

Fifth Amendment to the Program Integrity Services for Iowa Medicaid Contract

This Amendment to Contract Number MED-19-003-A is effective as of July 1, 2023, between the Iowa Department of Human Services (Agency) and International Business Machines Corporation (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. New Entity. Effective July 1, 2023, the Iowa Department of Human Services (DHS), listed as a party to this Contract, is hereby changed to a new entity, the Iowa Department of Health and Human Services (HHS). “Agency” as used in the Contract shall mean HHS.

Revision 2. Contract Information, Contractor’s Contract Manager Name/Address, Phone and E-Mails, is hereby amended to read as follows:

<p>Contractor’s Contract Manager Name/Address (“Notice Address”): Jillian Scalvini IBM Business Machines (IBM) Corporation 3039 E. Cornwallis Road Research Triangle Park, NC 27709-2195</p>
<p>Phone: (919) 314-7171</p>
<p>e-Mail: JScalvin@us.ibm.com</p>

Revision 3. Contract General and Contingent Terms. If the Contract currently incorporates the Department of Human Services Terms for Service Contracts (Section 2 General Terms for Service Contracts and Section 3 Contingent Terms for Service Contracts), as set forth in this Contract, then the Agency is providing notification that the website address displaying these sections of the Contract has changed from <https://dhs.iowa.gov/contract-terms> to <https://hhs.iowa.gov/contract-terms>. No changes were made to the content of the terms as a result of this website address change. These terms remain fully incorporated into the Contract. All revisions to Section 2 General Terms for Service Contracts negotiated via the Third Amendment to the Contract still apply.

Revision 4. Business Associate Agreement. If the Contractor is currently the Agency’s business associate and a Business Associate Agreement is incorporated into the Contract, then the Agency is providing notification that the website address of the Business Associate Agreement has moved from the former location at: <http://dhs.iowa.gov/HIPAA/baa> to: <https://hhs.iowa.gov/hipaa/baa>. No changes were made to the content of the terms as a result of this website address change. These terms remain fully incorporated into the Contract.

Revision 5. Contract Page 2, Contract Information, Possible Extension(s), is hereby modified to read as follows:

<p>Possible Extension(s): The Agency shall have the option to extend this Contract for up to 1 additional 2-year extension, followed by 1 additional 1-year extension.</p>

Revision 6. Contract Duration. The Contract is hereby extended from July 1, 2023, through June 30, 2024.

Revision 7. Section 1.3.1.2.A is modified as follows:

- A. Project work plans, subject to Agency approval. Such plan shall be delivered to the Agency for its approval within 30 business days after the execution of this Contract.

Revision 8. Section 1.3.1.2 G is deleted in its entirety**Revision 9. Section 1.3.1.3.A.3 is modified as follows:**

- 3. The Contractor shall ensure that the solution remains compliant with federal Medicaid requirements for enhanced operations matching as provided in 42 C.F.R. § 433.116.

Revision 10. Section 1.3.1.3.E.3 is modified as follows:

- 3. The Contractor shall complete the following activities to upgrade the current Case Management System:
 - 1. Upgrade and configure instance for the case management application.
 - 2. Upgrade and configure reporting tool.
 - 3. Complete data migration and workflows from current case management application to the upgraded version.
 - 4. Migrate and configure existing reports to upgraded instance.
 - 5. Migrate historical case information into upgraded application instance.

Revision 11. Section 1.3.1.3.E.4 is modified as follows:

- 4. The Contractor shall ensure that the solution remains compliant with federal Medicaid requirements for enhanced operations matching as provided in 42 C.F.R. § 433.116.

Revision 12. Section 1.3.1.3.J.1.c is modified as follows:

- c. Death Registry checks – The Contractor shall integrate any Iowa-provided vital statistics information provided in a mutually-agreeable format from the Agency to verify that providers are not deceased. In addition, the Contractor shall utilize the State of Iowa’s Death Master File and the Provider Enrollment and Chain/Ownership System (PECOS) to check for death information.

Revision 13. Section 1.3.1.3.L is modified as follows:

L. Advanced Analytics

The Contractor shall add several advanced analytic methodologies to the PI database to improve the value of the data for medical necessity review and other analyses of utilization and appropriateness of care, including but not limited to:

- 1. American Medical Association references for medical data enhancement
- 2. American Dental Association for references dental data enhancement
- 3. American Hospital Association references for medical data enhancement
- 4. RedBook for drug data enhancement

Revision 14. Section 1.3.1.3.R, is modified as follows:R. **CHIPRA, Adult Medicaid, and IHAWP** Quality Measures, and other Agency Measures

- 1. For calendar year 2023 data, the Contractor shall calculate and report on the following measures:
 - a. Adult and Child Core Set
 - i. Core Set Measures Dashboard
 - ii. QMR (quality measure reporting) submission
 - iii. Overview presentation

- b. Iowa Health and Wellness Plan (IHAWP) Metrics Report
 - c. University of Iowa Hospitals and Clinics (UIHC) Measures Report
 - d. Health Home Core Set Measures (full set) FFY 2023
 - e. Health Home Plan All Cause Readmission Measures Report
 - f. HCBS Fiscal Accountability Measures
 - g. HCBS and Habilitation Waiver Quality Measures
2. The Contractor shall support standard CHIPRA and adult Medicaid quality measures, calculated using the administrative data available in the PI database and supplemented with measures from the Iowa Department of Public Health (IDPH) vital records. The Contractor shall work with IDPH and any other Agency contractor, in the fulfillment of these obligations, as required. Based on data for the reporting year, the Contractor shall make measures available for reporting no later than December 31.
 3. The Contractor shall calculate and report on other Agency measures listed in 1 above, as determined by the Agency. In addition, the Contractor shall communicate updates throughout the year with Agency staff, present to Agency leadership and submit measures to CMS, as requested. The Contractor shall also answer any follow up questions or requests from CMS regarding the measures and re-submit as needed.
 4. The measure results shall include summary files for all calculated measures that provide numerators, denominators and rates for all age subsets required for reporting of these measures. Related documentation will completely describe the specification used in calculating the measure and any deviations from the official specification that may be needed to accommodate the data available from the state.

Revision 15. Sections 1.3.1.3.W and 1.3.1.3.X are hereby deleted in their entireties.

Revision 16. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$33,638,765.53 for the entire term of the Contract.

Revision 17. Section 1.3.4.2, Payment Methodology, is hereby amended as follows: For the period beginning July 1, 2023, the Contractor will be paid as follows:

Category of Service	Not to Exceed Cost
Monthly Operations Amount	\$439,347.66
System Solutions Monthly Subscription Fees	
DataProbe: Up to 10 Agency users	\$17,000.00
CaseIQ: Up to 25 Agency users	\$21,267.59
DataProbe Data Management (Monthly Amount)	\$8,549.07
CaseIQ Upgrade (One-Time Fee)	\$44,347.22
DataProbe and CaseIQ Training	Included
Contract Section 1.3.1.3.R Measures Submission (Monthly Amount)	\$19,148.72

Payment will occur as follows:

1. Monthly Operations Amount. The Contractor may invoice 90% of the fixed monthly operations amount each month. The Agency will withhold 10% of the monthly amount to assure the Contractor meets required Deliverables and performance measures within the established timeframes. Contractor may invoice the remaining 10% on a quarterly

basis, upon retrospective review completion. In order to claim the withhold amount, the Contractor must have met all Deliverables and performance measures to Agency satisfaction. Determination of whether performance measures have been met is strictly and solely at the discretion of the Agency. The Agency will notify the Contractor of any performance concerns in a timely matter to allow for an opportunity to correct deficiencies prior to the quarterly retrospective review.

2. Section 1.3.1.3.R Measures Submission. The Contractor may invoice the fixed fee price for Contract Section 1.3.1.3.R activities, upon submittal of all calculated measure results to the Agency for reporting purposes.
3. DataProbe System Solution Monthly Subscription Fees. The Contractor may invoice DataProbe license fees for up to 10 Agency licenses.
4. CaseIQ System Solution Monthly Subscription Fees. The Contractor may invoice CaseIQ license fees for up to 25 Agency licenses.
5. Withholding of Final Payment. The Agency may withhold the last full monthly payment due at the end of the Contract until such time as the Contractor has fully completed all Turnover activities and completely closed out the Contract.

Revision 18. Federal Funds. The following federal funds information is provided

Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Vendor	
UEI # TDJBFKSTEM22	
The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.778	Federal Awarding Agency Name: Department of Health and Human Services/Centers for Medicare and Medicaid Services
Grant Name: Medical Assistance Program	

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.

Contractor, International Business Machines Corporation		Agency, Iowa Department of Health and Human Services	
Signature of Authorized Representative: <i>Jillian M. Scalvini</i>	Date: 6/28/2023	Signature of Authorized Representative: <u><i>Kelly Garcia</i></u> Kelly Garcia (Jun 29, 2023 18:07 CDT)	Date: Jun 29, 2023
Printed Name: Jillian Scalvini		Printed Name: Kelly Garcia	
Title: Associate Partner		Title: Director	