

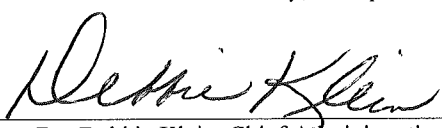
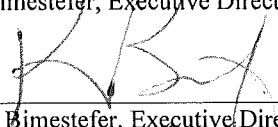
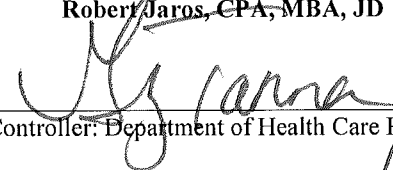
CONTRACT AMENDMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Original Contract Number 20-134782
Contractor Foothills Gateway, Incorporated	Amendment Contract Number 20-134782A1
Current Contract Maximum Amount Initial Term State Program State Fiscal Year 2019-20: \$23,302,027.00 Medicaid Program State Fiscal Year 2019-20: \$5,830,152.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$29,133,179.00	Contract Performance Beginning Date September 1, 2019 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 Foothills Gateway, Incorporated</p> <div style="text-align: center;">  _____ By: Debbie Klein, Chief Administrative Officer Date: <u>9-3-19</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>10/4/19</u> </div>
<p>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> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <div style="text-align: center;">  By: _____ Greg Tanner, Controller: Department of Health Care Policy and Financing Amendment Effective Date: <u>10/10/19</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.

4. PURPOSE

The purpose of this Amendment is to remove Pre-Admission Screening and Resident Review (PASRR) Level II Evaluations from the Contract to avoid potential conflict of interest. Previously the Contractor both conducted the PASRR Level II Evaluation and authorized services that were provided by the Contractor. With this Amendment, EQ Health will conduct all PASRR Level II Evaluations, while the Contractor authorizes and provides OBRA-SS services.

5. MODIFICATIONS

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

- A. Exhibit A, Statement of Work, Section 6.16.11., Omnibus Budget Reconciliation Act of 1987 Specialized Services (OBRA-SS), is hereby deleted in its entirety and replaced with the following:

6.16.11. Omnibus Budget Reconciliation Act of 1987 Specialized Services (OBRA-SS)

- 6.16.11.1. The Contractor shall provide or arrange for the provision of OBRA-SS to any individual where the Pre-Admission Screening and Resident Review (PASRR) Level II Evaluation identified the need for placement into a nursing facility and need for additional specialized services. The Contractor shall ensure that OBRA-SS are related to the individual's intellectual or developmental disability or related condition and individualized to the resident's needs.
- 6.16.11.2. The Contractor shall review the PASRR Level II Evaluations and the Notice of Determination received from the State Intellectual Disability Authority (SIDA) prior to developing an OBRA-SS Individual Support Plan or providing services.
- 6.16.11.3. The Contractor shall not utilize OBRA-SS funds to purchase mental health related services. The Contractor shall seek provision of, or payment for, mental

health services for those individuals through the Medicaid-funded mental health system or other local sources of funding.

- 6.16.11.4. The Contractor shall not utilize or authorize OBRA-SS funds to provide or purchase services and supports that are covered and provided by the nursing facility.
- 6.16.11.5. The Contractor shall enroll individuals into OBRA-SS, as long as the individual resides in a nursing facility, demonstrates a need, and agrees to receive services.
- 6.16.11.5.1. Upon receipt of the Notice of Determination from the SIDA, the Contractor shall contact the client to schedule the Service Plan meeting within five (5) business days. The Contractor shall send referrals for OBRA-SS within five (5) Business Days from the staffing date of the Service Plan Meeting.
- 6.16.11.6. The Contractor shall maintain Client records within the Department prescribed system. All changes to OBRA-SS enrollments, shall be entered into the Department prescribed system within ten (10) Business Days of the change. The Department may adjust the number of authorized enrollments based on fluctuating enrollments. If the individual does not receive OBRA-SS within one (1) calendar month the contractor shall inactivate the client's in the Department prescribed system.

B. The table in Exhibit A, Statement of Work, Section 10.2.1. is hereby deleted in its entirety and replaced with the following:

ADMINISTRATIVE RATE TABLE	
DESCRIPTION	Rate
DD AND DELAY DETERMINATION	\$262.57
QUALITY ASSURANCE	\$26.37
LEVEL OF CARE EVALUATION AND DETERMINATION	\$84.09
SIS-A ASSESSMENTS	\$241.10
HCBS-CHRP SUPPORT NEED LEVEL ASSESSMENT	\$151.98

C. Exhibit A, Statement of Work, Sections 11.4 – 11.5 are hereby deleted in their entirety.

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.