First Amendment to the Technical Assistance in SIM ACO Model Development Contract

This Amendment to Contract Number MED-13-011 is effective as of August 23, 2013, between the Iowa Department of Human Services (Agency) and Health Management Associates, Inc (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from October 1, 2013, through March 31, 2014.

Revision 2. Section 1.3.1.C.ii, is hereby modified to read as follows:

Develop and draft the State Healthcare Innovation Plan as defined within the SIM Funding Opportunity Announcement and Notice of Award.

Revision 3. Section 1.3.1.C.iii, is hereby modified to read as follows:

- iii. Prepare and support all required grant reporting and evaluations for the SIM Cooperative Agreement with CMS. This includes:
 - a. Prepare responses to requests that are necessary for the evaluation of Model Design efforts and provide data on key elements of model performance and on results from the cooperative agreement activities.
 - b. Produce quarterly, semi-annual, annual and final progress reports, as required. These reports will include how cooperative agreement funds were used, describe project or model progress, and describe any barriers, delays, and measurable outcomes.
 - c. Support the Agency in work with CMS to develop standards for data collection and use and for data reporting, as well as requirements for those data elements that will be collected and reported to CMS.

Revision 4. Section 1.3.1.F.i, is hereby amended to add the following language:

- h. Develop and draft the Model Testing Proposal as defined within the SIM Funding Opportunity Announcement and Notice of Award.
- i. Participate in the CMS evaluation of model design and identify a research group, preferably within the state, that will assist in the evaluation and develop in-state evaluation expertise.

Revision 5. Section 1.3.4.1, Pricing, is hereby modified to read as follows:

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$600,000 for the entire term of the Contract.

Note: continued payment for contract extensions is contingent upon extension of the Contract.

Revision 6. Section 1.3.4.2, Payment Methodology, last sentence, is deleted and replaced as follows: For Task Areas 4, 5, and 6, the Contractor will be paid for implementation and operational support services as rendered, in an amount not to exceed a fixed rate of \$253.00 per hour, to be invoiced monthly, effective 8/23/13. Total hourly payments will not exceed \$312,000.00.

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 this Amendment constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

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, HEALTH MANAGEMENT ASSOCIATES, INC	Agency, Iowa Department of Human Services
Signature of Authorized Representative: Holly Holand	Signature of Authorized Representative:
Printed Name: Kelly Johnson	Printed Name: Charles M. Palmer
Title: Chief Operating Officer	Title: Director
Date: 8/28/2013	Date: 9-23-13