | N/A                            | N/A   |
| ALTERNATE PAYMENT OPTIONS:                              |  |                                | AVAILABLE TO MIDEAL PARTICIPANTS                                    |
| <input type="checkbox"/> P-card                         | <input type="checkbox"/> Direct Voucher (DV) | <input type="checkbox"/> Other | <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| MINIMUM DELIVERY REQUIREMENTS:                          |  |                                |   |
| N/A   |  |                                |   |

| DESCRIPTION OF CHANGE NOTICE:  |                                  |   |                            |                              |
|--|----------------------------------|---|----------------------------|------------------------------|
| EXTEND CONTRACT EXPIRATION DATE  | EXERCISE CONTRACT OPTION YEAR(S) | EXTENSION BEYOND CONTRACT OPTION YEARS      | LENGTH OF OPTION/EXTENSION | EXPIRATION DATE AFTER CHANGE |
| <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes  | <input type="checkbox"/>         | <input type="checkbox"/>                    |                            |                              |
| VALUE/COST OF CHANGE NOTICE:   |                                  | ESTIMATED AGGREGATE CONTRACT VALUE REMAINS: |                            |                              |
| \$0.00   |                                  | \$19,073,579.85                             |                            |                              |
| Effective immediately the contract is updated to include items from Change Request Proposal 012 dated September 5, 2013 and Change Request Proposal 014 dated October 1, 2013. |                                  |   |                            |                              |
| All other terms, conditions, specifications, and pricing remain the same. Per vendor and agency agreement and DTMB Procurement approval.                                       |                                  |   |                            |                              |

Change Notice Number 7  
Contract Number 071B1300109

**FOR THE CONTRACTOR:**

Optum Government Solutions, Inc.

Firm Name

James Franke

James Franke (Oct 30, 2013)

Authorized Agent Signature

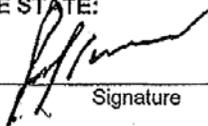
James Franke

Authorized Agent (Print or Type)

Oct 30, 2013

Date

**FOR THE STATE:**



Signature

Jeff Brownlee, Chief Procurement Officer

Name/Title

DTMB/Procurement

Enter Name of Agency

Date

IGX84595



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

September 5, 2013

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

RE: CHANGE REQUEST PROPOSAL 012 FOR A TERADATA WAREHOUSE MINER WORKSHOP AND FY14  
CHANGES UNDER CONTRACT No. 071B1300109

Dear Carol:

The State of Michigan (the "State") has made a request for change to Contract No. 071B1300109 ("Change Request 012") asking Optum Government Solutions, Inc. ("Optum") to provide a proposal for a Teradata Warehouse Miner Workshop to be delivered in November 2013 along with several other Fiscal Year 2014 ("FY14") related changes. The workshop/training course constitutes "New Work", as that term is defined in our Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract").

In response to this Change Request 012, Optum is pleased to provide the State with this Change Request Proposal for an additional Teradata Warehouse Miner Workshop and the other FY14 related changes to the Contract (the "Change Request Proposal 012").

**I. Description of the Scope Covered by this Change Request Proposal 012**

**1. Teradata Data Warehouse Minor Training**

In so far as the additional Teradata Warehouse Miner Workshop is outside the scope of Optum's current responsibilities under the '109 Contract, consistent with the provisions of Section 2.024 of the '109 Contract, the following describes the new Scope covered by this Change Request Proposal 012:

**Workshop/Course Description:**

Teradata Warehouse Miner Workshop  
Course Number: 20685  
Lecture/Lab

Teradata Warehouse Miner software is used to construct analytic models (also called data mining). This hands-on workshop provides an introduction to the Teradata Warehouse Miner software. Participants first learn about basic data mining terms and techniques and then work through a series of hands-on exercises intended to highlight the analytical techniques and other data manipulation functions that Teradata Warehouse Miner contains. If applicable, the instructor will also discuss how the Teradata Warehouse Miner Business Analytic Templates work, are implemented and customized using Teradata Warehouse Miner.

This workshop covers the topics included in the Profiler, ADS Generator, and Analytic Algorithms courses.

#### Topics

- For each of the data mining techniques and data manipulation functions provided in Teradata Warehouse Miner, the following information is discussed:
- Overview of Teradata Profiler functionality, including intro of the analysis types
- Detailed examination of each profiler analysis (values, frequency, histogram, statistical analysis, scatter plot, data explorer, overlap analysis, and correlation matrix) as well as exercises for each of these
- Introduction/Overview of the Teradata analytic strategy and the other components of the TWM software
- Simulated data quality analysis, applying the tools learned
- Overview of the analytic model development process and the role of analytic data sets
- Use of Teradata ADS generator software including detailed examination of variable creation and transformation capabilities
- Examination and Use of Teradata Warehouse Miner Analytic Algorithms
- Scoring data utilizing models developed with these techniques

#### Audience

Data Warehouse Application Specialists and Data Warehouse Analytical Modelers.

#### Prerequisites

- Basic Analytical skills
- Working knowledge of using arithmetic operators
- Introduction to the Teradata Database (Instructor-led (#25964), WBT (#26438))
- Teradata SQL (Instructor-led (#25965) or WBT (#31926)) desirable but not required

#### Event Location

Optum, via its subcontractor Teradata Government Systems LLC (the "Contractor"), will deliver the training services(s) to the State at a location designated and provided by the State in the Lansing, MI area. The State will be responsible for any facility rental fees and catering charges.

#### Scheduling Requests Deadline

The Contractor will attempt to accommodate State scheduling requests but cannot guarantee dates until this Change Request 012 has been approved by the State in accordance with the terms set forth in this Change Request Proposal 012. The Contractor will hold requested dates that have been confirmed for training service(s) for a five business day period but will release such dates if this Change Request 012 has not been accepted at the end of this period.

#### Course Logistics

The State is responsible for:

- On-site classroom setup
- Hardware and software configuration for student labs
- Connectivity and setup of PC workstations for student labs
- Access to a non-production Teradata system, which is required for student labs

Upon receipt of this approved Change Request Proposal 012, Optum will send a Logistics Worksheet to the designated State contact person. It is critical that the Logistics Worksheet is completed and quickly returned to Optum for forwarding to the Contractor. The Contractor will then send the course Lab Set-up Instructions to the designated State contact person.

**Training Services**

The Contractor will supply the following training service(s):

| <b>Training Services</b> | <b>Learning Deliverable</b>   |
|--------------------------|---|
| Instructor-led Training  | Teradata on-site 5 day class for Teradata Warehouse Miner Workshop - 1 day of prep and 4 days of delivery |
| Total Number of students | Up to 20  |
| Scheduled Date           | Targeting November 18-22, 2013*   |
| Charges                  | \$37,069  |
| Notes:                   | Instructor travel and expenses are included in the price.   |

\*Actual training dates shall be determined based on the terms set forth in the "Scheduling Requests Deadline" section of this Change Request Proposal 012 and in all events, the actual dates shall occur during one (1) contiguous business week from Monday through Friday, excluding locally observed State holidays.

**Terms for Training Services**

All courses and courseware materials, on any medium, are the intellectual property of Teradata and protected under copyright laws. Courseware materials may not be duplicated or altered without written permission from Teradata. No portion of the class may be recorded.

**2. Hardening Services**

Remove the Teradata Recurring Hardening Services originally planned to be delivered in FY14.

The State is electing to forego the Teradata Recurring Hardening Services included in the '109 Contract for the period of October 1, 2013 – September 30, 2014 (FY14).

Below are the payment milestones to be removed as part of the revised Attachment 1B Payment Milestones:

| <u>Description</u>                           | <u>Period Covered</u> | <u>Price to State</u> |
|--|-----------------------|-----------------------|
| Production System Recurring Hardening        | 10/1/13-9/30/14       | \$125,489.00          |
| Additional Recurring Hardening for DA Option | 10/1/13-9/30/14       | \$125,651.00          |

**3. Dual Active Implementation Mentoring**

Move the Dual Active Implementation Additional Mentoring services and related payment milestone from FY13 to FY14.

**4. Capacity On-Demand (COD) Payment**

The COD pull-ahead related payment milestone for FY14 was moved to FY13 as the State requested that Optum invoice the FY14 related amount at the same time as the FY13 related amount.

**II. Terms by Which the State May Accept This Change Request Proposal 012:**

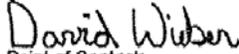
A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 012 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract. The revised Attachment 1B shows a net reduction to the total of all payment milestones of \$214,071.00.

The State can approve this Change Request Proposal 012 by issuing a Change Notice that references this Change Request Proposal 012..

Except as expressly amended by this Change Request 012, all other terms and conditions of the '109 Contract remain in effect.

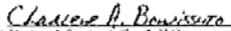
Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions



Signer:

Charlene A. Bonvissuto (Sep 3, 2013)  
Charlene A. Bonvissuto  
Chief Operating Officer  
Optum Government Solutions, Inc.

### Attachment 1B (Revised)

Payment Milestones - 5 Year Growth

| Milestone  | State of Michigan Fiscal Year |                        |                        |                        |                        |                     | Total                   |
|--|-------------------------------|------------------------|------------------------|------------------------|------------------------|---------------------|-------------------------|
|  | FY11                          | FY12                   | FY13                   | FY14                   | FY15                   | FY16                |                         |
| Initial Training Subscription Plus Teradata Partner Conference | 29,060                        |                        |                        |                        |                        |                     | \$29,060.00             |
| Contract Hardware and Software                                 | 9,937,379                     |                        |                        |                        |                        |                     | \$9,937,379.00          |
| Production System Production Migration Completion              | \$243,311                     |                        |                        |                        |                        |                     | \$243,311.00            |
| ETED Data Migration  | \$34,289                      |                        |                        |                        |                        |                     | \$34,289.00             |
| Test System Production Migration Completion                    | \$94,482                      |                        |                        |                        |                        |                     | \$94,482.00             |
| ETED Certification   | \$34,793                      |                        |                        |                        |                        |                     | \$34,793.00             |
| TACN Services  | \$45,910                      |                        |                        |                        |                        |                     | \$45,910.00             |
| DA Implementation Services - Architecture Planning and Design  |                               | \$59,324.00            |                        |                        |                        |                     | \$59,324.00             |
| DA Implementation Services - Configuration and Setup           |                               | \$74,669.00            |                        |                        |                        |                     | \$74,669.00             |
| DA Implementation Services - Detail Design and Implementation  |                               | \$167,773.00           |                        |                        |                        |                     | \$167,773.00            |
| DA Implementation Services - Additional Mentoring              |                               |                        | \$0.00                 | \$74,669.00            |                        |                     | \$74,669.00             |
| Priority Services  | \$50,805                      |                        |                        |                        |                        |                     | \$50,805.00             |
| Ongoing TEB Membership plus Teradata Partner Conference        |                               | \$29,060.00            | \$29,060.00            | \$29,060.00            | \$29,060.00            | \$29,060.00         | \$175,240.00            |
| Production System Resourcing Mentoring                         |                               |                        |                        | \$0.00                 | \$130,609.00           |                     | \$130,609.00            |
| Additional Recruiting Hiring for BA Capex                      |                               |                        |                        | \$0.00                 | \$720,877.00           |                     | \$720,877.00            |
| Teradata Warehouse Miner Training Course 1                     | \$37,049                      |                        |                        |                        |                        |                     | \$37,049.00             |
| Teradata Warehouse Miner Training Course 2                     |                               | \$37,049.00            |                        |                        |                        |                     | \$37,049.00             |
| Teradata Warehouse Miner Training Course 3 - CR013             |                               |                        |                        | \$37,049.00            |                        |                     | \$37,049.00             |
| Ongoing Training   | \$73,834                      | \$47,304.00            | \$47,304.00            | \$47,304.00            | \$47,304.00            |                     | \$263,750.00            |
| Data Direct Software Licenses - CR02                           | \$32,000                      |                        |                        |                        |                        |                     | \$32,000.00             |
| Data Direct Software Maintenance - CR02                        | \$6,600                       | \$7,460.00             | \$8,420.00             | \$9,260.00             | \$10,190.00            |                     | \$41,870.00             |
| Additional COBC Software and Maintenance Support - CR037       |                               | \$19,410.00            | \$19,410.00            | \$19,410.00            | \$19,410.00            |                     | \$77,640.00             |
| Additional COBC Software - CR038                               |                               | \$3,200.00             |                        |                        |                        |                     | \$3,200.00              |
| AX Systems HA & DR M14-0111 - 9/30/11 - CR002                  | \$19,827                      |                        |                        |                        |                        |                     | \$19,827.00             |
| AX Systems HA & DR M11-0111 - 3/31/16 - CR002                  |                               | \$34,821.00            |                        |                        |                        |                     | \$34,821.00             |
| BI Query Software License and Maintenance - CR01               |                               | \$161,793.00           | \$161,793.00           | \$161,793.00           | \$161,793.00           |                     | \$647,172.00            |
| Business Objects Software Maintenance - CR004                  |                               | \$37,781.00            |                        |                        |                        |                     | \$37,781.00             |
| 2009 Support - CR004   |                               | \$272,308.00           | \$216,662.00           | \$100,890.00           | \$316,323.00           |                     | \$806,183.00            |
|  | 2/1/11 - 8/30/11              | 10/1/11 - 9/30/12      | 10/1/12 - 9/30/13      | 10/1/13 - 9/30/14      | 10/1/14 - 9/30/15      | 10/1/16 - 9/30/16   |                         |
| Warranty - Production System w/AVS Rack                        | \$267,669                     | \$191,923.00           |                        |                        |                        |                     | \$459,592.00            |
| Warranty - Test System w/AVS Rack                              | \$139,344                     | \$141,679.00           |                        |                        |                        |                     | \$281,023.00            |
| Warranty - Teradata Warehouse Miner                            | \$9,051                       | \$6,465.00             |                        |                        |                        |                     | \$15,516.00             |
| Warranty - Dual Active   | \$59,319                      | \$33,814.00            |                        |                        |                        |                     | \$93,133.00             |
| On-Going Annual Maintenance - Disk Retention Option - CR 009   |                               |                        | \$26,116.00            | \$31,331.00            | \$31,331.00            | \$13,056.00         | \$101,834.00            |
| On-Going Annual Maintenance - COO Pull Areas - CR 011          |                               |                        | \$104,346.17           | \$0.00                 |                        |                     | \$104,346.17            |
| On-Going Annual Maintenance - Prod System w/AVS Rack           |                               | \$267,669.00           | \$439,593.00           | \$439,593.00           | \$614,362.00           | \$269,292.00        | \$2,460,519.00          |
| On-Going Annual Maintenance - Test System w/AVS Rack           |                               | \$139,344.00           | \$240,733.00           | \$240,733.00           | \$336,631.00           | \$139,347.00        | \$1,396,818.00          |
| On-Going Annual Maintenance - Teradata Warehouse Miner         |                               | \$9,051.00             | \$18,516.00            | \$18,516.00            | \$18,516.00            | \$6,465.00          | \$81,065.00             |
| On-Going Annual Maintenance - Dual Active                      |                               | \$59,319.00            | \$33,148.00            | \$104,092.00           | \$119,872.00           | \$30,749.00         | \$467,270.00            |
| <b>Total</b>   | <b>\$10,816,889</b>           | <b>\$17,664,761.00</b> | <b>\$17,606,688.13</b> | <b>\$17,844,228.78</b> | <b>\$18,869,840.07</b> | <b>\$824,117.00</b> | <b>\$118,344,714.81</b> |

All Board Approved Contract Amount \$19,073,580.00  
 Amount Remaining not allocated \$729,865.99



822 Centennial Way, Suite 100 | Lansing, MI 48917 | phone: (517) 993-0929 | www.optum.com

October 1, 2013

Mr. David Bengel  
Michigan Department of Technology, Management and Budget  
515 Westshire Drive  
Lansing, MI 48917

RE: **CHANGE REQUEST PROPOSAL 014 TO UPGRADE PROTEGRITY SOFTWARE UNDER CONTRACT NO. 071B1300109**

Dear Dave:

Optum Government Solutions, Inc., an Optum company ("Optum") is pleased to provide the State of Michigan ("the State") with this Change Request Proposal (the "Change Request Proposal 014") for which the State has requested changes to the Contract 071B1300109 effective November 16, 2010, as amended (the "109 Contract"), asking Optum to provide a proposal to upgrade the Protegrity Software.

The services delivered on this project will be performed by Teradata Government Systems, LLC ("Teradata") under subcontract to Optum.

#### **PART A: PROJECT SPECIFIC TERMS**

##### **1. NATURE OF THE PROJECT**

The purpose of this project is to install and configure upgraded components of the Protegrity Data Protector System (DPS) in the State environment. Teradata will install the Enterprise Security Administrator (ESA) server and Data Protectors for Teradata on State's 3+2 5650 H Production platform, 2+1 5650 H Development/Test platform, and 560 Dual Systems Development and Test platform.

##### **2. SERVICES**

###### **Protegrity Data Protector System (DPS) Upgrade**

The Protegrity software, although fully operational in the State Teradata environment, has not yet been utilized in a live "Production" manner and has not been used to encrypt any Production data. The upgrade process is therefore assumed to be straight forward as there will be no key rotation required and no migrating of existing policies, roles, data elements, or other components.

The Teradata InfoSec Center of Expertise (COE) will work with State database administrators (DBAs), compliance officers, and internal audit as required to perform all or a portion of the following activities:

- Uninstall existing older version of Protegrity ESA server and data protector for Teradata from the State's Teradata systems and separate ESA Server hardware or VM
- Install the most recently available version of Protegrity ESA server on the same dedicated hardware or VM environment
- Install Data Protectors for Teradata on all of the applicable State Teradata production, development/test, and dual systems development/test platforms
- Installation of Protegrity UDFs on the applicable State Teradata platforms
- Create sample Policies and Data Elements on the ESA Server
- Deploy sample Policies from the ESA Server to the Teradata environments

**Deliverable:**

1. Completion Confirmation Letter

Description: One page letter sent electronically via email confirming that the tasks listed above have been completed and requesting that the State countersign indicating its acknowledgement that the services have been completed.

Completion Criteria: The deliverable will be deemed complete when the State signs and returns an electronic copy of the signed letter to Optum.

**3. DEPENDENCIES AND STATE RESPONSIBILITIES/ PERSONNEL**

- 3.1. Optum's agreement to perform these Services through its subcontractor, Teradata, is dependent and conditioned upon the following dependencies being satisfied, upon the State being responsible for and completing the following engagement-specific responsibilities, and upon the State providing the following personnel resources:

Dependencies and responsibilities of the State include:

- Provision of oversight Project Management and a communication contact for Project issues.
- For the duration of the Project, dedicated work space(s) according to PART B, Section 3.4, for up to three resources.
- Provision of valid usernames and passwords for Teradata consultants to access the internal network and required systems at Project initiation.
- Provision and maintenance necessary for connectivity between the Teradata system and the designated application server for the entire duration of the Project.
- Provision of a formal review of the ETL processes, coding standards, platform environments, and operational processes.
- Provision of an inventory, documentation, and source code for:  
All current production table DDL and ETL code. This includes Table DDL, ETL tool metadata and workflows, shell scripts, stored procedures, and SQL scripts.
- Explanation of data and processes as reasonably needed.
- The State will determine if people needed for technical knowledge transfer sessions and make those people available during this activity.
- Prompt review of generated assessments and documentation.
- Prompt review and completion of any testing required prior to providing sign-off on the Completion Confirmation Letter.

The State Personnel required for the Project include:

- State Project sponsor

- State Project manager
- One State DBA resource
- One State ETL resource
- One State BI Reporting resource

State ETL and BI Reporting personnel will be required to assist in validating normal operations of the sample ESA Server Policy and associated Roles, Data Elements, data encryption keys, UDF's and activity log collection. A sample ETL process involving an encrypted column should be created by the State and tested along with a sample query or report accessing encrypted data from the most common BI tool in use by the State as part of the full production operationalization and validation testing.

- 3.2. The State recognizes that any delay the State may incur in providing to Teradata the technological and human resources, data and necessary information for the execution of the objectives of this Project may, in turn, generate a delay in Teradata's provision of services. The State also recognizes that the provision of information that is inexact, incomplete, and/or different from specified requirements may generate similar delays.

#### 4. OUT OF SCOPE SERVICES; EXCLUSIONS

- 4.1. The Services to be provided by Teradata include only what is expressly described in this Change Request Proposal 014 and the Project Plan, once approved by both parties. Services that are outside the scope of this Change Request Proposal 014 include, but are not limited to, the following:
- Reengineering of processes
  - The solution of any problem originating from the quality of the data
  - The design or development of applications to create non-existent data or to modify current data
  - The construction of a dictionary of current data used to populate one or more databases
  - Full-production operational implementation (such as complete automation and error handling for the data loads) optimization, performance tuning, data and operations management, archive/recovery, and knowledge transfer
  - Complex analytical processing that is not included as part of a Teradata-provided solution's functionality
  - Loading of any historical data to the Teradata platform beyond data resident within the current Protegrity SQL Server database
  - BI tool report development or adjustments
  - Training State personnel in the use and operation of the Protegrity software

#### 5. RATES AND BILLING

The cost to the State for this Change Request Proposal 014 is \$31,500.00 and will be invoiced upon completion of the deliverable described in Section 2 – Services above.

### PART B. GENERAL TERMS

#### 1. PERSONNEL

- 1.1 Teradata will staff a project team to provide Services and Deliverables under this Change Request Proposal 014. The project team may be Teradata employees working on the State's site, employees in any geographic location, or employees of

Teradata affiliate organizations, or third party subcontractors. Individuals assigned to the Project may fill any combination of roles.

- 1.2 The State is solely responsible for its employees and for any third parties and subcontractors that the State directly manages or engages.
- 1.3 The State will provide State Personnel and other qualified resources as specified in the mutually agreed project schedule. Unavailability of these resources will be managed as a Change Order and may result in delays to the Project Duration or Fees.

## 2. GENERAL RESPONSIBILITIES

- 2.1 The State and Optum agree to each complete their respective responsibilities in this Change Request Proposal 014, the Project Schedule, and other mutually-agreed project plan documents. Deviation from those agreements will be managed as a Change Order and may result in change to the Project Duration and Fees. If the State and Optum fail to reach agreement on those changes either party may suspend performance under this Change Request Proposal 014.
- 2.2 The State and Optum will appoint a management escalation point for the other party to work with if needed.
- 2.3 Optum via Teradata and the State will each assign a project manager. The project managers will develop the project schedule and other project plan documents and processes. These include task and resource management, status reporting, invoicing, change control, and issues management. The issues management process will specify timeframes and responsibilities for escalation to State and Optum management as necessary to meet the Project Schedule. The assigned Teradata InfoSec COE Security Architect with assistance as required from the Teradata local account team will perform project management tasks required of Optum and Teradata for the duration of this project.
- 2.4 Teradata, Optum, and the State will identify the hardware, software, licenses, and capacity / performance specifications for the technical environments required to execute this project. These include, but are not limited to, development, test, production, ETL servers and databases, BI servers, development tools, project management, software configuration management, defect tracking tools, and remote network connectivity for access by off-site Teradata team members. The State will install and maintain these environments and perform all necessary configuration management and backup of completed and in-process work products. The State Project Manager will ensure access to these environments by Optum personnel and subcontractors to support project work, and will notify Optum of any changes to these environments.
- 2.5 The State will provide Optum personnel and its subcontractors with co-located working space, facilities, printers, network and Internet access, local telephone extensions, computer resources, and other necessary physical facilities. The State will provide token-free, high-speed Business-to-Business connectivity between the State and Teradata with appropriate security and VPN connectivity with Teradata's intranet. The State agrees that Services may also be performed remote from Teradata Global Consulting Centers, and from time to time from other remote locations, and will provide suitable remote access.
- 2.6 The State will articulate the Project Requirements for all Services and Deliverables under this Change Request Proposal 014 by the project start date, or as otherwise agreed in the project schedule including all policies, governance rules, and business,

development and deployment processes. Once signed-off, any change to Project Requirements will be mutually agreed by the Project Managers using the Change Control process.

- 2.7 The State will identify and interpret any applicable laws, regulations, and statutes that affect the State's systems or data to which Optum or Teradata will have access during this Project as well as all policies, governance rules, business processes, development guidelines, and deployment processes which pertain to the Services and Deliverables. The State will ensure that its systems and processes comply with any such requirements. These must be disclosed before this Change Request Proposal 014 is accepted, and will be managed as Project Requirements.
- 2.8 The State will implement, with agreement from Optum; controls on access, use, and security of data, the transmission of personally identifiable information, and appropriate steps to mask sensitive data. The State will provide information about, and qualified resources to describe, all source data. The State will ensure the completeness, accuracy, quality, consistency, format, and integrity of the data and is responsible for resolving any data quality problems. The State will provide samples of data including any necessary masking or protection of sensitive information, as required to support Services and Deliverables and according to the Project Schedule.
- 2.9 The State will maintain all source systems and will notify Optum of any change in source data availability or specification. Any change to source data content, quality, or availability that results in additional work shall be subject to a change order. If the State provides source data, they will provide extracts of production data for testing and/or data load per the mutually-agreed project schedule in the agreed format. Unless otherwise agreed, any historical data loaded as part of this project shall be in the same format as the current data. The State will define all business rules and data transformation requirements according to the agreed project schedule, and they will be managed as Project Requirements.
- 2.10 The State shall inform Optum immediately about any changes which might impact the project.
- 2.11 The State shall review and approve interim work-products and deliverables (including project plans, schedules, requirements, technical specifications, test plans, etc.) in a timely manner and according to agreed project schedule. Unless otherwise agreed in the project schedule, the review and approvals must be completed within five working days.

### **3. CHANGE CONTROL PROCESS**

- 3.1 The Project Managers shall document and mutually agree to the Project Change Control process and a signed-off "Project Change Control Plan" as part of start-up project planning. The Project Change Control Plan will take precedence over the process defined in this Change Request Proposal 014 in the event of any conflict.
- 3.2 The State or Optum may request changes to the Services, Deliverables, or other terms of this Change Request Proposal 014. Such requests will be communicated using a "Change Order" which describes the proposed change, the reason for the change, and the effect the change is expected to have on the project. The project manager of the requesting party will submit a written Change Order to the project manager for the other party.
- 3.3 The State and Optum will review the proposed Change Order within ten (10) business days, or according to the responsibilities and time frames in the agreed process. The Change Order will be updated with the response information, and both

parties will approve it, defer it for further study, or reject it. A mutually-agreed Change Order will take precedence over this Change Request Proposal 014 in the event of conflict.

- 3.4 If a requested change is complex, Optum may determine that additional fees and/or an adjustment to the project schedule are required for a full evaluation. In this case, Optum will submit an "Estimation Change Order" and will proceed with the evaluation and response to the request only after agreement by the State.

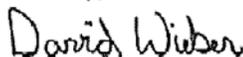
A revised Attachment 1B Payment Milestones is attached to this Change Request Proposal 014 and replaces the prior Attachment 1B Payment Milestones that formed an integral part of the '109 Contract.

The State can approve this Change Request Proposal 014 by issuing a Change Notice and by either issuing a new Purchase Order or by issuing a revised FY14 Purchase Order with the additional funding required by this Change Request 014.

Except as expressly amended by this Change Request 014, all other terms and conditions of the '109 Contract remain in effect.

Should you have any questions, please do not hesitate to contact me. Thank you again for the opportunity to work with you and your project team.

Sincerely,



Point of Contact:

David Wieber  
Michigan Director of Operations  
Optum Government Solutions, Inc.



Charlene A. Bonvissuto (Oct 2, 2013)

Signer:

Charlene A. Bonvissuto  
Chief Operating Officer  
Optum Government Solutions, Inc.

## Attachment 1B (Revised)

Payment Milestones - 5 Year growth

| Milestone   | State of Michigan Fiscal Year |                       |                       |                       |                       |                     |                        |
|---|-------------------------------|-----------------------|-----------------------|-----------------------|-----------------------|---------------------|------------------------|
|   | FY11                          | FY12                  | FY13                  | FY14                  | FY15                  | FY16                | Total                  |
| Initial Training Subscription Plus Teradata Partners Conference | 20,060                        |                       |                       |                       |                       |                     | \$20,060.00            |
| Contract Hardware and Software                                  | 9,597,979                     |                       |                       |                       |                       |                     | \$9,597,979.00         |
| Production System Production Migration Completion               | \$243,311                     |                       |                       |                       |                       |                     | \$243,311.00           |
| 6450 Deinstallation   | \$34,265                      |                       |                       |                       |                       |                     | \$34,265.00            |
| Test System Production Migration Completion                     | \$84,452                      |                       |                       |                       |                       |                     | \$84,452.00            |
| 5380 Deinstallation   | \$34,765                      |                       |                       |                       |                       |                     | \$34,765.00            |
| TASM Services   | \$45,910                      |                       |                       |                       |                       |                     | \$45,910.00            |
| DA Implementation Services - Architecture Planning and Design   |                               | \$55,026.00           |                       |                       |                       |                     | \$55,026.00            |
| DA Implementation Services - Configuration and Setup            |                               | \$74,669.00           |                       |                       |                       |                     | \$74,669.00            |
| DA Implementation Services - Detail Design and Implementation   |                               | \$187,770.00          |                       |                       |                       |                     | \$187,770.00           |
| DA Implementation Services - Additional Mentoring               |                               |                       |                       | \$74,568.00           |                       |                     | \$74,568.00            |
| Protegrity Services   | \$50,805                      |                       |                       |                       |                       |                     | \$50,805.00            |
| Ongoing TEN+ Membership plus Teradata Partner Conference        |                               | \$20,060.00           | \$20,060.00           | \$20,060.00           | \$20,060.00           |                     | \$116,240.00           |
| Production System Recurring Hardening                           |                               |                       |                       |                       | \$180,609.00          |                     | \$180,609.00           |
| Additional Recurring Hardening for DA Option                    |                               |                       |                       |                       | \$130,677.00          |                     | \$130,677.00           |
| Teradata Warehouse Mner Training Course 1                       | \$37,069                      |                       |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Mner Training Course 2                       |                               | \$37,069.00           |                       |                       |                       |                     | \$37,069.00            |
| Teradata Warehouse Mner Training Course 3 - CR012               |                               |                       |                       | \$37,069.00           |                       |                     | \$37,069.00            |
| 10 GbE Network Adapter Change - CR013                           |                               |                       |                       | \$22,900.00           |                       |                     | \$22,900.00            |
| Protegrity Software Upgrade - CR014                             |                               |                       |                       | \$31,500.00           |                       |                     | \$31,500.00            |
| On-Going Training   | \$73,684                      | \$47,504.00           | \$47,504.00           | \$47,504.00           | \$47,504.00           |                     | \$263,700.00           |
| DataDirect Software Licenses - CR002                            | \$32,000                      |                       |                       |                       |                       |                     | \$32,000.00            |
| DataDirect Software Maintenance - CR002                         | \$8,600                       | \$7,660.00            | \$9,420.00            | \$9,260.00            | \$10,190.00           |                     | \$42,130.00            |
| Additional ODBC Software and Maintenance Support - CR007        |                               | \$15,850.00           | \$3,460.00            | \$3,810.00            | \$4,190.00            |                     | \$27,110.00            |
| Additional ODBC Software - CR008                                |                               | \$3,200.00            |                       |                       |                       |                     | \$3,200.00             |
| AIX Systems Hw & SW Mnt 4/1/11 - 9/30/11 - CR002                | \$15,827                      |                       |                       |                       |                       |                     | \$15,827.00            |
| AIX Systems Hw & SW Mnt 10/1/11 - 9/30/16 - CR002               |                               | \$34,821.00           |                       |                       |                       |                     | \$34,821.00            |
| BI Query Software License and Maintenance - CR003               |                               | \$181,799.08          | \$88,881.98           | \$97,442.78           | \$107,185.07          |                     | \$466,008.91           |
| Business Objects Software Maintenance - CR004                   |                               | \$37,751.00           |                       |                       |                       |                     | \$37,751.00            |
| JSUR3 Support - CR004   |                               | \$272,908.00          | \$288,652.00          | \$300,860.00          | \$315,823.00          |                     | \$1,178,283.00         |
|   |                               |                       |                       |                       |                       |                     |                        |
|   | 3/1/11 - 9/30/11              | 10/1/11 - 9/30/12     | 10/1/12 - 9/30/13     | 10/1/13 - 9/30/14     | 10/1/14 - 9/30/15     | 10/1/15 - 2/29/16   |                        |
| Warranty - Production System w/AWS Rack                         | \$267,568                     | \$191,120.00          |                       |                       |                       |                     | \$458,688.00           |
| Warranty - Test System w/AWS Rack                               | \$198,344                     | \$141,675.00          |                       |                       |                       |                     | \$340,019.00           |
| Warranty - Teradata Warehouse Mner                              | \$9,051                       | \$8,465.00            |                       |                       |                       |                     | \$17,516.00            |
| Warranty - Dual Active  | \$55,319                      | \$39,514.00           |                       |                       |                       |                     | \$94,833.00            |
| On-Going Annual Maintenance - Disk Retention Option - CR 009    |                               |                       | \$26,110.00           | \$31,331.00           | \$31,331.00           | \$13,055.00         | \$101,827.00           |
| On-Going Annual Maintenance - COD Pull Ahead - CR 011           |                               |                       | \$104,845.17          |                       |                       |                     | \$104,845.17           |
| On-Going Annual Maintenance - Prod System w/AWS Rack            |                               | \$287,568.00          | \$459,660.00          | \$526,001.00          | \$814,352.00          | \$288,282.00        | \$2,135,783.00         |
| On-Going Annual Maintenance - Test System w/AWS Rack            |                               | \$198,344.00          | \$340,733.00          | \$368,755.00          | \$435,631.00          | \$195,697.00        | \$1,639,020.00         |
| On-Going Annual Maintenance - Teradata Warehouse Mner           |                               | \$9,051.00            | \$15,518.00           | \$15,518.00           | \$15,518.00           | \$6,466.00          | \$62,024.00            |
| On-Going Annual Maintenance - Dual Active                       |                               | \$55,319.00           | \$95,148.00           | \$104,032.00          | \$116,072.00          | \$60,748.00         | \$422,217.00           |
| <b>Total</b>  | <b>\$10,815,989</b>           | <b>\$1,854,751.06</b> | <b>\$1,505,588.13</b> | <b>\$1,699,628.76</b> | <b>\$1,989,040.07</b> | <b>\$534,117.00</b> | <b>\$18,399,114.01</b> |

Ad Board Approved Contract Amount: \$10,073,580.00  
 Amount Remaining not allocated: \$974,405.99