

FOURTH CONTRACT MODIFICATION

This Fourth Contract Modification (the “Fourth Modification”) is made as of the 29th day of November, 2018 (the “Effective Date”), by and between the Maryland Health Benefit Exchange (“MHBE”) and Maximus Health Service, Inc. (the “Contractor”), to modify the Contract for the MHBE Consolidated Service Center between the MHBE and the Contractor which was entered into on the 27th day of June 2017 (together with all exhibits, modifications and extensions thereto, the “Contract”). MHBE and the Contractor are each a “Party” and together are the “Parties”.

RECITALS

WHEREAS, the MHBE, pursuant to the Contract, engaged the Contractor to assist the MHBE in specific duties set forth in the Contract, including the Request for Proposal dated February 20, 2017 and

WHEREAS, the Contract originally permitted payment to the Contractor in accordance with the prices in RFP Attachment F – Price Proposal which was incorporated into the Contract as Exhibit F; and

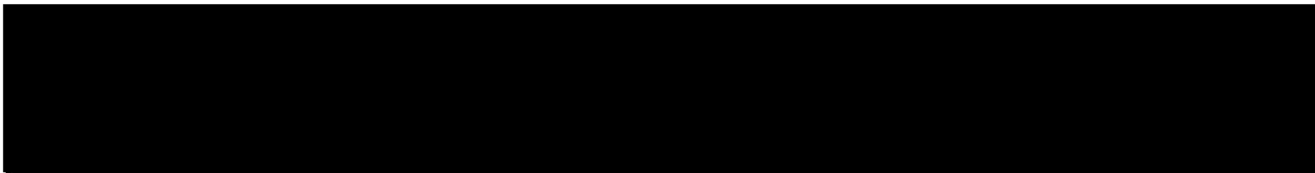
WHEREAS, on December 15, 2017, MHBE and the Contractor entered into the First Modification to provide a price adjustment to the Contractor for the continuance of the BATphone project during Open Enrollment 5, and

WHEREAS, on December 15, 2017, MHBE and the Contractor entered into a Second Modification to provide a price adjustment for the continuance of the IRN MA project; and

WHEREAS, on May 26, 2018, MHBE and the Contractor entered into a Third Modification to provide a price adjustment proposed by the Contractor under RFP 3.2.1.17 for the Producer Support; and

WHEREAS, the MHBE wishes to provide a price adjustment for the continuance of the “IRN MA Outreach” project as set forth in Exhibit 1 attached hereto; and

WHEREAS, the MHBE wishes to provide a price adjustment for the continuance of the BATphone project during Open Enrollment 6 as set forth in Exhibit 2 attached hereto; and



WHEREAS, the Contract is valid and existing by and between Maximus Health Services, Inc. and the Maryland Health Benefit Exchange;



NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. The Recitals are true and correct in all respects, form a substantive part of this Agreement and are incorporated herein by reference.
2. Pursuant to Sections 2.2, 2.3 and 27 of the Contract, Maximus shall provide the services set forth in the Change Request titled "IRN MA Outreach" and the scope of work and pricing proposal attached to it as Attachment A and Attachment B, respectively. Together, Change Request "IRN MA Outreach" and its Attachment A and Attachment B are "Exhibit 1" to this Fourth Modification. Exhibit 1 is attached hereto and incorporated by reference.
3. The total amount MHBE may pay the Contractor under the Contract for the Change Request "IRN MA Outreach" is set forth in the attached Exhibit 1, Attachment B, "Pricing Proposal."
4. Pursuant to Sections 2.2, 2.3 and 27 of the Contract, Maximus shall provide the services set forth in the Change Request titled "BATPhone Connectivity and Technical Support" and the scope of work and pricing proposal attached to it as Attachment A and Attachment B, respectively. Together, Change Request "BATPhone Connectivity and Technical Support" and its Attachment A and Attachment B are "Exhibit 2" to this Fourth Modification. Exhibit 1 is attached hereto and incorporated by reference.
5. The total amount MHBE may pay the Contractor under the Contract for the Change Request "BATPhone Connectivity and Technical Support" is set forth in the attached Exhibit 2, Attachment B, "Pricing Proposal."
6. Pursuant to Sections 2.2, 2.3 and 27 of the Contract, Maximus shall provide the services set forth in the Change Request Form titled "Producer Support Change Order" and the scope of work and pricing proposal attached to it as Attachment A and Attachment B, respectively. Together, Change Request "Producer Support Change Order" and its Attachment A and Attachment B are "Exhibit 3" to this Fourth Modification. Exhibit 3 is attached hereto and incorporated by reference.
7. The total amount MHBE may pay the Contractor under the Contract for the Change Order "Producer Support Line" is set forth in the attached Exhibit 3, Attachment B, "Pricing Proposal."
8. The software purchased under this Fourth Modification shall be titled in the name of MHBE.
9. Contract Section 34 - Notices shall be modified as follows:



Unless otherwise expressly specified elsewhere in the RFP, Non-Exchange Entity Agreement or other provision incorporated into this Contract, all notices hereunder shall be in writing and either delivered personally or sent by certified or registered mail, postage prepaid, as follows:

If to the State: Raelene Glasgow
Procurement Officer
750 E. Pratt Street, 6th Floor, Baltimore, MD 21202
410-547-8152
hix.procurement@maryland.gov

10. Except as modified herein, the Contract remains in full force and effect, and all of the terms and conditions of the Contract, as herein modified, are ratified and confirmed.

[Signatures next page(s)]



IN WITNESS THEREOF, the Parties have respectively signed this Fourth Modification as of the Effective Date set forth above.

MARYLAND HEALTH BENEFIT EXCHANGE: MAXIMUS HEALTH SERVICES INC.

BY: [Signature]
Signature

Michele Eberle

Executive Director

11/29/18
Date

BY: [Signature]
Signature

T Isadora Huntley
Director

Name (Type or Print)

Title (Type or Print)

11/28/18
Date

Approved as to form and legal sufficiency
this 29 day of November

BY: [Signature]
Signature

Tavor A. Coe
Asst Attorney General



EXHIBIT A
[Change Request Form and Attachments]