

CONTRACT AMENDMENT NO. 8

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 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 "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 add additional staff resources to augment Contractor's existing operational staff.

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	\$29,560,090.60
State Fiscal Year 2017-18	\$28,580,800.94
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
Total for All State Fiscal Years	\$187,382,408.87

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 23.25. through 23.25.9.1. are hereby added as follows:

23.25. Reference Amendment 8-2017: The Contractor shall provide additional full and part time resources to augment the Contractor's existing operational staff at no cost to the Department. The Contractor is providing these additional resources in addition to Contractor's staffing resources planned for the Ongoing Operations and Enhancement Contract stage. The Contractor shall provide additional resources that include all of the following:

- 23.25.1. Reference Amendment 8-2017: Twenty-four (24) call center agents in addition to the quantity of call center agents that comprise Contractor's Fiscal Agent Operations call center and in addition to the twenty-four (24) call center agents added to the Contract with Contract Amendment No. 6. The additional twenty-four (24) call center agents added with this contract amendment will include four (4) commercial claims call center experts.
- 23.25.2. Reference Amendment 8-2017: Three (3) additional Electronic Data Interchange (EDI) help desk staff.
- 23.25.3. Reference Amendment 8-2017: Three (3) additional escalated claims and payment analysts for handling and resolving escalated issues.
- 23.25.4. Reference Amendment 8-2017: Thirteen (13) additional provider enrollment analysts.
- 23.25.5. Reference Amendment 8-2017: One (1) provider field representative.

- 23.25.6. Reference Amendment 8-2017: One (1) Claims Manager.
- 23.25.7. Reference Amendment 8-2017: One (1) Provider Relations Manager.
- 23.25.8. Reference Amendment 8-2017: One (1) Senior Operations Manager.
- 23.25.9. Reference Amendment 8-2017: Four (4) claims resolution staff resources.
- 23.25.9.1. Reference Amendment 8-2017: The Contractor shall provide staff as described in Sections 23.25. through 23.25.9 as part of the Ongoing Operations and Enhancement Contract Stage and shall continue to do so until the Contractor determines they are no longer needed to handle the excess workload in the areas of provider enrollment, call center and claims resolution. The Contractor shall provide the Department at least seven (7) calendar days' notice before removing resources associated with this Section 23.25 to allow the Department to comment on the Contractor's plan accordingly.

C. Exhibit C, REQUIREMENTS, Sections 23.26. through 23.26.1.5. are hereby added as follows:

- 23.26. Reference Amendment 8-2017: The Contractor shall provide an additional fifteen (15) operational staff resources to augment the Contractor's existing operational staff. The Contractor may provide fewer than fifteen (15) operational staff resources if it is agreed upon by the Department in writing. The work assignments for the operational staff resources shall be mutually agreed upon by the Parties in writing. The Contractor shall conduct all training for the operational staff resources so that they are proficient in all activities and responsibilities of their position.
- 23.26.1. Reference Amendment 8-2017: The Contractor shall invoice the Department for the additional (15) operational staff resources on a monthly basis in the month following the month for which the invoice covers. The Contractor shall only invoice for hours worked by the operational staff resources up to forty (40) hours worked per staff resource during any Monday through Friday weekly time period. The Contractor shall invoice \$27.37 as the hourly rate for each operational staff resource. The Contractor's monthly invoice shall include, at a minimum, all of the following:
 - 23.26.1.2. Reference Amendment 8-2017: Individual unique identifier for each operational staff resource (such as name or employee number).
 - 23.26.1.3. Reference Amendment 8-2017: The total number of hours worked by each individual operational staff resource during the month invoiced.
 - 23.26.1.4. Reference Amendment 8-2017: The total amount invoiced for each individual operational staff resource for the month the invoice covers.
 - 23.26.1.5. Reference Amendment 8-2017: The overall total amount invoiced for the additional (15) operational staff resources for the month the invoice covers.

23.26.1.5.1 Reference Amendment 8-2017: The Contractor shall provide staff as described in Sections 23.26. through 23.26.1.5. as part of the Ongoing Operations and Enhancement Contract Stage as soon as reasonably possible after the Effective Date of this amendment through June 30, 2018, or for a shorter period of time if determined by the Department in writing that the additional staffing resources are no longer needed. The Department will provide written notice giving at least 30 calendar days' advance notice to the Contractor if the staffing resources are no longer needed.

D. Exhibit C, REQUIREMENTS, Sections 23.27. through 23.27.1.6.1. are hereby added as follows:

23.27. Reference Amendment 8-2017: The Contractor shall provide eight (8) provider field representatives to augment the Contractor's existing operational staff. The Contractor may provide fewer than eight (8) provider field representatives if it is agreed upon by the Department in writing. Contractor will provide a list of roles and responsibilities for the provider field representatives for Department review. The roles and responsibilities of the provider field representatives shall be mutually determined by the Parties. The Contractor shall conduct all training for the provider field representatives so that they are proficient in all activities and responsibilities of their position.

23.27.1. Reference Amendment 8-2017: The Contractor shall invoice the Department for the eight (8) provider field representatives on a monthly basis in the month following the month for which the invoice covers. The Contractor shall only invoice for hours worked by the operational staff resources up to forty (40) hours worked per staff resource during any Monday through Friday weekly time period. The Contractor shall invoice \$42.56 as the hourly rate for each provider field representative plus actual travel costs not to exceed a total \$28,568.00 per month for all eight (8) provider field representatives. The Contractor's monthly invoice shall include, at a minimum, all of the following:

23.27.1.2. Reference Amendment 8-2017: Individual unique identifier for each provider field representative (such as name or employee number).

23.27.1.3. Reference Amendment 8-2017: The total number of hours worked by each individual provider field representative during the month invoiced.

23.27.1.4. Reference Amendment 8-2017: The total amount invoiced for each individual provider field representative for the month the invoice covers.

23.27.1.5. Reference Amendment 8-2017: The overall total amount invoiced for actual travel expenses for the additional eight (8) provider field representatives for the month the invoice covers.

23.27.1.6. Reference Amendment 8-2017: The overall total amount invoiced for the additional eight (8) provider field representatives for the month the invoice covers.

23.27.1.6.1.

Reference Amendment 8-2017: The Contractor shall provide staff as described in Sections 23.27. through 23.27.1.6. as part of the Ongoing Operations and Enhancement Contract Stage as soon as reasonably possible after the Effective Date of this amendment through October 31, 2018, or until determined by the Department that the additional staffing resources are no longer needed. The Department will provide written notice giving at least 90 calendar days' advanced notice to the Contractor if the staffing resources are no longer needed.

E. Exhibit C, REQUIREMENTS, Section 84.12. is hereby deleted in its entirety and replaced with the following:

84.12. Reference Amendment 8-2017: The Contractor shall provide twenty-four (24) call center agents as additional call center staff resources to augment the Contractor's existing call center staff following Go-Live as soon as reasonably possible after the Effective Date of this amendment, through June 30, 2018. The Contractor may provide fewer than twenty-four (24) call center agents or provide the additional call center agents for a shorter period of time if it is agreed upon by the Department in writing. The Contractor shall provide one (1) call center supervisor as soon as reasonably possible after the Effective Date of this amendment, through June 30, 2018.

F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.11, Contract Amendment No. 8, is hereby added as follows:

1.1.11. Reference Amendment 8-2017: The Contractor shall be paid for work described under Contract Amendment No. 8 by submitting an invoice on a monthly basis for the actual hours worked per position title (additional operational staff resource, provider field representative, or call center agent), as well as for the actual travel expenses incurred per provider field representative. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices. The total amount invoiced shall in no circumstance exceed the Total Maximum Amount Per Position Title listed in the following table.

Position Title	Hourly Rate	Maximum Monthly Amount	Maximum Number of Months	Total SFY 2017-18 Maximum Amount Per Position Title
Fifteen (15) Additional Operational Staff Resource	\$27.37	\$71,160.63	11	\$782,766.93
Eight (8) Provider Field Representative – Hours Worked	\$42.56	\$59,015.40	11	\$649,169.40
Provider Field Representative – Travel Expenses	N/A	\$28,568.00	11	\$314,248.00
Call Center Supervisor	\$59.84	\$10,352.32	10.5 ¹	\$108,699.36 ¹

Twenty-four (24) Call Center Agent	\$28.75	\$119,597.70	10.5 ¹	\$1,255,775.85 ¹
		TOTALS		\$3,314,849.39
¹ Due to funding provided in Contract Amendment No. 6 this total reflects the time period of August 18, 2017 through June 30, 2018.				

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

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: Ruth Bryson
Signature of Authorized Officer

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

Date: 7-27-17

Date: 7/31/17

Ruth Bryson
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

By: N/A

Account Executive
Printed Title of Authorized Officer

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: [Signature]
Department of Health Care Policy and Financing

Date: 8/1/17

