

## **First Amendment to the Dual Special Needs Plan (DSNP Contract)**

This Amendment to Contract Number H0907-001 is effective as of January 1, 2022, between the Iowa Department of Human Services (the “Department”) and Amerigroup Iowa, Inc. (“MA Health Plan”).

### **Article III: Amendment to Contract Language**

The Contract is amended as follows:

#### **Revision 1.** Section 3.03(c) and (d) is hereby amended to read as follows:

(c) The MA Health Plan will identify for Dual Eligible Members in the MA Health Plan’s Summary of Benefits those benefits the member may be eligible for under the State Plan that are not covered services under the Member’s MA Health Plan and coordinate access to such benefits as outlined in Section 3.03(d). To facilitate this process, the Department will provide the MA Health Plan with the State Plan benefits as outlined in Appendix B. The MA Health Plan will provide a copy of the Summary of Benefits to the Department thirty (30) days after the MA Health Plan receive notice from CMS that the Summary of Benefits has been approved.

(d) The MA Health Plan is responsible for coordinating the delivery of all benefits covered by both Medicare and the Iowa Medicaid Program, including when Medicaid benefits are delivered via Fee-For-Service and/or Iowa Health Link program. The MA Health Plan is responsible for coordinating the enrollee’s Medicare and Medicaid benefits, including, but not limited to discharge planning, disease management, and care management. Consistent with the MA Health Plan’s Model of Care, coordination of care for Dual Eligible Members by the MA Health Plan will include the following:

- i. Identifying for Dual Eligible Members of the Special Needs Plan in the MA Health Plan’s Summary of Benefit those benefits the member may be eligible for under the State Plan that are not covered services under the Member’s Dual Special Needs Plan to the extent that the Department has provided State Plan benefit information outlined in Section Appendix B of this Agreement.

#### **Revision 2.** Section 3.06 is hereby amended to read as follows:

*Section 3.06            Reporting Requirements*

(a) The MA Health shall submit the following to the Department in the timeframes indicated, and in the manner and format specified by the Department:

- i. Sanctions of any kind imposed by CMS within 15 business days of the notification.
- ii. Performance information, including CMS warning letters, deficiency notices, and notices of Medicare star ratings less than 3.0, within 15 business days of the notification.

### **Article VII: Amendment to Contract Language**

The Contract is amended as follows:

#### **Revision 3.** Section 7.15 is hereby amended to read as follows:

*Section 7.15            Business Associate Agreement.*

The MA Health Plan, acting as the Department’s Business Associate, performs certain services on behalf of or for the Agency pursuant to this Contract that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Agency’s website: <http://dhs.iowa.gov/HIPAA/baa>. This BAA, and any amendments thereof, is incorporated into the Contract by reference.

By signing this Contract, the Business Associate consents to receive notice of future amendments to the BAA through electronic mail. The Business Associate shall file and maintain a current electronic mail address with the Agency for this purpose. The Department may amend the BAA by posting an updated version of the BAA on the Agency’s website at: <http://dhs.iowa.gov/HIPAA/baa>, and providing the Business Associate electronic notice of the amended BAA. The Business Associate shall be deemed to have accepted the amendment unless the Business Associate notifies the Agency of its non-acceptance in accordance with the Notice provisions of the Contract within 30 days of the Agency’s notice referenced herein. Any agreed alteration of the then current Agency BAA shall have no force or effect until the agreed alteration is reduced to a Contract amendment that must be signed by the Business Associate, Agency Director, and the Agency Security and Privacy Officer.

**Revision 4.** Appendix A of the Contact is hereby deleted and replaced with the attached Appendix A.

**Section 2: 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 that this Amendment constitutes a legal, valid, and binding obligation.

**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.

<b>Contractor, Amerigroup Iowa, Inc.</b>		<b>Agency, Iowa Department of Human Services</b>	
Signature of Authorized Representative: 	Date: 6/22/21	Signature of Authorized Representative: 	Date: 7/1/2021
Printed Name: Neil Steffens		Printed Name: Elizabeth Matney	
Title: President, Medicare Central Rgn		Title: Medicaid Director	

**APPENDIX A**

**MA-PD PLANS**  
**APPLICABLE SERVICE AREAS AND**  
**DUAL ELIGIBLE AND OTHER DUAL ELIGIBLE CATEGORIES**

MA-PD PLAN NAME	CONTRACT NUMBER	SERVICE AREA	SPECIAL NEEDS PLAN (Y/N)	APPLICABLE CATEGORY OF DUAL ELIGIBLE OR OTHER DUAL ELIGIBLE
Amerigroup Iowa, Inc.  Amerivantage Dual Coordination (HMO D-SNP)	H0907-001	Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Delaware, Dickinson, Emmet, Fayette, Floyd, Franklin, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mitchell, Monona, Monroe, Muscatine, O'Brien, Osceola, Palo Alto, Plymouth, Pocahontas, Polk, Poweshiek, Ringgold, Sac, Scott, Shelby, Sioux, Tama, Union, Van Burens, Wapello, Warren, Washington, Webster, Winnebago, Winneshiek, Woodbury, Worth, Wright.	Y	FBDE, QMB Only, QMB Plus, and SLMB Plus