

CONTRACT AMENDMENT NO. 9

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. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.1., Enrollment, Paragraph 2.1.1.2.1., is hereby added as follows:

- 2.1.1.2.1. The Contractor shall not retroactively enroll Members if the Member's eligibility determination occurs after June 30, 2018.
- B. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.1., Enrollment, Paragraph 2.1.2.1., is hereby added as follows:
- 2.1.2.1. Retroactive capitations will not be paid when a Member's eligibility determination occurs after June 30, 2018 and is determined to be retroactively eligible.
- C. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.1.3., is hereby deleted in its entirety.
- D. 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 deleted in its entirety.
- E. Exhibit A-3, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2, Covered Services, Paragraph 2.2.10.3., is hereby deleted in its entirety.
- F. 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 deleted in its entirety.
- G. 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, 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.
- H. 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, *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.
- I. Exhibit A-3, Statement of Work, Section 4.0, Start-Up and Closeout Periods, Paragraph 4.1.3.1.2.1., is hereby added as follows:

4.1.3.1.2.1. The Department approved Closeout Plan shall be the exhaustive list of Deliverables that will survive the term of the Contract.

J. Exhibit L, Performance Incentive Program, is hereby deleted in its entirety and replaced by Exhibit L-1, Performance Incentive Program, attached hereto and incorporated by reference into the Contract.

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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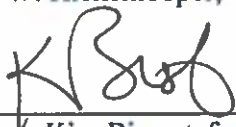
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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: 
Kim Bimestefer
Executive Director
Department of Health Care Policy and
Financing

Date: 3/21/18

Date: 4/5/18

Marshall Thomas
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

President & CEO
Printed Title of Authorized Officer

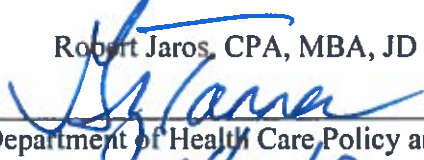
By: NA
Date: _____

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: 4/10/18

EXHIBIT L-1, PERFORMANCE INCENTIVE PROGRAM

The Department may institute a Performance Incentive Program allowing the Contractor to receive incentive payments for the improvement of key performance indicators. The implementation of the Performance Incentive Program is contingent on the availability of funds, as well as state and federal approval.

Under the Performance Incentive Program, the overall incentive funds available to the Contractor are proportionally contingent on the Contractor's performance as it relates to the following three (3) participation measures:

1. All corrective action plan submissions and activities shall be in accordance with the provisions of the Contract, for the duration of the Contract term.
 - 25% of the overall incentive funds are allocated to this participation measure.
 - To qualify for the portion of overall incentive funds allocated for this participation measure, the Contractor shall demonstrate 100% compliance.
2. Encounter data shall be submitted monthly in accordance with the provisions of the Contract, for the duration of the Contract term.
 - 25% of the overall incentive funds are allocated to this participation measure.
 - To qualify for 100% of the portion of overall incentive funds allocated for this participation measure, the Contractor shall submit flat file data that is 100% accurate for a minimum of ten (10) months for the duration of the Contract term.
 - In the event of a submission beyond the due date, up to two (2) months, the Contractor shall remain eligible for participation in the performance incentive program at a 10% reduction for each month beyond the due date. Inaccurate flat file submissions will be rejected by the Department and the Contractor shall continue to resubmit until the data is accurate.
3. The Contractor shall demonstrate documentation accuracy in the 2018 Contractor reported 411 audit.
 - 50% of the overall incentive funds are allocated to this participation measure.
 - The portion of overall incentive funds allocated for this participation measure is adjusted based on the average percentage of compliance achieved by the Contractor for the following six (6) documentation categories:
 - Procedure Code
 - Diagnosis Code
 - Place Service
 - Service Program Category
 - Units
 - Staff Requirements.
 - The percentage of total incentive payments for which the Contractor qualifies is determined by the accuracy of the above six (6) measures as follows:
 - 90% accuracy qualifies the Contractor for 100% of the portion of overall incentive funds allocated for this participation measure;
 - 85% accuracy qualifies the Contractor for 90% of the portion of overall incentive funds allocated for this participation measure;

- 80% accuracy qualifies the Contractor for 80% of the portion of overall incentive funds allocated for this participation measure.

If the Contractor meets the abovementioned minimum requirements, the Contractor can qualify for incentive payments based on minimum improvements in incentive performance measures and by percentage of compliance with incentive process measures.

Minimum improvement for each incentive performance measure is defined as the Contractor “closing their performance gap by 10%” from a respective benchmark (based on FY 2015-16 rates) and FY 2016-17 performance. The table below lists each of the incentive performance measures and the percentage of incentive funding allocated for each measure. The benchmark for each measure is established by adding 10% to the highest validated FY 2015-16 Behavioral Health Organization score for associated measures.

	Incentive Performance Measure	Percentage of Funding Allocated for Measure
Indicator 1	Mental Health Engagement (all members excluding Foster Care)	15%
Indicator 2	Mental Health Engagement (Foster Care)	5%
Indicator 3	Engagement of SUD Treatment	10%
Indicator 4	Follow-up Appointment within 7 days after a hospital discharge for a mental health condition	5%
Indicator 5	Follow-up Appointment within 30 days after a hospital discharge for a mental health condition	5%
Indicator 6	Emergency Department Utilization for mental health condition	7.5%
Indicator 7	Emergency Department Utilization for substance use disorder condition	7.5%

The table below lists each of incentive process measures, the percentage of funding allocated for each measure, and the percentage of compliance that is required to qualify for an incentive payment.

	Incentive Process Measure	Percentage of Compliance	Percentage of Funding Allocated for Measure
Indicator 8	Suicide Risk Assessment	80%	10%
Indicator 9	Documented Care Coordination Agreements	100%	15%
Indicator 10	Denials: Dual Diagnosis	80%	20%

In accordance with 42 CFR 438.6(b)(2) incentive payments may not provide for payment in excess of 105% of the approved capitation payments. Incentive payments must be considered when determining the cost effectiveness of the Community Behavioral Health Services Program.

The incentive arrangements specified in the Performance Incentive Program are necessary to support program initiatives as specified in the state's behavioral health quality strategy, in accordance with 42 CFR 438.6(b)(2)(v).

Incentive payments may only be available for a fixed period of time and incentive performance must be measured during the rating period under the contract in which the performance incentive program is applied, in accordance with 42 CFR 438.6(b)(2)(i). The Department must remit qualifying incentive payments earned during the performance period, July 1, 2017 to June 30, 2018, to the Contractor between July 1, 2018 and March 1, 2019.

In accordance with 42 CFR 438.6(b)(2)(ii) - (iv) Performance Incentive Program arrangements:

- Are not renewed automatically.
- Are made available to both public and private contractors under the same terms of performance.
- Are not conditioned on the Contractor entering into or adhering to intergovernmental transfer agreements.