

**CONTRACT AMENDMENT NO. 3**

Original Contract Number 15-68386

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Foothills Behavioral Health Partners, LLC, 9101 Harlan Street #100, Westminster, CO 80031, (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 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. Exhibit A, Statement of Work, Section 2.2, Covered Services is hereby deleted in its entirety and replaced with the following:

**2.2. COVERED SERVICES**

- 2.2.1. The Contractor shall provide or arrange for the provision of all medically necessary Covered Services, including services identified under the federal Early and Periodic Screening, Diagnosis and Treatment Program (EPSDT), 42 CFR Sections 441.50 to 441.62.
- 2.2.2. The Contractor shall not be liable for any Covered Services provided prior to the date a Member is enrolled under this Contract or after the date of Disenrollment.
- 2.2.3. The Contractor shall manage the following Covered State Plan Services:

- 2.2.3.1. Inpatient Hospital
  - 2.2.3.1.1. The Contractor's responsibility for all inpatient hospital services shall be based on the primary diagnosis that requires inpatient level of care and is being managed within the treatment plan of the Member.
    - 2.2.3.1.1.1. The Contractor shall be financially responsible for the hospital stay when the Member's primary diagnosis is a covered psychiatric diagnosis, even when the psychiatric diagnosis includes some physical health procedures (including labs and ancillary services).
    - 2.2.3.1.1.2. The Contractor shall not be financially responsible for inpatient hospital services when the Member's primary diagnosis is physical in nature, even when the physical health hospitalization includes some covered psychiatric conditions or procedures to treat a secondary covered psychiatric diagnosis.
    - 2.2.3.1.1.3. The Contractor shall not be financially responsible for inpatient hospital services when the Member's principal diagnosis is a Substance Use Disorder and this diagnosis is evident at the time of admission.
    - 2.2.3.1.1.4. The Contractor shall be financially responsible for a Member's admission to any free standing inpatient psychiatric facility, when the Client is presenting with psychiatric symptoms, for the purposes of acute stabilization, safety and assessment to determine whether or not the principal diagnosis occasioning the Member's admission to the hospital is a mental health disorder or substance use disorder.
      - 2.2.3.1.1.4.1. The Contractor shall be financially responsible until a substance use disorder diagnosis is determined to be the principal diagnosis, at which point the Contractor shall no longer be responsible for continued acute stabilization, safety and assessment services associated with that admission.
      - 2.2.3.1.1.4.2. If a mental health disorder is determined to be the principal diagnosis, the Contractor shall be financially responsible for the remainder of the inpatient hospital services, as medically necessary. The assessment period shall generally not exceed seventy-two (72) hours.
- 2.2.3.2. Outpatient services, including:
  - 2.2.3.2.1. Psychiatrists.
  - 2.2.3.2.2. Rehabilitative services.
  - 2.2.3.2.3. Group behavioral health therapy.
  - 2.2.3.2.4. Individual behavioral health therapy.
  - 2.2.3.2.5. Individual brief behavioral health therapy.
  - 2.2.3.2.6. Family behavioral health therapy.
  - 2.2.3.2.7. Behavioral health assessment.
  - 2.2.3.2.8. Medication management.
  - 2.2.3.2.9. Outpatient day treatment.
- 2.2.3.3. Emergency services that are:

- 2.2.3.3.1.           Furnished by a provider that is qualified to administer these services according to 42 CFR Section 438.
- 2.2.3.3.2.           Needed to evaluate or stabilize an Emergency Medical Condition.
- 2.2.3.3.2.1.           The Contractor shall not be responsible for outpatient emergency room services billed on a UB-04 for Members diagnosed with a primary substance use disorder.
- 2.2.3.3.2.2.           The Contractor shall be responsible for practitioner emergency room claims billed on a CMS 1500 for Members diagnosed with both substance use and/or mental health disorders.
- 2.2.3.4.           Crisis services
- 2.2.3.4.1.           The Contractor shall be responsible for coverage and payment of Emergency Services and Post-Stabilization Care Services as specified in 42 CFR § 438.114(b) and 42 CFR § 422.113(c). The Contractor:
  - 2.2.3.4.1.1.           Shall cover and pay for Emergency Services regardless of whether the Provider that furnishes the services has a contract with the Contractor.
  - 2.2.3.4.1.2.           Shall not deny payment for treatment obtained under either of the following circumstances:
    - 2.2.3.4.1.2.1.           A Member had an Emergency Medical Condition in which the absence of immediate medical attention would not necessarily have had the outcomes specified in the definition of Emergency Medical Condition.
    - 2.2.3.4.1.2.2.           A representative of the Contractor instructs the Member to seek Emergency Services.
  - 2.2.3.4.1.3.           Shall not refuse to cover Emergency Services based on the emergency room Provider, Hospital or fiscal agent not notifying the Contractor of the Member's screening and treatment within ten (10) calendar days of presentation for Emergency Services.
- 2.2.3.4.2.           The Contractor shall not hold a Member who has an Emergency Medical Condition liable for payment of subsequent screening and treatment needed to diagnose the specific condition or to stabilize the Member.
- 2.2.3.4.3.           The attending emergency Physician, or the Provider actually treating the Member, is responsible for determining when the Member is sufficiently stabilized for transfer or discharge and that determination is binding on the Contractor for coverage and payment.
- 2.2.3.4.4.           The Contractor shall be financially responsible for Post-Stabilization Care Services obtained within or outside the Contractor's Provider Network that are pre-approved by the Contractor.
- 2.2.3.4.5.           The Contractor shall be financially responsible for Post-Stabilization Care Services obtained within or outside the Contractor's network that are not pre-approved by the Contractor, but that are administered to maintain, improve or resolve the Member's stabilized condition if any of the following are true:
  - 2.2.3.4.5.1.           The Contractor does not respond to a request for pre-approval within one (1) hour of receiving the request.

- 2.2.3.4.5.2. The Contractor cannot be contacted.
- 2.2.3.4.5.3. The Contractor and the treating Provider cannot reach an agreement concerning the Member's care and a plan Provider is not available for consultation. In this situation, the Contractor shall give the treating Provider the opportunity to consult with a plan Provider and the treating Provider may continue with care of the patient until a plan Provider is reached or one of the criteria in 42 CFR Section 422.113(c)(3) is met.
- 2.2.3.4.5.4. The Contractor shall limit charges to Members for Post-Stabilization Care Services to an amount no greater than what the Contractor would charge the Member if he or she had obtained the services through the Contractor.
- 2.2.3.4.6. The Contractor's financial responsibility for Post-Stabilization Care Services when not pre-approved ends when:
  - 2.2.3.4.6.1. A plan Provider with privileges at the treating Hospital assumes responsibility for the Member's care.
  - 2.2.3.4.6.2. A plan Provider assumes responsibility for the Member's care through transfer.
  - 2.2.3.4.6.3. The Contractor and the treating Provider reach an agreement concerning the Member's care.
  - 2.2.3.4.6.4. The Member is discharged.
- 2.2.3.4.7. Nothing in this section shall preclude the Contractor from conducting a retrospective review consistent with this Contract regarding emergency and Post-Stabilization Care Services.
- 2.2.3.4.8. The Contractor shall be financially responsible for Emergency Services when the Member's primary diagnosis is psychiatric in nature, even when some physical health conditions are present or a medical procedure is provided.
- 2.2.3.4.9. The Contractor shall not be financially responsible for outpatient emergency room services billed on a UB-04 for Members diagnosed with a primary substance use disorder. The Contractor shall be responsible for practitioner emergency room claims billed on a CMS 1500 for Members diagnosed with substance use and/or mental health disorders.
- 2.2.3.4.10. The Contractor shall not be financially responsible for Emergency Services when the primary diagnosis is medical in nature even when procedures are provided to treat a secondary behavioral health diagnosis.
- 2.2.3.5. School-based services.
  - 2.2.3.5.1. Pursuant to C.R.S. 25.5-1-206, Contractor shall expand their current school-based early intervention and prevention programs to provide targeted prevention and early intervention services to youth who are at risk to develop substance use disorders including disorders related to marijuana (cannabis) use. The Contractor shall report on its expanded school-based services through a financial report and through the documentation and submission of CPT/HCPCS Codes.
  - 2.2.3.5.2. The Contractor shall create a Financial Report annually on the expenditures associated with providing the prevention and early intervention services. The Financial Report shall include but not be limited to:

- 2.2.3.5.2.1. A narrative about the direct expenses, including but not limited to, staff, equipment and curriculum, and the services provided that cannot be accounted for with CPT/HCPCS codes, including but not limited to, consultation with teachers and school staff education.
- 2.2.3.5.3. The Contractor shall deliver the Financial Report to the Department annually.
- 2.2.3.5.3.1. DELIVERABLE: Financial Report
- 2.2.3.5.3.2. DUE: June 30th
- 2.2.3.5.4. The Contractor shall submit documentation of the CPT/HCPCS Codes associated with services provided. This documentation shall include:
  - 2.2.3.5.4.1. A Codes Report specifying which codes were associated with services provided during the month.
    - 2.2.3.5.4.1.1. The Contractor shall submit the Codes Report to the Department using the established process for submitting a monthly 837 and flat file format.
      - 2.2.3.5.4.1.1.1. DELIVERABLE: Codes Report
      - 2.2.3.5.4.1.1.2. DUE: On the last day of the month following the month in which the services took place
  - 2.2.3.5.4.2. A Semi-annual Written Report that details the number and type(s) of services provided, the unduplicated number and age group (child and adolescent) of youth served and the school site(s) where the services were provided.
    - 2.2.3.5.4.2.1. DELIVERABLE: Semi-annual Written Report
    - 2.2.3.5.4.2.2. DUE: January 30th and June 30th
- 2.2.3.6. Targeted case management.
- 2.2.3.7. Alcohol and/or drug assessment.
- 2.2.3.8. Drug screening and monitoring.
- 2.2.3.9. Medication Assisted Treatment.
- 2.2.3.10. Coverage for Outpatient Hospital Services.
  - 2.2.3.10.1. The Contractor's responsibility for outpatient hospital services is based on the diagnosis and billing procedures of the hospital.
    - 2.2.3.10.1.1. For procedures billed in ANSI 837-I X12 format, the Contractor shall be financially responsible for all Medicaid services associated with a Member's outpatient hospital treatment, including all psychiatric and associated medical and facility services, labs, x-rays, supplies, and other ancillary services when:
      - 2.2.3.10.1.1.1. The procedure(s) are billed on a UB-04 and ANSI 837-I X12 claim form.
      - 2.2.3.10.1.1.2. The principal diagnosis is a covered psychiatric diagnosis.
    - 2.2.3.10.1.2. For procedures billed in ANSI 837P X12 format, the Contractor shall be financially responsible for all Medicaid services associated with a Member's outpatient hospital treatment, including all behavioral health and associated medical and facility services, labs, x-rays, supplies, and other ancillary services when:
      - 2.2.3.10.1.2.1. The procedure(s) is billed on a CMS 1500 and ANSI 837-P X12 claim form.

- 2.2.3.10.1.2.2. The principal diagnosis is a covered behavioral health diagnosis.
- 2.2.3.11. Detoxification and related services including, but not limited to, the following:
  - 2.2.3.11.1. Physical assessment of detox progression including vital signs monitoring.
  - 2.2.3.11.2. Level of motivation assessment for treatment evaluation.
  - 2.2.3.11.3. Provision of daily living needs.
  - 2.2.3.11.4. Safety assessments.
- 2.2.4. Covered 1915(b)(3) Waiver (alternative) Services
  - 2.2.4.1. The Contractor shall provide or arrange for the following 1915(b)(3) Waiver services to Members:
    - 2.2.4.1.1. Vocational Services.
    - 2.2.4.1.2. Intensive Case Management.
    - 2.2.4.1.3. Prevention/Early Intervention Activities.
    - 2.2.4.1.4. Clubhouse and Drop-in Centers.
    - 2.2.4.1.5. Residential.
    - 2.2.4.1.6. Assertive Community Treatment (ACT).
    - 2.2.4.1.7. Recovery Services.
    - 2.2.4.1.8. Respite Services.
  - 2.2.4.2. Contractor shall comply with the requirements of the Uniform Service Coding Standards (USCS) Manual for billing procedure codes. The USCS Manual can be found on the Department's website.
  - 2.2.4.3. The Contractor's providers shall be trained and its systems shall be able to submit the new ICD-10 codes no later than October 1, 2015.
    - 2.2.4.3.1. DELIVERABLE: ICD-10 codes training and preparation completed.
    - 2.2.4.3.2. DUE: October 1, 2015.
- 2.2.5. The Department will provide the Contractor with definitions in writing of services discussed in Section 2.2. The Department reserves the right to change and update these definitions as required and will provide the Contractor with the updated definitions.
  - B. The table in Exhibit E, Covered Behavioral Health Procedure Codes, is hereby updated with the following row:

H0015	Alcohol and/or drug services: Intensive outpatient services
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**7. START DATE**

This Amendment shall take effect on the later of its Effective Date or February 27, 2015.

**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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Contract Number 15-68386A3

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

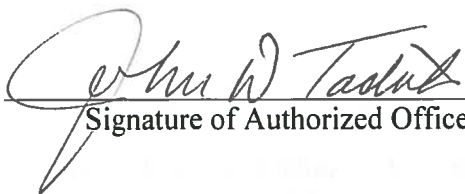
Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

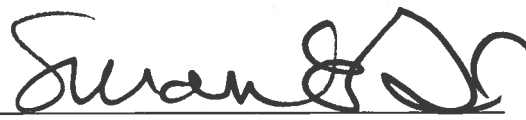
**CONTRACTOR:**  
Foothills Behavioral Health Partners, LLC

**STATE OF COLORADO:**  
John W. Hickenlooper, Governor

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

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

  
Signature of Authorized Officer

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

Date: 3/10/2015

Date: 3/16/15

JOHN D TADIACH  
Printed Name of Authorized Officer

**LEGAL REVIEW:**  
John W. Suthers, Attorney General

Interim CEO  
Printed Title of Authorized Officer

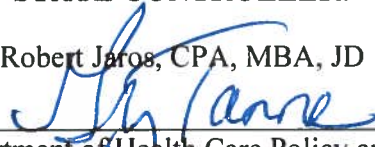
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Date: \_\_\_\_\_

**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: 3/19/15