

Contract Start Date:	<u>7/14/2012</u>	Total Contract Amount:	<u>\$46,378,656</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>\$4,633,470</u>
Requested Contract Expiration Date:	<u>3/31/2014</u>	This Amendment:	<u>\$498,960</u>

This amendment is by and between the State of Minnesota, acting through the Minnesota Insurance Marketplace a/k/a MNsure ("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 SWIFT 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 add additional compensation and reimbursement associated with IBM Corporation (Curam) Time and Materials hours (1,540). Nothing contained in this Amendment should be construed as releasing the Contractor from its obligations under the Agreement as amended herein. Nothing contained herein shall be construed as releasing Subcontractors from their obligations under the Agreement or the Subcontracts.
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 deleted from the Original Contract and all text that is marked with underline (i.e. "underline") is added to the Original Contract.

Contract Amendment

REVISION 1. Section 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 ~~\$45,897,696~~ 46,378,656.

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: [Signature]
Date: Jan 9, 2014
SWIFT Contract No.: 48824 / PD 277.

3. STATE AGENCY

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

By: [Signature]
Title: CEO (with delegated authority)
Date: 1-29-14

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: Sr. Vice President
Date: 1/14/13

Distribution:
Agency
Contractor
State's Authorized Representative - Photo Copy