#### Fourth Amendment to the Iowa Health Link Contract

This Fourth Amendment to Contract Number MED-16-018 between the Iowa Department of Human Services (Agency) and Amerigroup Iowa, Inc. (Contractor) amends the Contract as set forth below. This Fourth Amendment is effective July 1, 2017.

### Section 1: Amendment to Contract Language

The Contract is amended as follows:

# Revision 1. Section 3.2.6.10.3 of the Contract's Scope of Work is amended to read as follows:

The Agency participates in the federal supplemental drug rebate program, as such the Contractor and its subcontractors including their PBM are prohibited from obtaining manufacturer drug rebates or other form of reimbursement on the Medicaid enrollees. This provision excludes the hawk-i program.

Revision 2. Section 3.2.9 of the Contract's Scope of Work as well as all subsections of Section 3.2.9 are amended to read as follows:

#### 3.2.9 Health Homes

The Contractor shall administer and fund the State's Health Home services, or like functions, within the approved State Plan Amendment. If the Contractor chooses to meet the State Plan Amendment criteria related to the functions that provide comprehensive care coordination in a manner other than use of Health Home provider types, this shall be communicated to the Agency and shall be subject to periodic monitoring to ensure all functions are met. In accordance with federal requirements, the Contractor shall ensure non-duplication of payment for similar services that are offered through another method, such as 1915(c) HCBS waivers, other forms of community-based case management, or value-based purchasing arrangements. If supplemental services are required to ensure quality of Health Home services to members, the cost of such supplemental services provided to ensure quality may be deducted from Health Home payments.

# Revision 3. Section 3.2.11.2.2 of the Contract's Scope of Work is amended to read as follows:

## 3.2.11.2.2 Initial Assessment and Annual Support Assessment

The Contractor shall ensure that level of care and needs-based assessments for members potentially eligible for 1915(i) Habilitation Program and 1915(c) Children's Mental Health Waiver enrollment include an assessment of the individual's ability to have his or her needs met safely and effectively in the community and at a cost that does not exceed the limits established in each 1915(i) Habilitation Program and 1915(c) Children's Mental Health Waiver. If the Contractor determines a member's needs cannot be safely met in the community and within the monthly costs and service limits defined in the 1915 (i) Habilitation Program or 1915(c) HCBS Children's Mental Health Waiver in which the member is enrolled, the Contractor shall determine if additional services may be otherwise available through the Contractor's own Exception to Policy process as described in Section 8.15.10, to allow the member to continue to reside safely in the community. If the Contractor determines that it is not reasonable or appropriate to provide an exception to cost or service limits, the Contractor shall provide seamless transition to another setting. A Contractor denial of an exception to cost or service limits is not appealable.

If a member does not appear to meet enrollment criteria such as meeting the target population group, the Contractor shall comply with the requirements. The Contractor shall obtain Agency approval of timeframes in which the level of care or functional eligibility assessment shall occur. The Agency will establish timelines which will promptly assess the member's needs and ensure member safety.

The Contractor shall conduct level of care and needs-based eligibility reassessments, using the Agency designated tools by population annually and when the Contractor becomes aware that the member's functional or medical status has changed in a way that may affect the member's level of care eligibility. The Contractor may perform needs-based eligibility reassessments annually and when the member's function or medical status has changed. The Contractor shall track level of care and needs-based eligibility expiration dates to ensure this requirement is met. This requirement applies to all members on a 1915(i) Habilitation Program and 1915(c) Children's Mental Health Waiver. The Contractor shall obtain Agency approval of timeframes in which reassessments shall occur for individuals identified as having a medical or functional status change. The Agency will establish timelines, which the Contractor shall adhere to, for the Contractor to promptly assess the member's needs and ensure member safety.

Once the assessment is completed, the Contractor shall submit the level of care or functional eligibility assessment to the Agency in the manner prescribed by the Agency. The Agency will retain all authority for determining Medicaid categorical, financial, level of care or needs-based eligibility and enrolling members into a Medicaid eligibility category. The Agency will notify the Contractor when a member has been enrolled in a 1915(i) Habilitation Program and 1915(c) Children's Mental Health Waiver eligibility category and any applicable patient liability amounts.

The Contractor shall administer all needs assessments in a conflict free manner consistent with Balancing Incentive Program (BIP) requirements.

In any Work Plan required by Section 2.13, the Contractor shall develop policies and procedures

- (a) identifying a timeline in which all needs assessments shall be completed: (i) upon initial enrollment with the Contractor; and (ii) when the Contractor becomes aware of a change in the member's circumstances which necessitates a new assessment;
- (b) providing that reassessments shall be conducted, at least every twelve (12) months; and
- (c) identifying a mechanism for completing needs assessments in an appropriate and timely manner.

# Revision 4. Section 3.3.2 of the Contract's Scope of Work is amended to read as follows:

# 3.3.2 Transition Period-Out of Network Care

During the first ninety (90) days of the Contract, with the exception of LTSS, residential services and certain services rendered to dual diagnosis populations, which are addressed in Sections 3.3.4 – 3.3.5 and Section 3.3.7, the Contractor shall allow a member who is receiving covered benefits from a non-network provider at the time of Contractor enrollment to continue accessing that provider, even if the network has been closed due to the Contractor meeting the network access requirements. The Contractor is permitted to establish single case agreements or otherwise authorize non-network care past the initial ninety (90) days of the Contract to provide continuity

of care for members receiving out-of-network services. The Contractor shall make commercially reasonable attempts to contract with providers from whom an enrolled member is receiving ongoing care. Out of network providers will be reimbursed a percentage of the network rate unless otherwise agreed upon through a single case agreement.

# Revision 5. Section 3.3.4 of the Contract's Scope of Work is amended to read as follows:

## 3.3.4 Long Term Services and Supports (LTSS)

The Contractor shall not be reduce, modify or terminate LTSS services in the absence of an upto-date assessment of needs that supports the reduction, modification or termination.

Identification of duplication of services, use of like state plan services in place of LTSS, or other efforts to address over-utilization shall be documented by the Contractor as part of the service planning process. The Contractor shall ensure members receiving LTSS will be permitted to see all current providers on their approved service plan, when they initially enroll with the Contractor, even on a non-network basis, until an updated service plan is completed, either agreed upon by the member or resolved through the appeals or fair hearing process, and implemented. The Contractor shall extend the authorization of LTSS from a non-contracted provider as necessary to ensure continuity of care pending the provider's contracting with the Contractor, or the member's transition to a contract provider. The Contractor shall facilitate a seamless transition to new services and/or providers, as applicable, in the plan of care developed by the Contractor without any disruption in services.

# Revision 6. Section 3.3.5.2 of the Contract's Scope of Work is amended to read as follows:

## 3.3.5.2 Ongoing Operations

Effective one (1) year after the Contract effective date, the Contractor shall not transition members using residential providers, as defined in Section 3.3.5.1, to another residential provider unless the following conditions are met: (i) the member or his/her representative specifically requests to transition; (ii) the member or his/her representative provides written consent to transition based on quality or other concerns raised by the Contractor, which shall not include the residential provider's rate of reimbursement; (iii) the residential provider has chosen not to contract with the Contractor; or (iv) the residential provider chooses to not serve the member at the reimbursement rate offered.

If the residential provider is a non-contract provider, the Contractor may: (i) authorize continuation of the services pending contracting with the provider; (ii) authorize continuation of the services, for at least thirty (30) days pending facilitation of the member's transition to a contracted provider, subject to the member's agreement with such transition; or (iii) continue to reimburse services from the non-contract provider. If a member is transitioned to a contract provider, the Contractor shall extend the authorization of services with the non-contracted provider beyond the minimum thirty (30) day requirement as necessary to ensure continuity of care and the member's seamless transition to a new provider. The Contractor shall permit a member with a dual diagnosis of a behavioral health condition and developmental disorder to remain with their residential provider for at least one year or with their inpatient psychiatric provider, regardless of network status, as long as the services continue to be medically necessary. If, for whatever reason, a member can no longer be served by his/her residential provider the Contractor shall find and make available to the member an alternative residential provider that can meet the member's needs so there is no break in services.

Revision 7. Reserved. Revision 8. Reserved.

Revision 9. Section 4.3 of the Contract's Scope of Work is amended to read as follows. This Revision does not impact the subsections under Section 4.3:

## 4.3 Community-Based Case Management Requirements

The Contractor shall provide for the delivery of community-based case management. Community-based case management is all of the activities described in this section and the equivalent of: (i) targeted case management to members who are eighteen (18) years of age or over and have a primary diagnosis of mental retardation or who have a developmental disability as defined in 441 Iowa Administrative Code Chapter 90 whether or not the member is receiving LTSS; and (ii) case management to members who are receiving services under the 1915(c) HCBS waivers and any amendments thereto as a result of this Contract except the 1915(c) HCBS waiver for children with a serious emotional disturbance who may be receiving case management services through an IHH. Adult members with a severe mental illness or members that are children with a serious emotional disturbance, as described in Section 3.2.8, shall receive care coordination via the Integrated Health Home in lieu of community-based case management described in this section.

The Contractor shall assign to each member receiving home and community-based LTSS a community-based case manager who is the member's main point of contact with the Contractor and their service delivery system. The Contractor shall establish mechanisms to ensure ease of access and a reasonable level of responsiveness for each member to their community-based case manager during regular business hours. Community-based case manager staff shall have knowledge of community alternatives for the target populations and the full range of long-term care resources as well as specialized knowledge of the conditions and functional limitations of the target populations served by the Contractor, and of the individual members to whom they are assigned. The Contractor shall provide community-based case management services to all members receiving community-based LTSS in accordance with this section. The Contractor shall also ensure that additional requirements are met including Section 4.4 applicable to members receiving 1915(c) HCBS waivers.

The Contractor shall ensure community-based case management shall be provided in a conflict free manner that administratively separates the final approval of 1915(c) HCBS waiver plans of care and approval of funding amount done by the Contractor. Community-based case management efforts made by the Contractor or its designee shall avoid duplication of other coordination efforts provided within the members' system of care.

# Revision 10. Section 4.3.1 of the Contract's Scope of Work is amended to read as follows:

# 4.3.1 Community-Based Case Manager Qualifications

In any Work Plan required by 2.13, the Contractor shall submit the required qualifications, experience and training of community-based case managers. The assigned community-based case manager for members who choose to self-direct services, as described in Section 4.4.8, shall have specific experience with self-direction and additional training regarding self-direction. The

<sup>&</sup>lt;sup>1</sup> Change moved to Amendment 3.

Agency will not prescribe specific community-based case manager to member ratios that shall be maintained. However, the Agency reserves the right to require the Contractor to hire additional community-based case managers if it is determined, at the sole discretion of the Agency, the Contractor has insufficient community-based case management staff to properly and timely perform its obligations under the Contract. Community-based case management shall meet all of the applicable qualifications and requirements as specified in 441 Iowa Administrative Chapter 90.

## Revision 11. Section 4.3.12.1 of the Contract's Scope of Work is amended to read as follows:

#### 4.3.12.1 Case Management Requirements

In any Work Plan required under Section 2.13, the Contractor shall obtain Agency approval of strategies for monitoring services for members in nursing facilities and ICF/IDs that meet the requirements of this section.

The Contractor shall work with nursing facilities and ICF/IDs to coordinate the provision of care for members. The Contractor shall participate, as appropriate, and allowed by the member, in the nursing facility and ICF/ID care planning process and advocate for the member. The Contractor shall evaluate the nursing facility and ICF/ID care plans to determine adequacy and ensure timely discharge planning is addressed and implemented. The Contractor shall develop a care plan for members in a nursing facility or ICF/ID but may use the care plan developed by the facility to supplement the care plan. The Contractor shall develop and implement targeted strategies to improve the health, functional and quality of life outcomes of members residing in a nursing facility or ICF/ID. The Contractor shall develop and implement policies and procedures, subject to Agency review and approval, to escalate and report concerns regarding nursing facility and ICF/ID quality. The Contractor shall provide nursing facility members' options counseling and transition activities when a member has been identified through the quarterly screening of MDS Section Q, Participation in Assessment and Goal Setting, to return to their home and/or community of their choice.

## Revision 12. Section 4.4.5.2 of the Contract's Scope of Work is amended to read as follows:

#### 4.4.5.2 Service Needs

The Contractor shall continually monitor 1915(c) HCBS waiver member's service needs are met to assist the member in remaining in the least restrictive setting of the member's choice. If the Contractor determines a member's needs cannot be safely met in the community and within the monthly costs and service limits defined in the 1915(c) HCBS waiver in which the member is enrolled, the Contractor shall determine if additional services may be otherwise available through the Contractor's own Exception to Policy process as described in Section 8.15.10, to allow the member to continue to reside safely in the community. If the Contractor determines that it is not reasonable or appropriate to provide an exception to cost or service limits, the Contractor shall provide seamless transition to another setting. A Contractor denial of an exception to cost or service limits is not appealable.

## Revision 13. Section 6.2.2.7 of the Contract's Scope of Work is amended to read as follows:

6.2.2.7 For all provider types, not described in Section 6.2.2.6, in developing the provider network during the first six (6) months of the Contract, the Contractor shall extend contract offers, at minimum, at the current Agency defined Iowa Medicaid floor.

During and after this six month time period, for in-network providers the Contractor shall reimburse these provider types at a rate that is equal to or exceeds the current Agency defined lowa Medicaid floor, or as otherwise mutually agreed upon by the Contractor and the provider. The Contractor may use national or multi-state contracts for Durable Medical Equipment or Medical Supplies. Pharmacy providers shall be reimbursed in accordance with Section 3.2.6.9.1.1;

#### Revision 14. Section 14.3.5 of the Contract's Scope of Work is amended to read as follows;

#### 14.3.5 Member Enrollment

The Contractor shall report total member enrollment count for the reporting period.

# Revision 15. The definition of Adverse Benefit Determination in Exhibit A to the Contract is amended to read as follows:

Adverse Benefit Determination.<sup>2</sup> In the case of Contractor any of the following:

- (1) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.
- (2) The reduction, suspension, or termination of a previously authorized service.
- (3) The denial, in whole or in part, of payment for a service.
- (4) The failure to provide services in a timely manner, as defined by the Agency.
- (5) The failure of Contractor to act within the timeframes provided in 42 C.F.R. § 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals.
- (6) Reserved.
- (7) The denial of a member's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other member financial liabilities.

#### Revision 16. The definition of Appeal in Exhibit A to the Contract is amended to read as follows:

**Appeal.** Review by Contractor of an adverse benefit determination. No appeal is granted when a request for an exception to policy (such as requests that exceed service or reimbursement limits) has been denied by the Contractor.

# Revision 17. The following definition of "Director Decision" is hereby added to the Contract's Exhibit A:

**Director Decision.** The Agency Director's Final Decision is the final agency action on any Member appeal. The Agency will defend final Agency action on petition for judicial review filed by the member. The Contractor does not have the right of judicial review.

<sup>&</sup>lt;sup>2</sup> Amend, 4, Rev. 109.

Revision 18. Table D1 of Exhibit D to the Contract is amended by removing every reference to the phrase "and approved by the Agency."

Revision 19. The row of Table E1 of Exhibit E to the Contract entitled "Timely Claims Processing" is amended to read as follows:

Timely Claims Processing	The Contractor fails to pay or deny ninety percent (90%) of clean claims within thirty (30) calendar days of receipt, ninety- five percent (95%) of clean claims within forty-five (45) calendar days of the date of receipt or ninety-nine percent (99%) of all claims within ninety (90) calendar days of receipt.	\$5,474 per reporting period	
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Revision 20. The row of Table E1 of Exhibit E to the Contract entitled "Provider Credentialing" is amended to read as follows:

Provider Credentialing	The Contractor fails to credential eighty-five percent (85%) of providers within thirty (30) days and ninety-eight percent (98%) of providers within forty-five (45) days as outlined in Section 6.1.3.	\$3,069 per month
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Revision 21. Section 1.3.3.1 of the Contract is amended to read as follows:

1.3.3.1. Pricing In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Agency will make capitation payments to the Contractor on a monthly basis or upon occurrence of a qualifying maternity delivery. The capitation payments include both per member per month capitation rates and maternity case rate payments. The capitation payments and any Case rate shall be payment in full for goods and services provided pursuant to this Contract. Retroactive adjustments to reflect the actual cost of goods and services provided pursuant to the Contract are prohibited. The parties anticipate Contractor to begin providing managed care services to its assigned Medicaid population on March 1, 2016. However, if the implementation date is delayed for any reason, Contractor shall not be entitled to payments pursuant to this Contract until Contractor begins providing managed care services for its patient population consistent with the Scope of Work as set forth in this Contract. The Agency has sole discretion to determine the implementation date.

For each capitated rate period, the parties will agree on a matrix specifying the payment for each enrollee by the categories determined by the Agency to be appropriate. These categories will be determined by the Agency. Nothing in this Contract shall limit the ability of the Agency to require the determination of a state-wide average even if the Contractor is not providing services for members in all counties in the State. The rate-setting methodology will be in compliance with federal requirements and approved by CMS before the parties may contractually agree to the established rates.

For the initial rate period spanning from April 1, 2016 to June 30, 2017, the parties agree to the rates set forth in Special Contract Attachment 3.2-01. Note, the capitation rates shown in the

Attachment will be subject to risk adjustment as outlined in Appendix 1 Section 2.3.3 Risk Adjustment. In each subsequent rate period, the Agency's actuarial contractor will analyze data to determine actuarially sound rates to be offered to Contractor. The Agency and Contractor may discuss proposed capitation rates, but the Agency's actuarial contractor will ultimately be responsible for establishing the actuarially-sound rates to be offered and attesting to the capitation rates to be presented to CMS. After the first rate period, subsequent capitated rates will be added to the Contract in sequentially numbered Special Contract Attachments (i.e., Attachment 3.2-02, Attachment 3.2-03, etc.). Contractor and the Agency must mutually agree to the capitation rates and signify this agreement by executing the Contract amendment. Capitation rates within any rate period are subject to amendment, which shall only occur through formal Contract amendment and only after the proposed rate changes have been approved by CMS.

The parties agree to work diligently and in good faith to establish and agree to capitation rates before the expiration of any rate period. If the parties are unable to establish new capitation rates for a subsequent rate period due to delays or disagreements, the Agency will either terminate the Contract or continue paying Contractor based on the last rates from the then expired rate period until such time as the newly established capitation rates are incorporated into the Contract. Upon agreement to the capitation rates, the Agency will perform a reconciliation between the capitation rates paid and the newly agreed upon rates for the rate period. Any discrepancy will be reconciled through the capitation rate payment process.

By agreeing to the rates offered to Contractor through the Contract amendment process, Contractor irrevocably and unconditionally releases, acquits, and forever discharges the State of Iowa, the Agency, and all of the Agency's officers, directors, employees, agents, and attorneys, from any and all liability whatsoever from any and all claims, demands and causes of action of every nature whatsoever that Contractor may have or may ever claim to have now existing or hereafter arising that relate to or arise out of any assertion regarding the actuarial soundness of the agreed rates.

The Agency will make capitation payments to the Contractor based on the Contractor's Medicaid-member enrollment as reflected on the monthly HIPAA 834 file (full positive file). Contractor shall reconcile Contractor's HIPAA 820 capitation file with the monthly HIPAA 834 file (full positive file) on a monthly basis. Any discrepancies found between these two files shall be reported to the Agency within ninety (90) Days from the date the Contractor receives the HIPAA 820 capitation file. No adjustments to the capitation payment may be claimed by Contractor for any discrepancies reported after the ninety (90) Day period. The capitation payments will be subject to retroactive changes to the Medicaid-member eligibility criteria. This may include, but is not limited to, Medicaid-members moving from Medicaid-only eligibility to Medicare and Medicaid eligibility. The Agency will adjust payments to Contractor to reflect the Member enrollment changes.

In addition to the monthly capitation payment made to Contractor, the Agency will also make a payment to Contractor when a Medicaid member assigned to the Contractor gives birth and the member is in the population designated in the Contract's then current rate sheet as subject to a payment for giving birth. The amount of this payment, commonly referred to as a "maternity case rate payment," shall be in an amount established as part of the capitation rate-setting process and included in the rate matrix applicable to the given Contract period. The Contractor shall supply documentation of the birth in a form and format determined by the Agency. Upon verification by the Agency of the birth, the Agency shall cause the maternity case rate payment to be made separately and apart from the usual capitation payment for contracted services. Contractor shall diligently monitor births in its assigned Medicaid population and claim a

maternity case rate payment for each birth in the assigned Medicaid population for which a maternity case rate payment is available no later than 60 Days following the date on which the Contractor was made aware of the birth. The Agency shall have no obligation to pay a maternity case rate payment for a birth that occurred more than 210 Days prior to Contractor's claim for a maternity case rate payment.

The capitation rates will be subject to a withhold amount as shown in the capitation rate matrix. The withhold will be retained by the Agency until the period for determination of return of the withhold to the Contractor. The determination of the return of the withhold is outlined in Appendix 1 Exhibit F, Pay-for-Performance requirements.

The actuarially sound capitation rates will include an amount for payment of the health insurer fee, as outlined in Section 9010 of the Affordable Care Act. The health insurer fee will be paid on a retrospective basis upon receipt of information regarding the amount of the fee due by the Contractor for the premium earned under the terms of this contract. The retrospective payment will include an adjustment for related income taxes and other adjustments, including tax credits. The Contractor will be responsible for submitting any requested documentation to the Agency regarding the amount of the fee. A corporate officer for the Contractor will also need to attest to the accuracy of the documentation.

For the rating period July 1, 2017 through June 30, 2018, the Agency will implement a risk pool for the Home Based Habilitation services (H2016 U4-U9) for the Habilitation program members that are not otherwise enrolled in an LTSS program. The Contractor will continue to manage the Habilitation program and authorize services as appropriate using practice guidelines. The Contractor will submit claims paid to providers for H2016 U4-U9 (non-LTSS members) on a quarterly basis to the Agency for reimbursement. The agency will reimburse the health plans at a rate of 75% of the Iowa Medicaid fee-for-service fee schedule amount for the submitted claims. The Agency will not reimburse the Contractor for claims submitted that are duplicate submissions, for members not eligible for the Habilitation program, or for other reasons that are consistent with correct coding standards.

A reconciliation process will occur upon completion of SFY 2018 to maintain budget neutrality of the habilitation services risk pool to the state. The final risk pool amount will be determined using SFY 2018 enrollment and the habilitation risk pool PMPMs specified in the contract. The habilitation risk pool PMPMs applied will be gross of the withhold; no withhold reduction will be applied. The final risk pool amount will be allocated to the MCOs proportionally based on the aggregated Iowa Medicaid fee-for-service fee schedule amount for the submitted and accepted habilitation claims. The reconciliation payment amount will calculated as the MCO-specific habilitation services risk pool amount minus the interim amounts paid to the MCO.

All habilitation services claims must be submitted to the state by January 1, 2019. The reconciliation amounts for each amount MCO will be calculated by February 1, 2019 and paid or recouped from the MCOs by March 1, 2019.

Beginning in SFY2018, the Agency will exclude from the capitation rates the select prescriptions drugs as set forth in Exhibit G from the pharmacy and/or the medical benefits included in the capitation rates. Contractor shall continue to provide coverage for these Exhibit G pharmaceuticals, and the Agency will reimburse the Contractor based on Contractor's invoice to the Agency for Exhibit G pharmaceuticals paid for. Contractor may only invoice for the actual pharmaceutical cost incurred by Contractor. All such invoices must be submitted by Contractor within 12 months of the date of service, with the exception of coordination of benefits situations,

in which Contractor shall invoice for Exhibit G pharmaceuticals within six (6) months from the Contractor's receipt date of the claim and explanation of benefits from a primary carrier. The Agency will pay Contractor the lesser of the amount that would be paid under the fee-for-service system for the pharmaceutical or the amount the Contractor actually paid for the pharmaceutical. Contractor must include with the invoice detailed as required by the Agency to document that the claim was appropriately paid, as well as verification regarding oversight to ensure appropriate utilization of these drugs. At minimum, Contractor's invoice must include claim level detail sufficient to support the invoices

#### 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: CMS Contingency.

Amerigroup Iowa, Inc.

This Amendment is contingent on the approval of CMS.

#### 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.

	of Authorized Representative:
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Iowa Dep	artment of Human Services
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Printed Name: Kathy Stone
Title: Director, Division of Behavioral Services

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Welness Plan 19-24 F (Medically Exempt)	\$ 595.78	\$ (41,41)		\$ 555,04 494,12	(8.17)	9 0,00	19	490.62	6.17	498.79	25.05 25.05	
Welhess Plan 14-24 M (Medically Exempt) Welhess Plan 25-34 F (Medically Exempt)	776.18			764,75	(18.89)		8.75 8.75	688.37	\$ \$4 \$8	707.78	28.53	
Weiness Plan 25:34 M (Medically Exempt) Weiness Plan 35:49 F (Medically Exempt)	1,085,85		1,073.87	1,075,16	(23.94)		18,62	1,034,63	23.94 25.84	1,050,4	74.76 24.31	
Wellness Plan 35-49 M (Medically Exempt) Washness Plan 50+ M &F (Medically Exempt)	1,329.04	(22.20)	1,050.04	1,308,41	(2.68)		7.55	1,333.27	266	1,335,93	22.23	
Wedness Plan 19-24 F (Non-Redically Exempt)	\$ 204.86	\$ 0.00	\$ 204.98	\$ 205.21	\$ 0.00	20.03	53.83	\$ 208.10	\$ 0.00	\$ 209.10	\$ 0.00	
Weiners Han 19-24 Million-Medically Evental	28.52 28.92	. ,	265.04	268,36			88.4	272,35	, ,	22.23	, ,	
Walless Plan 25-54 ft (Non-Hedical) Walless Plan 25-54 ft (Non-Hedical) Walless Plan 55-54 ft (Non-Hed	232.34	1 1	232.34	232.62			88	68.89	, ,	463.85 456.35		
STATES PAIN 22-95 (INDIVIDUALIZATION) Wellings Plan 35-98 M (Nor-Medically Exempt) Wellings Plan 36-M&F (Nor-Medically Exempt)	20:30\$ 25:338		476.02	406.51		1 1	26.73 27.28	682.78		682.78		
ABO Nan-Dust <21 M&F	\$ 774.81	\$ (46.31)		-,.	S (3.08)	\$ 5.28	\$ 22.40 26.11	5.755.73 1,247.52	\$ 3.08 10.81	\$ 758.81 1,258.33	5.48.31	
ABD North-Drad 21+ 848.F Brezet and Convical Cancer	1,827,28	•	1,595.74	1,853.59	(1.86)	5.28	34.08 5.08	1,288,79	48.86 48.86	1,245.61	1,430.05	
Kesterna Lare Faciny Ouel Espike 0-64 M&F	\$ 475.59	.,	\$ 298.57	\$ 300,02	\$ (15,71)	\$ 0.00	\$ 0.00	\$ 284.31	\$ 15.71	\$ 300.02	s 176.02 46.79	
Out Elighte 65+ M&F	70.017		Side and the side of the side		\$ 10 13	8.0.0	\$ 0.00	\$ 125.43	50,13	\$ 125.56	\$ 0.00	
Custodal Care Nursing Facility 65+ Hospics 654	\$ 127,56	9005 *	127.56	125.56	(0.13)	, ,		125.43	0.13	725.98 235.98		
Eldeny hicks Warrer LTSS with MCD-Specific Rebalanding and Risk Adjustment							- 1	1	5	9 964 11	9	
Custodial Care Nursing Facility 455	\$ 803.78	\$ 0.00	\$ 502.78	5.843,41	8 8 8 8 8	5.28 5,28	5 14.62 14.62	850.58	2.53	863.11		
Hospical 400 Non-Doal Skilled Nursing Pacifity	2,288,14	•	2,288.14		(5,39)	5.28	0.00	24.85 24.97	5,39	337.38		
Dual HOSS Waivers: PO; H&D Nos-Dual HOSS Waivers: PO; H&D AIDS	1,356.83		1,356.83		(1.43)	8 8	37.61	769.35	6.04	1,468,01	' '	
Brain Injury HCBS Waiver LTSS With MCD-Specific Rebalencing and Pilsk Advantment	719.88	-	80'8)							* E02 76	9 0 0	
ICFMR	\$ 473.04	\$ 0.00	\$ 473.04	\$ 496,69	s 0.00	S 5.28 5.28	53.81	180.73	on'n s	160.33		
State Resource Center Interfectual Resource LTSS with MCC—Specific Repairshing and Flak Adjustment	357.88		357.89		(4.14)	5.28	7.01	22.00		N. Carlo		
Children in a Psychiatric Mental Institute (PMIC)	\$ 814.70	\$ 0.00	\$ 814.70	\$ 854.05	S (31.60)	\$ 6.28 5.28	53.15	\$ 630,68	\$ 31.60	\$ 862.48 779.54	5 000	
Children's Mester Health 1928 Welver LTSS with MCO-Specific Rebalancing and Risk Adjustment	75757											

State of lows - Department of Human Services, Division of Meetical Assistance
(A) Meetic Lank
Joby 4, 2017 to June 30, 2015 Capitation Rate Summary
Health Plant, Ameligioup

Medical Net Capitation

				Net Base Risk				Net Total State			1000	
	Not Base	Habilitation	Not Base Medical	Adjusted		GME	UINC	Plan Rafe,		Total Baid	Services Risk	
	Medical	Services Risk Pool	Capitation Less Habilitation	Medical	19156(3)	Supplements PKPM	Supplemental PMPM	Habifitation	19155(3)	Medical Rafe	Pool	
Capturion Kare Coll Children 0-59 days M&F	\$ 1,792.56	\$ 0.00	\$ 1,792.58	5 1,792.56	00.6 \$	\$528	S 50.24 8.69	5 1,648.08	2 0.00	\$ 1,849.08	\$ 0.00	
Children 50-364 days Mail	124.77		124.77	125.04	•	\$28	358	133.91	. ;	133.91	, 8	
Children 5-14 MaF	138,18	(0.04)	28. 25 24. 25	138.44	(0.42)	E 65.00	377	228.33	2.33	231.26	249	
Children 49:30 F	198.35	6.74	195.61	198.04	(3.98)	5.28	2,84	200.18	3.86	204.16	2.74	
Non-Expansion Adults 21-34 F	328.24	6. 24.	327.80	226.38	(8.54)	8 88 6 50	20°C	221.43	17.	23.52	0.27	
Non-Expansion Adults 21-34 M Non-Expansion Adults 35-49 F	504.50	(0.51)	603,93	504.85	(3,03)	\$2.55 5.55 5.55 5.55 5.55 5.55 5.55 5.55	9.53	514,61	8 7 8 2	519.66	0,55	
Non-Expansion Adults 35-49 M	376.83	(Z 0)	376,56	377.20	( S	82'5 8'58	13.13	628.99	1.88	638.85	0.37	
Nor-Expansion Acuts 50+ MSF. Pregnant Women	342.84	(0.22)	342,62	342,62	(5,49)	5.28	19,42	361,53	5,43	387,02	220	
	e 1 792 58	3,000	\$ 1,792.56	\$ 1,732,56	\$ 0.00	\$ 0,00	\$ 0.00	\$ 1,792.56	\$ 0.00	\$ 1,792.56	\$ 0.00	
Children 60-364 days Mar	204.77		204.77	204.77			•	204.77	• •	125.04		
CHIP. Children 1-4 MSF	128.7	1920	129.77	3 3 3	10,423			138.02	0.42	138,44	0.04	
CHIT COORSE VIA MAT	224.21	4	27.12	2222	(2.93)	•	,	219.28	2.93	2222	249	
CHE CHARLES M	128.35	(2.74)	195.61 128.69	196.04 128.97	(98°E)			128.97	8.	128.97	į	
TAND Maternity Case Rate	\$ 8,102.35	\$ 0.00	\$ 6,102.35	\$ 6,102.35	\$ 0.00	\$ 0.00	2 0.00	S 6,102.35 5,584.69	\$ 0.00	\$ 6,102.35	\$ 0,00	
Pregnant Women Maternity Case Rate	30'*50'6	1	2000	[				2	6	20 07 2	Ş	
Weitness Plan 1924 F (Medically Exempt) Weitness Plan 1920 M (Medically Exempt) Malmass Plan 25-74 E (Medically Exempt)	\$ 580.69 530.68 750.76	\$(40.38) (49.49) (1203)	\$ 540,51 481.19 744,73	\$ 541,16 481,77 745,62	\$ (23.85) (7.97) (43.18)	\$ 0.00 * + +	\$7.40 11.55	5 524,71 478,47 715,99	82.5 82.5 84.5 84.5 84.5 84.5 84.5 84.5 84.5 84	488.44 757.17	8 8 8 8 8 8 8 8	
Westers Tail 25-24 (Nexten) Downty Westers Flan 25-34 M (Nexten) Evenpt)	707.65	(27.42)	580,23	584.05	(18.42)	, ,	8.75 18,62	571,38 1,043,58	23.34	1,068.90	12.46	
Weiness Plan 35-48 F (Medcolly Evernor) Weiness Plan 35-48 M (Medcolly Exempt) Weiness Plan 35-48 M (Medcolly Exempt)	1,027,99	(23.70)	274.17	1,005.50	(15.44) (2.59)	, ,	19.19	1,009.25	15.44 2.59	1,024.69	23.76	
Weathers right out in our process to the	¥8 900 0		25 950 PA	\$ 230.08	\$ 0.06	\$ 0.00	\$ 3.49	\$ 203,97	\$ 0.00	\$ 203.97	\$ 0.00	
Welfress Plan 19-24 P (Ivor-Medically Exempt) Welfress Plan 19-24 M (Non-Medically Exempt)	(51.83		151.63	151,61			3.84	155,65		755,65	, .	
Weliness Plan 25-34 F (Non-Medically Exempt) Wellness Plan 25-34 M (Non-Medically Exempt)	226.53	. ,	226.53	226.80	1		6.02	232.82		232.82		
Welness Plan 35-48 F (Nan-Medically Exempt) Welness Plan 35-49 M (Nan-Restoally Exempt)	385.87		395.87	336.35		, ,	9.85	465.20		406.20		
Weiners Man 554 Mas- (New-Meacony Exempt)	PA 231. 2		2,012,3	C 205 C	\$ (3,00)	\$ 5.26	\$ 27.40	\$ 735.71	5 3.00	\$ 738,71	\$ 45.15	
ABD Non-Dual <21 M&F ABD Non-Dual 21+ M&F	1,288.7	(119,43)	1,73.28	1,156.26	(10,54)	\$2.5	26.22	1,217.11	10.54	1,241,55	119.43	
Breast and Corvice Cancer Residental Care Facility	2,648.87	(1,394.30)	15.552	1,272,64	(45.09)	5.26	5.06	1,237.29	45,69	1,782.98	1,384.93	
Dura Bigibia 0-64 MAF	\$ 469.70	\$ (171.62)	\$ 292.08	\$ 292.52	\$ (15.32)	\$ 0.00	\$ 0.00	\$ 277.20	\$ 15.32 1.65	\$ 292.52	5 171.62 45.62	
100 July 100	42.424.3		\$ 124.37	\$ 122.42	5 (0, 13)	\$ 0.00	\$ 0.00	\$ 122.29	\$ 0.13	\$ 122.42	\$ 0.00	
Custodial Care Mursing Hankly 05+ Hospice 65+	124.37		72,427	12,42	(0.13)			1223	0.13 13.86	122.42		
Social HOSS Waive: LTSS with MCO-Specific Retalanding and Posk Adjustment	78.827	•	10.00	00000								
Custodal Care Musing Facility 455	\$ 783.69	\$ 0.00	\$ 783.68	\$ 622,33	\$ (2.47)	\$ 5.28	\$ 14.42	\$ 639.56	5.247	5 842 63	\$ 0.00	
Mospice 485	783.69	٠,	2,220.94	2,340,63	(4.4)	5.28	36,71	2,376.92		2,376.92	•	
Net-Duz Skied Musik Petaty Duzi HOBS Waiven: PD; H&D	313,46		313,46	328.91	(5.28)	22	9,0	1,429.02	S. 25.	1,430.42		
Non-Dust HXBS Wavers, PD, HAD, AIDS Bein inker HXBS Wavers Bein inker HXBS Waver	701.98		701.89	738 80	(5.90)	5.28	14.62	755.60	290	758.50	***************************************	
			4	4	800	9655	5.3.83	\$ 493.35	\$ 0.00	\$ 493,36	\$ 0.00	
ICFARR State Resource Center	143.86	e uran	143.86	151,05	, (	5.28	2,0,1	156.45	, w	156.45		
intellectual Ossability HCBS Waited LTSS with MCO-Specific Rebolanding and Risk Aribistment	348.84	100	388	366.39	(4.03)	376		CD 17/0		Name of the last o	***************************************	
Chikiten in a Psychiatric Mental Institute (PMC)	\$ 794,33	\$ 0.00	\$ 794,33	\$ 832.70	\$ (30.81)	\$ 5.28	53.15	\$ 840.32	S 30.81	\$ 841,13	\$0.00	
Children's Menda Hosith HCBS Waive; LTSS with MCO-Specific Retvalancing and Risk Adjustment	218.54	1	714.54	748.05	13.(4	2.48	810	Second )	277			

Page 2 of 3

Millionan, Inc.

Page 3 of 3

Amerigaup Eff Jul 2017 Fourth Amendment, Exhibit A Special Connact Amendment 3,2-04

LTSS Net Capitation

LTSS Gross Capitation

Czeitatkon Rate Celi	LTSS Capitation	LTSS Capita	- 1	Refe
Children 9-59 days M&F	MA	N/A	ď.	¥.
Chirdren 60-384 days M&F	Ž	¥ \$	¥ 8	<b>S</b> 3
Chadren 1-4 M&F	a ii	100	N. P.	2 3
Chidaen 5-14 Mar	A	You You	X 85 12	5 5
Chaden 25.77	AW.	NW.	N/N	N.
Chicken (2-20 B)	N/A	MA	N.	N.
Non-Commercial Acade 21-24 P	W.W	Ž	NIA	S.
Non-Pyrension Ackdrs 25-49 F	WA	NA	ď	42
Non-Emersion Again 35-49 M	N/N	N/A	Ą	W.
Non-Expansion Adults 50+ Mas-	NA	N/S	A.A.	NA NA
Pregnant Women	4N	MA	NA	2
Children G. Ed Arms 388 C	WA	KW.	N.A.	2
Contract Contract of the Contr	×	2	W.	AN.
Child Charles 14 Mar	W.	WA	A.M	W.
Child Chaldran 5:44 MRF	NA	NA	A.N	¥.
CHP - Children 19:20 F	₩.	N/A	NA AM	S.
CHIP - Children 15:20 M	ΝΑ	N/A	X/N	1 × ×
CHIP - Hank-i	¥.	NV.	NA	¥.
TANE Materoity Case Safe	₩.	NA	AW	NA
Pregnant Women Materity Cese Rate	ΑM	N.	N/A	2
	G)T	AVA	W.	N/A
Weithers far 19-66 T (Wederlay Weith)	42	NIA	K/N	<b>₹</b>
Wedness Han 25.34 ff (Medically Exerted)	WA	¥.	WA	MA
Medican Plan 25-24 Milkefersty French	NA	A.V	NA	W
Welness Plan 35.49 F (Medicaly Exempt)	WA	NA	NA	ž
Melinesa Plan 35-49 M (Machago Exempt)	WA	AUA.	ž	AW.
Wellness Pran 50+ M &F (Medically Evenipt)	NA	WA	AN AN	2
	•	61	415	400
Weltress Ran 19-24 F (Non-Medically Exempt)	ASM ASM	NA	427	4/2/
Wellpers Man 19-24 in (Robertsonelly exempt)	Alla Alla	( #N	€ X	W.
Westness from Joy & T (Non-montepsity frames)  Westness from Joy & M. Mon-Mostless Prompt)	4N	NSA	NA	2
Wellness Plan 25-49 F (Non-Medically Exempt)	MA	NA	NA	NA
Wellness Plan 35-49 M (Non-Modestly Exempt)	W/hz	NA NA	N/A	¥.
Wellness Plan SO+ M&F (Non-Medicully Exonpt)	<b>₩</b>	WA	Z.	AN AN
1000	27/0	AN	AVA	NVA.
620 (KKK) 02 (4 MSF	N/N	2	WA	Ž
Stand on Carina Care	W.	N.	AN.	AN.
Rezidential Care Facility	AM	4n	MA	Nich
	4714	****	700	MILL
Dust Engra 0-04 Mar Dust Sigible 65+ MAF	NA NA	ž.	( ¥	8
Costodal Care Nursico Facility 55+	WA	AW	MA	AN
Hospice 65+	A	¥	WA	AN.
Ededy HCBS Weiver	WAY.	¥N.	AND THE	× ×
LTSS with MCO-Specific Rebalancing and Risk Adjustment	53,138.74	\$ 3,122,52	\$ 3,670,93	\$ 5,003.60
Custodal Care Norsing Facility 465	NA	A.N	N/A	AWA.
Haspice -65	2	ž	W.	ž
Non-Dust Skilled Nursing Fedity	AN AN	<b>§</b> §	A S	42
Out HOBS Weiger; PD, Had	AWA WANA	N/A	AN AN	Y X
Region from HCBS Waiver	MM	A.V	WA	MA
LTSS with NCXO-Specific Rebelancing and Risk Adjustment	\$ 2,947.92	\$ 2,894.27	\$ 2,888.95	\$ 2,638,38
ICFMR	AW	SA .	WA	W.
State Recourse Center	AN W	A SIN	AW AW	424
INFORMAL LEGISLAY THES WAVE LTSS with MCO-Specific Rebearing and Risk Adjustment	\$ 6,950,42	\$ 5,682.83	\$ 6,811.41	\$ 6,549.17
Children in a Psychiatric Memal Institute (PNKC)	AW.	N.A	NA	WA
Children's Mental Realth HOBS Waive: 1 Tes with MCO. Stanfile Rebalancing and Risk Adjustment	\$ 2,300.02	\$ 2,300.02	\$ 2,254.02	\$ 2,254.02
Commence of the Principle of the Commence of t				