Department of Health Care Policy and Financing
Contract Routing Number 13-44739

CONTRACT AMENDMENT NO. 2

Original Contract Routing Number 3211-0174, CMS 31856
Amendment No. 1, Routing Number 12-42109, CMS 42109

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Community Health Partnership, 722 S. Wahsatch, Colorado Springs, Colorado, 80903, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State").

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract to act as a Regional Collaborative Care Organization for the Department in Region #7, as that region is defined in Exhibit A, Statement of Work.. The purpose of this Amendment is to extend the term of the Contract, update the Statement of Work to adjust the Contractor's duties, and amend the HIPAA Business Associate Addendum to update the Additional Terms section.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. **Section 5, Term and Early Termination, Subsection A, Initial Term-Work Commencement, is hereby deleted in its entirety and replaced with the following:**

A. The Parties' respective performances under this Contract shall commence on the the Effective Date. This Contract shall expire on June 30, 2013, unless sooner terminated or further extended as specified elsewhere herein.

B. HIPAA Business Associate Addendum, Attachment A, Section 6, Additional Terms, is hereby deleted in its entirety and replaced with the following:

The Contractor shall notify the Department, in writing, thirty (30) days prior to executing a contract with a subcontractor which meets the definition of business associate under HIPAA. The contract with the subcontractor shall include the provision of a business associate agreement (BAA) which outlines the necessary safeguards that the subcontractor must have in place to protect confidentiality, integrity and availability of Department PHI. The Department retains the right to request a copy of the subcontractor's information security plan at any time.

The Contractor is expected to coordinate care and services with BHOs, SEPs, and any other business associate of the Department that is contracted with the State to provide health care services, support services, case management, and/or care coordination to Medicaid recipients as part of the ACC. The Contractor is expected to share data with these entities necessary to perform comprehensive care coordination as outlined in the Contract. Only the minimum dataset necessary to effectuate the task or goals may be shared with these entities.

C. Exhibit A-1, Section 3.2, Client Contact Responsibilities, Subsection 3.2.3, is hereby deleted in its entirety and replaced with the following:

3.2.3 The Contractor shall assist any RCCO member who contacts the Contractor, including RCCO members not in the Contractor's region who need assistance with contacting his/her PCMP and/or RCCO. The Department will provide data to the RCCO on all ACC members for this purpose. If the member does not have a PCMP, the Contractor shall assist the client in identifying a PCMP and making that selection with the enrollment broker.

D. Exhibit A-1, Section 7.4, Feedback and Innovation, Subsection 7.4.1.6.1 and Subsection 7.4.1.6.2. are hereby deleted in their entirety and replaced with the following:

7.4.6.1 DELIVERABLE: Posted meeting minutes, meeting information for upcoming meetings, and the name and direct phone number of a contact person on the Contractor's website.

7.4.6.2 DUE: Ten (10) business days from the date of the meeting.

7. START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2012.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this

Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:
Community Health Partnership

By: _____
Signature of Authorized Officer

Date: 6/11/12

Carol Bruce-Fritz
Printed Name of Authorized Officer

Executive Director
Printed Title of Authorized Officer

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: _____
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and Financing

Date: 6/14/12

LEGAL REVIEW:
John W. Suthers, Attorney General

By: N/A

Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:
David J. McDermott, CPA

By: _____
Department of Health Care Policy and Financing

Date: 6/18/12