

Eighth Amendment to the Contract

This Eighth 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 May 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 subsection 6.2.1.2 entitled "Medical Support", subsection 6.2.1.2, amend Contractor Responsibility "x" is hereby amended to read as follows:

- x. Provide support and technical assistance for any updates to the Minimum Data Set (MDS). Use MDS data to complete quarterly nursing facility case mix and submit Resource Utilization Group (RUG) scores to the IME Provider Cost Audit and Rate Setting (PCA) unit.

Revision No. 2: The following text is added as new sub-section 6.2.10 to the RFP scope of work:

6.2.10 State Innovation Models and Accountable Care Organizations

Based on the specific needs within Iowa's State Innovation Models (SIM) Cooperative Agreement proposal, the Contractor shall provide subject matter expert support to the Agency in establishing a multi-payer Accountable Care Organization (ACO) model.

6.2.10.1 State Responsibilities

- a. Provide policy direction and administrative decisions regarding the project.
- b. Set direction for contractor as planning efforts mature.
- c. Review and approve all deliverables including the Project Work Plan.

6.2.10.2 Contractor Responsibilities

Contractor duties include but are not necessarily limited to the following:

- a. Planning.
 - Create and maintain a Project Work Plan (PWP). The PWP shall define all tasks and deliverables covering the SIM Cooperative Agreement, and incorporate the implementation and transition plans when completed.
 - Implement monthly, quarterly, and as needed status reporting to the Agency, outlining progress on deliverables as defined in the Agency-approved PWP.
 - Establish the project management structure and tools that allow monitoring of work plans, resolution of issues, and mitigation of risk. Interdependencies within each project shall be identified and prioritized. Necessary elements include but are not limited to:
 - A reporting structure that identifies risks that affect time, cost, or performance constraints on the project.
 - A listing of all key management positions, job descriptions, and percent of time dedicated to that job.

- Walkthroughs of deliverables as needed.
- b. Project Documentation.
 - Document the project through an indexed project library that includes meeting agendas, meeting notes, decision documents and any other relevant aspects of project activities of the project so that a clear, concise record of all elements is created as a historical reference.
- c. Project Oversight and Management.
 - Act on behalf of the State to manage and oversee all project-related activities and milestones, including providing direction and guidance to state and contracted staff, to mitigate risk, resolve issues, and successfully plan, implement, and transition the projects. This includes but is not limited to the following:
 - Review and report on all project work plans of any vendors having roles in the project. This includes the new project vendors as well as current IME vendors. Facilitate corrective action plans for those plans not found to be acceptable.
 - Monitor all SIM/ACO and IME vendors' progress towards implementation goals and identify risks to the success, timeline, cost, or performance of the project.
 - Report on overall implementation readiness for each planned implementation phase of the project.
 - Prepare and present status updates periodically to CMS, the Agency, and other stakeholders as requested by the Agency.
 - Facilitate the Executive teams (Steering Committee and Agency Sponsors) with management activities including development and implementation of key documents and executive meetings.
- d. Project Coordination.
 - Identify impacts and coordinate activities with other healthcare initiatives (e.g., BIP, ICD-10, HIT/HIE, HBE, PPACA, ELIAS, and MMIS procurement). Identify recommended solutions to known issues.
 - Participate in the Agency's healthcare project coordination committee (HCPCC).
 - Prepare assessment of impacts and risks of the project on the other Agency defined major healthcare initiatives and recommended solutions to issues as they become known.

6.2.10.3 Performance Measures.

- a. Contractor shall submit a proposed PWP to the Agency for approval no later than 10 calendar days after the effective date of the contract amendment. Contractor must receive final approval of the PWP within 10 calendar days of submission of the proposed PWP.
- b. Project Charter, organizational plans, key management listing, and other start-up documents will be submitted to the Agency for approval within 15 calendar days of the start of the contract amendment.
- c. Contractor shall distribute Executive meeting agendas at least two (2) business days prior to each meeting.

- d. Contractor shall distribute Executive meeting notes within two (2) business days of the conclusion of the meeting.
- e. Contractor shall submit a project library outline to the Agency for approval prior to implementation of the project library and within 10 calendar days of the start of the contract amendment.
- f. Contractor shall submit at minimum monthly status reports to the Agency. These reports will include identification of all project issues, corrective actions, and resolutions.
- g. Contractor shall submit written quarterly reports to the Agency in a format defined by CMS and the Agency by the 10th of the month following the last day of the quarter. Contractor must receive final approval within 10 calendar days of first submission.
- h. Contractor shall submit ad hoc status updates, presentations and reports to Stakeholders at intervals as defined by the Agency. Such updates and presentations will be professional, accurate, and give the intended audiences a clear, accurate picture of the project's status.
- i. At least 95% of recommended resolutions and risk mitigations will result in successful resolution and return to execution of the Agency-approved work plan.
- j. Contractor shall submit written documentation of all major decisions to the Agency for approval within one (1) business day of the decision(s). Once approved by the Agency's representative, the Contractor will distribute the decisions and post in the project library.
- k. Contractor shall submit a written review of all project work plans to the Agency for approval within 30 days of contract amendment effective date, and at intervals as defined by the Agency.
 - For those plans found not to be acceptable, Contractor shall submit weekly written reports to the Agency and the IME Unit Managers identifying each contractor's work plan status, the identified risks and corrective actions, and an assessment of the impacts of those risks and other known issues.
 - Contractor shall submit written operational readiness reports to the Agency 30 days, 14 days, 7 days and 1 day prior to the actual "go live" date for each phase of the project.

Revision No. 3: Section 7.1 of the Contract entitled *"Payment Terms and Compensation"*, paragraphs three and four, as detailed in ne *"Attachment 7"*, 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 \$12,685,739
SFY 2015 \$12,543,773
SFY 2016 \$12,920,014

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: *C M Palmer*
Charles M. Palmer, Director

Date: *5/13/13*

Telligen (Contractor)

By: *Reg Mason*

Date: *5/3/13*

**Attachment 7
MED 10-001-C
Amended Effective May 8, 2013
Amendment 8 Costs**

Activity	Annual Cost SFY 2013	Annual Cost SFY 2014	Annual Cost SFY 2015	Annual Cost SFY 2016
Case-Mix	\$0	\$0	\$0	\$0
SIM/ACO ¹	\$25,110	\$137,610	\$150,000	\$154,500
Total	\$25,110	\$137,610	\$150,000	\$154,500
Federal	\$25,110	\$109,485	\$112,500	\$115,875
State	\$0	\$28,125	\$37,500	\$38,625

Notes:

¹ For SIM/ACO activities, the approved amount through September 2013 is \$50,220, with 100% of funding provided from the Federal SIM grant; this grant funding includes the first 3 months of SFY 2014 (\$25,110), with the remaining 9 months (\$112,500) at 75% Federal and 25% State funds. State fiscal years 2015 and 2016 are both at 75% Federal and 25% State.