

CONTRACT AMENDMENT NO. 2

Original Contract Number 15-73909

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Morning Star Financial Services Holding Co., dba Morning Star Financial Services, 9400 Golden Valley Rd, Golden Valley, MN 55427, (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 provide Consumer Directed Attendant Support Services (CDASS) Financial Management Services (FMS) for the Department. The purpose of this Amendment is to remove the Professional Employer Organization requirement, adjust the client enrollment, and modify due dates for reports.

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, Subsection A., Initial Term, is hereby deleted in its entirety and replaced with the following:

- A. Initial Term

- The Parties' respective performances under this Contract shall commence on the Effective Date. This Contract shall expire on June 30, 2016, unless sooner terminated or further extended as specified elsewhere herein.

- B. Section 2, Statement of Work, Subsection 1, Contractor's General Requirements, Paragraph 1, is hereby deleted in its entirety.
- C. Section 2, Statement of Work, Subsection 3, Client, authorized representative, attendant and case manager support, Paragraph 8, Subparagraph 3, is hereby deleted in its entirety and replaced with the following:
 - 2.3.8.3. Beginning July 1st 2015, the contractor shall enroll clients in its program from other CDASS FMS contractors on a quarterly basis. The dates that quarterly enrollment will be affective are July 1st, October 1st, January 1st, and April 1st.
- D. Section 2, Statement of Work, Subsection 13, Reporting Requirements, Paragraph 2, Subparagraph 2.2, is hereby deleted in its entirety and replaced with the following:
 - 2.13.2.2.2. DUE: Quarterly, within forty five (45) days of the end of the calendar quarter for which the report covers.
- E. Section 2, Statement of Work, Subsection 13, Reporting Requirements, Paragraph 3, Subparagraph 3, is hereby deleted in its entirety and replaced with the following:
 - 2.13.3.3. DUE: Quarterly, within forty five (45) days of the end of the calendar quarter for which the report covers.
- F. Section 2, Statement of Work, Subsection 13, Reporting Requirements, Paragraph 4, Subparagraph 2.2, is hereby deleted in its entirety and replaced with the following:
 - 2.13.4.2.2. DUE: Quarterly, within forty five (45) days of the end of the calendar quarter for which the report covers.
- G. Section 2, Statement of Work, Subsection 13, Reporting Requirements, Paragraph 5, Subparagraph 2.2, is hereby deleted in its entirety and replaced with the following:
 - 2.13.5.2.2. DUE: Quarterly, within forty five (45) days of the end of the calendar quarter for which the report covers.

7. START DATE

This Amendment shall take effect on its Effective Date.

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten signature]

[Handwritten initials]

[Handwritten signature]

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:

Morning Star Financial Services Holding Co.

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: 
Signature of Authorized Officer

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

Date: 6/24/2015

Date: 6/30/15

Toni M. Thullen
Printed Name of Authorized Officer

LEGAL REVIEW:
John W. Suthers, Attorney General

CFO
Printed Title of Authorized Officer

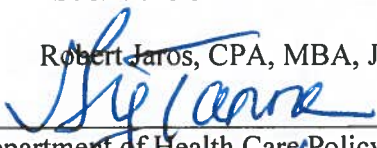
By: N/A
Date: _____

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:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 6/30/15