First Amendment to the IME Professional Services – Pharmacy Medical Services Contract

This Amendment to Contract Number MED-10-001-D is effective January 1, 2014, between the Iowa Department of Human Services (Agency) and Goold Health Systems, Inc (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. The RFP Scope of Work, which is incorporated into the Contract by reference, is hereby amended by adding the following text as new Section 6.3.4:

6.3.4 IHAWP Operations
The Contractor shall support operations of the Iowa Health and Wellness Plan ("IHAWP").

6.3.4.1 State Responsibilities
Agency staff will:

a. Provide policy direction and administrative decisions regarding the project as planning efforts mature.
b. Monitor the Contractor's IHAWP Operations performance.

6.3.4.2 Contractor Responsibilities
Contractor duties include but are not limited to:

a. Provide four new staff, to be designated by title, to work exclusively in addressing IHAWP Operations.

6.3.4.3 Performance Standards

a. Contractor shall comply with all Performance Standards outlined in Section 6.3 in relation to services provided pursuant to subsection 6.3.4.

Revision 2: Section 7.1, Payment Terms and Compensation, is hereby amended by adding the following text at the end of the Section:

Notwithstanding the above, for the Scope of Work set forth in Section 6.3.4, Contractor shall also be entitled to receive the following:
IHAWP Operations: Six (6) monthly payments of $45,723.50 for services rendered January 2014 through June 2014.

Section 2: Ratification and 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, Goold Health Systems, Inc	**Agency, Iowa Department of Human Services**
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name: Lowell Stokes	Printed Name: Charles M. Palmer
Title: VP, Deputy GC	Title: Director
Date: 12/17/13	Date: 12-30-13