

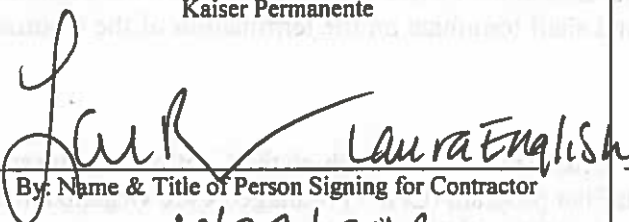
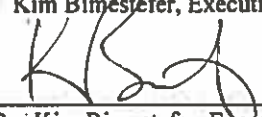

CONTRACT AMENDMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 18-101452
Contractor Kaiser Permanente	Amendment Contract Number 18-101452A2
Current Contract Maximum Amount Initial Term State Fiscal Year 2018 No Maximum Extension Terms State Fiscal Year 2019 No Maximum State Fiscal Year 2020 No Maximum State Fiscal Year 2021 No Maximum State Fiscal Year 2022 No Maximum Total for All State Fiscal Years No Maximum	Contract Performance Beginning Date The Effective Date. Current Contract Expiration Date June 30, 2020

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR Kaiser Permanente</p> <div style="text-align: center;">  By: Name & Title of Person Signing for Contractor Date: <u>6/27/2019</u> </div>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <div style="text-align: center;">  By: Kim Bimestefer, Executive Director Date: <u>6/30/19</u> </div>
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. <p style="text-align: center;">STATE CONTROLLER Robert Jayos, CPA, MBA, JD</p> <div style="text-align: center;">  By: _____ Greg Tanner, Controller: Department of Health Care Policy and Financing Amendment Effective Date: <u>7/15/19</u> </div>	

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in §3.B of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract or June 30, 2020, whichever is earlier.

4. PURPOSE

The purpose of the Original Contract is to set forth the terms under which the Contractor will serve as one of Colorado's Children's Basic Health Plan program (CHP+) Managed Care Organizations (MCOs) that will provide health care services to CHP+ eligible members.

The purpose of this Amendment is to modify Exhibit B-1, Statement of Work, modify Exhibit E-1, Covered Services & Copayments, replace Exhibit I, Medical Home Provider Incentive Payment Program, with Exhibit I-1, Medical Home Provider Incentive Payment Program, and replace Exhibit C-1, Rates, with Exhibit C -2, Rates.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. The Contract Initial Contract Expiration Date on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. Exhibit B-1, Section 16.5.1.2.4., is hereby deleted in its entirety and replaced with the following:

16.5.1.2.4. The Contractor must submit the calculated internally certified Medical Loss Ratio (MLR) template along with supporting data and documentation, including, but not limited to, all encounters, financial information and reporting, and flat files for the measurement period, before the Department can validate the submitted MLR for the Contractor.

The submission date is March 31, annually. See Encounter Claims Data Provisions and the Medical Loss Ratio (MLR) Calculation Template, as provided by the Department.

- C. Exhibit E-1, Section 19., Description of Benefit, is hereby deleted in its entirety and replaced with the following:

Prescription Drugs: Covered. (including expendable medical supplies for the treatment of diabetes). Including multiple month contraception coverage as detailed in HB 17-1186.

- D. Exhibit I, Medical Home Incentive Payment Program, is hereby deleted in its entirety and replaced with Exhibit I-1, Medical Home Incentive Payment Program, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit I-1, shall be deemed to reference to Exhibit I-1.

- E. Exhibit C-1, Rates, is hereby deleted in its entirety and replaced with Exhibit C-2, Rates, attached hereto and incorporated by reference into the Contract. All references within the Contract to Exhibit C -1, shall be deemed to reference Exhibit C-2.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

EXHIBIT I-1, MEDICAL HOME PROVIDER INCENTIVE PAYMENT PROGRAM

1. A \$21 incentive to **CHP+ primary care physicians** that see any CHP+ member up to 15 months of age. The \$21 incentive will be paid for each visit up to and including the sixth visit.

Codes to identify well child visits for incentive payments:

<i>ICD-10 CODES</i>	<i>DESCRIPTION</i>	<i>ADDITIONAL INFORMATION</i>
Z00.110	Health examination for newborn under 8 days old	
Z00.111	Health examination for newborn 8 to 28 days old	
Z00.121	Encounter for routine child health examination with abnormal findings	<ul style="list-style-type: none"> • Use additional code to identify abnormal findings • encounter for examination for administrative purposes (Z02.-) • Health check (routine) for child over 28 days old • Encounter for pre-procedural examinations (Z01.81-) • Immunizations appropriate for age special screening examinations (Z11-Z13) • Routine developmental screening of infant or child • Routine vision and hearing testing health check for child under 29 days old (Z00.11-) • health supervision of founding or other healthy infant or child (Z76.1-Z76.2) • newborn health examination (Z00.11-)
Z00.129	Encounter for routine child health examination without abnormal findings	
Z00.2	Encounter for examination for period of rapid growth in childhood	for ages 0-17 years
Z00.3	Encounter for examination for adolescent development state	for ages 0-17 years
Z02.0	Encounter for examination for admission to educational institution	<ul style="list-style-type: none"> • Encounter for examination for admission to preschool (education) • Encounter for examination for re-admission to school following illness or medical treatment
Z02.2	Encounter for examination for admission to residential institution	
Z02.6	Encounter for examination for insurance purposes	

Z02.82	Encounter for adoption services	
Z00.89	Encounter for other general examination	<ul style="list-style-type: none"> • Encounter for immigration examination • Encounter for naturalization examination
ICD-10 CODES	DESCRIPTION	ADDITIONAL INFORMATION
Z00.5	Encounter for examination of potential donor of organ and tissue	
Z00.70	Encounter for examination for period of delayed growth in childhood without abnormal findings	
Z00.71	Encounter for examination for period of delayed growth in childhood with abnormal findings	
CPT CODES		DESCRIPTION
99381		Initial comprehensive preventive medicine
-99382		Early childhood (age 1 – 4 years)
99391		Periodic comprehensive preventive medicine
-99392		Early childhood (age 1 – 4 years)

2. A \$21 incentive to CHP+ primary care or OB/GYN physicians that sees an adolescent. The \$21 will only be paid for the first visit.

Codes to identify well child visits for incentive payments:

ICD-10 CODES	DESCRIPTION	ADDITIONAL INFORMATION
Z00.129	Encounter for routine child health examination without abnormal findings	
Z00.2	Encounter for examination for period of rapid growth in childhood	for ages 0-17 years
Z00.3	Encounter for examination for adolescent development state	for ages 0-17 years
Z02.0	Encounter for examination for admission to educational institution	<ul style="list-style-type: none"> • Encounter for examination for admission to school (education) • Encounter for examination for re-admission to school following illness or medical treatment
Z02.2	Encounter for examination for admission to residential institution	
Z02.6	Encounter for examination for insurance purposes	

Z02.82	Encounter for adoption services	
Z00.89	Encounter for other general examination	<ul style="list-style-type: none"> • Encounter for immigration examination • Encounter for naturalization examination
ICD-10 CODES	DESCRIPTION	ADDITIONAL INFORMATION
Z00.5	Encounter for examination of potential donor of organ and tissue	
Z00.70	Encounter for examination for period of delayed growth in childhood without abnormal findings	
Z00.71	Encounter for examination for period of delayed growth in childhood with abnormal findings	
CPT CODES	DESCRIPTION	
99383	Late childhood	
99384	Adolescent (ages 12 – 17)	
99385	18 – 39 years	
99393	Late childhood	
99394	Adolescent (ages 12 – 17)	
99395	18 – 39 years	

HMO Incentive Reporting Schedule

QUARTER	MONTHS BEING REPORTED	DUE
Q1	July, August, September	December 31
Q2	October, November, December	March 31
Q3	January, February, March	June 30
Q4	April, May, June	September 30

EXHIBIT C-2, RATES

STATE FISCAL YEAR 2019-20

I. CAPITATION RATES

State Fiscal Year 2019-20 rates will be effective on the later of the Effective Date or July 1, 2019.

The Contractor shall earn the following monthly capitation rate payments shown in the following table, adjusted by age and poverty level of the client's family.

Age	Under 101% FPL	101% to 156% FPL	157% to 200% FPL	201% to 260% FPL
Ages less than 2	250.20	251.06	250.98	250.54
Ages 2 through 5	138.71	138.71	138.71	138.71
Ages 6 through 18	175.71	175.83	175.85	175.94

II. WITHHOLD AMOUNT

The Department will withhold an amount from the capitation rate payments each month to account for the health insurance provider fee, as shown in the following table:

Age	Under 101% FPL	101% to 156% FPL	157% to 200% FPL	201% to 260% FPL
Ages less than 2	1.24	1.25	1.25	1.25
Ages 2 through 5	0.69	0.69	0.69	0.69
Ages 6 through 18	0.87	0.87	0.87	0.88

III. MONTHLY PAYMENT AMOUNT

Once the Department has withheld the amount listed in the above Withhold Amount table, the Contractor shall receive the amount shown in the following table, each month, for each client based on the age and poverty level of that client's family.

Age	Under 101% FPL	101% to 156% FPL	157% to 200% FPL	201% to 260% FPL
Ages less than 2	248.95	249.81	249.74	249.29
Ages 2 through 5	138.02	138.02	138.02	138.02
175.94	174.84	174.96	174.98	175.06

