

Second Amendment to the Contract

This First Amendment to the Contract for Iowa Medicaid Enterprise Services (the “Contract”) between the State of Iowa, Department of Human services (the “Department” or “DHS”) and Iowa Foundation for Medical Care (the “Contractor”) effective as of May 1, 2010 is made pursuant to Section 15.1 and 15.3 of the Contract. This Amendment is effective as of May 1, 2010 (the “Amendment First Effective Date”) or the date of full execution of this amendment, whichever is later, 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. The Contract is amended by adding the following as new Section 15.4:

Notwithstanding any other provision of this Section 15, Contractor shall provide the Department with an escrow agreement acceptable to the Department that names the Department as the escrow beneficiary for the TruCare software. IFMC will assure that the escrow is kept up to date with any future software upgrades, and the escrow shall include source code and all software documentation to enable continuity of operations in the event of contract expiration or termination.

Section 2: Ratification & Authorization. Except as expressly amended and supplemented herein, the Contract shall remain in 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, to 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: Contingency. This Amendment is contingent upon CMS approval.

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.

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

By: _____
Charles J, Krogmeier, Director

Date: _____

Iowa Foundation for Medical Care (Contractor)

By: Peg Mason
Peg Mason, Vice President

Date: 11/5/10

EXHIBIT E

BENEFICIARY ENROLLMENT FORM

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that

BENEFICIARY COMPANY NAME: STATE OF IOWA is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number:** 37990 with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement.

AUTHORIZED PERSON(S)/NOTICES TABLE

Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. All Notices will be sent electronically or through regular mail to the appropriate address set forth below. Please complete all information as applicable. Incomplete information may result in a delay of processing.

BENEFICIARY		DEPOSITOR	
PRINT NAME:		PRINT NAME:	Denis E. Liptak
TITLE:		TITLE:	VP & CFO
EMAIL ADDRESS		EMAIL ADDRESS	dliptak@casenetinc.com
STREET ADDRESS		STREET ADDRESS	23 Crosby Drive
PROVINCE/CITY/STATE		PROVINCE/CITY/STATE	Bedford, MA
POSTAL/ZIP CODE		POSTAL/ZIP CODE	01730
PHONE NUMBER		PHONE NUMBER	(781) 357-2705
FAX NUMBER		FAX NUMBER	(781) 357-2699

PAYING PARTY COMPANY NAME: _____

BILLING CONTACT INFORMATION TABLE

Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.

PRINT NAME:	
TITLE:	
EMAIL ADDRESS	
STREET ADDRESS	
PROVINCE/CITY/STATE	
POSTAL/ZIP CODE	
PHONE NUMBER	
FAX NUMBER	
PURCHASE ORDER #	

DEPOSITOR

SIGNATURE:	
PRINT NAME:	Denis E. Liptak
TITLE:	VP & CFO
DATE:	November 3, 2010
EMAIL ADDRESS	dliptak@casenetinc.com

BENEFICIARY

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.

SIGNATURE:	
PRINT NAME:	
TITLE:	
DATE:	
EMAIL ADDRESS:	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to ipmclientservices@ironmountain.com OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA.