

AMENDMENT COVER SHEET
STANDARD AMENDMENTS
(Minn. Stat. §§ 16C.05, subd. 2(d), 16C.08, subd. 2 and 3)

Instructions:

1. Complete this form for contract amendments that extend the end date of a contract, add/reduce work and money, or change any other term or condition of the contract.
2. Attach this form to the amendment when it is presented to the Department of Administration for approval. Please always include copies of the original certification form, the original contract, and any previous amendments as these are used for reference.
3. Make sure that you are using the updated amendment template where the State Agency signature block reaffirms applicable sections of 16C.08, subdivisions 2 and 3.
4. Admin will retain this cover sheet for its files.

Agency: Commerce	Name of Contractor: Maximus, Inc.
Current contract term: 7/14/2012 – 3/31/2014	Project Identification: Health Insurance Exchange IT Infrastructure

Amendments to contracts must entail tasks that are substantially similar to those in the original contract or involve tasks that are so closely related to the original contract that it would be impracticable for a different contractor to perform the work. The commissioner or an agency official to whom the commissioner has delegated contracting authority under section 16C. 03, subdivision 16, must determine that an amendment would serve the interest of the state better than a new contract and would cost no more. An amendment should be in effect before the contract expires.

Complete Appropriate Box(es) for the amendment submitted.

1. <input type="checkbox"/> Amendment to the end date of the contract
Proposed New End Date:
Why is it necessary to amend the end date?

2. <input checked="" type="checkbox"/> Amend Duties and Cost <input type="checkbox"/> Amend Duties Only
2a. If cost is amended, insert amount of original contract AND amount of each amendment below: The original contract cost was \$41,246,226. The cost of this amendment is \$660,000, which would bring the total contract amount to \$41,906,226.
2b. Describe the amendment: This amendment is to exercise an option to purchase one year of support services for certain software licenses purchased under the original contract.

3. <input checked="" type="checkbox"/> Amendment to change other terms and conditions of the contract
Describe the changes that are being made: The other changes being made are to update various references for accuracy, including updating the State's Authorized Representative, and including a previously omitted Exhibit E.

Contract Start Date:	<u>7/14/2012</u>	Total Contract Amount:	<u>\$41,906,226</u>
Original Contract Expiration Date:	<u>3/31/2014</u>	Original Contract:	<u>\$41,246,226</u>
Current Contract Expiration Date:	<u>3/31/2014</u>	Previous Amendment(s) Total:	<u>\$ - 0-</u>
Requested Contract Expiration Date:	<u>3/31/2014</u>	This Amendment:	<u>\$660,000</u>

This amendment is by and between the State of Minnesota, acting through its Commissioner of Commerce or Commissioner of Management and Budget ("State") and Maximus, Inc., a Virginia corporation with its principal place of business at 1891 Metro Center Dr., Reston, VA ("Contractor").

Recitals

1. The State has a contract with the Contractor identified as CFMS Contract Number 48824 ("Original Contract") to provide assistance in the development and maintenance of an electronic information system which functions as an eligibility, comparison, enrollment and facilitation tool for provision of health care coverage to individuals and employees of small businesses.
2. The Original Contract is being amended in order to exercise an option to purchase support services for certain software purchased under the Original Contract and to make several changes to assure that the all terms and conditions are stated in conformity with the intent of the parties.
3. The State and the Contractor are willing to amend the Original Contract as stated below.
4. In the revisions below, all text that is marked with strikethrough (i.e., "~~strikethrough~~") is to be deleted from the Original Contract and all text that is marked with underline (i.e., "underline") is to be added to the Original Contract.

Contract Amendment

REVISION 1. Preamble. The opening paragraph of the Original Contract is amended as follows:

This Contract is between the State of Minnesota, acting through its Commissioner of Commerce or its Commissioner of Management and Budget ("State") and Maximus, Inc. a Virginia corporation with its principal place of business at 1891 Metro Center Dr. Reston, VA ("Contractor").

REVISION 2. Clause 2. "Contractor's Duties" is amended to add:

The following Exhibits are attached and incorporated into this Contract:

- Exhibit A – Contractor's Functional Requirements
- Exhibit B – Technical Infrastructure and Architecture Requirements
- Exhibit C – Deliverable Payment Schedule
- Exhibit D – Data Sharing Agreement
- Exhibit E – Third Party Software

REVISION 3. Clause 5.1.(C) "Total Obligation" is amended as follows:

- (C) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Contractor under this contract will not exceed ~~\$41,246,226~~ \$41,906,226.

REVISION 4. Clause 7 "Authorized Representatives" is amended as follows:

The State's Authorized Representative is ~~Peter Frank, Information Project Director~~ April Todd-Malmlov, Executive Director, MN Health Insurance Exchange, 85-7th Pl. E. St. Paul, MN 55101, or his successor, and has the responsibility to monitor the Contractor's performance and the authority to accept services provided under this Contract. If the Services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

REVISION 5. -The Original Contract is amended to add:

Exhibit E – Third-Party Software

The following Third-Party Software, which is licensed to the State under separate license agreements, may be used by the State and the Contractor, subject to the terms of this Contract and the terms of any applicable software license agreements:

1. IBM Cúram Enterprise Framework™
2. IBM Cúram Evidence Broker™
3. IBM Cúram Financial Management™
4. IBM Cúram Global Medical Assistance
5. IBM Cúram Funded Program Management
6. IBM Cúram Intelligent Evidence Gathering™
7. IBM Cúram Verification™
8. IBM Cúram Business Intelligence and Analytics™
9. IBM Cúram Citizen Portal™
10. IBM Cúram Health Care Bundle™
11. CHT BillSpan™
12. CHT ez Notify™
13. CHT ezAudit™
14. Connecture StateAdvantage® Modules: Individual/AHBE: Shopping; Individual/AHBE: Initial Enrollment; Individual/AHBE: Renewals/Re-enrollment; SHOP: Shopping (Employer and Employee); SHOP: Enrollment (Employer and Employee); SHOP: Employer Maintenance; SHOP: Employee Maintenance; SHOP: Employer Renewal; Health Plan Management (Plan and Rate Maintenance); Provider Facilities/Directory and Search.

This list may be modified by agreement of the parties at any time to reflect changes to Third-Party Software.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§16A.15 and 16C.05.

Signed: Jennifer Hustain
Date: 10/30/12
CFMS Contract No. 48824 Object Code: 1779

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: [Signature] **58**
(with delegated authority)
Title: Agency Commissioner
Date: 10.30.12

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: [Signature]
Title: Bruce Perkins
Senior Vice-President
Date: Deputy General Counsel

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: [Signature]
Date: 10/31/12

Distribution
Agency
Contractor