

**Amendment to the Contract for Iowa Foundation for Medical Care
Iowa Medicaid Enterprise Medical Services Unit
Contract No. MED-04-034-A
Amendment No. 9**

This Ninth Amendment to Contract Number MED-04-034-A (“Contract”) between the Iowa Department of Human Services (Department) and the Iowa Foundation for Medical Care (IFMC - the “Contractor”), is effective January 1, 2010, and shall remain coterminous with the original Contract.

Section 1. Amendment to Contract. The Contract is amended and supplemented as follows:

Modify 6.1, (Performance Based contract) by modifying the valued listed for SFY 2010, detailed in new Attachment 7, cost proposal, to read as follows:

SFY 2010 \$ 11,338,208 (an additional \$ 326,400 to be billed only as costs incurred)

Add Contractor Responsibility 26 in Attachment 5, section 8.2.6 (Medical Support) that reads as follows:

26. Assist in the development of Iowa’s Health Information Technology (HIT) Plan as directed by the Department, in accordance with the CMS approved HIT Planning Advanced Planning Document (P-APD) (*attachment 8*). This includes participating in the environmental scan (identification of the “As-Is”), coordinating the development of the vision (“To-Be”) for Iowa’s State Medicaid HIT Plan (SMHP), and developing Iowa’s SMHP.

Environmental Scan (“As-Is”)

For the Environmental Scan (“As-Is”), the Contractor will:

1. Understand the member expectations and needs related to personal health records (PHR).
2. Identify current usage of technology within Medicaid, understanding connection point availability and barriers for interaction with health information exchange (HIE).

Deliverables for the Environmental Scan (“As-Is”):

1. Report of Iowa Medicaid current use of health information technology.
2. Report of results of member expectations to be used as input to vision and SMHP.

Vision (“To-Be”)

For the Vision (“To-Be”), the Contractor will:

1. Establish primary stakeholders
2. Research smart practices and lessons learned from other HIT/HIE implementations.
3. Facilitate the creation of a vision for Iowa Medicaid HIT
4. Draft and validate the vision with the stakeholders.

Deliverable for the Vision (“To-Be”):

1. Iowa Medicaid HIT Vision document

Development of Iowa's SMHP

For the development of Iowa's SMHP, the Contractor will:

1. Identify the key executive sponsors.
2. Create and receive approval from IME, CMS and ONC of Iowa's SMHP. The plan must include all of the elements outlined in the State Medicaid HIT Plan document requirements from CMS.
3. Facilitate stakeholder understanding and buy-in on the SMHP.
4. Establish goals, objectives, owners and timeframes.
5. Evaluate current policy, procedures and system changes that will be made.
6. Ensure the plan includes 1, 2 and 5 year visions and goals.
7. Develop the plan through an iterative process. The preliminary plan must be available as part of the ONC Grant Application to support P-APD activity 2.1.5 by May 2010. A completed plan must be prepared prior to submitting Iowa's HIT Implementation Planning APD to CMS.

Deliverables for the Development of Iowa's SMHP:

1. Preliminary Iowa State Medicaid HIT Plan.
2. Completed Iowa State Medicaid HIT Plan approved by CMS (Summer 2010)

Add Contractor Responsibility 27 in Attachment 5, section 8.2.6 (Medical Support) that reads as follows:

27. Participate in the state Health Information Exchange (HIE) as directed by the Department, which will include:

- Participation in Iowa e-Health Project, Electronic Health Information Advisory council and project workgroups.
- Participation in conference calls and webinars with ONC, CMS and other work groups related to Medicaid HIT/HIE.
- Coordination of statewide provider assessment with the Iowa e-Health project.
- Coordination with the State Health Information Technology coordinator (once office is established).

Add Contractor Responsibility 28 in Attachment 5, section 8.2.6 (Medical Support) that reads as follows:

28. Provide Project Management for the development of Iowa's Health Information Technology (HIT) Plan:

1. Create a project plan to be approved by the Department.
2. Provide a Project Manger to coordinate the IME HIT project.
3. Provide a subject matter expert who:
 - Assists with facilitating the creation of a vision for IME HIT.
 - Assists with the development of the vision document
 - Assists with establishing goals, objectives, owners and time frames for Iowa's SMHP.
 - Assists in drafting Iowa's SMHP.
4. Ongoing research of smart practices and lessons learned from other HIT/HIE implementations.
5. Provide weekly status reports to the project director

6. Provide monthly status reports to the IME Planning team.
7. Planned communication with IME staff.

The Department reserves the right of prior approval for any staffing (key personnel) identified for this HIT project, including the project manager and subject matter experts. The Department also reserves the right of prior approval for any replacement of key personnel. The Department will provide the Contractor thirty (30) days to find a satisfactory replacement for the position except in cases of flagrant violation of state or federal law or contractual terms. The Department reserves the right to interview any and all candidates for named key positions prior to approving the personnel.

Add Required Reports in Attachment 5, section 8.2.8.9 (Medical Support) that reads as follows:

8. Report of Iowa Medicaid current use of health information technology (“As-Is”).
9. Report of results of member expectations to be used as input to vision and SMHP (“As-Is”).
10. Iowa Medicaid HIT Vision document (“To-Be”).
11. Preliminary Iowa State Medicaid HIT Plan

Add Performance Standard 7 in Attachment 5, section 8.2.9 (Medical Support) that reads as follows:

7. Completed Iowa State Medicaid HIT Plan to be approved by CMS in summer 2010.

Section 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 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. 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.

Contractor, by:	Iowa Department of Human Services, by:
Signature:	Signature:
Printed Name:	Printed Name: Charles J. Krogmeier
Title:	Title: Director
Date:	Date:

Attachment 7
Cost Proposal MED 04-034-A
Amended Effective January 1, 2010

Amendment 9 Costs

Item	Annual Cost SFY 2010
HIT Project Management and Plan Development	\$ 127,000
AMENDMENT TOTAL	\$ 127,000
90% Federal Funds	\$ 114,300
10% State Funds	\$ 12,700

Amendment 9 Pass-Through (Billed *only* as costs incurred)

Item	Annual Cost SFY 2010
HIT Coordination and Facilitation	\$ 40,000
AMENDMENT TOTAL	\$ 40,000
90% Federal Funds	\$ 36,000
10% State Funds	\$ 4,000