

## **IDHS-007 Amendment to the Iowa Plan for Behavioral Health Contract**

This Amendment IDHS-007 to Contract Number MED-09-020 ("Amendment") between the Iowa Department of Human Services ("DHS"), the Iowa Department of Public Health ("DPH") and Magellan Behavioral Care of Iowa, Inc. ("Contractor"), is effective as of the date last signed below. For purposes of this Amendment, the contractor may be referred to as "Contractor" or "Business Associate".

### **Section 1: Amendments to the Contract**

The Contract is amended as follows:

- 1.1 The Business Associate Agreement (BAA) in the Contract is replaced by the latest version of the BAA posted to the DHS website at:

<http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>.

- 1.2. The following language is added to the Notice section of the Contract:

**Notice of Future Amendments to the Business Associate Agreement.** The Contractor hereby consents to receiving notice of future amendments to the BAA through electronic mail. The Contractor shall file and maintain a current electronic mail address with Departments for this purpose.

- 1.3 The following language is added to the Amendment section of the Contract:

**Amendments to the Business Associate Agreement.** The Agency may amend the BAA from time to time by posting an updated version of the BAA on the DHS website at: <http://www.dhs.state.ia.us/Consumers/Health/HIPAA/Home.html>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies DHS of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Contractor, the Director of DHS, the Director of DPH, the and the DHS Security and Privacy Officer.

- 1.4 The following language is added to Section 2.2(14)(r.r.) of the Contract:

Notwithstanding any contrary verbiage in the BAA, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either (i) provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Addendum if Business Associate does not cure the breach or end the violation within thirty (30) business days of written notice of breach from Covered Entity; (ii) immediately terminate this Addendum if Business Associate has breached a material term of this Addendum and cure is not possible; or (iii) if neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

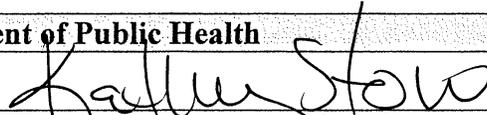
### **Section 2: Ratification & Authorization**

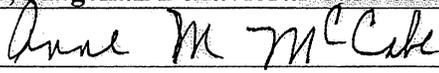
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or

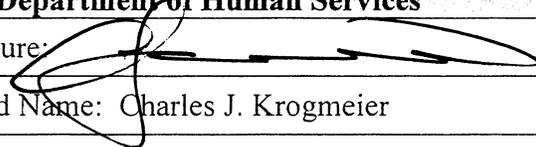
otherwise) to approve execution, delivery and performance of this Amendment, and this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

### 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.

<b>Iowa Department of Public Health</b>	
Signature: 	
Printed Name: Kathy Stone	
Title: Division Director	Date: 5/11/10

<b>Contractor, Magellan Behavioral Care of Iowa, Inc.</b>	
Signature: 	
Printed Name: Anne McCabe	
Title: President	Date: 04/02/10

<b>Iowa Department of Human Services</b>	
Signature: 	
Printed Name: Charles J. Krogmeier	
Title: Director	Date: 5/4/10