

CONTRACT AMENDMENT NO. 2

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 (HPES), 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 make modifications to the scope of work that are necessary prior to Go-Live.

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	\$26,629,712.00
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
Total for All State Fiscal Years	\$180,692,273.33

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, Sections 40.15. through 40.15.1. are hereby added as follows:

40.15. Reference #HPA2-2016 (SCR 36264): The Contractor shall provide an Internet-facing site to provide Internet access to the Colorado interChange system environment, including VITAL and the Bridge, for up to 3,500 case managers. The Contractor shall provide any hardware, software, installation, testing, promoting updates to the production environment, as well as an initial load and configuration of accounts for the 3,500 end users. The Contractor shall provide this Internet access instead of requiring the case managers to log into a VPN tunnel to reach the Medicaid Enterprise User Provisioning System (MEUPS) Single Sign-On solution.

While this initiative provides Internet access into the environment that includes the Colorado interChange and VITAL systems, it does not include the 3,500 VITAL end user licenses needed for the case managers to access the VITAL tool.

40.15.1. Reference #HPA2-2016 (SCR 36264): The Contractor shall complete Section 40.15 within six months of amendment execution.

C. Exhibit C, REQUIREMENTS, Sections 45.16.1.2 through 45.16.1.3. are hereby added as follows:

45.16.1.2. Reference #HPA2-2016 (SCR 35283): The Contractor shall remove the edit(s) that rejects or sends a warning message if the address of an Address Confidentiality

Program (ACP) client is sent to the Colorado interChange system from CBMS. The Contractor shall add the provided mailing address of ACP clients to the Colorado interChange eligibility file with no warnings to CBMS. Because the Contractor is removing the edit, if an ACP client's real address is sent from CBMS, it will be stored in the Colorado interChange system's database and vulnerable to misuse by downstream processes.

- 45.16.1.3. Reference #HPA2-2016 (SCR 35283): The Contractor shall complete Section 45.16.1.2. as part of Implementation Contract Stage II.

D. Exhibit C, REQUIREMENTS, Sections 48.2.1.2. through 48.2.1.5., are hereby added as follows:

- 48.2.1.2. Reference #HPA2-2016 (SCR 34636): The Contractor shall make and implement all necessary programming and coding changes to provide full-file replacement extract with each weekly transmission of the weekly Buy-In extract for CBMS.
- 48.2.1.3. Reference #HPA2-2016 (SCR 34636): The Contractor shall identify and include in the weekly Buy-In extract for CBMS all client records which have had Medicare Buy-In Part A and Part B data received or sent at any time within two (2) years of the extract's generation.
- 48.2.1.4. Reference #HPA2-2016 (SCR 36260): The Contractor shall make and implement all necessary programming and coding changes to generate a State Managed Care Network (SMCN) managed care enrollment span for retroactive enrollment begin dates prior to the Colorado interChange go-live date.
- 48.2.1.5. Reference #HPA2-2016: The Contractor shall complete Sections 48.2.1.2. through 48.2.1.4. as part of Implementation Contract Stage II.

E. Exhibit C, REQUIREMENTS, Sections 51.1.1.1.2. through 51.1.1.1.4., are hereby added as follows:

- 51.1.1.1.2. Reference #HPA2-2016 (SCR 34113): The Contractor shall make and implement all necessary programming and coding changes to add a new Provider Type/Provider Specialty of Certified Genetic Counselor.
- 51.1.1.1.3. Reference #HPA2-2016 (SCR 34117): The Contractor shall make and implement all necessary programming and coding changes for claims processing for the Provider Type/Provider Specialty of Certified Genetic Counselor.
- 51.1.1.1.3.1. Reference #HPA2-2016 (SCR 34117): The Department will not require pricing, audit, copay, disposition, Provider Type/Provider Specialty group, Prior Authorization matching logic, nor financial fund code changes for SCR 34117.
- 51.1.1.1.4. Reference #HPA2-2016: The Contractor shall complete Sections 51.1.1.1.2. through 51.1.1.1.3 as part of Implementation Contract Stage II.

F. Exhibit C, REQUIREMENTS, Sections 72.1.1.2 and 72.1.1.4., are hereby added as follows:

- 72.1.1.2. Reference #HPA2-2016 (SCR 35777): The Contractor shall make and implement all necessary programming and coding changes to activate passive enrollment for Denver Health. The Contractor shall make and implement all trigger and template changes to allow for the implementation of additional notices related to Denver Health through the letter generator tool.
- 72.1.1.3. Reference #HPA2-2016 (SCR 35777): The Contractor shall add the Denver Health Medicaid Choice plan to the disenrollment hierarchy and analyze all applicable managed care business rules to ensure proper disposition.
- 72.1.1.4. Reference #HPA2-2016 (SCR 35777): The Contractor shall complete Sections 72.1.1.2. through 72.1.1.3. as part of Implementation Contract Stage II.

G. Exhibit C, REQUIREMENTS, Sections 72.9, 72.9.1 and 72.9.2, are hereby deleted in entirety and replaced with Sections 72.9. through 72.9.5 as follows:

- 72.9. Reference #HPA2-2016 (SCR 33798): The Contractor shall make and implement all necessary programming and coding changes to the auto-assignment function in the Colorado interChange system that will generate both Regional Care Collaborative Organization (RCCO) and Primacy Care Medical Provider (PCMP) enrollment spans as specified by the Department. The Contractor's processing and calculations performed on the data received from the BIDM system are limited to those associated with enrollment spans.
- 72.9.1 Reference #HPA2-2016 (SCR 33798): Colorado interChange system shall retrieve the ACC Eligibility/PCMP files transferred from the BIDM system on a schedule mutually agreed upon by the Department and the Contractor.
- 72.9.2 Reference #HPA2-2016 (SCR 33798): The Colorado interChange system shall read, parse and validate the ACC Eligibility/PCMP files transferred from the BIDM system.
- 72.9.3 Reference #HPA2-2016 (SCR 33798): The Colorado interChange system shall build a table to store the ACC Eligibility/PCMP files transferred from the BIDM system.
- 72.9.4 Reference #HPA2-2016 (SCR 33798): The Contractor shall develop a process to report and send back to the BIDM contractor or the BIDM system any errors for the ACC Eligibility/PCMP files that were discovered during the interface process.
- 72.9.5 Reference #HPA2-2016: The Contractor shall complete Sections 72.9. through 72.9.4 as part of Implementation Contract Stage II.

H. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.6, Contract Amendment No. 2, is hereby added as follows:

- 1.1.6. Reference #HPA2-2016: The Contractor shall be paid for work described under Contract Amendment No. 2 by submitting an invoice on a monthly basis for the actual hours worked per position title on each enhancement project and for any individual item listed upon purchase, installation, implementation, provision, and/or completion, as applicable, in the amount specified for any enhancement project. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices. At the completion of an enhancement project the total amount invoiced for each enhancement project shall in no circumstance exceed the Total Project Cost amount listed in Contract Amendment No. 2 for that particular enhancement project.

ENHANCEMENT PROJECT	TOTAL PROJECT COST								
Exhibit C, Sections 40.15. through 40.15.1 (SCR 36264) \$271,103.00 of the \$425,433.00 is comprised of the following individual items: <table border="1"> <tr> <td>MEUPS - Internet Accessibility Software, Installation and Support</td><td>\$98,882.00</td></tr> <tr> <td>Virtual Machine and Blade Hardware, Installation, and Hosting</td><td>\$146,471.00</td></tr> <tr> <td>Software Charges (ArcSite, McAfee, Windows Data Center)</td><td>\$25,750.00</td></tr> <tr> <td>TOTAL</td><td>\$271,103.00</td></tr> </table> \$154,330.00 will be invoiced based on actual hours worked	MEUPS - Internet Accessibility Software, Installation and Support	\$98,882.00	Virtual Machine and Blade Hardware, Installation, and Hosting	\$146,471.00	Software Charges (ArcSite, McAfee, Windows Data Center)	\$25,750.00	TOTAL	\$271,103.00	\$425,433.00
MEUPS - Internet Accessibility Software, Installation and Support	\$98,882.00								
Virtual Machine and Blade Hardware, Installation, and Hosting	\$146,471.00								
Software Charges (ArcSite, McAfee, Windows Data Center)	\$25,750.00								
TOTAL	\$271,103.00								
Exhibit C, Sections 45.16.1.2. through 45.16.1.3. (SCR 35283)	\$28,321.00								
Exhibit C, Sections 48.2.1.1.1. through 48.2.1.1.3. (SCR 34636 and SCR 36260)	\$94,177.00								
Exhibit C, Sections 51.1.1.1.2. through 51.1.1.1.4 (SCR 34113 and SCR 34117)	\$41,146.00								
Exhibit C, Sections 72.1.1.2. through 72.1.1.4. (SCR 35777)	\$28,198.00								
Exhibit C, Sections 72.9. through 72.9.5 (SCR 33798)	\$160,466.00								
AMENDMENT 2 TOTAL ENHANCEMENT PROJECT COSTS	\$777,741.00								

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: 6/6/2016

Date: 6/8/16

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: 6/12/16

