

Tenth Amendment to the Contract

This Tenth Amendment to the Contract for Iowa Medicaid Enterprise Services (the “Contract”) between the State of Iowa, Department of Human Services (the “Agency” or “DHS”) and (Noridian Administrative Services, LLC (the “Contractor”) effective as of July 1, 2004 is made pursuant to Section 19.6 of the Contract. This Amendment is effective as of December 1, 2011 and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

1. Amendment to the Contract. Section 4 of the contract is hereby modified by adding the following language at the end of the section:

The Scope of Work as outlined in Attachment 9, which was attached to the Ninth Amendment, will be extended through the Fourth Option Year of the Contract.

2. Amendment to the Contract. Section 5 of the Contract is hereby amended to read as follows:

The term of the Base Contract is July 1, 2004 through June 30, 2010.

The Contract Renewal Option Years will consist of four (4), one-(1) year options. The Department may choose to renew the Contract for one (1) or more of the Contract Renewal Option Years. The Department shall have the sole discretion to exercise each renewal option. The Department shall use best efforts to notify the Contractor of the renewal decision ninety (90) days prior to the effective date. Beginning July 1, 2014, the Department may extend the contract on a month-to-month basis for up to six additional months.

3. Amendment to the Contract. Section 6 of the Contract is hereby modified by adding the following language to reflect the Operations and Imaging/Deliverables maintenance costs in the fourth option year:

Section 6.1 The price for Operations in Option Year four (4) is:

SFY 2014 \$8,351,175

The amount available for the Imaging Deliverables maintenance costs in Option Year four (4) is:

SFY 2014 \$133,673

The amount available for the Claims Support Services costs in Option Year four (4) is:

SFY 2014 \$10,800

The amount available for the IowaCare Claims costs in Option Year four (4) is:

SFY 2014 \$194,401.32

The amount available for the actual postage estimated to be \$200-\$300 per month in Option Year four (4) is:

SFY 2014 \$3,600

The month-to-month rates in SFY 2015 are:

1. \$695,931.25 for Operations
2. \$11,139.42 for Imaging Deliverables maintenance costs
3. \$900.00 for Claims Support Services
4. 16,200.11 for IowaCare claims
5. actual postage estimated to be \$200-\$300 per month

4. Amendment to the Contract. Section 6.1 of the Contract is also hereby modified by adding the following language at the end of the Section to reflect the Payment Terms and Compensation for CMR 2020 (5010 Project) and CMR 2097 (ICD-10 Project):

Payment for CMR 2020 (5010 Project) and CMR 2097 (ICD-10 Project) will be billed at the Change Service Request (CSR) rate of \$85 per hour based on actual hours worked per month on these projects.

5. Ratification, Authorization, and Contingency: 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. This amendment is subject to and contingent upon CMS approval.

6. 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 (Agency)

By: _____

Date: _____

Charles M. Palmer, Director

Kaylin Frappier (Contractor), Senior VP

By: _____

Date: _____