

CONTRACT AMENDMENT NO. 05

Original Contract Number 15-73908
Amendment No. 05 CMS 103789

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Northeast Pennsylvania Center for Independent Living, d/b/a ACCESS, 1142 Sanderson Ave, Scranton, PA 18509 (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 modify and update the Statement of Work.

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 16., NOTICES AND REPRESENTATIVES, is hereby deleted in its entirety and replaced with the following:

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. All notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate

by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State: Mallory Cyr
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Mallory.Cyr@hcpf.state.co.us

For the Contractor: Timothy Moran, Executive Director
Northeast Pennsylvania Center for Independent Living
1142 Sanderson Ave.
Scranton, PA 18509
tmoran@mycil.org

B. Exhibit A., STATEMENT OF WORK, Section 2., STATEMENT OF WORK, Subsection 2.13.6., Monthly Case Manager Financial Report, is hereby deleted and replaced with the following:

2.13.6. Monthly Case Manager Financial Report

2.13.6.1. The Contractor shall create a Monthly Case Manager Financial Report. The Contractor shall ensure that the Financial Report contains, at a minimum, all of the following for each Client for the month that the report covers:

2.13.6.1.1. Expenditure for Health Maintenance service category, for Home and Community Based Services for the Supported Living Services Waiver (HCBS- SLS) Clients.

2.13.6.1.2. Expenditure for all other service categories.

2.13.6.1.3. The Client's total expenditure.

2.13.6.1.4. The amount spent in excess of that Client's Individual Allocation.

2.13.6.2. The Contractor shall deliver to the Department a copy of the Monthly Case Manager Financial Report.

2.13.6.2.1. DELIVERABLE: Monthly Case Manager Financial Report

2.13.6.2.2. DUE: Monthly, within fifteen (15) days of the end of the month for which the report covers

2.13.6.3. The Contractor shall provide case managers and the Client or Authorized Representative with monthly client expenditures. Monthly client expenditures for HCBS-SLS must have two expenditure lines: (1) the combined monthly account authorization and utilization for homemaker, enhanced homemaker and personal care services; and (2) the monthly account authorization and utilization for Health Maintenance services.

C. Exhibit A., STATEMENT OF WORK, Section 2., STATEMENT OF WORK, Subsection 2.15., Service Delivery Model, is hereby added as follows:

2.15.2. The Contractor shall make the following system changes to support differences in waiver requirements to include, but not limited to, the following:

- 2.15.2.1. Add a column on timesheet, and Contractor's online PAR portal for Homemaker Enhanced support to be billed on.
- 2.15.2.1.1. This column shall only be used for billing of Clients on HCBS-SLS.
- 2.15.2.2. Ability to generate reports for the Department that separates billed utilization by each of the following four (4) services:
 - 2.15.2.2.1. Health Maintenance.
 - 2.15.2.2.2. Personal Care.
 - 2.15.2.2.3. Homemaker.
 - 2.15.2.2.4. Homemaker Enhanced.
- 2.15.3. The Contractor shall ensure that the Health Maintenance is billed separately from Personal Care, Homemaker and Homemaker Enhanced for HCBS-SLS Waiver.
- 2.15.3.1. Health Maintenance will be billed on a separate modifier for HCBS-SLS.
- 2.15.4. Prior to offering CDASS to Clients on HCBS-SLS, the Contractor shall (a) provide an in-person demonstration of system changes at a location determined by the Department and (b) receive written permission from the Department stating that the Contractor may launch their updated system.
- 2.15.5. The Contractor shall have the required system changes made within sixty (60) Calendar Days of receiving written notification from the Department. Deadline may be extended with written permission from the Department.
- 2.15.5.1. If the Contractor is prepared before the deadline in section 2.15.5., the Contractor may begin offering CDASS to Clients on HCBS-SLS, with written permission from the Department.

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.

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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:

Northeast Pennsylvania Center for Independent Living, d/b/a ACES\$

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: Timothy J Moran
Signature of Authorized Officer

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

Date: 7/31/17

Date: 8/14/17

Timothy J. Moran
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

CEO
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: [Signature]
Department of Health Care Policy and Financing

Date: 8/17/17