

CONTRACT AMENDMENT NO. 8

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

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 the rates table for SFY 2018.

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 B-5, Rates, is hereby deleted in its entirety and replaced with Exhibit B-6, Rates, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit B, B-1, B-2, B-3, B-4, or B-5 shall be deemed to reference to Exhibit B-6.

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:

Foothills Behavioral Health Partners

By: Robert L Dyer
Signature of Authorized Officer

Date: September 20, 2017

Robert Dyer
Printed Name of Authorized Officer

Chief Executive Officer
Printed Title of Authorized Officer

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: Susan E Birch

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

Date: 9/21/17

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

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: Robert Jaros
Department of Health Care Policy and Financing

Date: 9/27/17

EXHIBIT B-6, RATES AND HIPF RATE SETTLEMENT

RATES

Effective July 1, 2017 – June 30, 2018

The Contractor shall earn the following Full Risk Rates shown in the following table:

	Behavioral Health Rate
Elderly	\$19.09
Disabled	\$139.37
Non-Expansion Adult	\$34.25
Expansion Parent	\$18.43
Children	\$24.13
Foster Care	\$126.13
MAGI Adult	\$48.41

The Department shall withhold an amount from the Full Risk Rates to account for the health insurance provider fee as shown in the following table:

	Behavioral Health Rate
Elderly	\$0.30
Disabled	\$2.22
Non-Expansion Adult	\$0.55
Expansion Parent	\$0.29
Children	\$0.39
Foster Care	\$2.01
MAGI Adult	\$0.77

Once the Department has withheld the amount listed in the above table, the Contractor shall receive the amount shown in the following table:

	Behavioral Health Rate
Elderly	\$18.79
Disabled	\$137.15
Non-Expansion Adult	\$33.70
Expansion Parent	18.14
Children	\$23.74
Foster Care	\$124.12
MAGI Adult	\$47.64

The Contractor and the Department shall engage in Health Insurance Providers Fee Rate Settlements based upon the Health Insurance Providers Fee report provided by the Contractor to the Department each October. Each Health Insurance Providers Fee Rate Settlement process shall include the following:

Upon receipt of the Health Insurance Providers Fee Report, the Department will calculate the actual rate to account for the health insurance provider fee. The Department will issue a notification letter by July 31st with the amount to be remitted to the Contractor.

The Department will pay the Contractor all amounts withheld during the year up to the actual rate calculated by the Department to account for the health insurance provider fee.

The Contractor shall assume risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. The entity must 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.

