

**Seventh Amendment to the Contract**

This Seventh Amendment to the Contract (the "Amendment") is made pursuant to Section 2.2(14)(h) of the Contract "Technical Assistance and Support for Iowa Medicaid Enterprise Services Procurement" (the "Contract") between the State of Iowa, Department of Human Services (the "Department" or "DHS") and Fox Systems, Inc. (the "Contractor") effective as of October 15, 2008. This Amendment is effective as of July 1, 2011. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

- 1. Amendment to the Contract:** The Contractor's "Legal Name" designated on the first page of the Contract as "FOX Systems, LLC.," as well as all other references to FOX Systems, Inc., are hereby changed to "Cognosante, LLC."
- 2. Ratification & Authorization:** Except as expressly amended and supplemented herein, the Contract shall remain in full 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, or otherwise) to approve, execute, deliver and perform pursuant to this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 3. Contingency:** This amendment is subject to and contingent upon CMS approval.
- 4. Execution:** 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: \_\_\_\_\_ Date: \_\_\_\_\_

Charles M. Palmer, DHS Director

**Cognosante, LLC.,**

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

Mark Shishida, Executive Vice President