AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

THIS AMENDMENT (the "Amendment") amends the Independent Contractor Agreement (the "Agreement") dated February 12, 2013 between the Connecticut Health Insurance Exchange d/b/a Access Health CT, a quasi-public agency created by the State of Connecticut (the "State") with an office at 280 Trumbull Street, 15th Floor, Hartford, Connecticut 06103 (the "Exchange") and Maximus Health Services, Inc., with an office at 30 Broad Street, New York, New York 10004 (the "Contractor").

WHEREAS, the Exchange requires additional services from Contractor; and

WHEREAS, the parties have engaged in a discussion of such additional services and a new associated pricing model; and

WHEREAS, the Contractor has agreed to provide the services defined herein ("Expanded Services") on the terms and conditions set forth herein and according to the revised pricing model (Schedule 3);

NOW, THEREFORE, the parties agree as follows:

1. Section 1 of the Agreement, "Scope of Services," shall be amended to read in its entirety as follows:

   Scope of Services. The Contractor shall perform all of the services set forth in the Exchange Call Center Request for Proposal dated October 5, 2012 (the "RFP") and the Contractor's response thereto (the "Response"), including but not limited to, the Requirements Traceability Matrix as amended as set forth on Exhibit A-1 attached hereto (the "Services"). The Services shall include the following Expanded Services:

   - Employ four individuals (i) who are trained and licensed as health insurance brokers in Connecticut; (ii) who are appointed by all health plans offering coverage through the Exchange, and (iii) who have satisfactorily completed the Exchange's training program for brokers (the "Qualified Brokers") for the initial period of Call Center operations (October 1, 2013 through March 31, 2014), and thereafter, employ two individuals who meet these requirements; provide call center representative training, and any other appropriate training, to the Qualified Brokers, to enable them to properly assist callers who request the assistance of a broker. Qualified Broker staffing adjustments may be made consistent with changes in enrollment volumes, subject to the Exchange's prior written approval. Any reduction in Qualified Broker staffing will be accompanied by appropriate reductions in charges to the Exchange for Qualified Broker services; Contractor acknowledges that the Qualified Brokers' salaries are exclusive of commissions and agrees that each Qualified Broker will receive all commissions in addition to a base salary of no less than [redacted]

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- Handle calls regarding technical problems encountered by users of the Access Health CT system, including the consumer portal and the worker portal and related processes (the "HIX System") and establish a communications process and channel between Maximus and the Exchange's Tier 3 Help Desk (Deloitte/BEST), as approved by the Exchange, with respect to such technical problems. Contractor acknowledges that the HIX System, as defined, will include Deloitte Releases Nos. 2, 3 and 4;

- Take calls and process telephone applications for individuals for insurance coverage and coverage under the State's Medicaid and low income children's health benefits programs ("HUSKY") through the HIX System;

- Handle calls relating to exemptions and appeals by providing information about the exemption or appeals process, ordering the appropriate forms for the caller, and referring the caller to a contact inside or outside of the Exchange (as specified by the Exchange) if necessary;

- Comply with state and federal requirements regarding offering callers the opportunity to register to vote (and keep required records relating thereto for two years) via the process described in Schedule 5, and refer any callers who ask for assistance in filling out a voter registration application to designated individuals at the Exchange;

- Provide staffing at the Call Center with a sufficient number of Call Center Representatives ("CCR's") to render the Services, including the Expanded Services, and to meet the Service Level Requirements in Schedule 2 hereof, from 8am to 8pm Monday through Friday, and Saturdays from 11:00 am to 3:00 pm. MAXIMUS will also provide extended Saturday hours to correspond with selected NIPA or other events, provided that the Exchange provides at least seven (7) days' prior notice of the event and will provide extended or alternate Saturday hours at the request of the Exchange upon at least seven (7) days' prior notice;

- Handle calls requesting Exchange forms (e.g., verification forms) and send appropriate information to the Exchange's printing contractor for fulfillment of request;

- Adapt Call Center work flows, processes and staffing as necessary to account for and coordinate with the computer processing system and other processes developed for the operation of the HIX System provided that the Exchange, both itself and in conjunction with its other subcontractors and agents, provide such reasonable cooperation and information as may be necessary for MAXIMUS to comply;

- Collaborate, when requested by the Exchange with the Connecticut Department of Social Services ("DSS") and its contractors with respect to coordination of calls and referral of calls for the State's Medicaid and low-income children's population and for other programs not currently being served under the Agreement.

- Acquire additional work stations, computers, telephone equipment, hardware, licenses, facilities, etc., and perform related additional installation and other work as necessary to accommodate the Expanded Services and increased level of staffing;

- Ensure that at least two (2) call center phone numbers can be used as requested as dedicated numbers so that the Exchange can track the effect of marketing communications which specifically reference those numbers; and

- Modify Contractor's training plan and processes to reflect all changes in Services and requirements described above.

2. Item (ii) of Section 4(b)(ii) of the Agreement shall be amended to add reference to Saturday hours as follows:

   (ii) the failure of the call center to be fully operational during the hours of 8:00 a.m. to 8:00 p.m. ET Monday through Friday and for Saturday hours as specified in the Expanded Services (except for downtime agreed to by the Exchange in advance).

3. Section 6 of the Agreement, "Representations and Warranties," shall be amended to add the following:

   (h) Charges for any labor included in the Expanded Services are consistent with the Rate Card in Exhibit D.

   (i) The Contractor is aware of the circumstances which gave rise to the need for the Expanded Services, including, the functions and limitations of the HIX System and the respective roles to be played by the Contractor and DSS and its contractors with respect to assisting the public in applying for health insurance coverage and coverage under the State's Medicaid and low-income children's health benefit programs through the Exchange. Contractor has done the due diligence it believes is necessary to understand (1) its role in assisting callers with respect to the State benefit programs and the health insurance programs and (2) the present and intended future purpose and general functionality of the HIX System and how the operation of the HIX System is likely to affect its current and future operations. Moreover, Contractor represents that Expanded Services as they are defined herein are the result of such due diligence. To the best of Contractor's knowledge, the Contractor believes that the Expanded Services identified in this Amendment, when combined with the Services, constitute all of the work required for the Contractor to operate the Call Center and meet the Service Level Requirements, taking into account the HIX System and the respective roles to be played by the Contractor, DSS and its contractors with respect to assisting the public. The new charges reflected in Revised Schedule 3 to this Amendment are based on Contractor's diligence and Contractor recognizes that it will not be entitled to any increase in its charges or any additional payments of any kind prior to April 2015.

4. Section 12 of the Agreement, "Nondiscrimination, Affirmative Action, State Ethics, Executive Orders and Trafficking Victims Protections Act of 2000," is amended to read in its entirety as follows:

   Notice of Special Compliance Requirements. The Contractor shall comply with all provisions set forth on Exhibit C with respect to Nondiscrimination and Affirmative Action, Certain State Ethics Requirements, Applicable Executive Orders of the Governor, and the Trafficking Victims Protection Act, and shall comply, as applicable, with the Cost Principles for State, Local and Tribal Governments, Subcontractor Reporting and Executive Compensation, and General Contractor Registration and Universal Identifier Requirements reflected in Exhibit C.

5. Sections 14(b), (c) and (e) shall be amended to read in their entirety as follows:

   b) Prior to April 2015, the Contractor shall not be entitled to any increase in any of its charges unless such increase is agreed to pursuant to subsection 14(a) above. Commencing April 1, 2015, if the Contractor wishes to make a change to the Services or charges based on what it believes to be a material change in the HIX System which materially affects its operations, the Contractor may submit a proposed Change Request, detailing the problem and the desired solution, an impact summary, including estimates regarding additional time and costs, total additional charges and a description of how the change would be implemented if approved. The parties shall meet to review the Change Request in good faith to determine whether the Change Request is reasonable and whether a material change has occurred. If both of these conditions have been met, the parties shall explore in good faith whether the Change Request can be implemented without an overall increase in cost. If the parties agree in good faith that the change cannot be performed without increasing the overall cost of the Services (after exploring in good faith whether cost savings can be achieved in other areas), and if the parties agree in good faith that the change is necessary, the parties shall negotiate in good faith an equitable charge for the Change Request that is consistent with the rate card attached as Exhibit D hereto and with the pricing of the Services overall. No such Change Order shall become effective until it is in writing and signed by both parties. In the case of the Exchange, the Change Order must be signed by the Exchange's CFO.

   c) If prior to April 2015, there has been a material change to the HIX System which materially affects Contractor's operations, the parties shall engage in good faith discussions to determine whether cost savings can be achieved elsewhere in the operation of the Services (without compromising the quality or reliability of the Services), and if the parties so agree, a Change Order memorializing any agreed upon changes in Services necessary to achieve such cost savings shall be executed by the parties. In the case of the Exchange, the Change Order must be signed by the Exchange's CFO.

   e) For purposes of this Section 14, if a Change Order agreed to by the parties will require additional out-of-pocket costs (e.g., purchase of equipment), the Contractor shall pass through such costs to the Exchange with no margin or mark-up. The Contractor may charge a reasonable amount for the time spent by Contractor personnel in procuring any of the additional items covered by the Change Order. Detailed charges for such time shall be included as a separate line item on any Change Order.

6. Section 18.6 of the Agreement shall be amended to add the following:

   The Contractor acknowledges and agrees that such audits may include a review or audit of Call Center calls, [redacted], CCR and broker activities, etc., and Contractor shall cooperate fully and supply all requested information in connection with any such review or audit. Upon request, the Contractor shall also supply further information on costs or charges required by the Exchange in connection with other governmental reviews or its negotiation of cost-sharing arrangements with DSS.

7. Section 18 of the Agreement shall be amended to add the following section:

   Section 18.16 The Contractor shall execute the Business Associate Agreement attached hereto as Exhibit E.

8. In Exhibit A of the Agreement, the third paragraph and the chart following the third paragraph shall be deleted.

9. In Exhibit B of the Agreement, the paragraph labeled "Deadlines/Timelines," shall be revised in its entirety as follows:55

   The parties agree that the operational "go live date" is September 3, 2013 and that the Call Center shall commence taking calls from the public on that date. On October 1, 2013, the Call Center shall begin to enroll applicants. The parties have agreed to a Revised Work Plan, which is set forth in Schedule 4 attached to this Amendment.

[redacted]

[redacted]

11. Exhibit C of the Agreement shall be amended to add the following:

E. Cost Principles for State, Local and Tribal Governments.

As a Subcontractor of a federal grant recipient, Contractor is subject to the federal cost principle requirements as set forth in Title 2 Part 225, State, Local, and Indian Tribal Governments (previously A-87), if applicable.

F.Subcontractor Reporting and Executive Compensation.

As a Subcontractor of a federal grant recipient, Contractor is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L.109-282), as amended by section 6202 of Public Law 110-252 and implemented by 2 CFR Part 170, if applicable. Subcontractors of a federal grant recipient must report information for each first tier subaward of $25,000 or more in Federal funds and executive total compensation for the recipient's and subrecipient's five most highly compensated executives as outlined in Appendix A to 2 CFR Part 170. Information about the Federal Funding and Transparency Act Subaward Reporting System (FSRS) is available at www.fsrs.gov.

G.Central Contractor Registration and Universal Identifier Requirements.

As a Subcontractor of a federal grant recipient, Contractor is subject to the requirements of 2 CFR Part 25, Appendix A, if applicable.

H. IRS Requirements.

Performance: In performance of this Agreement, the Contractor agrees to comply with and assume responsibility for compliance by it and its employees with the following requirements:

(1) All work will be done under the supervision of the Contractor or the Contractor's employees.

(2) Any federal tax returns or return information (hereinafter referred to as returns or return information) made available in any format shall be used only for the purpose of carrying out the provisions of the Agreement. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Agreement. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The Contractor certifies that the data processed during the performance of this Agreement will be completely purged from all data storage components of its computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the Exchange or its designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the Exchange or its designee with a statement containing the date of destruction, description of material destroyed, and the method used.

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

(7) No work involving Federal tax information furnished under this Agreement will be subcontracted without prior written approval of the Exchange.

(8) The Contractor will maintain a list of employees authorized access. Such list will be provided to the Exchange and, upon request, to the IRS reviewing office.

(9) The Exchange will have the right to void the Agreement if the Contractor fails to provide the safeguards described above.

Criminal/Civil Sanctions:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n) - 1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Agreement. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Agreement. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such authorized inspection or disclosure, plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

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

(4) Contractor must maintain its authorization to access FTI through annual certification by the Exchange that the Contractor understands the Exchange's security policy and procedures for safeguarding IRS information. For both the

initial certification and the annual recertification, the Contractor will be required to sign, either with ink or electronic signature, a confidentiality statement certifying its understanding of these security requirements. The Exchange will provide the annual training required for certification and recertification.

Inspection: The IRS and the Exchange shall have the right to send their officers and employees into the offices and plants of the Contractor for inspection of the facilities and operations provided for the performance of any work under this Agreement. On the basis of such inspection, specific measures may be required in cases where the Contractor is found to be noncompliant with these safeguards.

12. Schedule 1 of the Agreement shall be amended in its entirety and replaced with the "Revised Schedule 1" attached hereto.

13. Schedule 2 of the Agreement shall be amended in its entirety and replaced with the "Revised Schedule 2" attached hereto.

14. Schedule 3 of the Agreement shall be amended in its entirety and replaced with the "Revised Schedule 3" attached hereto.

15. Any references in this Amendment or the Agreement to any particular schedule or exhibit which has been revised pursuant to this Amendment shall be deemed to refer to the revised schedule or exhibit.

16. The parties agree that in the event of a conflict between the terms of this Amendment and those of the Agreement, the RFP or the Response, the terms of this Amendment shall take precedence. The parties acknowledge that, except for the description of Services included in the RFP and the Response (as referenced in Section 1 of this Amendment), the RFP, the Response and the Contractor's Best and Final Offer are superseded by the Agreement and this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, this Amendment has been read and signed by the duly authorized representative of each party.

THE CONNECTICUT HEALTH INSURANCE EXCHANGE d/b/a ACCESS HEALTH CT

By: _____
Name:
Title: CEO
Date: 9/23/13

MAXIMUS HEALTH SERVICES, INC.

By: _____
Name:
Title:
Date: 9/18/13

Adam Polatnick
Vice President
Assistant General Counsel