

**CONTRACT AMENDMENT NO. 4**

Original Contract Routing Number 3211-0173, CMS 30535

Amendment No. 1, 12-42111

Amendment No. 2, 13-44727

Amendment No. 3, 13-49782

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Colorado Access, 10065 E. Harvard Avenue, Suite 600, Denver, Colorado, 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 act as a Regional Care Collaborative Organization for the Department in the Contractor's Region, as that region is defined in Exhibit A-2, Statement of Work. The purpose of this Amendment is to provide for enhanced care coordination for specific Clients who were part of the pilot program described in C.R.S. §25.5-6-111.

**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 7, Payments to Contractor, Subsection A, Payment, is hereby deleted in its entirety and replaced with the following:

A. Payment

In accordance with and subject to Section 9.0 of **Exhibit A**, the State shall pay Contractor for all earned Per Member Per Month payments and incentive payments, as well as any other payments described in that section.

- B. Exhibit A-2, Statement of Work, Section 6.4.15, Enhanced Care Coordination for Pilot Program Members, is hereby added as follows:

6.4.15. Enhanced Care Coordination for Pilot Program Members

6.4.15.1. The Contractor shall provide enhanced care coordination for all Members who were receiving enhanced care management under the pilot program described in C.R.S. §25.5-6-111, as identified by the Department. This enhanced care coordination shall include, at a minimum, all of the following for each identified Member:

6.4.15.1.1. Providing an experienced care manager.

6.4.15.1.2. Taking all reasonable steps to maintain continuity of care from both a care management and clinical care perspective.

6.4.15.1.3. Conducting a full case review based on case information and claim data provided by the Department, or other Department contractors at the department's direction, to the Contractor as part of transition process as well as information provided by the Member and their providers.

6.4.15.1.4. Developing a Transition Care Plan.

6.4.15.1.4.1. The Transition Care Plan shall be reviewed by a multi-disciplinary team that includes, at a minimum, all of the following:

6.4.15.1.4.1.1. A Psychiatrist.

6.4.15.1.4.1.2. An Internist.

6.4.15.1.4.1.3. A Geriatrician.

6.4.15.1.4.1.4. A Clinical Pharmacist.

6.4.15.1.4.1.5. One or more nurses, licensed clinical social workers or behavioral health specialists.

6.4.15.1.4.2. The multi-disciplinary shall review and approve all Transition Care Plans.

6.4.15.1.4.2.1. DELIVERABLE: All Transition Care Plans developed, reviewed and approved

6.4.15.1.4.2.2. DUE: Within sixty (60) days following the Effective Date of Amendment 4 to this Contract

6.4.15.1.4.3. The multi-disciplinary team shall provide regular oversight and direction for the implementation of all Transition Care Plans.

- 6.4.15.1.4.4. The Contractor shall transition all Members into the Contractor's standard ACC model.
  - 6.4.15.1.4.4.1. DELIVERABLE: All Members transitioned into the standard model
  - 6.4.15.1.4.4.2. DUE: No later than June 30, 2012
  - 6.4.15.1.5. The Contractor will make every effort to communicate directly with the Member's primary care provider, on an ongoing basis, to ensure the Member's new care plan is shared and all parties involved with the Member's care are working toward the same goals.
  - 6.4.15.1.5.1. In the event that the Member's primary care provider is not a PCMP in the Contractor's PCMP Network, the Contractor shall either contract with that provider so that they are a PCMP in the Contractor's PCMP Network or assist the Member in selecting another provider who is a PCMP in the Contractor's PCMP Network.
  - 6.4.15.1.6. Outreaching to all Members who were not receiving active care management under the pilot program to educate them about the Contractor and the ACC Program, complete a health risk assessment and ensure the member has selected a PCMP.
  - 6.4.15.1.6.1. The Contractor shall develop individualized care plans for these Members as necessary based on their contact with that Member and that Member's health risk assessment.
  - 6.4.15.2. The Contractor shall allow the Department to review all Member case files for any Members who was part of the pilot program described in C.R.S. §25.5-6-111 at the Contractor's location.
- C.** Exhibit A-2, Statement of Work, Section 7.2.3 is hereby deleted in its entirety and replaced with the following:
- 7.2.3. The Department shall not include the AwDC population in the incentive payment calculations for the first year of their enrollment in the program. The incentive payments for these populations shall be paid out based on the Contractor's performance for all other FTEs.
  - 7.2.3.1. The Contractor shall maintain enrollment files and spans for all Members who were part of the pilot program described in C.R.S. §25.5-6-111 and provide them to the Department upon request to support analysis needed to properly evaluate the incentive calculation.
- D.** Exhibit A-2, Statement of Work, Section 8.1.5, Pilot Program Transition Reporting is hereby added as follows:
- 8.1.5. Pilot Program Transition Reporting
    - 8.1.5.1. The Contractor shall provide a monthly Pilot Program Transition Report describing all of the following for the Members receiving enhanced care coordination services who were part of the pilot program described in C.R.S. §25.5-6-111:
      - 8.1.5.1.1. The number of case reviews completed.
      - 8.1.5.1.2. The number of Transition Care Plans developed.

- 8.1.5.1.3. The number of Transition Care Plans reviewed by the multi-disciplinary team.
  - 8.1.5.1.4. The number of Transition Care Plans approved by the multi-disciplinary team.
  - 8.1.5.1.5. The number of staff providing services for each Member receiving enhanced care coordination services .
  - 8.1.5.1.6. Any significant hurdles faced in the transition or care coordination of a Member.
  - 8.1.5.2. The Contractor shall provide this report each month, with the final report for June 2013 being due in July of 2013.
  - 8.1.5.2.1. DELIVERABLE: Pilot Program Transition Report
  - 8.1.5.2.2. DUE: Monthly, no later than seven (7) days following the end of the month for which the report covers
- E.** Exhibit A-2, Statement of Work, Section 9.4, Enhanced Care Coordination Payments is hereby added as follows:
- 9.4. Enhanced Care Coordination Payments
    - 9.4.1. The Contractor shall receive an Enhanced Care Coordination Payment for providing enhanced care coordination, under section 6.4.15, to Members who were part of the pilot program described in C.R.S. §25.5-6-111.
      - 9.4.1.1. The Enhanced Care Coordination Payment shall be paid as follows:
        - 9.4.1.1.1. \$11,033.00 due upon notification to the Department of completion of the final approval of all Transition Care Plans, described in section 6.4.15.14.
        - 9.4.1.1.2. \$11,033.00 for the completion of transition all Members into the Contractor's standard ACC model, due upon receipt of the final Pilot Program Transition Report.

**7. START DATE**

This Amendment shall take effect 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.


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

Date: 1/11/13  
Marshall Thomas MD  
Printed Name of Authorized Officer

Date: 1/14/13  
**LEGAL REVIEW:**  
John W. Suthers, Attorney General

President & CEO/CMO  
Printed Title of Authorized Officer

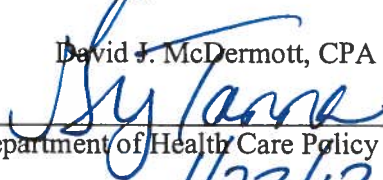
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**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:**

David J. McDermott, CPA

By:   
Department of Health Care Policy and Financing  
Date: 1/22/13