

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 0009	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE IO-OLAO/NITAAC	7. ADMINISTERED BY (If other than Item 6) National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda MD 20892-7511	CODE ADM-OLAO/NITAAC
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ACENTIA, LLC:1242140 3130 FAIRVIEW PARK DRIVE, SUITE 800 FALLS CHURCH VA 220424566		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200024W	10B. DATED (SEE ITEM 13) 05/23/2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 42.12 - Novation and Change-of-Name Agreements
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not.  is required to sign this document and return 1 copies to the issuing office.

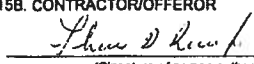
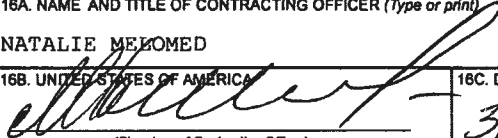
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is:

A) By the execution of the attached Novation Agreement, for the Government to recognize MAXIMUS FEDERAL SERVICES, INC (DUNS:364221593, CAGE:8AMZ8), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Reston, Virginia, as the successor in interest to ACENTIA LLC (DUNS:831503482, CAGE:5MEG2), a corporation duly organized and existing under the laws of Maryland with its principal office in Falls Church, Virginia.

B) To change the contract number and the period of performance (POP) end date for this contract (HHSN316201200024W). Due to the NIH Business System (NBS) limitations, the said Continued ...

Except as provided herein, all terms and conditions of the document referenced in item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas D. Romeo, Jr President and General Manager.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) NATALIE MELOMED
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 03/23/16
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 3/25/2016

NAME OF OFFEROR OR CONTRACTOR  
ACENTIA, LLC:1242140

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>novation cannot be implemented under this contract (HHSN316201200024W) in the PRISM contract writing system. Therefore:</p> <ol style="list-style-type: none"> <li>1. The contract number is changed from HHSN316201200024W to new contract number HHSN316201600006W.</li> <li>2. The period of performance end date for this contract (HHSN316201200024W) is changed from 05/31/2022 to 03/24/2016.</li> <li>3. The Contractor for the new contract number (HHSN316201600006W) is MAXIMUS FEDERAL SERVICES, INC.</li> <li>4. The contract terms and conditions (e.g. pricing) under the new contract number (HHSN316201600006W) shall be no different than the terms and conditions (e.g. pricing) under this contract (HHSN316201200024W).</li> </ol> <p>Note:</p> <ol style="list-style-type: none"> <li>1. There were no task orders issued under this contract (HHSN316201200024W).</li> <li>2. There shall be no task orders issued under this contract (HHSN316201200024W) beyond its period of performance end date (03/24/2016).</li> <li>3. All future contract actions including task orders shall be issued under the following new contract number HHSN316201600006W beginning 03/25/2016.</li> </ol> <p>Discount Terms: PROMPT PAY</p> <p>Payment:</p> <p style="padding-left: 20px;">Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500</p> <p>Period of Performance: 06/01/2012 to 03/24/2016</p>				

**NOVATION AGREEMENT**

**for**

**Federal Government Contracts**

**executed by**

**Acentia, LLC**

**and**

**MAXIMUS Federal Services, Inc.**

**and**

**The United States of America**

## NOVATION AGREEMENT

Acentia, LLC (Transferor), a corporation duly organized and existing under the laws of Maryland with its principal office in Falls Church, Virginia; MAXIMUS Federal Services, Inc. (Transferee), a corporation duly organized and existing under the laws of the Commonwealth of Virginia with its principal office in Reston, Virginia; and the United States of America (Government) enter into this Agreement as of March 16, 2016.

(a) The parties agree to the following facts:

(1) The Government, represented by various Contracting Officers of the National Institutes of Health Information Technology Acquisition and Assessment Center has entered into certain contracts with the Transferor (see Attachment 1, Exhibit A; and Attachment 3). The term "the contracts," as used in this Agreement, means the above contract, including all modifications, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under these contracts and purchase orders). Included in the term "the contracts" are also all modifications made under the terms and conditions of these contracts and purchase orders between the Government and the Transferee, on or after the effective date of this Agreement.

(2) As of March 16, 2016, the Transferor has transferred to the Transferee all the assets of the Transferor by virtue of a Stock Purchase and Sale and Assignment Agreement between the Transferor and the Transferee.

(3) The Transferee has acquired all the assets of the Transferor by virtue of the above transfer.

(4) The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

(5) The Transferee is in a position to fully perform all obligations that may exist under the contracts.

(6) It is consistent with the Government's interest to recognize the Transferee as the successor party to the contracts.

(7) Evidence of the above transfer has been filed with the Government.

(b) In consideration of these facts, the parties agree that by this Agreement-

(1) The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

(2) The Transferee agrees to be bound by and to perform each contract in accordance with the conditions contained in the contracts. The Transferee also assumes all obligations and liabilities of, and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

(3) The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

(4) The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

(5) Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

(6) All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.


(7) The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.


(8) The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee-

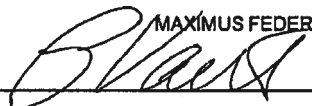
(i) Assumes under this Agreement; or

(ii) May undertake in the future should these contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

(9) The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

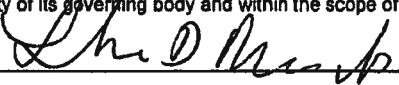
By  UNITED STATES OF AMERICA,  
Title Contracting officer

By Thomas Romeo  ACENTIA, LLC,  
Title President

By Peter Vaeth  MAXIMUS FEDERAL SERVICES, INC.,  
Title Vice President of Contracts

CERTIFICATE

I, Thomas Romeo, certify that I am the Secretary of Acentia, LLC, that Thomas Romeo, who signed this Agreement for this corporation, was then President of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand this day of March 16, 2016.

By 

CERTIFICATE

I, Peter Vaeth, certify that I am the Secretary of MAXIMUS Federal Services, Inc., that Peter Vaeth, who signed this Agreement for this corporation, was then Vice President of Contracts of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand this day of March 16, 2016.

By 

**Exhibit A**  
**List of Contracts**

<b>Contract #</b>	<b>Contract Type</b>	<b>Name/Address of Contracting Officer</b>	<b>Total Contract Value</b>	<b>Unpaid Balance</b>
HHSN316201200024W	IDIQ	Mr. Keith Johnson 6011 Executive Boulevard, Suite 503 Rockville, Maryland 20892	\$20 billion	\$0