

CONTRACT AMENDMENT NO. 1

Original Contract Number 15-68387

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 add requirements for a marijuana prevention program, to increase provider reviews from annual to monthly review, to change CO-1500 language to CMS 1500 and to add language allowing for the use of an option letter 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. 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.
- B. Section 2.2., Covered Services, Subsection 2.2.4.5., is hereby deleted in its entirety and replaced with the following:

specified by Exhibit B-1, 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 B-1, 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.

D. Exhibit B, Rates, is hereby deleted in its entirety and replaced with Exhibit B1, Rates, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit B, shall be deemed to reference to Exhibit B1.

7. START DATE

This Amendment shall take effect on the later of its Effective Date or December 1, 2014.

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK


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: 11/17/14

Date: 11/19/14

Marshall Thomas
Printed Name of Authorized Officer

LEGAL REVIEW:
John W. Suthers, Attorney General

President & CEO/CMO
Printed Title of Authorized Officer

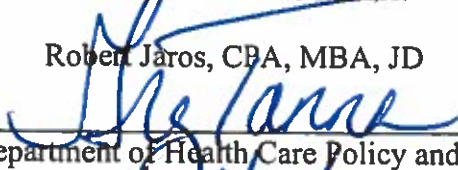
By: N/A
Date: _____

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: 
Department of Health Care Policy and Financing

Date: 11/21/14

CONTRACT AMENDMENT NO. 1

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 add requirements for a marijuana prevention program, to increase provider reviews from annual to monthly review, to change CO-1500 language to CMS 1500 and to add language allowing for the use of an option letter 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. 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.
- B. Section 2.2., Covered Services, Subsection 2.2.4.5., is hereby deleted in its entirety and replaced with the following:

specified by Exhibit B-1, 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 B-1, 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.

D. Exhibit B, Rates, is hereby deleted in its entirety and replaced with Exhibit B1, Rates, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit B, shall be deemed to reference to Exhibit B1.

7. START DATE

This Amendment shall take effect on the later of its Effective Date or December 1, 2014.

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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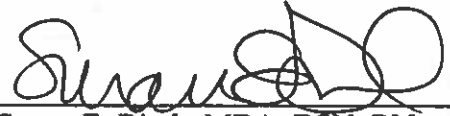
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

Date: 11/17/14

Date: 11/19/14

Marshall Thomas
Printed Name of Authorized Officer

LEGAL REVIEW:
John W. Suthers, Attorney General

President & CEO/CMO
Printed Title of Authorized Officer

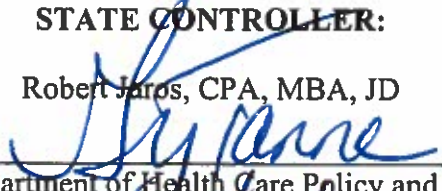
By: NIA
Date: _____

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STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 11/21/14

CONTRACT AMENDMENT NO. 1

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., 155 Inverness Drive W., Suite 201, Englewood, CO 80112, (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 add requirements for a marijuana prevention program, to increase provider reviews from annual to monthly review, to change CO-1500 language to CMS 1500 and to add language allowing for the use of an option letter 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. 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.

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

specified by Exhibit B-1, 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 B-1, 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.

D. Exhibit B, Rates, is hereby deleted in its entirety and replaced with Exhibit B1, Rates, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit B, shall be deemed to reference to Exhibit B1.

7. START DATE

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8. ORDER OF PRECEDENCE

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9. AVAILABLE FUNDS

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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: 11/17/14

Date: 11/19/14

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: _____

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STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: Robert Jaros
Department of Health Care Policy and Financing

Date: 11/21/14

CONTRACT AMENDMENT NO. 1

Original Contract Number 15-68385

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Colorado Health Partnerships, LLC, 7150 Campus Drive, Suite 300, Colorado Springs, CO 80920, (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 add requirements for a marijuana prevention program, to increase provider reviews from annual to monthly review, to change CO-1500 language to CMS 1500 and to add language allowing for the use of an option letter 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. 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.

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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 B-1, 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.

D. Exhibit B, Rates, is hereby deleted in its entirety and replaced with Exhibit B1, Rates, attached hereto and incorporated by reference into the Agreement. All references within the Agreement to Exhibit B, shall be deemed to reference to Exhibit B1.

7. START DATE

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8. ORDER OF PRECEDENCE

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9. AVAILABLE FUNDS

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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 Health Partnerships, LLC

By: 
Signature of Authorized Officer


Date: November 17, 2014

Arnold Salazar
Printed Name of Authorized Officer

CEO
Printed Title of Authorized Officer

STATE OF COLORADO:

John W. Hickenlooper, Governor

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

Date: 11/19/14

LEGAL REVIEW:
John W. Suthers, Attorney General

By: NIA

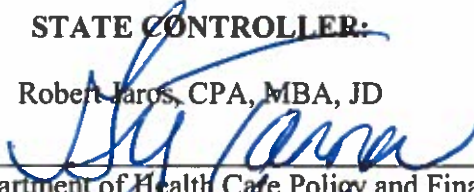
Date: _____

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STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 11/2/14

CONTRACT AMENDMENT NO. 1

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

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3. FACTUAL RECITALS

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4. CONSIDERATION

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5. LIMITS OF EFFECT

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CONTRACTOR:

Foothills Behavioral Health Partners, LLC

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: Barbara Ryan
Signature of Authorized Officer

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

Date: November 19, 2014

Date: 11/19/14

Barbara Ryan
Printed Name of Authorized Officer

LEGAL REVIEW:
John W. Suthers, Attorney General

Chair, Board of Managers
Printed Title of Authorized Officer

By: N/A
Date: _____

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STATE CONTROLLER:

Robert Jarvis, CPA, MBA, JD

By: [Signature]
Department of Health Care Policy and Financing

Date: 11/21/14