

AMENDMENT #3 TO CONTRACT  
 BY AND BETWEEN  
 THE CONNECTICUT HEALTH INSURANCE EXCHANGE  
 AND  
 KPMG LLP

This Agreement (hereinafter referred to as "Agreement") between the Connecticut Health Insurance Exchange (hereinafter "Exchange" or "Access Health CT") acting pursuant to Public Act 11-53 and KPMG LLP, a partnership, having its principal offices at 345 Park Avenue, New York, NY 10154 (hereinafter "Contractor") having an effective date of February 1, 2012 is amended as follows:

1. Under SECTION 5, SPECIFICATION OF SERVICES, delete the chart that contains Work Stream I and Work Stream II and replace it with the following chart and add the following new subsection at the end of such section:

Work Stream I	
1.0	Project Management
1.1a	Business Process & IT Requirements
1.1b	System Requirements
1.2	Procurement Options and Cost Estimates
1.3	Specifications for Preferred Options
1.4	Implementation Plan (preferred options)
1.5	RFP and Procurement Support
Work Stream II	
2.0	Project Management
2.1	Assess Existing Conditions and Capabilities
2.2	Requirements and Metrics Methodology
2.3	Business Process Changes and Implementation Strategy
2.4	Technical Requirements and Contract Specifications
Work Stream III	
3.0	Project Management
3.1	Business and Technical Requirements
3.2	End State Technical Solutions
3.3	Procurement Options and Cost Estimates
3.4	RFP Development and Procurement Support
3.5	Subject matter advice and experience
Work Stream IV	
4.0	Project Management
4.1	Program Management Assistance - IE/HIX

4.2	Program Management Assistance – DSS
4.3	Quality Assurance (PMQA)
4.4	Tier IV Requirements Definition and Workflows

- (c) The Contractor shall perform all tasks identified and defined in Amendment 1 and in Contractor's Proposal to Serve, dated April 25, 2012, submitted to the State of Connecticut's Request for Technical Assistance Vendor – Connecticut Health Insurance Exchange and the Department of Social Service (hereinafter the "Proposal to Serve". The Contractor's Proposal to Serve was hereby incorporated and made a part of this Agreement and attached herein as Appendix 2.

To deliver the work tasks associated with this Amendment 3, the Contractor will leverage the methodologies and approaches described in our original proposals and additional methodologies and approaches described in Appendix 3.

- 2) Amend SECTION 6, COST AND SCHEDULE OF PAYMENTS, by deleting the first paragraph of SECTION 6 and the corresponding table incorporated in such Section and replacing it as follows:

The Exchange shall pay the Contractor a total sum not to exceed Fifteen Million Fifty Thousand Five Hundred Thirty Five Dollars (\$15,050,535) for services performed under this Agreement as highlighted in the table below.

	Work Tasks	Not to Exceed Amount Per Work Task
Work Stream I		
1.0	Project Management	\$860,600
1.1a	Business Process Requirements	\$549,450
1.1b	System Requirements	\$436,800
1.2	Procurement Options and Cost Estimates	\$319,350
1.3	Specifications for Preferred Options	\$254,500
1.4	Implementation Plan (preferred options)	\$162,250
1.5	RFP and Procurement Support	\$189,000
Work Stream II		
2.0	Project Management	\$77,325
2.1	Assess Existing Conditions and Capabilities	\$64,750
2.2	Requirements and Metrics Methodology	\$45,250
2.3	Business Process Changes and Implementation Strategy	\$36,850
2.4	Technical Requirements and Contract Specifications	\$40,750
Work Stream III		
3.0	Project Management	\$238,758
3.1	Business and Technical Requirements	\$835,653

	Work Tasks	Not to Exceed Amount Per Work Task
3.2	End State Technical Solutions	\$358,137
3.3	Procurement Options and Cost Estimates	\$716,274
3.4	RFP Development and Procurement Support	\$238,758
3.5	Subject Matter Advice and Experience	\$500,000
<b>Work Stream IV</b>		
4.0	Project Management	\$1,176,000
4.1	Program Management Assistance - IE/HIX	\$1,640,780
4.2	Program Management Assistance - DSS	\$1,065,510
4.3	Quality Assurance (PMQA)	\$4,402,560
4.4	Tier IV Requirements Definition and Workflows	\$841,230
<b>Total</b>		<b>\$15,050,535</b>

The Contractor shall be compensated for fees based upon work performed, documented, and accepted by the Exchange.

The Contractor shall submit invoices on a periodic basis, not less often than monthly. Invoices shall, at a minimum, include the Contractor name, the Contract Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses by line item.

Invoices for deliverables shall include an identification of the deliverable; if printed material, a copy of the deliverable; and the date that the deliverable was provided to the Exchange.

Invoices for services billed by the hour shall include the name and title of the individual providing the services, the dates worked, the number of hours worked each day with a brief synopsis of the work performed, the rate being charged for the individual, and the total cost for that person's work during the billing period.

Invoices for expenses, if allowed, shall include a detailed account of expenses specifying the day when and purpose for which they were incurred as well as all receipts, invoices, bills and other available documentation or if no documentation is available, a detailed accounting of the computation used to determine the reimbursable cost, as evidence of the actual cost of such expenses. Such expenses may include, but are not limited to: mileage at current State of Connecticut approved reimbursement rate; costs of travel including coach airfare and hotels; and office expenses such as, phone calls, copying, postage and package delivery incurred in connection with the service pertaining to this Agreement. All expenses will be reimbursed at cost.

The Exchange shall assume no liability for payment for services under the terms of this Agreement until the Contractor is notified that the Agreement has been accepted by the contracting agency.

The parties understand that the Work Stream IV scope and pricing reflects Contractor's best present estimate for the work scope and pricing necessary to cover such deliverables. If

necessary, Contractor and the Exchange shall work together to update scope and pricing estimates for such work as it progresses via mutually agreed upon written amendments.

All other terms and requirements of the Agreement between the Exchange and the Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have signed this instrument as of the date first written above.

Signed and delivered in the presence of:

Witnesses:

DEBBIE PETERKOFKY  
Print Name:  
*Debbie Peterkofky*  
Signature:

KPMG LLP

By: *Paul Hencoski*  
Print Name: Paul Hencoski  
Title: Principal

Date: 3/7/12

VIRGINIA A. LAMB  
Print Name:  
*Virginia A. Lamb*  
Print Name:

Connecticut Health Insurance Exchange

By: *Kevin Counihan*  
Print Name: Kevin Counihan  
Title: Chief Executive Officer

Date: March 12, 2013