

### Fourth Amendment to the Contract

This Fourth Amendment to the Contract (the “Amendment”) is made pursuant to Section 2.2(14)(h) of the Contract “Technical Assistance and Support for Iowa Medicaid Enterprise Services Procurement” (the “Contract”) between the State of Iowa, Department of Human Services (the “Department” or “DHS”) and Fox Systems, Inc. (the “Contractor”) effective as of October 15, 2008. This Amendment is effective as of November 1, 2010. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

- 1. Amendment to the Contract:** The Contractor’s “Legal Name” designated on the first page of the Contract as “FOX Systems, Inc.,” as well as all other references to FOX Systems, Inc., are hereby changed to “Fox Systems, LLC.”
- 2. Amendment to the Contract:** Section 2.1(6) *Contract Payment Clause* of the Contract is hereby amended to read as follows:

The Contractor shall submit invoices for payment according to the schedule set forth in Section 3. Under no circumstances shall the Contractor be entitled to invoice for, nor shall the Department be obligated to pay, more than eighty eight percent (88%) of the full contract price until the Contractor has provided and the Department accepted all deliverables required by the Scope of Services listed in this RFP. In addition, the Contractor’s failure to timely provide deliverables in accordance with the Scope of Services section of this RFP may result in a reduction of total contract price of up to five percent (5%) to be deducted on future payments.

The Contractor shall be paid at an individual rate per hour for technical assistance and support as defined and approved in advance by the Department for any technical assistance that is not associated with the current scope of work, as mutually agreed upon by both parties, not to exceed \$200,000.00 over the term of the Contract. Rates include all travel and expenses. Invoices for the technical assistance services will be itemized and billed each month throughout the term of the Contract. The hourly rate is based upon the labor categories associated with the type of technical support requested by the Department as listed below:

<b>Labor Category</b>	<b>Hourly Rate</b>
Corporate Level Advisory Role	\$ 200.00
Project Manager	\$ 175.00
Senior Technical Analyst	\$ 165.00
Senior Business Analyst	\$ 165.00
Junior Business Analyst	\$ 125.00

IV&V Specialist	\$ 160.00
MITA Subject Matter Expert	\$ 175.00
CBA/APD Subject Matter Expert	\$ 180.00

The Contractor acknowledges and agrees that the Department shall not be responsible for or liable to the Contractor or its subcontractor(s) for any increased costs or expenses that may be incurred by the Contractor under the Contract.

**3. Amendment to the Contract:** Section 3 of the Contract, the *Special Contract Attachments*, is hereby replaced with the document attached hereto as Attachment A.

**4. 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, 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.

**5. Contingency:** This amendment is subject to and contingent upon CMS approval.

**6. Execution:** 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: \_\_\_\_\_ Date: \_\_\_\_\_

Charles J. Krogmeier, DHS Director

**Fox Systems, LLC,**

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

Mark Shishida, Executive Vice President

## Attachment A

The Special Contract Attachments in this section are identified on the Contract Declarations and Execution Page(s) and are a part of the Contract.

### Payment Schedule for MED-09-006

Invoice Date	Invoice Amount
1-Nov-08	\$34,167.40
1-Dec-08	\$72,095.40
1-Jan-09	\$72,095.40
1-Feb-09	\$72,095.40
1-Mar-09	\$72,095.40
1-Apr-09	\$72,095.40
1-May-09	\$72,095.40
1-Jun-09	\$72,095.40
1-Jul-09	\$72,095.40
1-Aug-09	\$72,095.40
1-Sep-09	\$72,095.40
1-Oct-09	\$72,095.40
1-Nov-09	\$6,289.67
1-Dec-09	\$6,289.67
1-Jan-10	\$6,289.67
1-Feb-10	\$6,289.67
1-Mar-10	\$6,289.67
1-Apr-10	\$6,289.67
1-May-10	\$6,289.67
1-Jun-10	\$6,289.67
1-Jul-10	\$6,289.67
1-Aug-10	\$6,289.67
1-Sep-10	\$6,289.67
1-Oct-10	\$6,289.63
1-Nov-10	\$46,014.01
1-Dec-10	\$46,014.01
1-Jan-11	\$46,014.01
1-Feb-11	\$46,014.01
1-Mar-11	\$46,014.01
1-Apr-11	\$46,014.01
1-May-11	\$46,014.01
1-Jun-11	\$46,014.01
1-Jul-11	\$46,014.00
1-Aug-11	\$46,014.00
1-Sep-11	\$46,014.00

1-Oct-11	\$46,014.00	
<b>15-Oct-11*</b>	<b>\$198,390.12</b>	<b>\$1,653,251.00</b>
1-Nov-11	\$23,061.67	
1-Dec-11	\$23,061.67	
1-Jan-12	\$23,061.67	
1-Feb-12	\$23,061.67	
1-Mar-12	\$23,061.67	
1-Apr-12	\$23,061.67	
1-May-12	\$23,061.67	
1-Jun-12	\$23,061.67	
1-Jul-12	\$23,061.67	
1-Aug-12	\$23,061.67	
1-Sep-12	\$23,061.67	
1-Oct-12	\$23,061.63	
<b>15-Oct-12*</b>	<b>\$69,185.00</b>	<b>\$345,925.00</b>

\*Needs final approval by the Department