

**CONTRACT AMENDMENT NO. 5**

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.

HP Enterprise Services, LLC will be changing its name in its state of incorporation to "Enterprise Services LLC", effective January 1, 2017. Notification of such name change was provided to the State of Colorado on November 15, 2016.

**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. The Table of Contents page description is hereby deleted in its entirety and replaced with the following:

**STATE OF COLORADO**  
**Department of Health Care Policy and Financing Contract with Enterprise Services LLC for Colorado interChange and Services**

**B.** Section 1, Parties, is hereby deleted in its entirety and replaced with the following:

**1. PARTIES**

This Contract (hereinafter called "Contract") is entered into by and between Enterprise Services LLC (ES), 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 the "State" or "Department"). Contractor and the State hereby agree to the following terms and conditions.

**C.** 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	\$29,056,193.00
State Fiscal Year 2017-18	\$25,350,167.00
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>\$183,647,877.33</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.

**D. Section 16, NOTICES AND REPRESENTATIVES, is hereby deleted in its entirety and replaced with the following:**

**16. NOTICES AND REPRESENTATIVES**

Each individual identified below is the principal representative of the designating Party. Unless otherwise required by a specific provision of this Contract, all notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party's principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

**For the State:** Parrish Steinbrecher, Deputy Office Director, Health Information Office  
Department of Health Care Policy and Financing  
1570 Grant Street  
Denver, Colorado 80203  
[Parrish.Steinbrecher@state.co.us](mailto:Parrish.Steinbrecher@state.co.us)

**For Contractor:** Ruth Bryson, Account Executive  
Enterprise Services LLC  
1560 Broadway  
Suite 600  
Denver, CO 80202  
[ruth.bryson@hpe.com](mailto:ruth.bryson@hpe.com)

**E. Exhibit C, REQUIREMENTS, Sections 34.17. through 34.17.21. are hereby added as follows:**

34.17. Reference #HPA5-2016 (SCR 37492): The Contractor shall make and implement all necessary programming and coding changes and system modifications to allow Managed Care enrollment and capitation, rate cell definition, and encounter processing for the CHP+ State Managed Care Network (SMCN) Assignment Plan.

34.17.1. Reference #HPA5-2016 (SCR 37492): The Contractor shall configure the SMCN Assignment Plan to allow both retroactive and ongoing enrollment spans to be generated.

34.17.1.1. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure that any State-designated entities retain the capability to manually enroll, dis-enroll, and modify existing enrollment spans, including retroactive begin dates, through the Managed Care Panels.

34.17.1.2. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure that the converted State Managed Care enrollment spans retain their original enrollment date from the Legacy MMIS upon conversion, however, after conversion into interChange, the system rules may dictate a change in those dates.

- 34.17.2. Reference #HPA5-2016 (SCR 37492): The Contractor shall configure managed care auto-assignment logic to:
  - 34.17.2.1. Reference #HPA5-2016 (SCR 37492): Generate managed care enrollment spans for the SMCN on an ongoing basis.
  - 34.17.2.2. Reference #HPA5-2016 (SCR 37492): Enroll Colorado Child Health Plan Plus (CHP+) prenatal clients in the SMCN for the duration of their pregnancy plus the post-partum period (based on Program Aid Code N2).
  - 34.17.2.3. Reference #HPA5-2016 (SCR 37492): Enroll CHP+ Presumptive Eligible clients in the SMCN for the duration of their Presumptive Eligible period (based on Program Aid Code K2-PE Prenatal, or K7-PE Child).
  - 34.17.2.4. Reference #HPA5-2016 (SCR 37492): Set the end date of the SMCN managed care span to the day before the Managed Care Organization (MCO) enrollment span begins for Non-Prenatal and Non-Presumptive Eligible clients.
- 34.17.3. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure that CHP+ Prenatal and CHP+ Presumptive Eligible Clients are not enrolled in CHP+ Dental (CHP+D) assignment plans.
- 34.17.4. Reference #HPA5-2016 (SCR 37492): The Contractor shall modify system rates to allow new rate cells to be loaded for the SMCN.
- 34.17.5. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure Capitation payments are generated for active SMCN enrollment spans.
- 34.17.6. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure the 834 and 820 transactions will be generated for enrollment and capitation processes for the SMCN.
- 34.17.7. Reference #HPA5-2016 (SCR 37492): The Contractor shall modify the CHP+B Benefit Plan to ensure CHP+ FFS claims are denied.
- 34.17.8. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure SMCN encounters can be received and processed.
- 34.17.9. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure the SMCN will receive the interChange Proprietary Encounter Report.
- 34.17.10. Reference #HPA5-2016 (SCR 37492): The Contractor shall ensure the 270-271 process will identify when a Client is enrolled in the SMCN.
- 34.17.11. Reference #HPA5-2016 (SCR 37492): The Contractor shall modify the end date for the SMCN Managed Care Plan to a date determined by the Department.
- 34.17.12. Reference #HPA5-2016 (SCR 37492): Assumption - There will be one and only one SMCN Managed Care Plan.

- 34.17.13. Reference #HPA5-2016 (SCR 37492): The Contractor shall add previously identified SMCN services to the SMCN Managed Care Plan.
- 34.17.14. Reference #HPA5-2016 (SCR 37492): The Contractor shall add the SMCN to appropriate BPlan groups (e.g. Claims APlan BPlan group, Claims MCPlan BPlan Group, Claims MCPlan/OIPlan inclusion BPlan group)
- 34.17.15. Reference #HPA5-2016 (SCR 37492): Assumption - There is no audit impact for SMCN claims.
- 34.17.16. Reference #HPA5-2016 (SCR 37492): The Contractor shall use existing Colorado interChange pricing methods.
- 34.17.17. Reference #HPA5-2016 (SCR 37492): The Contractor shall use existing Colorado interChange Managed Care Plan coverage rule variables.
- 34.17.18. Reference #HPA5-2016 (SCR 37492): The Contractor shall use existing Colorado interChange CHP+B rates for encounter pricing.
- 34.17.19. Reference #HPA5-2016 (SCR 37492): Assumption - All SMCN services are already in the CHP+B BPlan. (i.e., services in the CHP+M and SMCN MCPlans have to be in the CHP+B BPlan).
- 34.17.20. Reference #HPA5-2016 (SCR 37492): Assumption - All services in the CHP+B BPlan will also be in either the CHP+M MCPlan and/or the SMCN MCPlan, so that no services will pay FFS using CHP+B BPlan.
- 34.17.21. Reference #HPA5-2016 (SCR 37492): The Contractor shall complete Sections 34.17. through 34.17.20. no later than June 30, 2017.

**F. Exhibit C, REQUIREMENTS, Sections 34.18. through 34.18.2. are hereby added as follows:**

- 34.18. Reference #HPA5-2016 (SCR 35977): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Claims subsystem in order to implement Centers for Medicare and Medicaid Services (CMS) Change Request #9201 in the Colorado interChange.
- 34.18.1. Reference #HPA5-2016 (SCR 35977): Change Request #9201 “implements service intensity add-on payments for hospice social worker and nursing visits provided during the last 7 days of life when provided during routine home care. In addition, this instruction will implement two routine home care rates, paying a higher rate in the first 60 days of a hospice election and a lower rate for days 61 and later.”
- 34.18.2. Reference #HPA5-2016 (SCR 35977): The Contractor shall complete Section 34.18. through 34.18.1. no later than June 30, 2017.

**G. Exhibit C, REQUIREMENTS, Sections 39.14. through 39.14.4. are hereby added as follows:**

39.14. Reference #HPA5-2016 (SCR 37619): The Contractor shall make and implement all necessary programming and coding changes and system modifications to modify the Member Portal and the Mobile Application so that a Client may perform a search of only CHP+ Providers, only Medicaid Providers, or both.

39.14.1. Reference #HPA5-2016 (SCR 37619): Assumption – all CHP+B claims will deny FFS claims.

39.14.2. Reference #HPA5-2016 (SCR 37619): Assumption – an association already exists between providers and Managed Care Organizations (MCOs).

39.14.3. Reference #HPA5-2016 (SCR 37619): Assumption – Claims processing is already validating that clients are seeing providers within the associated MCO/Network. Therefore, no changes are needed in claims processing.

39.14.4. Reference #HPA5-2016 (SCR 37619): The Contractor shall complete Sections 39.14. through 39.14.3. no later than June 30, 2017.

**H. Exhibit C, REQUIREMENTS, Section 40.16., is hereby deleted in its entirety and replaced with the following:**

40.16. Reference #HPA3-2016 (SCR 37491): This requirement intentionally deleted.

**I. Exhibit C, REQUIREMENTS, Section 40.17., is hereby deleted in its entirety and replaced with the following:**

40.17. Reference #HPA3-2016 (SCR 37495): This requirement intentionally deleted.

**J. Exhibit C, REQUIREMENTS, Sections 40.18. through 40.18.1. are hereby added as follows:**

40.18. Reference #HPA5-2016 (SCR 37494): The Contractor shall convert the open waiver Prior Authorizations into the Bridge application.

40.18.1. Reference #HPA5-2016 (SCR 37494): The Contractor shall complete Section 40.18. no later than June 30, 2017.

**K. Exhibit C, REQUIREMENTS, Sections 44.9.4. through 44.9.4.5. are hereby added as follows:**

44.9.4. Reference #HPA5-2016 (SCR 37367): The Contractor shall make and implement all necessary programming and coding changes and system modifications to send letters to Clients and Providers as a notification when a Client has incurred out-of-pocket expenses up to the aggregate household limit and individual family members are no longer subject to cost sharing for the remainder of the applicable billing or time period in accordance with 42 CFR 447.56(f)(1)-(3).

- 44.9.4.1. Reference #HPA5-2016 (SCR 37367): The Contractor shall ensure that the Colorado interChange will create a systematic trigger to create electronic correspondences to Clients when the household has met the 5% aggregate copay limit.
- 44.9.4.2. Reference #HPA5-2016 (SCR 37367): The Contractor shall ensure that the Colorado interChange will create a systematic trigger to create hard copy correspondences that are mailed to Clients.
- 44.9.4.3. Reference #HPA5-2016 (SCR 37367): The Contractor shall ensure that the Colorado interChange will create a systematic process to send a response to Providers indicating Clients within the household have met their 5% copay threshold via the HIPAA-compliant 271 transaction.
- 44.9.4.4. Reference #HPA5-2016 (SCR 37367): The Contractor shall invoice the Department for DDI Staff Costs up to \$94,681.00. In the event that the Contractor's DDI Staff Costs exceed \$94,681.00, the Contractor may obtain approval from the Department to utilize Enhancement Hours to have this work completed. The Contractor's invoicing for DDI Staff Costs shall not exceed the Total DDI Staff Costs in Exhibit E, Section 1.1.8 (Section S of this Amendment), and the Contractor's charging of hours for invoicing and for the utilization of Enhancement Hours for DDI Staff Costs shall not exceed the Contractor's original estimate of 1,494.58 hours.
- 44.9.4.5. Reference #HPA5-2016 (SCR 37367): The Contractor shall complete Sections 44.9.4. through 44.9.4.4. no later than June 30, 2017.

**L. Exhibit C, REQUIREMENTS, Sections 45.6.3. through 45.6.3.1. are hereby added as follows:**

- 45.6.3. Reference #HPA5-2016 (SCR 35955): The Contractor shall make and implement all necessary programming and coding changes and system modifications to configure an Exclusion Override function in the Colorado interChange that allows authorized users to override assignment exclusions and facilitate a managed care enrollment for a client.
- 45.6.3.1. Reference #HPA5-2016 (SCR 35955): The Contractor shall complete Section 45.6.3. no later than June 30, 2017.

**M. Exhibit C, REQUIREMENTS, Sections 51.1.1.1.5. through 51.1.1.1.5.1. are hereby added as follows:**

- 51.1.1.1.5. Reference #HPA5-2016 (SCR 37215): The Contractor shall make and implement all necessary programming and coding changes and system modifications to add a new Provider Type/Provider Specialty of Targeted Case Management Agency.
- 51.1.1.1.5.1. Reference #HPA5-2016 (SCR 37215): The Contractor shall complete Section 51.1.1.1.5. no later than June 30, 2017.

**N. Exhibit C, REQUIREMENTS, Sections 51.22. through 51.22.3. are hereby added as follows:**

51.22. Reference #HPA5-2016 (SCR 37619): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Provider Enrollment Tables and Panels to allow Providers to indicate the programs in which they participate.

51.22.1. Reference #HPA5-2016 (SCR 37619): The Contractor shall design this indicator to allow for future development of other programs such that additional distinctions in addition to Medicaid and CHP+ can be defined via transmittal and subsequently added to the indicator.

51.22.2. Reference #HPA5-2016 (SCR 37619): The Contractor shall perform all necessary conversion activity to convert previously-enrolled providers.

51.22.3. Reference #HPA5-2016 (SCR 37619): The Contractor shall complete Sections 51.22. through 51.22.2. no later than June 30, 2017.

**O. Exhibit C, REQUIREMENTS, Sections 57.22. through 57.22.1. are hereby added as follows:**

57.22. Reference #HPA5-2016 (SCR 35175): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Claims subsystem in order to meet the Centers for Medicare and Medicaid Services (CMS) guidelines for the execution order of the National Correct Coding Initiative (NCCI) and Medically Unlikely Edits (MUE) error codes.

57.22.1. Reference #HPA5-2016 (SCR 35175): The Contractor shall complete Section 57.22. no later than June 30, 2017.

**P. Exhibit C, REQUIREMENTS, Sections 59.21.3. through 59.21.3.3. are hereby added as follows:**

59.21.3. Reference #HPA5-2016 (SCR 37584): The Contractor shall make and implement all necessary programming and coding changes and system modifications to modify the way that the Colorado interChange calculates capitation payments for Behavioral Health Organizations (BHOs) such that the modification incorporates pro-ration in the calculation for Clients who are not enrolled with a BHO for an entire month.

59.21.3.1. Reference #HPA5-2016 (SCR 37584): The Contractor shall ensure that the Colorado interChange uses the correct BHO capitation calculation methodology.

59.21.3.2. Reference #HPA5-2016 (SCR 37584): The Contractor shall ensure that if a client is only enrolled in a BHO for part of a month, Fee-For-Service claims can be processed and paid (when appropriate) for any dates in a month when the BHO enrollment span is not active.

59.21.3.3. Reference #HPA5-2016 (SCR 37584): The Contractor shall complete Sections 59.21.3. through 59.21.3.2. no later than June 30, 2017.

**Q. Exhibit C, REQUIREMENTS, Sections 74.37. through 74.37.4. are hereby added as follows:**

74.37. Reference #HPA5-2016 (SCR 34891A): The Contractor shall make and implement all necessary programming and coding changes and system modifications to implement role-based security features within the VITAL Tool for the Preadmission Screening and Resident Review (PASRR) Program. The Contractor shall provide the following levels of role-based security:

74.37.1. Reference #HPA5-2016 (SCR 34891A): PASRR Level 1 – Level 1 Evaluators are able to create and view their clients’ Level 1 Assessments. Level 1 Evaluators can only view the Level 1.5 Assessments for the Level 1 Assessments they created.

74.37.2. Reference #HPA5-2016 (SCR 34891A): PASRR Level 1.5 – Level 1.5 Evaluators can view all of the Level 1 Assessments. Level 1.5 Evaluators can create Level 1.5 Assessments.

74.37.3. Reference #HPA5-2016 (SCR 34891A): PASRR Level 2 – Level 2 Evaluators can view all of the Level 1 and Level 1.5 Assessments. Level 2 Evaluators can create Level 2 Assessments. Level 2 Evaluators can only view the Level 2 Assessments they create.

74.37.3.1. Reference #HPA5-2016 (SCR 34891A): If a Resident Review Evaluator updates a Level 2 Assessment by adding psychotherapy notes, that Level 2 Assessment can only be viewed by the Resident Review Evaluator that added the psychotherapy notes.

74.37.4. Reference #HPA5-2016 (SCR 34891A): The Contractor shall complete Sections 74.37. through 74.37.3.1. no later than June 30, 2017.

**R. Exhibit C, REQUIREMENTS, Sections 74.38. through 74.38.1. are hereby added as follows:**

74.38. Reference #HPA5-2016 (SCR 34891B): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the VITAL Tool Platform to allow member cases to be assigned to multiple member-level security groups.

74.38.1. Reference #HPA5-2016 (SCR 34891B): The Contractor shall complete Section 74.38. no later than June 30, 2017.

**S. Exhibit C, REQUIREMENTS, Sections 75.12. through 75.12.4. are hereby added as follows:**

75.12. Reference #HPA5-2016 (SCR 33713): The Contractor shall make and implement all necessary programming and coding changes and system modifications to display Pharmacy Claim data and Prior Authorization data on the Member Portal, the Provider Portal, and the Member Mobile Application.

75.12.1. Reference #HPA5-2016 (SCR 33713): The Contractor shall make and implement all of the following changes to the Member Portal:

75.12.1.1. Reference #HPA5-2016 (SCR 33713): Add Pharmacy Claims to the HealthCare Member Portal Search Pharmacy page.

- 75.12.1.2. Reference #HPA5-2016 (SCR 33713): Create a HealthCare Member Portal View Pharmacy Claim Details page.
- 75.12.1.3. Reference #HPA5-2016 (SCR 33713): Use existing configuration to hide/display the necessary fields on the View Pharmacy Claim page.
- 75.12.1.4. Reference #HPA5-2016 (SCR 33713): Update labels on the Search Pharmacy and View Pharmacy Claims pages to correspond with the Department's existing terminology.
- 75.12.1.5. Reference #HPA5-2016 (SCR 33713): Enhance the existing HealthCare member Portal View Authorization Response page to display additional field(s) for Pharmacy Prior Authorizations.
- 75.12.2. Reference #HPA5-2016 (SCR 33713): The Contractor shall make and implement all of the following changes to the Provider Portal:
  - 75.12.2.1. Reference #HPA5-2016 (SCR 33713): Enable the existing HealthCare Provider Portal Search Pharmacy and View Pharmacy Claim pages.
  - 75.12.2.2. Reference #HPA5-2016 (SCR 33713): Use existing configuration to hide/display the necessary fields on the View Pharmacy Claim page.
  - 75.12.2.3. Reference #HPA5-2016 (SCR 33713): Update labels on the Search Pharmacy and View Pharmacy Claim pages to correspond with the Department's existing terminology.
  - 75.12.2.4. Reference #HPA5-2016 (SCR 33713): Add additional field(s) to the View Pharmacy Claim page so that all necessary information about the Pharmacy Claim is displayed to the provider.
  - 75.12.2.5. Reference #HPA5-2016 (SCR 33713): Enhance the existing HealthCare Provider Portal View Authorization Response page to display additional field(s) for Pharmacy Prior Authorizations.
- 75.12.3. Reference #HPA5-2016 (SCR 33713): The Contractor shall make and implement all of the following changes to the Member Mobile Application:
  - 75.12.3.1. Reference #HPA5-2016 (SCR 33713): Add Pharmacy Claims to the HealthCare Member Mobile Application Search Pharmacy page.
  - 75.12.3.2. Reference #HPA5-2016 (SCR 33713): Create a HealthCare Member Mobile Application View Pharmacy Claim Details page.
  - 75.12.3.3. Reference #HPA5-2016 (SCR 33713): Use existing configuration to hide/display the necessary fields on the View Pharmacy Claim page.
  - 75.12.3.4. Reference #HPA5-2016 (SCR 33713): Update labels on the Search Pharmacy and View Pharmacy Claim pages to correspond with the Department's existing terminology.

75.12.3.5. Reference #HPA5-2016 (SCR 33713): Enhance the existing HealthCare Member Mobile Application View Authorization Response page to display additional field(s) for Pharmacy Prior Authorizations.

75.12.4. Reference #HPA5-2016 (SCR 33713): The Contractor shall complete Sections 75.12. through 75.12.3.5. no later than June 30, 2017.

**T. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.8, Contract Amendment No. 5, is hereby added as follows:**

1.1.8. Reference #HPA5-2016: The Contractor shall be paid for work described under Contract Amendment No. 5 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. 5 for that particular enhancement project.

ENHANCEMENT PROJECT	TOTAL PROJECT COST
Exhibit C, Sections 34.17. through 34.17.21. (SCR 37492)	\$142,490.00
Exhibit C, Sections 34.18. through 34.18.2. (SCR 35977)	\$83,920.00
Exhibit C, Sections 39.14. through 39.14.4. and Sections 51.22. through 51.22.3. (SCR 37619)	\$177,553.00
Exhibit C, Sections 40.18. through 40.18.1. (SCR 37494)	\$50,494.00
Exhibit C, Sections 44.9.4. through 44.9.4.5. (SCR 37367)	\$94,681.00
Exhibit C, Sections 45.6.3. through 45.6.3.1. (SCR 35955)	\$96,740.00
Exhibit C, Sections 51.1.1.1.5. through 51.1.1.1.5.1. (SCR 37215)	\$60,000.00
Exhibit C, Sections 57.22. through 57.22.1. (SCR 35175)	\$126,211.00
Exhibit C, Sections 59.21.3. through 59.21.3.3. (SCR 37584)	\$71,207.00
Exhibit C, Sections 74.37. through 74.37.4. (SCR 34891A)	\$228,708.00
SCR 34891A is for Commercial Off-the-Shelf (COTS) product enhancements; therefore, \$38,118.00 may be billed each month for a period of six (6) months total.	

Exhibit C, Sections 74.38. through 74.38.1. (SCR 34891B)	\$115,042.00
SCR 34891B is for COTS product enhancements; therefore, \$19,173.66 may be billed each month for a period of six (6) months total.	
Exhibit C, Sections 75.12. through 75.12.4. (SCR 33713)	\$199,056.00
AMENDMENT 5 TOTAL ENHANCEMENT PROJECT COSTS	\$1,446,102.00

**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:**

Enterprise Services LLC f/k/a  
HP Enterprise Services, LLC

**STATE OF COLORADO:**

John W. Hickenlooper, Governor

By: Ruth Bryson  
Signature of Authorized Officer

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

Date: 12-24-16

Date: 12/28/16

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: Robert Jaros  
Department of Health Care Policy and Financing

Date: 12/29/16

