

**CONTRACT AMENDMENT NO. 2**

Original Contract Number 15-68384

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Behavioral Healthcare, Inc., 1290 Chambers Road, Aurora, CO 80011, (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 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, Statement of Work, Section 5.0, Compensation, Subsection 5.1, Compensation, Paragraph 5.1.5 is hereby added as follows:

- 5.1.5. The Contractor shall assume the risk for the cost of services covered under the Contract and shall incur the loss if the cost of furnishing the services exceeds the payments under the Contract. The Contractor shall 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.

- B.** Exhibit A, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2., Covered Services, Paragraph 2.2.4.3.2.2. is hereby deleted in its entirety and replaced with the following:
- 2.2.4.3.2.2. 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.
- C.** Exhibit A, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2., Covered Services, Paragraph 2.2.4.4.9. is hereby deleted in its entirety and replaced with the following:
- 2.2.4.4.9. 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.
- D.** Exhibit A, Statement of Work, Section 2.0, Enrollment, Populations Served and Covered Services, Subsection 2.2., Covered Services, Paragraph 2.2.4.10.1.2.1. is hereby deleted in its entirety and replaced with the following:
- 2.2.4.10.1.2.1. The procedure(s) is billed on a CMS 1500 and ANSI 837-P X12 claim form.
- E.** Exhibit B1, Rates, is hereby deleted in its entirety and replaced with Exhibit B2, Rates, attached hereto and incorporated by reference into the Agreement. Exhibit B1 is deleted and replaced effective December 1, 2014. All references within the Agreement to Exhibit B or Exhibit B1, shall be deemed to reference to Exhibit B2.
- F.** The Following language, as included in Amendment 1, is provided below for the Centers for Medicare & Medicaid Services (CMS) approval only, has not been modified and remains a part of the contract as outlined in Amendment 1.

Section 2.9, Compliance and Monitoring, Subsection 2.9.7., Physician and Individual Provider Credentialing and Monitoring, Paragraph 2.9.7.4.3.1., is hereby deleted in its entirety and replaced with the following:

- 2.9.7.4.3.1. The Contractor shall review all Providers at least monthly to verify they are not subject to Medicaid sanctions.

Section 2.2., Covered Services, Subsection 2.2.4.5., is hereby deleted in its entirety and replaced with the following:

2.2.4.5. School-based services.

- 2.2.4.5.1. 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.

- 2.2.4.5.2. 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:
  - 2.2.4.5.2.1. 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.
  - 2.2.4.5.3. The Contractor shall deliver the Financial Report to the Department annually.
    - 2.2.4.5.3.1. DELIVERABLE: Financial Report
    - 2.2.4.5.3.2. DUE: June 30th
  - 2.2.4.5.4. The Contractor shall submit documentation of the CPT/HCPCS Codes associated with services provided. This documentation shall include:
    - 2.2.4.5.4.1. A Codes Report specifying which codes were associated with services provided during the month.
      - 2.2.4.5.4.2.1. The Contractor shall submit the Codes Report to the Department using the established process for submitting a monthly 837 and flat file format.
        - 2.2.4.5.4.2.1.1. DELIVERABLE: Codes Report
        - 2.2.4.5.4.2.1.2. DUE: On the last day of the month following the month in which the services took place
      - 2.2.4.5.4.2. 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.
        - 2.2.4.5.4.2.1. DELIVERABLE: Semi-annual Written Report
        - 2.2.4.5.4.2.2. DUE: January 30<sup>th</sup> and June 30<sup>th</sup>

Section 5, Compensation, Subsection 5.1., Compensation, Paragraph 5.1.1., is hereby deleted in its entirety and replaced with the following:

- 5.1.1. The Department shall remit to the Contractor, on behalf of each Member who is eligible for Covered Services, the appropriate Monthly Capitation Base Rate for each full month for which each Member is eligible for Covered Services, as specified by Exhibit B2, on approximately the fifteenth (15th) Business Day of the month.
  - 5.1.1.1. In addition to the Monthly Mental Health and Substance Use Disorder Rates, for the period of December 1, 2014 through June 30, 2015, the Contractor shall be paid a Marijuana Prevention Add-On Rate for each full month for which each

Member is eligible for Covered Services, as specified by Exhibit B2, on approximately the fifteenth (15th) Business Day of the month.

- 5.1.1.2. Once the Department and the Contractor have certified any changes or new rates under the Contract and the Contractor has delivered to the Department an actuarial certification letter and financial stability letter, the Department may add those rates to the Contract through the use of an Option Letter substantially equivalent to Exhibit C. In the event that the Department does add or modify the rates through the use of an Option Letter the Department will include the date on which the rates will become effective.

**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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**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:**  
Behavioral Healthcare, Inc.

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

By: Shelly J. Spalding  
Signature of Authorized Officer

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

Date: 3/4/15

Date: 3/16/15

Shelly J. Spalding  
Printed Name of Authorized Officer

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

CEO  
Printed Title of Authorized Officer

By: N/A  
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: Robert Jaros  
Department of Health Care Policy and Financing

Date: 3/19/15

**EXHIBIT B2, RATES**

	Mental Health Rate	Substance Use Disorder Rate	* Mental Health Marijuana Prevention Add-On Rate	* Substance Use Marijuana Prevention Add-On Rate
Elderly	\$11.71	\$0.02		
Disabled	\$154.62	\$1.79		
Adult	\$21.72	\$1.91		
Children	\$16.80	\$0.18	\$0.87	\$0.01
Foster Care	\$219.39	\$1.27	\$11.02	\$0.06

Adult without Dependent Children Rate	\$58.15
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\* The Mental Health Marijuana Prevention Add-On Rate and the Substance Use Marijuana Prevention Add-On Rates shall be effective for the term of 12/1/2014 through 6/30/2015.