

CONTRACT AMENDMENT NO. 8

Original Contract Number 15-68383

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Colorado Access, 10065 East Harvard Avenue, Suite 600, Denver, CO 80231, (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 administer the Community Behavioral Health Services Program (the Program) that provides comprehensive mental health and substance use disorder services to Medicaid clients in Colorado. The purpose of this Amendment is to modify Exhibits A-3, Statement of Work, and B-5, Rates.

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 9, Contractor Records, is hereby deleted in its entirety and replaced with the following:

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that

relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) a period of ten (10) years after the date this Contract expires or is terminated, (ii) a period of ten (10) years after final payment under this Contract is made, (iii) a period of ten (10) years after the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, a period of ten (10) years after such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State, CMS, the Office of Inspector General, the Comptroller General or their designees to audit, inspect, examine, excerpt, copy and transcribe Contractor Records at any time during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations. The State, CMS, the Office of Inspector General, the Comptroller General or their designees, in their discretion, may inspect the premises, physical facilities and equipment where Medicaid-related activities or work is conducted at any time.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

- B. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.1.3., is hereby added as follows:**

2.2.1.3. For Enrollees also enrolled in a physical health MCO, the Contractor will provide mental health or substance use disorder benefits in the inpatient, outpatient and emergency care classifications of benefits within the scope of benefits stipulated in the Contract; prescription drugs for mental health or substance use disorders are covered by fee-for-service Medicaid.

- C. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.1.4., is hereby added as follows:**

- 2.2.1.4. The Contractor may cover, in addition to services covered under the State plan, any services necessary for compliance with the requirements for parity in mental health and substance disorder benefits, within the scope of benefits stipulated in the Contract.
- D. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.10.3., is hereby added as follows:
- 2.2.10.3. The Contractor shall not apply any financial requirement or treatment limitation to mental health or substance use disorder benefits in any classification that is more restrictive than the predominant financial requirement or treatment limitation of that type applied to substantially all medical/surgical benefits in the same classification furnished to enrollees, whether or not the benefits are furnished by the same managed care plan (MCP).
- E. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.10.4., is hereby added as follows:
- 2.2.10.4. For enrollees also enrolled in a physical health MCO, the Contractor may only apply a non-quantitative treatment limit (NQTL) for mental health or substance use disorder benefits, in any classification, in a manner comparable to and no more stringently than, the processes, strategies, evidentiary standards, or other factors applied to the same NQTL in the same benefit classification of the enrollees medical/surgical benefits.
- F. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.5, Service Delivery, Paragraph 2.5.9.12., is hereby deleted in its entirety and replaced as follows:
- 2.5.9.12. The Contractor shall ensure all Network Providers are enrolled with the state as Medicaid Providers, consistent with provider disclosure, screening, and enrollment requirements, and no payment is made to a Network Provider pursuant to this contract if a Network Provider is not enrolled with the state as Medicaid Provider. This provision does not require the Network Provider to render services to Fee-for-Service beneficiaries.
- G. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.9, Compliance and Monitoring, Paragraph 2.9.2.1., is hereby deleted in its entirety and replaced as follows:
- 2.9.2.1. The Contractor shall establish and maintain a utilization management program to monitor access to and appropriate utilization of covered services that is compliant with 42 CFR 438.905 and 438.910, *et. seq.* The program shall be under the direction of an appropriately qualified clinician. Utilization determinations shall be based on written criteria and guidelines

developed or adopted with involvement from practicing providers or nationally recognized standards. The utilization management process shall in no way impede timely access to services.

- H. Exhibit B-5, Rates, is hereby deleted in its entirety and replaced with Exhibit B-6, Rates, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B, B-1, B-2, B-3, B-4, or B-5 shall be deemed to reference to Exhibit B-6.

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.

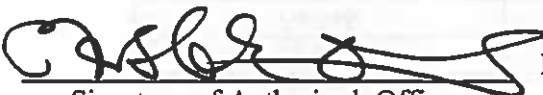
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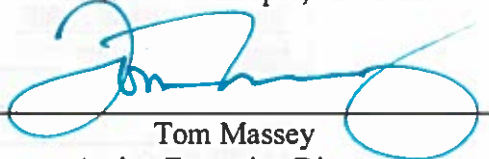
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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:
Colorado Access

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: 
Signature of Authorized Officer

By: 
Tom Massey
Active Executive Director
Department of Health Care Policy and
Financing

Date: 12/8/17

Date: 12/12/17

Marshall Thomas
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

President & CEO
Printed Title of Authorized Officer

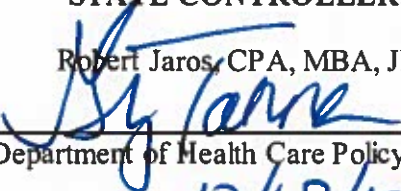
By: _____
Date: _____

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: 12/18/17

EXHIBIT B-6, RATES

Effective January 1, 2018 – June 30, 2018

The Contractor shall earn the following Full Risk Rates shown in the following table:

	Behavioral Health Rate
Elderly	\$27.66
Disabled	\$197.80
Non-Expansion Adult	\$29.00
Expansion Parent	\$12.02
Children	\$17.52
Foster Care	\$122.50
MAGI Adult	\$58.70

The Contractor shall assume risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. The entity must accept as payment in full, the amount paid by the State plus any cost sharing from the members. Payments for carrying out contract provisions, including incentive payments, are medical assistance costs.