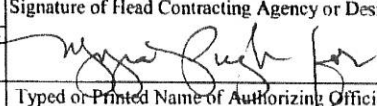
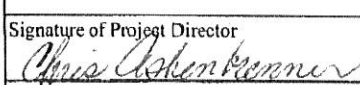
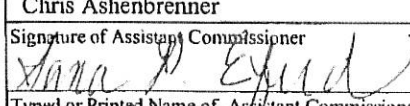


STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 0615107
2. Solicitation Number (if used) 0615-107
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Financial Coding
5. Agency Assigned Encumbrance Number
6. Amendment Number Once (1)

This agreement is between the State of Alaska,				
7. Department of Health and Social Services				
Health and Social Services/ Commissioner's Office				hereafter the State, and
8. Contractor				
Agnew::Beck Consulting, LLC				hereafter the Contractor
Mailing Address	Street or P.O. Box	City	State	ZIP Code
441 West 5 th Avenue, Suite 202		Anchorage,	AK	99501
9. Original period of performance		10. Amended period of performance		
FROM: June 1, 2015 TO: May 16, 2016		FROM: June 1, 2015 TO: May 16, 2016		
11. Previous amount of contract to date \$441,008.00	12. Amount of this amendment: \$ 19,992.00	13. This amended contract shall not exceed a total of: \$ 461,000.00		
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: This amendment is to amend Appendix C & D adding additional stakeholder engagement opportunities to the contract. All other terms and conditions of the contract remain in effect. In full consideration of the Contractor's performance under and including this amendment, the State shall pay the Contractor a new total not to exceed \$ 461,000.00 IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, project director and head contracting agency or designee.				
15. CONTRACTOR		17. CERTIFICATION:		
Name of Firm Agnew::Beck Consulting, LLC		I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.		
Signature of Authorized Representative	Date			
Typed or Printed Name of Authorized Representative Thea Agnew Bembem				
Title Managing Principal				
16. CONTRACTING AGENCY		Signature of Head Contracting Agency or Designee	Date	
Department of Health and Social Services /			9/11/15	
Signature of Project Director	Date	Typed or Printed Name of Authorizing Official		
	8/20/15	Darla Madden		
Typed or Printed Name of Project Director Chris Ashenbrenner		Title		
Signature of Assistant Commissioner		Chief, Grants and Contracts		
	8/20/15			
Typed or Printed Name of Assistant Commissioner Sana Efir				

APPENDIX C
DESCRIPTION OF SERVICES - AMENDED

The Contractor will provide additional stakeholder engagement opportunities including three additional webinars which will follow the in-person stakeholder events, State of Reform presentation and one-on-one stakeholder meetings with membership organizations.

TASK 1. One-on-one stakeholder meetings with membership organizations *(September 2015)*

Arrange and conduct 7 one-on-one engagement sessions of 2 hours each with key membership organizations, identified by DHSS. Some of these will include DHSS and AMHTA leaders. Include notetaking at each event and review.

TASK 2. Additional webinars to follow in-person events *(August, October, November 2015)*

Develop and host three 1-hour webinars, to follow each in-person stakeholder engagement event, scheduled for August 18-19, October 9 and November 9-10.

TASK 3. Participation in panel at State of Reform conference, October 8, 2015

Attend conference to participate on panel (HMA) and listen and note stakeholder input (A::B).

**APPENDIX D
PAYMENT FOR SERVICES - AMENDED**

This amendment increases the contract amount by **\$19,992.00** for payment of services. The cumulative contract amount shall not exceed **\$461,000.00** for the amended period of performance of June 1, 2015 through May 16, 2016.

Medicaid Redesign + Expansion Additional Stakeholder Engagement Cost	A::B Managing Principal Thea Agnew Bemben		A::B Managing Associate Heidi Wailand or Shanna Zusan		A::B Senior Associate Anna Brawley		A::B Associate Heidi McCroskey		HMA Principal Nora Leibowitz or Lee Repasch		Total
	Hours	Rate \$170	Hours	Rate \$125	Hours	Rate \$115	Hours	Rate \$125	Hour	Rate \$296	
TASK 1. One-on-one stakeholder meetings with membership organizations (September 2015) Arrange and conduct 7 one-on-one engagement sessions of 2 hours each with key membership organizations, identified by DHSS. Some of these will include DHSS and AMHTA leaders. Include notetaking at each event and review.	9	\$1,530	12	\$1,500	16	\$1,840	12	\$1,500	18	\$5,328	\$11,698
TASK 2. Additional webinars to follow in-person events (August, October, November 2015) Develop and host three 1-hour webinars, to follow each in-person stakeholder engagement event, scheduled for August 18-19, October 9 and November 9-10.	6	\$1,020	6	\$750	12	\$1,380	0	\$0	6	\$1,776	\$4,926
TASK 3. Participation in panel at State of Reform conference, October 8, 2015 Attend conference to participate on panel (HMA) and listen and note stakeholder input (A::B).	0	\$0	8	\$1,000	0	\$0	0	\$0	8	\$2,368	\$3,368
TOTAL	15	\$2550	26	\$3,250	28	\$3,220	12	\$1,500	32	\$9,472	\$19,992

The Contractor will submit detailed invoice(s) for services performed in accordance with Appendix C. The State will pay all invoices within thirty (30) days of invoice approval by the Project Director.

Each invoice must:

- reference the Contractor's name, address and phone number
- reference the contract number.
- include an invoice number
- reference the H&SS Division for which the services are being provided
- itemize the contractual services provided referenced by Deliverable Number
- include the Contractor's signed certification that the amount invoiced is for the services described in Appendix C of this contract during the period invoiced.

The Contractor shall submit invoices to the address specified below no later than 30 days after the end of each month for which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

Department of Health and Social Services
Finance and Management Services
ATTN: Contracts Section - Lois Lemus
3601 C Street, Suite 578
Anchorage, AK 99503

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the Contractor fails to perform work as required under Appendix C and/or D of this contract.