

**CONTRACT AMENDMENT NO. 3**

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	\$25,851,971.00
State Fiscal Year 2016-17	\$30,149,262.00
State Fiscal Year 2017-18	\$21,939,215.00
State Fiscal Year 2018-19	\$20,831,519.00
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>\$181,329,994.33</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 11.8.4., is hereby deleted in its entirety and replaced with the following:**

11.8.4. Stage: Implementation Contract Stage III

**C. Exhibit C, REQUIREMENTS, Section 13.1.3., is hereby deleted in its entirety and replaced with the following:**

13.1.3. Stage: Implementation Contract Stage III

**D. Exhibit C, REQUIREMENTS, Section 15.1.4., is hereby deleted in its entirety and replaced with the following:**

15.1.4. Stage: Created – Implementation Contract Stage III; updated in the annual Ongoing Operations and Enhancement Contract Stages

**E. Exhibit C, REQUIREMENTS, Section 15.2.7., is hereby deleted in its entirety and replaced with the following:**

15.2.7. Stage: Created – Implementation Contract Stage III; updated in the annual Ongoing Operations and Enhancement Contract Stages

**F. Exhibit C, REQUIREMENTS, Sections 40.15.2. through 40.15.4. are hereby added as follows:**

- 40.15.2. Reference #HPA3-2016 (SCR 36264): The Contractor shall provide ongoing password and account support for up to 3,500 case managers for VITAL and the Bridge. The Contractor's ongoing support shall include all of the following:
  - 40.15.2.1. Reference #HPA3-2016 (SCR 36264): Password resetting.
  - 40.15.2.2. Reference #HPA3-2016 (SCR 36264): Setup and configuration of new user accounts.
  - 40.15.2.3. Reference #HPA3-2016 (SCR 36264): Deletion of an existing user account upon notification that a case manager no longer needs access.
- 40.15.3. Reference #HPA3-2016 (SCR 36264): The Contractor shall reply to password and account support requests for VITAL and the Bridge within two (2) Business Days of receipt of the request.
  - 40.15.3.1. Reference #HPA3-2016 (SCR 36264): The Contractor shall reply to password and account support requests between 8:00 AM and 5:00 PM on Business Days.
- 40.15.4. Reference #HPA3-2016 (SCR 36264): The Contractor shall complete Sections 40.15.2. through 40.15.3.1. as part of the Ongoing Operations and Enhancement Contract Stage.

**G. Exhibit C, REQUIREMENTS, Sections 40.16. through 40.16.1. are hereby added as follows:**

- 40.16. Reference #HPA3-2016 (SCR 37491): The Contractor shall make and implement all necessary programming and coding changes to the Bridge application to allow for the entry and capture of temporary Client information for the purpose of creating and completing Pre-Prior Authorizations.
  - 40.16.1. Reference #HPA3-2016 (SCR 37491): The Contractor shall complete Section 40.16. by March 31, 2017. If the Contractor cannot complete Section 40.16. by March 31, 2017, the Contractor shall contact the Department at least ninety (90) calendar days prior to March 31, 2017, to discuss. If an extension of time is needed, the Department may seek a funding extension from CMS, and/or may utilize Enhancement Hours to have this work completed. If an extension of time is granted, the Contractor's invoicing shall not exceed the Total Project Cost in Exhibit E, Section 1.1.7. (Section K of this Amendment), and the Contractor's charging of hours against Enhancement Hours shall not exceed the Contractor's original estimate of 590.61 hours.

**H. Exhibit C, REQUIREMENTS, Sections 40.17. through 40.17.1. are hereby added as follows:**

- 40.17. Reference #HPA3-2016 (SCR 37495): The Contractor shall import and merge Colorado Benefits Management System (CBMS) Client information into the Bridge application.
  - 40.17.1. Reference #HPA3-2016 (SCR 37495): The Contractor shall complete Section 40.17. by March 31, 2017. If the Contractor cannot complete Section 40.17. by March 31, 2017, the Contractor shall contact the Department at least ninety (90)

calendar days prior to March 31, 2017, to discuss. If an extension of time is needed, the Department may seek a funding extension from CMS, and/or may utilize Enhancement Hours to have this work completed. If an extension of time is granted, the Contractor's invoicing shall not exceed the Total Project Cost in Exhibit E, Section 1.1.7. (Section K of this Amendment), and the Contractor's charging of hours against Enhancement Hours shall not exceed the Contractor's original estimate of 421.87 hours.

**I. Exhibit C, REQUIREMENTS, Sections 45.17. through 45.17.5. are hereby added as follows:**

- 45.17. Reference #HPA3-2016 (SCR 36997): The Contractor shall make and implement all necessary programming and coding changes to the Medicare Part D Medicare Modernization Act (MMA) Response File and Territory Beneficiary Query (TBQ) layouts in order for the layouts to comply with the format changes implemented by the Centers for Medicare and Medicaid Services (CMS) in April 2016.
- 45.17.1. Reference #HPA3-2016 (SCR 36997): The Contractor shall make data model changes to account for any structure changes in the files.
- 45.17.2. Reference #HPA3-2016 (SCR 36997): The Contractor shall perform construction and unit testing to make the necessary changes in how the data must be extracted and compared to create the error report.
- 45.17.3. Reference #HPA3-2016 (SCR 36997): The Contractor shall perform system testing to ensure the process functions as intended.
- 45.17.4. Reference #HPA3-2016 (SCR 36997): The Contractor shall perform regression testing to ensure that no related functionality was negatively impacted by these changes.
- 45.17.5. Reference #HPA3-2016 (SCR 36997): The Contractor shall complete Sections 45.17. through 45.17.4. as part of Implementation Contract Stage II.

**J. Exhibit C, REQUIREMENTS, Section 48.2.1.4., is hereby deleted in its entirety and replaced with the following:**

- 48.2.1.4. Reference #HPA2-2016 (SCR 36260): This requirement intentionally deleted.

**K. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.7, Contract Amendment No. 3, is hereby added as follows:**

- 1.1.7. Reference #HPA3-2016: The Contractor shall be paid for work described under Contract Amendment No. 3 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. 3 for that particular enhancement project.

ENHANCEMENT PROJECT	TOTAL PROJECT COST
Exhibit C, Sections 40.15.2. through 40.15.4. (SCR 36264)	\$466,036.00
Ongoing Operations and Enhancement Costs by SFY:	
<b>State Fiscal Year (SFY) Dates</b>	<b>SFY Total</b>
SFY 2016-2017 (11/01/16 – 06/30/17)	\$152,560.00
SFY 2017-2018 (07/01/17 – 06/30/18)	\$233,832.00
SFY 2018-2019 (07/01/18 – 10/31/18)	\$79,644.00
<b>TOTAL</b>	<b>\$466,036.00</b>
Exhibit C, Sections 40.16. through 40.16.1. (SCR 37491)	\$70,909.00
Exhibit C, Sections 40.17. through 40.17.1. (SCR 37495)	\$50,494.00
Exhibit C, Sections 45.17. through 45.17.5. (SCR 36997)	\$50,282.00
AMENDMENT 3 TOTAL ENHANCEMENT PROJECT COSTS	\$637,721.00

**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: 9-14-16

Date: 9/14/16

Ruth Bryson  
Printed Name of Authorized Officer

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

Account Executive  
Printed Title of Authorized Officer

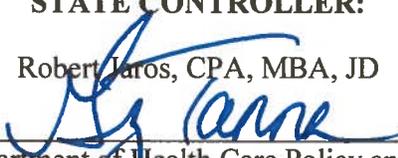
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**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: 9/19/16