

Fourth Amendment to the Contract

This Fourth Amendment to the Contract (the "Amendment") is made pursuant to Section 19.6 of the Contract for Iowa Medicaid Enterprise Provider Audit and Ratesetting (the "Contract") between the State of Iowa, Department of Human Services (the "Department" or "DHS") and Myers and Stauffer, LC (the "Contractor") effective as of July 1, 2004. This Amendment is effective as of the date signed by the Department Director and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

1. Section 4 of the Contract is hereby amended to include the following:

Section 4 Scope of Work and Service Requirements

4.10 Beginning upon signing by the Department Director, provide assistance as described below to the Department in the administration of the IowaCare Program.

- a. Prepare monthly expenditure analysis for each IowaCare network provider that compares actual claims data versus monthly prospective interim payment.
- b. Prepare annual reconciliation of IowaCare funding sources using actual claims data, as-filed cost report and disproportionate share survey data for each IowaCare network provider.
- c. Assist in preparing IowaCare budget projections, budget neutrality calculations and attend meetings as requested.
- d. Provide assistance to the Department during the annual IowaCare audit performed by the State Auditors Department.
- e. Participate in monthly calls with IowaCare network providers.

4.10.1 Performance Standards

The performance standards for assisting the Department in administration of the IowaCare Program are:

- a. Prepare monthly expenditure analysis within 20 days after the last day of the month.
- b. Prepare annual reconciliation of IowaCare funding sources within 30 days after receipt of the annual Medicare cost report, including all Medicaid supplemental schedules and disproportionate share survey data.

4.11 Correct numbering in ***Third Amendment to the Contract*** as follows:

Second section 6.1.4 to be replaced with section 6.1.5.

6.1.5 APC Implementation

2. Section 6 of the Contract is hereby added to read as follows:

Section 6 Payment Terms and Compensation

6.1.6 Assistance to the Department in administering the IowaCare Program:

SFY 2008 - \$52,000

SFY 2009 - \$52,000

SFY 2010 - \$52,000

6.1.6.1 Payment terms

a. SFY 2008 – Beginning November 1, 2007, total amount payable in eight monthly installments of \$6,500 each.

b. SFY 2009 and 2010 – Total amount payable in eleven monthly installments of \$4,333.33 each, and a final monthly payment amount of \$4,333.37 in each of the state fiscal years.

3. Ratification

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.

4. Authorization

Each party to this Amendment represents and warrants to the other that:

4.1 It has the right, power, and authority to enter into and perform its obligations under this Amendment.

4.2 It has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, deliver and perform pursuant to this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

5. Contingency

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

By: _____

Date: _____

Kevin W. Concannon
Director

Myers and Stauffer LC

By: _____

Date: _____