Eleventh Amendment to the IME Professional Services, Provider Services Contract

This Eleventh Amendment to Contract Number MED-10-001-B for Iowa Medicaid Services, as amended (the "Contract"), between the State of Iowa, Department of Human Services (the "Agency", "Department" or "DHS") and Policy Studies Inc. (the "Contractor") is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of January 1, 2016. This Amendment modifies, to the extent specified below, the terms and conditions of the Contract.

Section 1: Background. The parties are amending the Contract to reflect the delay in Medicaid modernization, with a new expected "go live" date of April 1, 2016 for implementation of modernization efforts. This amendment increases payment to Contractor for a time to accommodate this delay as outlined in Attachment 2-8, followed by a reduction in payment beginning one month after "go live," and therefore expected in May 2016, and running through the end of the Contract. If the "go live" is delayed, the parties will adjust the schedule for reduction in payment to the revised "go live" date.

Section 2: Amendment to Contract Language. The Contract is amended as follows:

Revision 1. The Contract is hereby amended by replacing *Attachment 2-8*, which was incorporated into the Contract through the Tenth Amendment, with the document attached hereto as *Attachment 2-8*.

Revision 2. The Contract is hereby amended by replacing *Schedule A: Payment Schedule*, which was incorporated into the Contract through the Tenth Amendment, with the document attached hereto as *Schedule A: Payment Schedule*.

Revision 3. RFP Section 6.1.1.1(d) is amended to read as follows:

d. Operations Manager, which may be a shared position for the Provider Services Contractor beginning May 1, 2016.

Revision 4: The Contract is hereby extended from July 1, 2016 through June 30, 2017.

Revision 5: RFP Section 6.4.1.1.3(a) is amended to read as follows:

a. 95 percent of the provider enrollment applications requests must be approved, assigned an internal provider number, entered in the provider file, denied, or returned to the provider for additional information within five business days of receipt of the application. 100 percent of this work must be completed within 30 business days. For the period of January 1, 2016 to July 31, 2016, the enrollment processing performance measure of 5 days is extended to 10 days.

Revision 6: Section 7.1 of the Contract is hereby amended to read as follows:

Contractor acknowledges that this is a fixed price performance based Contract and that the Contractor is obligated to perform all of the Contractor responsibilities and meet all of the Contractor performance Standards in the Contract. DHS acknowledges that it is the responsible party for meeting all State responsibilities in the RFP and this Contract.

The price for Transition is $0.00. Payment to Contractor for all goods and services provided pursuant to the Contract during Operations and Transition are set forth in Schedule A.

In addition to the price identified herein, A) If the Contractor requested equipment and supplies, excluding office supplies in their Bid Proposal for the Transition, the Department will provide the equipment and supplies if approved to the extent permitted under state procurement laws; B) During the Transition, Operations, and Renewal Option Years, if applicable, the Department will provide the Contractor the equipment and supplies specified in Attachment 4 of the Contract.

Without limiting any other provision of this Contract, payment of the Contractor's compensation may, in the sole discretion of DHS, be tied to Contract performance as follows:

Operations Payment: The monthly operations payment set forth in Schedule A shall be earned monthly and invoiced the month following the month in which services are performed. During any state fiscal year the Department may withhold up to twelve (12) percent of the Contractor's annual compensation for Operations for failure to perform.

No amount shall be withheld when failure to perform is due solely to another's action or failure to act, including, without limitation, the Departments' action or failure to act, or a force majeure event. The amount withheld for failure to perform a requirement or to meet a performance standard under this Contract shall be released to the Contractor upon presentation to the Department of a successful completion of a corrective action plan to correct the performance failure for which the amount was withheld. If there is an amount withheld at termination of this Contract or at the end of the Contract term, the amount withheld shall be placed in escrow, and the Contractor and the Department shall agree on steps the Contractor shall take to earn the balance in escrow.

Section 3: 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 4: 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, Policy Studies Inc	**Agency, Iowa Department of Human Services**
Signature of Authorized Representative: Charles K. Sweeney II	Signature of Authorized Representative:
Printed Name: Charles K. Sweeney II	Printed Name: Charles M. Palmer
Title: Vice President - Contracts	Title: Director
Date: May 19, 2016	Date: 6-2-16

Attachment 2-8

The Contractor will provide support of the Medicaid modernization effort underway at the Agency. This effort is expected to "go live" April 1, 2016. However, the elements of this amendment pertaining to scope, timing, and fees may be modified by the State with at least 30 days advance notice. If such notice is provided by the State, the parties shall work in good faith to identify and address impacts to scope, timing and fees, and execute an amendment to the contract.

- From October 2015 through April 2016, additional provider enrollment staff and existing team members will support the Agency's provider enrollment activity.
- At all times, the Contractor shall maintain sufficient staffing to meet all contractually-required deliverables and performance measures.
- Effective May 1, 2016 or one month after "go live," whichever is later the Contractor may streamline the Provider Services call center by integrating staff into the Member Services call center.
    - Effective on the same date, Provider Inquiries, Provider Relations, and I-HAWP Operations Support are expected to be consolidated into the Member Services call center. To the extent that I-HAWP responsibilities have been taken over by the Medicaid managed care organizations, those responsibilities are removed from the Contractor's scope of work.
- Effective January 1, 2016, the ICD-10 project will be completed and shall be removed from the scope of work.

Effective May 1, 2016, or later if "go live" is delayed, the Provider Services call center will be removed from the scope of work (RFP Section 6.4.2) and the call center obligations under Amendment 8. To ensure seamless integration of Member and Provider Call Center services, effective January 2016 Contractor staff shall be provided access to all systems necessary to perform call center functions of both Member and Provider Services Contracts.

Contractor Deliverables

- Process all required provider enrollments dictated by law or Agency policy, including those for mental health and substance abuse providers, MCO providers, provider re-enrollments, and recertifications.
- Conduct high- and moderate-risk provider re-enrollments, to include notification of the new ACA requirement and continued outreach, as necessary to ensure compliance.
- Meet all State guidelines for ACA reenrollment and HCBS recertification.
- Send Agency-approved publications to members and providers, as appropriate.
- Conduct formal weekly status meetings with Agency-designated staff throughout the period covered by this amendment. These meetings may be cancelled or held less frequently if directed by the Agency.
- Provide weekly reports in an electronic form with format and content acceptable to the Agency, covering at least the following topics:
    - Contractor staffing levels
    - Provider enrollment, re-enrollment, and re-certification activity, broken out by program and provider type
        - Applications received

        - Applications processed to completion
        - Number of providers enrolled
        - Dates of receipt, processing, completion, etc. sufficient to monitor and calculate performance
    - Call volume
    - Average handle time
    - Average wait time
    - Call reason codes
    - Complaints

Performance Measures

- Contractor shall meet the following reenrollment deadlines:
    - Reenrollment and fingerprinting for those high and moderate risk providers that cooperate with the new ACA requirement, to be completed before September 25, 2016.
    - Reenrollment for all remaining providers and waiver recertifications to be completed by June 30, 2017.
- Unless specifically amended, Contractor shall comply with all Performance Standards outlined elsewhere in the Contract in relation to services provided pursuant to Amendment 11.

MED-10-001-B Schedule
A: Payment Schedule

Contract Time Period	Month of Service	Invoice Amount	SFY Total
SFY11	July-10	$241,335.08	
	August-10	$241,335.08	
	September-10	$241,335.08	
	October-10	$241,335.08	
	November-10	$241,335.08	
	December-10	$241,335.08	
	January-11	$267,046.01	
	February-11	$267,046.01	
	March-11	$278,213.08	
	April-11	$276,433.08	
	May-11	$276,093.08	
	June-11	$274,213.08	SFY11: $3,087,054.82
SFY12	July-11	$281,077.45	
	August-11	$281,077.45	
	September-11	$283,102.45	
	October-11	$283,102.45	
	November-11	$283,102.45	
	December-11	$283,102.45	
	January-12	$283,102.45	
	February-12	$283,102.45	
	March-12	$273,910.38	
	April-12	$273,910.38	
	May-12	$273,910.38	
	June-12	$311,173.38	SFY12: $3,393,674.12
SFY13	July-12	$333,648.53	
	August-12	$312,148.13	
	September-12	$312,148.13	
	October-12	$312,148.13	
	November-12	$312,148.13	
	December-12	$312,148.13	
	January-13	$312,148.13	
	February-13	$312,148.13	
	March-13	$312,148.13	
	April-13	$312,148.13	
	May-13	$312,148.13	
	June-13	$312,148.13	SFY13: $3,767,277.96
SFY14	July-13	$310,144.41	
	August-13	$310,144.41	
	September-13	$310,144.41	
	October-13	$310,144.41	
	November-13	$310,144.41	
	December-13	$310,144.41	
	January-14	$310,144.41	

Contract Time Period	Month of Service	Invoice Amount	SFY Total
	February-14	$310,144.41	
	March-14	$310,144.41	
	April-14	$310,144.41	
	May-14	$310,144.41	
	June-14	$310,144.41	SFY14: $3,721,732.92
SFY15	July-14	$319,154.41	
	August-14	$304,487.74	
	September-14	$304,487.74	
	October-14	$317,882.74	
	November-14	$317,882.74	
	December-14	$317,882.74	
	January-15	$317,882.74	
	February-15	$330,081.74	
	March-15	$330,081.74	
	April-15	$330,081.74	
	May-15	$330,081.74	
	June-15	$330,081.74	SFY15: $3,850,069.55
SFY16	July-15	$337,720.24	
	August-15	$337,720.24	
	September-15	$337,720.24	
	October-15	$360,472.00	
	November-15	$360,472.00	
	December-15	$360,472.00	
	January-16	$360,472.00	
	February-16	$348,273.00	
	March-16	$348,273.00	
	April-16	$348,273.00	
	May-16	$231,312.00	
	June-16	$231,312.00	SFY16: $3,962,491.72

Optional Year Four

SFY17	July-16	$231,312.00	
	August-16	$231,312.00	
	September-16	$231,312.00	
	October-16	$231,312.00	
	November-16	$231,312.00	
	December-16	$231,312.00	
	January-17	$231,312.00	
	February-17	$231,312.00	
	March-17	$231,312.00	
	April-17	$231,312.00	
	May-17	$231,312.00	
	June-17	$231,312.00	SFY17: $2,775,744.00
Grand Total (including optional extensions)		**$24,558,045.09**	