

**CONTRACT AMENDMENT NO. 9**

Original Contract Routing Number 3211-0171, CMS 30526

**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, 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 act as a Regional Care Collaborative Organization for the Department in the Contractor's Region, as that region is defined in Exhibit A-6, Statement of Work.. The purpose of this Amendment is to update language in the compensation 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. Exhibit A-6, Statement of Work, Section 9, Compensation , Subsection 9.1., PMPM Payments for non-FBME Members, is hereby deleted in its entirety and replaced with the following:

**9.1. PMPM PAYMENTS FOR NON-FBMME MEMBERS**

- 9.1.1. The Department shall pay the Contractor, through the Colorado MMIS, a monthly PMPM Payment for each active Member enrolled in the Contractor's plan on the first day of that month at the following rates:

Description	Period	PMPM Amount
A. All Members	Effective Date through June 30, 2012	\$13.00
B. All Members	July 1, 2012 through October 31, 2012	\$12.00
C. All Members	November 1, 2012 through August 31, 2014.	\$9.12
D. All Members	September 1, 2014	\$8.62 base rate

- 9.1.1.1. Upon the Department's notification to the Contractor that the factors outlined in Section 9.1.1.2 have been met, the PMPM shall be calculated as follows:
- 9.1.1.1.1. For all Members who are attributed to a PCMP at the time of calculation the Contractor shall receive one hundred percent (100%) of the base rate.
- 9.1.1.1.2. For all Members who have been unattributed to a PCMP for less than six (6) consecutive months at the time of calculation the Contractor shall receive one hundred percent (100%) of the base rate.
- 9.1.1.1.3. For all Members who have been unattributed to a PCMP for six (6) consecutive months or longer at the time of the calculation the Contractor shall receive sixty-five percent (65%) of the base rate. The Department will determine whether a Member is unattributed by determining if that Member has had a RCCO span of more than six (6) consecutive months with no PCMP span. The Department will use the managed care enrollment table to identify these Members.
- 9.1.1.2. The PMPM shall be calculated as described in Section 9.1.1.1 upon the Department's notification to the Contractor that:
- 9.1.1.2.1. The Enrollment Broker has had one (1) month during which ninety percent (90%) of the calls had a wait time of five (5) minutes or less (wait time is defined as time until first pick up).
- 9.1.1.2.2. Reattribution is performed monthly.
- 9.1.1.2.3. The Enrollment Broker and two (2) RCCO representatives (to be identified by the RCCO Leadership Group) have established quarterly or monthly meetings.
- 9.1.1.2.4. Fax forms that could not be processed by the Enrollment Broker have been sorted by the RCCO with a reason the form could not be processed written on each fax form. The fax forms have been made available at the Enrollment Broker office on a weekly basis and delivered monthly to the Department.
- 9.1.1.2.5. The Online Health Plan selection form is operational.
- 9.1.1.3. The PMPM payments shall only be made during the Initial Phase and the Expansion Phase. The Contractor shall not receive any PMPM Payment before the beginning of the Initial Phase.

- 9.1.1.4. The number of active Members enrolled in the Contractor's plan shall be calculated based on the number of enrollments in the Colorado Medicaid Management Information System.
- 9.1.1.5. The Department shall remit all PMPM Payments to the Contractor within the month for which the PMPM Payment applies. In the event that the Contractor is not compensated for a Member in a month for which the Contractor should have been compensated, the Department shall compensate the Contractor for that Member.
- 9.1.1.6. The Contractor may attribute Members who had been enrolled in CHP+ to a PCMP. When making these attributions, the Contractor shall use the same attribution methodology the Department uses. The Department will process these attributions in MMIS within ninety (90) days of receiving the file.
  - 9.1.1.6.1. DELIVERABLE: Documentation of methodology for attribution
  - 9.1.1.6.2. DUE: Prior to implementing the attribution methodology
  - 9.1.1.6.3. DELIVERABLE: Excel file with ACC clients identified by Medicaid client ID linked to Medicaid provider billing ID and a date for the last visit with that Provider
  - 9.1.1.6.4. DUE: Upon completion of attribution.

## **7. START DATE**

This Amendment shall take effect on 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.

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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: 8/25/14

Date: 8/25/14

Marshall Thomas MD  
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: 9/2/14