

**CONTRACT AMENDMENT NO. 2**

Original Contract Number 2016ACCMMP03

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Colorado Access, 10665 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 for the Contractor to act as a Regional Collaborative Care Organization for the Department, for the Accountable Care Collaborative: Medicare-Medicaid Program (ACC: MMP), in the Contractor's Region, as defined in Exhibit A. The purpose of this Amendment is to update wording in two (2) sections of the Statement of Work, remove two (2) subsections in the Statement of Work, replace the wording in Section 10.0 of the Statement of Work, and extend the Contract.

**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, Subsection A, Initial Term, is hereby deleted in its entirety and replaced with the following:

- A. Initial Term

The Parties' respective performances under this Contract shall commence on the later of either the Effective Date or July 1, 2015. This Contract shall expire on June 30, 2017, unless sooner terminated or further extended as specified elsewhere herein.

**B.** Exhibit A, Statement of Work, Section 6.0, Medical Management and Care Coordination, Subsection 6.4, Care Coordination, Paragraph 6.4.3.7.1., is hereby deleted in its entirety and replaced with the following:

6.4.3.7.1. The Contractor shall ensure that the SCP is reviewed and updated as necessary with the Member, the Member's PCMP, and the Member's other service providers as appropriate. This review shall occur no less frequently than every six (6) months from when the initial SCP was completed or a more recently updated SCP was completed and after a critical incident (as specified by the SCP Guidelines).

**C.** Exhibit A, Statement of Work, Section 8.0, Program Reporting, Subsection 8.2, Performance Reports, Paragraph 8.2.4.1.1.6., is hereby deleted in its entirety.

**D.** Exhibit A, Statement of Work, Section 8.0, Program Reporting, Subsection 8.2, Performance Reports, Paragraph 8.2.4.1.2.1.7., is hereby deleted in its entirety.

**E.** Exhibit A, Statement of Work, Section 9.0, Compensation, Subsection 9.1, Payment, Paragraph 9.1.2., is hereby added as follows:

9.1.2. The Department will pay the Contractor a monthly ACC: MMP Payment. The ACC: MMP Payments for July 1, 2016 through June 30, 2017 will be a monthly per member per month (PMPM) payment for each Member that is enrolled with the Contractor as of the first day of the month.

Period	Monthly Payment / Rate
January 1, 2016 through June 30, 2017	\$20.00 PMPM

**F.** Exhibit A, Statement of Work, Section 9.0, Compensation, Subsection 9.2 Pay for Performance, is hereby deleted in its entirety and replaced as follows:

**9.2 PAY FOR PERFORMANCE PROGRAM**

9.2.1 The Contractor may earn performance-based payments by meeting quality measures as established by the Department in the following areas:

9.2.1.1 Key performance indicators.

9.2.1.2 Additional performance target(s).

9.2.2 The Department shall provide to the Contractor documented calculation methodology for all measures prior to the first distribution of funds.

**G.** Exhibit A, Statement of Work, Section 10.0 Transition at Termination, is hereby deleted in its entirety and replaced as follows:

## **SECTION 10.0      TRANSITION AT TERMINATION**

### **10.1.    TRANSITION PLAN**

10.1.1.    The Contractor shall submit a transition plan to the Department both annually and one hundred twenty (120) days prior to the termination date. This plan shall describe how the requirements outlined in Section 10.2 of this Contract will be carried out upon termination of the Contract. The transition plan submitted one hundred twenty (120) days prior to termination of the Contract shall include a detailed work plan.

10.1.1.1.    **DELIVERABLE:** Transition Plan

10.1.1.2.    **DUE:** Annually by the last business day in September and one hundred twenty (120) days prior to the termination date

### **10.2.    CONTRACTOR'S TRANSITION REQUIREMENTS**

10.2.1.    One hundred twenty (120) days prior to the termination of the Contract, or within five (5) business days of the termination notice if provided within the one hundred twenty (120) day period, the Contractor shall designate an appropriate individual as the transition coordinator to work with the Department and any staff from the replacement contractor to ensure the transition does not adversely impact any member's care.

10.2.2.    Upon notice of termination of the Contract for any reason, the Contractor shall do all of the following for a period not to exceed sixty (60) days before termination of the Contract:

10.2.2.1.    Provide the Department and the incoming contractor, with all information related to the Contractor's PCMP Network, its Members and the services provided to those Members, for transition to the Department or any other contractor of the Contractor's responsibilities.

10.2.2.2.    Provide for the uninterrupted continuation of all network management, care coordination and administrative services until the transition of every Member is complete and all requirements of the Contract are satisfied.

10.2.2.3.    Provide to the Department all reports reasonably necessary for a transition.

10.2.2.4.    Notify any Subcontractors of the termination of the Contract, as directed by the Department.

10.2.2.5.    Notify all of the Members in the Contractor's Region that the Contractor will no longer be the RCCO for the region, in a form and manner approved by the Department.

10.2.2.6.    Notify each PCMP in the Contractor's PCMP Network of the termination and the end date of the Contract and explain to the provider how the provider may continue participating in the ACC Program.

10.2.2.7.    Cooperate with the Department and any other replacement contractor during the transition, including, but not limited to, using reasonable efforts to share and transfer Member information and following any instructions or performing any required actions, as reasonably directed by the Department.

10.2.2.8.    Provide the Department, in a format prescribed and approved by the Department:

10.2.2.8.1.    A list of all PCMPs in the Contractor's PCMP Network.

10.2.2.8.2.    A list of all Members in the Contractor's Region.

10.2.2.8.3.    A list of all delegated entities and community partners.

10.2.2.8.4. Care coordination records for clients in active coordination.

**7. START DATE**

This Amendment shall take effect on the later of its Effective Date or July 1, 2016.

**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: 5/31/16  
Marshall Thomas MD  
Printed Name of Authorized Officer

Date: 6/8/16  
**LEGAL REVIEW:**  
Cynthia H. Coffman, Attorney General

President & CEO  
Printed Title of Authorized Officer

By: \_\_\_\_\_  
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: 6/12/16

