

**Ninth Amendment to the Contract**

This Ninth 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 Telligen (the "Contractor") is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of July 8, 2013, and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

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

**Revision No. 1: In RFP section 6.2.3 entitled "Medical Prior Authorization", subsection 6.2.3.2, Contractor responsibility "b" is amended to read as follows:**

b. The Medical Services contractor is responsible for processing the prior authorizations for the following types of services. Currently, this includes private duty nursing (EPSDT), personal care (EPSDT), certain dental services, DME, hearing aids, eyeglasses, certain medical services, psychological services, and swing beds.

**Revision No. 2: In RFP subsection 6.2.3 entitled "Medical Prior Authorization", subsection 6.2.3.2, the following text is added as new Contractor Responsibility "y":**

y. Conduct prior authorization reviews for all swing bed admissions and continued stays, including determination of nursing facility or skilled nursing facility level of care, determination of appropriate number of days for authorization based on medical needs of the member, verification of swing-bed hospital provider efforts to locate appropriate alternative care within a 30-mile radius, and necessary monitoring of swing bed providers to assure discharge within 72 hours of an appropriate placement becoming available.

**Revision No. 3: In RFP subsection 6.2.4 entitled "Long-Term Care (LTC) Reviews", subsection 6.2.4.2, the following text is added as new Contractor Responsibility "y":**

y. Conduct reviews to identify short-stay approvals for members seeking admission to a Nursing Facility (NF), Skilled Nursing Facility (SNF), or Intermediate Care Facilities for Persons with an Intellectual Disability (ICF/ID) from an acute setting when the prior living arrangement was a community setting. Complete reviews for continued stay to ensure that facility placement is for the shortest duration possible, allowing members who choose to return to the community to do so at the earliest possible opportunity.

**Revision No.4: Delete RFP subsection 6.2.9 entitled "Iowa Medicaid Communications Support" in its entirety.**

**Revision No. 5: Section 7.1 of the Contract entitled "Payment Terms and Compensation", paragraphs three and four, as detailed in ne "Attachment 8", attached hereto and incorporated herein by reference, are modified to read as follows:**

The prices for Operations and Transition in the Base Term are:

SFY 2010 \$0

SFY 2011 \$11,528,597

SFY 2012 \$12,279,998  
SFY 2013 \$12,665,827

The prices for the three (3) Renewal Option Years are:

SFY 2014 \$12,866,459  
SFY 2015 \$12,731,993  
SFY 2016 \$13,115,959

**Section 2. 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.

**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.

State of Iowa, acting by and through the Iowa Department of Human Services (Agency)

By: Charles M. Palmer  
Charles M. Palmer, Director

Date: 7-25-13

Telligen (Contractor)

By: Greg Mason

Date: 7/2/13

**Attachment 8**  
**MED 10-001-C**  
**Amended Effective May 8, 2013**  
**Amendment 9 Costs**

Activity	Annual Cost SFY 2014	Annual Cost SFY 2015	Annual Cost SFY 2016
Swing Bed Prior Authorization	\$50,000	\$51,500	\$53,045
NF Short Stay Reviews	\$200,000	\$206,000	\$212,180
Remove Communications Support	-\$69,280	-\$69,280	-\$69,280
Total	\$180,720	\$188,220	\$195,945
Federal	\$135,540	\$141,165	\$146,959
State	\$45,180	\$47,055	\$48,986