

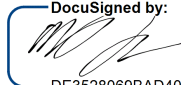
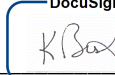
# CONTRACT AMENDMENT #6

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 16-2089
<b>Contractor</b> Magellan Medicaid Administration, Inc	<b>Amendment Contract Number</b> 16-2089A6
<b>Current Contract Maximum Amount</b>  Contract Maximum shall not be impacted by this Amendment	<b>Contract Performance Beginning Date</b> The later of the Effective Date or 2/1/2020
	<b>Current Contract Expiration Date</b> October 31, 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;"><b>CONTRACTOR</b></p> <p style="text-align: center;">Meredith Delk, Senior Vice President Magellan Medicaid Administration, Inc</p> <div style="text-align: center;"> <p>DocuSigned by:</p>  <p>DE3528069BAD409...</p> </div> <p>By: _____</p> <p style="text-align: center;">5/18/2020</p> <p>Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b></p> <p style="text-align: center;"><b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <div style="text-align: center;"> <p>DocuSigned by:</p>  <p>0B6A84797EA8493...</p> </div> <p>By: _____</p> <p style="text-align: center;">5/18/2020</p> <p>Date: _____</p>
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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.

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**

DocuSigned by:



BBE0F4C030DC45C...

By: \_\_\_\_\_

5/18/2020

Amendment Effective Date: \_\_\_\_\_

**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 or 02/01/2020, whichever is later and shall terminate on the termination of the Contract.

**4. PURPOSE**

This Amendment is to update the contractual provisions regarding Substance Use Disorder Data and bring the Contract into compliance with the requirements of 42 CFR 2.33.

**5. MODIFICATIONS**

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

**A. The attached Exhibit, marked Exhibit I, shall be added to the Contract.**

**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 Substance Use Data**

- 1.1. As part of this Contract, the Contractor may receive Part 2 Data for enrolled Members, as defined under 42 CFR Part 2, from or on behalf of the Department. The Contractor shall handle all Part 2 Data in conformity with the requirements of 42 CFR Part 2 and 42 CFR § 2.33, those requirements include, but are not limited to, the following:
- 1.2. The Contractor shall use Part 2 Data only for the following purposes:
  - 1.2.1. Processing of pharmacy claims, and
  - 1.2.3. Prior authorization requests, and
  - 1.2.4. For care coordination or case management to facilitate the prevention of Opioid abuse at the direction of and as permitted by State and Federal law and regulation.
- 1.3. The Contractor shall not use the Part 2 Data for any other purpose without appropriate Member consent as defined under 42 CFR Part 2.
- 1.4. The Contractor upon receipt of Part 2 Data shall:
  - 1.4.1. Not disclose Part 2 data without appropriate consent except as permitted under 42 CFR Part 2.
  - 1.4.2. Create safeguards, including documented policies and procedures, to prevent unauthorized uses and disclosures of Part 2 Data. These policies and procedures shall be reported in the Contractors' Data Governance Policy.
  - 1.4.3. Immediately report any unauthorized use, disclosures, or breaches of Part 2 Data to the Department.
- 1.5. This information has been disclosed to Contractor from records protected by 42 CFR Part 2. Federal law prohibits Contractor from making any further disclosure of the Part 2 Data that identifies a Member as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Member or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (*see* § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65.
- 1.6. The Contractor only shall redisclose Part 2 Data to a third party if (1) the third party is a contract agent of the Contractor helping to perform its duties under the Contract and the contract agent only discloses Part 2 Data back to the Contractor or the Department; or (2) the Contractor obtains appropriate Member consent.
- 1.7. If the Contractor obtains Member consent to disclose Part 2 Data, the Contractor may disclose the Part 2 Data in accordance with the consent to any person or category of persons identified or designated in the consent, except that disclosure to central registries and in connection with criminal justice referrals shall meet the requirements of 42 CFR § 2.34 and 42 CFR § 2.35.
- 1.8. If the Contractor obtains Member consent to disclose Part 2 Data for payment or health care operations activities, a lawful holder who receives such data may further disclose that data as

may be necessary for the lawful holder's contractors, subcontractor or legal representatives to carry out payment or health care operations on behalf of such lawful holder in accordance with 42 CFR § 2.33. Part 2 Data disclosures shall be limited to the information necessary to carry out the stated purpose of the disclosure.