

Fifth Amendment to the Contract

This Fifth 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 Iowa Foundation for Medical Care (the "Contractor") effective as of May 1, 2010 is made pursuant to Section 22.5 of the Contract. This Amendment is effective as of July 1, 2011 and will remain coterminous with the Contract. The Amendment modifies, to the extent specified below, the terms and conditions of the Contract:

1. The Scope of Work of RFP MED-10-001, incorporated into Section 5 the Contract by reference is hereby amended as follows:**In "Medical Support" subsection 6.2.1.2 add Contractor Responsibility "ee", to read as follows:**

ee. Provide administrative support as assigned by the Medicaid Director and policy staff including logging, assigning, and tracking all appeals and exception to policy requests for IME policy and vendor staff.

In "Long Term Care" subsection 6.2.4.2 amend Contractor Responsibility "i (1)" to read as follows:

1. Notice of decision for behavioral health intervention services.

In "Long Term Care" subsection 6.2.4.2 amend Contractor Responsibility "i (3)" to read as follows:

3. Quality reviews for HCBS, habilitation and behavioral health intervention services, and TCM.

In "Long Term Care" subsection 6.2.4.2, delete Contractor Responsibility "o" is in its entirety.**In "Long Term Care" subsection 6.2.4.2 amend Contractor Responsibility "p" to read as follows:**

For behavioral health intervention services, provide to the Department or its designated entity monthly activity reports as specified in RFP Section 6.1 General Requirements for All Components.

In "Long Term Care" subsection 6.2.4.2, delete Contractor Responsibility "q (3)" is in its entirety.**In "Long Term Care" subsection 6.2.4.2 add Contractor Responsibility "w", to read as follows:**

w. Complete initial assessments necessary for determination of level of care for children who have applied for the Intellectual Disability (ID) Waiver. Assessments will be completed using a form determined by the Department within 2 business days of receiving all necessary information from the referring case manager, including a complete psychological evaluation.

In "Long Term Care" subsection 6.2.4.2 add Contractor Responsibility "x", to read as follows:

x. Review exception to policy requests for the Bureau of Adult & Children's Medical Programs and the Bureau of Long Term Care and make determinations for approval or denial of the request based on Department policies and procedures, cost-effectiveness, medical necessity, and the availability of lower cost alternatives. When necessary, request additional information from the requestor. Consult with bureau policy staff and other IME units as necessary, and prepare response letters for approval by bureau staff and signature by the Department director. Analyze trends in exception requests and make recommendations for Administrative Rule changes based on findings.

In “Long Term Care” subsection 6.2.4.3 delete Performance Standard “f (3)” in its entirety.

In “Long Term Care” subsection 6.2.4.3 add new Performance Standard "h" to read as follows:

h. Complete 95 percent of Exception to Policy Determinations within 10 business days of receipt of complete information. Complete 100 percent within 20 business days.

Add new sub-section 6.2.9 "Iowa Medicaid Communications Support" to read as follows:

Communications in the health care arena are especially important in light of the complicated and rapidly evolving nature of this public policy. This is especially true for the Medicaid arena, where Federal and State tax dollars are utilized to provide health care to the most vulnerable citizens, including the disabled, elderly and children. Public policy communications positively promotes understanding and facilitates work towards common goals. It allows for message discipline and provides a framework to respond to misinformation, which can result in wasted time and damaged relationships with partners.

All of the new initiatives and changes in healthcare require prompt, consistent, informative, and up-to-date information shared with all stakeholders. This communication with stakeholders is crucial and includes monthly Iowa Medicaid newsletters and a robust and intuitive website. In addition, the Patient Protection and Affordable Care Act (known as Federal Health Care Reform) require profound changes in the delivery of Medicaid at the state level in a relatively short period of time. The successful implementation of these changes will require involvement of many stakeholders. It will be critical to the success of the outcomes that everyone understand where we have been, where we are going, and what questions must be answered along the way as Iowa Medicaid implements the federal requirements.

The contractor will provide the leadership from a communications perspective to assist the Department in developing and implementing communication plans and documents to be used with all stakeholders to support Iowa’s efforts in meeting all federally mandated deadlines to implement the various components of the highly complex federal health care reform legislation and other initiatives.

Add new "Iowa Medicaid Communications Support" subsection 6.2.9.1 entitled Contractor Responsibilities with subparts "a" through "g" to read as follows:

- a. Develop a Strategic Plan for Communications. Identify stakeholders and determine communications materials to be used and frequency.
- b. Develop, deliver, and distribute communication materials as identified in the Strategic Communications Plan. Materials will only be distributed after receipt of written approval of the IME. Any cost associated with producing and distributing communications will be the responsibility of the IME.
- c. Identify and monitor key communications from leading organizations regarding Federal Health Care Reform as well as other Medicaid initiatives.
- d. Identify outreach opportunities. Attend stakeholder group meetings. Consider establishment of a regular forum for groups to communicate with the Medicaid Director.
- e. Develop a plan and procedures to be used when responding to negative or incorrect information.
- f. Evaluate and retool IME Communications Plan. Analyze results and provide report of the analysis to the Medicaid Director. Retool plan for the next fiscal year and present to the Medicaid Director for approval.
- g. Report at least monthly:
 1. Updates on communications contractor receives from leading organizations related to Health Care Reform and other Medicaid initiatives.

2. Identification of stakeholder meetings attended by Contractor with brief summary describing meeting discussions.

Add new "Iowa Medicaid Communications Support" subsection 6.2.9.2 entitled State Responsibilities with subparts "a" through "c" which read as follows:

- a. Review and approve Strategic Communications Plan.
- b. Review and Approve Communications Materials.
- c. Identify meetings or other opportunities for contractor to participate and communicate with stakeholders.

Add new "Iowa Medicaid Communications Support" subsection 6.2.9.3 entitled Performance Standards with subparts "a" through "c", to read as follows:

- a. Complete a draft of the Strategic Communications Plan for the Medicaid Director's review and approval within 30 days of the effective date of this amendment.
- b. Develop a plan with procedures that can be used to respond to negative or incorrect information for the Medicaid Director's review and approval within 45 days of the state of the Contract.
- c. Provide report analyzing results of the IME Communications Plan with suggestions to retool the plan for the next year, for the Medicaid Director's review and approval by June 30, 2012.

2. Section 7.1 "Payment Terms and Compensation", paragraphs three through five 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	\$12,640,717

The prices for the three (3) Renewal Option Years are:

SFY 2014	\$12,548,129
SFY 2015	\$12,393,773
SFY 2016	\$12,765,514

Notwithstanding the foregoing, for the scope of work as outlined in Amendment 3, the price paid will be billed as incurred, not to exceed the amount detailed in Attachment 6. The Contractor may invoice actual cost each month, beginning on the first of the month following the start of work.

3. 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.

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 (Agency)

By: _____

Date: _____

Charles M. Palmer
Director

Iowa Foundation for Medical Care (Contractor)

By: _____

Date: _____