

198182

**AMENDMENT TWO TO THE CONTRACT BETWEEN  
THE STATE OF WYOMING, DEPARTMENT OF HEALTH,  
DIVISION OF HEALTHCARE FINANCING AND  
AND  
BLUE CROSS AND BLUE SHIELD OF WYOMING**

1. **Parties.** This Amendment is made and entered into by and between the State of Wyoming, Department of Health, Division of Healthcare Financing (Agency), whose address is: 6101 Yellowstone Road, Suite 210, Cheyenne, WY 82002 and Blue Cross and Blue Shield of Wyoming (Contractor), whose address is: P. O. Box 2266, Cheyenne, WY 82003.
2. **Purpose of Amendment.** This Amendment shall constitute the second amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: increase the total Contract dollar amount for an additional two months at the 2018/2019 premium rate by two million, four hundred eighty-four thousand, six hundred thirty dollars (\$2,484,630.00) to nineteen million, eight hundred seventy-seven thousand, thirty-eight dollars (\$19,877,038.00).

Amendment One, dated October 7, 2019, increased the total Contract dollar amount for two months at the 2018/2019 premium rate by two million, four hundred eighty-four thousand, six hundred thirty dollars (\$2,484,630.00) to seventeen million, three hundred ninety-two thousand, four hundred eight dollars (\$17,392,408.00).

The original Contract, dated June 28, 2018, required the Contractor provide and implement Benefit and Claims Administration of the Kid Care CHIP Program for a total Contract amount for fifteen (15) months not to exceed fourteen million, nine hundred seven thousand, seven hundred seventy-eight dollars (\$14,907,778.00) with an expiration date of September 30, 2020.

3. **Term of the Amendment.** This Amendment shall commence on December 1, 2019, or upon the date the last required signature is affixed hereto, whichever is later (Effective Date), and shall remain in full force and effect through the term of the Contract, as amended, unless terminated at an earlier date pursuant to the provisions of the Contract, or pursuant to federal or state statute, rule, or regulation.
4. **Amendments.**
  - A. The second and third sentences of Section 4.A. of the original Contract are hereby amended to read as follows:

“Total payment under this Contract is for nineteen (19) months and shall not exceed nineteen million, eight hundred seventy-seven thousand, thirty-eight dollars (\$19,877,038.00). The parties may negotiate rates to be effective on or after February 1, 2020.”
5. **Amended Responsibilities of the Contractor.**

Responsibilities of the Contractor have not changed.

**6. Amended Responsibilities of the Agency.**

Responsibilities of the Agency have not changed.

**7. Special Provisions.**

**A. Same Terms and Conditions.** With the exception of items explicitly delineated in this Amendment, all terms and conditions of the original Contract, and any previous amendments, between the Agency and the Contractor, including but not limited to sovereign immunity, shall remain unchanged and in full force and effect.

**B. Counterparts.** This Amendment may be executed in counterparts. Each counterpart, when executed and delivered, shall be deemed an original and all counterparts together shall constitute one and the same Amendment. Delivery by the Contractor of an originally signed counterpart of this Amendment by facsimile or PDF shall be followed up immediately by delivery of the originally signed counterpart to the Agency.

**8. General Provisions.**

**A. Entirety of Contract.** The original Contract, consisting of thirteen (13) pages; Attachment A, Statement of Work, consisting of sixteen (16) pages; Attachment B, Service Level Agreement, consisting of eighteen (18) pages; Attachment C, Business Associate Agreement, consisting of six (6) pages; Amendment One, consisting of three (3) pages; and this Amendment Two, consisting of three (3) pages, represent the entire and integrated agreement between the parties and supersede all prior negotiations, representations, and agreements, whether written or oral.

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9. **Signatures.** The parties to this Amendment, through their duly authorized representatives, have executed this Amendment on the dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this Amendment.

This Amendment is not binding on either party until approved by A&I Procurement and the Governor of the State of Wyoming or his designee, if required by Wyo. Stat. § 9-2-1016(b)(iv).

**AGENCY:  
THE STATE OF WYOMING, DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE  
FINANCING**

  
\_\_\_\_\_  
Michael A. Ceballos, Director

12/04/19  
Date

  
\_\_\_\_\_  
Jeri Hendricks, JD, Administrator

12-4-19  
Date

  
\_\_\_\_\_  
Teri Green, State Medicaid Agent

12-2-19  
Date

**CONTRACTOR:  
BLUE CROSS AND BLUE SHIELD OF WYOMING**

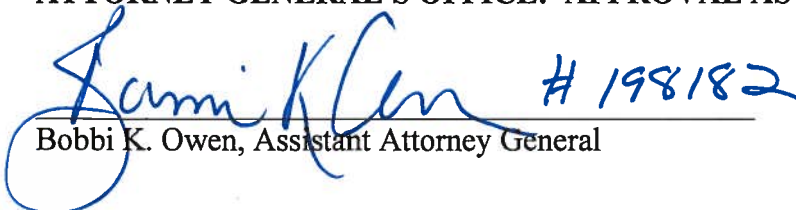
  
\_\_\_\_\_  
Diane Gore, President and CEO

12/2/19  
Date

  
\_\_\_\_\_  
Lois Huff, Chief Financial Officer

12/2/19  
Date

**ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM**

  
\_\_\_\_\_  
Bobbi K. Owen, Assistant Attorney General

11/25/19  
Date