CONTRACT AMENDMENT NO. 2

Original Contract Routing Number 3211-0172, CMS 30876 Amendment No. 1, 12-42113, CMS 42113

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Integrated Community Health Partners, LLC, 503 Main Street #300, Pueblo, Colorado, 81003, (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 for the Contractor to act as a Regional Care Collaborative Organization for the Department in Region #4, as that region defined in Exhibit A-1, Statement of Work. The purpose of this Amendment is to extend the term of the contract, update the notices and representatives, update the Statement of Work to adjust the Contractor's duties, and amend the HIPAA Business Associate Addendum to update the Additional Terms section.

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 5, Term and Early Termination, Subsection A, Initial Term-Work Commencement, is hereby deleted in its entirety and replaced with the following:

- A. The Parties' respective performances under this Contract shall commence on the the Effective Date. This Contract shall expire on June 30, 2013, unless sooner terminated or further extended as specified elsewhere herein.
- B. 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:

For the Contractor:

Donna Mills, Chief Executive Officer	
Integrated Community Health Partners, LLC	
503 Main Street, #300	
Pueblo, CO 81003	

- C. HIPAA Business Associate Addendum, Section 15, Representatives and Notices, Subsection b, Notices, is hereby deleted in its entirety and replaced with the following:
 - b. <u>Notices</u>. All required notices shall be in writing and shall be hand delivered or given by certified or registered mail to the representatives at the addresses set forth below.

State/Covered Entity Representative:

Name:

Bill Heller

Title:

Director, CHP+ and Medicaid Programs Division

Department: Address:

Department of Health Care Policy and Financing

1570 Grant Street, Denver, CO 80203

Contractor/Business Associate Representative:

Name:

Donna Mills

Title:

Chief Executive Officer

Company: Address:

Integrated Community Health Partners, LLC 503 Main Street #300, Pueblo, CO 810003

D. HIPAA Business Associate Addendum, Attachment A, Section 6, Additional Terms, is hereby deleted in its entirety and replaced with the following:

The Contractor shall notify the Department, in writing, thirty (30) days prior to executing a contract with a subcontractor which meets the definition of business associate under HIPAA. The contract with the subcontractor shall include the provision of a business associate agreement (BAA) which outlines the necessary safeguards that the subcontractor must have in place to protect confidentiality, integrity and availability of Department PHI. The Department retains the right to request a copy of the subcontractor's information security plan at any time.

The Contractor is expected to coordinate care and services with BHOs, SEPs, and any other business associate of the Department that is contracted with the State to provide health care services, support services, case management, and/or care coordination to Medicaid recipients as part of the ACC. The Contractor is expected to share data with these entities necessary to perform comprehensive care coordination as outlined in the Contract. Only the minimum dataset necessary to effectuate the task or goals may be shared with these entities.

E. Exhibit A-1, Section 3.2, Client Contact Responsibilities, Subsection 3.2.3, is hereby deleted in its entirety and replaced with the following:

3.2.3 The Contractor shall assist any RCCO member who contacts the Contractor, including RCCO members not in the Contractor's region who need assistance with contracting his/her PCMP and/or RCCO. The Department will provide data to the RCCO on all ACC members for this purpose. If the member does not have a PCMP, the Contractor shall assist the client in identifying a PCMP and making that selection with the enrollment broker.

F. Exhibit A-1, Section 6.4, Care Coordination, Subsection 6.4.3.1.4.2, is hereby deleted in its entirely and replaced with the following:

6.4.3.1.4.2 In all instances in which a Member has missed an initial appointment, the Contractor or Contractor's designee shall have a system for assisting Members in keeping scheduled appointments including a system for resolving barriers to care such as transportation or day care issues.

G. Exhibit A-1, Section 7.2, Expansion Phase Performance Metrics, Subsection 7.2.2, is hereby deleted in its entirety and replaced with the following:

7.2.2. The Department will use three performance targets to measure the Contractor during the first year of the Expansion Phase. The three performance targets will be Emergency Room Visits per 1,000 Full Time Enrollees (FTEs), Hospital Readmissions per 1,000 FTEs, and Outpatient Service Utilization of MRIs and CT Scans per 1,000 FTEs. The performance target goals will be the same as those described in the Section 9.2, Incentive Payments. The baseline for all performance

targets listed in the following table shall be calculated based on the most recently available twelve (12) month period by the Department utilizing methodology that is fully disclosed to the Contractor in advance, with opportunity for consideration of comments submitted by the Contractor prior to finalization of the methodology by the Department.

- H. Exhibit A-1, Section 7.4, Feedback and Innovation, Subsection 7.4.1.6.1 and Subsection 7.4.1.6.2. are hereby deleted in their entirety and replaced with the following:
 - 7.4.6.1 DELIVERABLE: Posted meeting minutes, meeting information for upcoming meetings, and the name and direct phone number of a contact person on the Contractor's website.
 - 7.4.6.2 DUE: Ten (10) business days from the date of the meeting.
- I. Exhibit A-1, Section 9.2, Incentive Payment Program, Subsection 9.2.2.1, Incentive Payment Table, is hereby deleted in its entirety and replaced with the following:

9.2.2.1. Incentive Payment Table

	Measurement Area	Performance Target Percentage Improvement	Total Incentive Payment
1	Emergency Room Visits per 1,000 Full Time Enrollees (FTEs)	Level 1 Target: Total Emergency Room Visits reduced at least 1.0% and less than 5.0% below baseline Level 2 Target: Total Emergency Room Visits reduced between 5.0% or more below baseline	Level 1 Target: 66% of the Full Amount Level 2 Target: 100% of the Full Amount Full Amount: \$0.33 PMPM
	Hospital Re-admissions per 1,000 FTEs	Level 1 Target: Total Hospital Readmissions reduced at least 1.0% and less than 5.0% below baseline Level 2 Target: Total Hospital Readmissions reduced between 5.0% or more below baseline	Level 1 Target: 66% of the Full Amount Level 2 Target: 100% of the Full Amount Full Amount: \$0.33 PMPM
	Outpatient Service Utilization of MRIs and CT scans per 1,000 FTEs	Level 1 Target: Total Outpatient Service Utilization of MRIs and CT scans reduced at least 1.0% and less than 5.0% below baseline Level 2 Target: Total Outpatient Service Utilization of MRIs and CT scans reduced between 5.0% or more below baseline	Level 1 Target: 66% of the Full Amount Level 2 Target: 100% of the Full Amount Full Amount: \$0.33 PMPM

7. START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2012.

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:		STATE OF COLORADO:
Integrated Community Health Partners,		
ACC		John W. Hickenlooper, Governor
By:	_ By:	Drev &
Signature of Authorized Officer	/	Susan E. Birch, MBA, BSN, RN
		Executive Director
		Department of Health Care Policy and
		Financing
Date: 6/6/2012	_ Date:	6/14/12
DONA Mills		LEGAL REVIEW:
Printed Name of Authorized Officer		John W. Suthers, Attorney General
Printed Title of Authorized Officer	By:	NIA
	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:	Mi lame				
	Department of Health Care Policy and Financing				
Date:	0/18/12				
	C (.)				