

**CONTRACT AMENDMENT NO. 1**

Original Contract Routing Number 14-64254

**1. PARTIES**

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between HP Enterprise Services, LLC, 5400 Legacy Drive, Plano, TX 75024, (hereinafter called "Contractor"), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called "Department" or "State.").

**2. EFFECTIVE DATE AND ENFORCEABILITY**

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date.") The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

**3. FACTUAL RECITALS**

The Parties entered into the Contract to develop and install the Colorado interchange and to provide services related to the Colorado interchange. The purpose of this Amendment is to update the payments to Contractor, add requirements for a Provider Enrollment Extract and update Exhibit E with payment information pertaining to the Provider Enrollment Extract.

**4. CONSIDERATION**

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

**5. LIMITS OF EFFECT**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

**6. MODIFICATIONS**

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

**A. Section 7, PAYMENTS TO CONTRACTOR, Subsection A, Maximum Amount, is hereby deleted in its entirety and replaced with the following:**

**A. Maximum Amount**

The maximum amount payable under this Contract to Contractor by the State is shown in the following table, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit E**, Compensation and Quality Maintenance Payments. The maximum amount payable by the State to Contractor is:

State Fiscal Year 2013-14	\$9,201,096.00
State Fiscal Year 2014-15	\$25,491,547.00
State Fiscal Year 2015-16	\$25,851,971.00
State Fiscal Year 2016-17	\$29,047,276.00
State Fiscal Year 2017-18	\$21,705,383.00
State Fiscal Year 2018-19	\$20,751,875.00
State Fiscal Year 2019-20	\$20,582,019.00
State Fiscal Year 2020-21	\$20,451,659.00
State Fiscal Year 2021-22	\$6,831,706.33
<b>Total for All State Fiscal Years</b>	<b>\$179,914,532.33</b>

The State Fiscal Year amounts in the table in this section are based on State appropriations. Based on the timing of the invoicing and payment, the Contractor may receive amounts paid in a different State Fiscal Year than when the amounts were actually earned by the Contractor.

Any changes to the maximum amount payable under the Contract or Quality Maintenance Payments Specified in Exhibit E, shall require a formal written amendment, in accordance with State Fiscal Rules and State Controller Policies and Guidelines.

**B. Exhibit C, REQUIREMENTS, Section 91, PROVIDER ENROLLMENT EXTRACT, is hereby added as follows:**

**91. PROVIDER ENROLLMENT EXTRACT**

91.1. Reference #HPA1-2016-1: The Contractor shall create and submit for Department approval an electronic Provider Enrollment Extract which shall contain the Provider information that the Contractor receives from the Colorado interChange Provider Enrollment Portal. The Provider Enrollment Extract shall:

- 91.1.1. Extract Provider information in a manner that requires minimal translation to Legacy System provider codes.
- 91.1.2. Run via batch process and be transmitted to the Legacy System contractor via Secure File Transfer Protocol (SFTP) once per week as directed by the Department.
- 91.1.3. Utilize a single file layout to label each Provider sent to the Legacy System contractor. The Contractor shall ensure that:
  - 91.1.3.1. "A" indicates: add for new Providers.
  - 91.1.3.2. "P" indicates: Provider passed ACA Provider Screening Rules and was re-enrolled.

- 91.1.3.3. "F" indicates: Provider failed ACA Provider Screening Rules and was not re-enrolled.
- 91.1.4. Provide the Legacy System contractor with a crosswalk for all provider types, upon request by the Department.
- 91.1.5. Ensure that no delay or cost overrun results in an additional payment to the Contractor by the Department.
- 91.1.6. Include in the Weekly Status Report the date each Provider Enrollment Extract was run and the date each Provider Enrollment Extract was sent to the Legacy System contractor.
- 91.1.7. Be subject to the review and approval process in Exhibit A, Section 5.1.2. except that the Contractor shall not be required to submit a Deliverable Expectation Document, unless otherwise directed by the Department.
- 91.1.7.1. The Contractor shall deliver the initial Provider Enrollment Extract to the Department and upon approval the Contractor shall deliver the initial Provider Enrollment Extract to the Legacy System contractor.
- 91.1.7.2. All subsequent Provider Enrollment Extracts shall be sent to the Department and the Legacy System contractor, but do not need to be approved by the Department first, unless otherwise directed by the Department.
- 91.1.8. Deliverable: Provider Enrollment Extract
- 91.1.9. Due: Three (3) calendar months after Amendment 1's Effective Date and continuing weekly until notified in writing by the Department to stop.

**C. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.5, Provider Enrollment Extract, is hereby added as follows:**

**1.1.5. Provider Enrollment Extract**

- 1.1.5.1. The Department shall pay the Contractor fifty nine thousand four hundred seventy seven dollars (\$59,477.00) upon the Department's acceptance and approval of the initial Provider Enrollment Extract.
- 1.1.5.2. The Contractor shall not receive a payment for any Provider Enrollment Extract other than the initial Provider Extract.

**D. Exhibit A, STATEMENT OF WORK, Section 7, Quarterly Milestones, Subsection 7.2. is hereby deleted in its entirety and replaced with the following:**

- 7.2. The Contractor shall complete all Quarterly Milestones contained in the most recently approved Project Management Plan in the calendar quarter listed for that Quarterly Milestone. The Parties may change any future Quarterly Milestone by modifying the Project Management Plan. The

Parties may not modify any Quarterly Milestone after the calendar quarter in which the Contractor was required to meet that Quarterly Milestone has begun.

**7. START DATE**

This Amendment shall take effect on its Effective Date.

**8. ORDER OF PRECEDENCE**

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

**9. AVAILABLE FUNDS**

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.


**CONTRACTOR:**

HP Enterprise Services, LLC

**STATE OF COLORADO:**

John W. Hickenlooper, Governor

By: Ruth Bryson  
Signature of Authorized Officer

By:   
Susan E. Birch, MBA, BSN, RN  
Executive Director  
Department of Health Care Policy and  
Financing

Date: 7-29-15

Date: 8/3/15

Ruth Bryson  
Printed Name of Authorized Officer

**LEGAL REVIEW:**  
Cynthia H. Coffman, Attorney General

Account Executive  
Printed Title of Authorized Officer

By: N/A  
Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

**STATE CONTROLLER:**

Robert Jaros, CPA, MBA, JD

By:   
Department of Health Care Policy and Financing

Date: 8/3/15

