

### **Third Amendment to the Contract**

This Third Amendment to the Contract modifies, to the extent specified below, the terms and conditions of the Contract for Iowa Medicaid Enterprise Core MMIS (the "Contract") between the Iowa Department of Human Services (the "Department") and Noridian Administrative Services, LLC (the "Contractor") effective as of July 1, 2004. This Amendment is effective as of July 1, 2007, and will remain coterminous with the Contract.

#### **Section 1: Amendment to the Contract.**

Section 4 of the Contract is hereby amended by adding the following language at the end of the Section.

In addition, Contractor shall be responsible for performing the Scope of Work outlined in Attachment 6 to the Third Amendment to the Contract related to additional services necessitated by the NPI Contingency Plan.

#### **Section 2: Amendment to the Contract.**

Section 6 of the Contract is amended by adding the following language at the end of the Section.

In addition to the payment terms set forth above, Contractor shall be paid a monthly fixed cost based on the estimated staffing necessitated by the Third Amendment to the Contract. Payments for each month of the NPI Contingency Plan shall be as follows:

July 2007.....	\$100,000
August 2007.....	\$100,000
September 2007.....	\$100,000
October 2007.....	\$27,625
November 2007.....	\$27,625
December 2007.....	\$27,625
January 2008.....	\$27,625
February 2008.....	\$27,625
March 2008.....	\$27,625
April 2008.....	\$27,625
May 2008.....	\$27,625
<b>GRAND TOTAL.....</b>	<b>\$521,000</b>

Contractor shall submit a separate invoice to the Department at the end of each month during the NPI Contingency Plan for fixed costs based on the amounts outlined herein. A total of \$75,000 shall be withheld from the July 2007 invoice. Upon successful completion all remaining work of the Scope of Work under Amendment Three of the Contract, and acceptance by the Department the Contractor shall be entitled to invoice the remaining \$75,000.

**Section 3: Termination Upon Notice.**

Following 30 days' written notice, the Department may terminate this Third Amendment to the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor hereunder. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Third Amendment to the Contract to the Department up to and including the date of termination.

**Section 4: 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.

**Section 5: Authorization**

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

- 5.1 It has the right, power, and authority to enter into and perform its obligations under this Amendment.
- 5.2 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 6: Contingency**

This amendment is subject to and contingent upon CMS approval.

**Section 7: 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: \_\_\_\_\_  
Kevin W. Concannon, Director

Date: \_\_\_\_\_

**Noridian Administrative Services, LLC**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_  
Title: \_\_\_\_\_