

Second Amendment to the MED-20-001 Contract

This Second Amendment to Contract Number MED-20-001 is effective as of March 30, 2020, between the Iowa Department of Human Services (Agency) and Iowa Total Care, Inc. (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Section Exhibit H is added as follows:

Exhibit H: Pandemic-Related Contract Provisions

The following clauses have been added to the Contract to address the public health emergency caused by COVID-19. To the extent possible, the following clauses are to be interpreted consistent with the underlying contractual obligations. However, where the following clauses directly contradict language in the main body of the Contract, the following clauses prevail to the extent of the conflict.

A. Provider Directed Payments for 1915(c) HCBS Waiver and 1915(i) State Plan HCBS habilitation services

H.1 Directed Retainer Payments. Notwithstanding anything to the contrary in this Contract or in provider agreements Contractor may have entered into with providers, Contractor shall make retainer payment to providers in the following provider groups as directed below for claims dated April 1, 2020 through April 30, 2020, or through such later date as expressly conveyed in writing by the Agency:

H.1.01 AIDS Waiver, Elderly Waiver, Health and Disability Waiver: Contractor shall make retainer payments to providers for Adult Day Care and Consumer Directed Attendant Care.

H.1.02 Physical Disabilities Waiver: Contractor shall make retainer payments to providers for Consumer Directed Attendant Care.

H.1.03 Intellectual Disabilities Waiver: Contractor shall make retainer payments to providers for all Adult Day Care, Consumer Directed Attendant Care, Day Habilitation, Prevocational Services, and Supported Employment.

H.1.04 Brain Injury Waiver: Contractor shall make retainer payments to providers for Adult Day Care, Consumer Directed Attendant Care, Prevocational Services, and Supported Employment.

H.1.05 State Plan HCBS Habilitation: Contractor shall make retainer payments to providers for Day Habilitation, Prevocational Services, and Supported Employment.

H.2 Contractor shall pay providers pursuant to subsection H.1 the amount Contractor would have paid the provider had the provider actually performed the service.

H.3 *Restrictions.* The following restrictions apply to directed retainer payments as mandated in subsection H.1 above.

H.3.01 Retainer payments are only permissible when an enrolled Member customarily receives such services that include personal care.

H.3.02 Retainer payments may only be made when the enrolled Member is unable to receive normally authorized and scheduled services due to hospitalization, short term facility stay, isolation, or a provider's closure of a service line related to the COVID-19 emergency.

H.3.03 All retainer payments shall be made consistent all state and federal directives and approvals during the COVID-19 outbreak and national emergency declared by the President of the United States on March 13, 2020, and in accordance with the Agency's Informational Letter No. 2136-MC-CVD, issued on May 15, 2020.

H.3.04 Total payments to particular providers must be reasonable and appropriate as compared to the total payments the provider would have received absent the public health emergency. Payments to any particular provider should not exceed what the provider would have received absent the emergency.

H.3.05 Retainer payments shall not be paid solely to providers for not providing services to beneficiaries. Rather, retainer payments are made only when providers have been prohibited from providing services due to the emergency circumstances.

H.4 *CMS Assurances.* The directed payment arrangements as mandated in H.1 above:

- a) Link to utilization and delivery of services under the current contract rating period;
- b) Direct expenditures equally, and using the same terms of performance, for a class of providers providing the service under the Contract;
- c) Advance at least one of the goals and objectives in the state's managed care quality strategy (42 C.F.R. § 438.340);
- d) Have an evaluation plan that measures the degree to which the arrangements advance at least one of the goals and objectives in the quality strategy;
- e) Do not require or condition provider participation on entering into or adhering to intergovernmental transfer agreements; and
- f) Do not renew automatically.



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, Iowa Total Care, Inc.		Agency, Iowa Department of Human Services	
Signature of Authorized Representative: 	Date: 6.12.2020	Signature of Authorized Representative: 	Date: 6.30.20
Printed Name: Mitch Wasden		Printed Name: Kelly Garcia	
Title: Plan President and CEO		Title: Director	