

215297

**AMENDMENT ONE TO THE INFORMATION TECHNOLOGY (IT) CONTRACT
BETWEEN
WYOMING DEPARTMENT OF HEALTH, DIVISION OF HEALTHCARE FINANCING
AND
MAGELLAN HEALTHCARE, INC.**

1. **Parties.** The parties to this Contract are Wyoming Department of Health, Division of Healthcare Financing (Agency), whose address is: Herschler Building 122 West 25th Street, Cheyenne, Wyoming 82002, and Magellan Healthcare, Inc. (Contractor), whose address is: 14100 Magellan Plaza, Maryland Heights, Missouri 63043.
2. **Purpose of Amendment.** This Amendment shall constitute the first amendment to the Contract between the Agency and the Contractor. The purpose of this Amendment is to: a) amend the fee schedule; b) amend the Suspension and Debarment provision; c) amend the Contractor's address; and d) amend the responsibilities of the Contractor by replacing Attachment A, Statement of Work, with Attachment A-1, Revised Statement of Work.

The original Contract, dated December 17, 2020, required the Contractor to provide CME services to Medicaid children and youth with serious mental and behavioral health challenges for a total Contract amount of thirty-one million, six hundred eighty-two thousand, two hundred ninety-eight dollars (\$31,682,298.00) with an expiration date of June 30, 2025.

3. **Term of the Amendment.** This Amendment shall commence upon the date the last required signature is affixed hereto (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 fee schedule in Section 4.C. of the original Contract is hereby amended to read as follows:

Service	Unit	Procedure Code	Provider Reimbursement Per Unit
Family Care Coordination	15 min.	T1016	\$18.32
Family Support Partner (individual)	15 min.	H0038+UK	\$14.04
Family Support Partner (group)	15 min.	H0038+UK+HQ	\$7.02
Youth Support Partner (individual)	15 min.	H0038	\$14.04

Youth Support Partner (group)	15 min.	H0038+HQ	\$7.02
Respite	15 min.	T2027	\$4.21
Youth and Family Training (individual)	15 min	T1027	\$14.04
Youth and Family Training (group)	15 min	T1027+HQ	\$7.02

B. Section 7.N. of the original Contract is hereby amended in its entirety to read as follows:

“N. Suspension and Debarment. By signing this Contract, the Contractor agrees to prohibit the use of any principals/agents (including employees, subcontractors, network providers, or persons with ownership of five (5) percent or more of the Contractor’s equity) and any affiliates presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction, from participating in procurement activities under the Federal Acquisition Regulation (FAR), or from receiving federal financial or nonfinancial assistance, nor are any of the participants involved in the execution of this Contract suspended, debarred, or voluntarily excluded by any federal department or agency in accordance with Executive Order 12549 (Debarment and Suspension), 44 C.F.R. Part 17, 2 C.F.R. Part 180, 42 C.F.R. 438.610 and 42 C.F.R. 457.935, or are on the debarred, or otherwise ineligible, vendors lists maintained by the federal government, including any federal health care program under Section 1128 or 1128A of the Social Security Act.

Further, the Contractor agrees to notify the Agency through a written disclosure submitted by certified mail should their principals/agents (as defined above) or their affiliates become ineligible for payment, debarred, suspended, or voluntarily excluded from receiving federal funds during the term of this Contract. If the Agency learns that the Contractor has a prohibited relationship with an individual or entity excluded from participation in any Federal health care program under section 1128 or 1128A of the Social Security Act, the Agency shall not continue, renew, or extend the existing agreement unless the Secretary provides to the Agency and to Congress a written statement describing compelling reasons that exist for renewing or extending the agreement despite the prohibited affiliation.”

C. The Contractor’s address is hereby amended as follows:

“14100 Magellan Plaza, Maryland Heights, Missouri 63043.”

5. **Amended Responsibilities of the Contractor.**

- A. As of the Effective Date of this Amendment, Attachment A, Scope of Work, which was attached to the original Contract, is superseded and replaced by Attachment A-1, Revised Scope of Work, which is attached to this Amendment and incorporated into the original Contract by this reference. All references to "Attachment A" in the original Contract, and in any amendments thereto, are amended to read: "Attachment A-1".

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 twenty-two (22) pages; Attachment A, Statement of Work, consisting of eighty-five (85) pages; Attachment B, Business Associate Agreement, consisting of six (6) pages; this Amendment One, consisting of four (4) pages; and Attachment A-1, Revised Statement of Work, consisting of eighty-five (85) pages, represent the entire and integrated Contract 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:

Wyoming Department of Health, Division of Healthcare Financing


Stefan Johansson, Interim Director

10/25/21
Date


Teri Green, State Medicaid Agent

10-25-31
Date

CONTRACTOR:

Magellan Healthcare, Inc.


John Littell, SVP, Public Sector Markets
Employee ID number: 52-2135463

10/21/2021
Date

ATTORNEY GENERAL'S OFFICE: APPROVAL AS TO FORM

 #215297
Tyler M. Renner, Senior Assistant Attorney General

10-18-2021
Date

Contract #: **215297**

Entry Date: 8/4/2021 10:54:23 AM

Department: Wyoming Department of Health, Medicaid

Agency Contact: Flores, Jolene

Phone: 777-6029

Other Agency Contact: Lisa Brockman

Client Comments: 2 signature pages

Contractor/Vendor Name: Magellan Healthcare, Inc.

Contract Title: Magellan CME Amendment
One

Contract Type: IT Amendment (routes to
OCIO first)

Contract Amount: 0

Contract Effective Date:

Contract Expiration Date: 6/30/2025 12:00:00 AM

Status: AG Approved as to Form

RETURN VIA: Ink Signature - Pick-up

Assigned Attorney: Tyler Renner

WYOMING ATTORNEY
GENERAL'S OFFICE

OCT 05 2021

Tyler M. Renner
APPROVED AS TO FORM

☆ w/edits ☆

See note in Cobblestone

900 Series

WYOMING ATTORNEY
GENERAL'S OFFICE

OCT 18 2021

Tyler M. Renner
APPROVED AS TO FORM

RFP #

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09/07/2021