

**First Amendment to the Contract**

This First Amendment to the Contract for Iowa Medicaid Enterprise Services (the “Contract”) between the State of Iowa, Department of Human services (the “Department” or “DHS”) and MAXIMUS Health Services, Inc. (the “Contractor”) effective as of May 1, 2010 is made pursuant to Section 15.1 and 15.3 of the Contract. This Amendment is effective as of May 1, 2010 (the “Amendment First Effective Date”) or the date of full execution of this amendment, whichever is later, and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

**Section 1: Amendment to the Contract.** The Contract is amended by adding the following as new Section 15.4:

Notwithstanding any other provision of this Section 15, Contractor shall provide the Department with an escrow agreement acceptable to the Department that names the Department as the escrow beneficiary for the CareConnection software. MAXIMUS Health Services, Inc. will assure that the escrow is kept up to date with any future software upgrades, and the escrow shall include source code and all software documentation to enable continuity of operations in the event of contract expiration or termination.

**Section 2: Ratification & Authorization.** Except as expressly amended and supplemented herein, the Contract shall remain in force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, to otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**Section 3: Contingency.** This Amendment is contingent upon CMS approval.

**Section 4: Execution.** IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

**State of Iowa, acting by and through the Iowa Department of Human Services**

By: \_\_\_\_\_  
Charles M. Palmer, Director

Date: \_\_\_\_\_

MAXIMUS Health Services, Inc. (Contractor)

By: \_\_\_\_\_  
Michael Lemberg, Division President

Date: \_\_\_\_\_