

**CONTRACT AMENDMENT NO. 9**

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 DXC Technology Services LLC, 1775 Tysons Blvd, Tysons, VA 22102, (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 Section 7, PAYMENTS TO CONTRACTOR; update Section 16, NOTICES AND REPRESENTATIVES; and to make modifications to the scope of work.

**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	\$24,876,103.97
State Fiscal Year 2017-18	\$38,206,662.17
State Fiscal Year 2018-19	\$24,207,527.00
State Fiscal Year 2019-20	\$21,177,467.00
State Fiscal Year 2020-21	\$21,047,107.00
State Fiscal Year 2021-22	\$7,038,399.66
<b>Total for All State Fiscal Years</b>	<b>\$197,097,880.80</b>
Funding Changes in Contract Amendment 9	
State Fiscal Year 2016-17 funds moved to State Fiscal Year 2017-18:	
<ul style="list-style-type: none"> <li>• \$4,225,477.00 Implementation Contract Stage II QMP</li> <li>• \$458,509.63 Balance of funds for four (4) SCRs (SCR 37492, SCR 37619, SCR 37367, and SCR 33713) from Contract Amendment 5 extended in Contract Amendment 9</li> </ul>	
State Fiscal Year 2017-18 funds moved to State Fiscal Year 2018-19:	
<ul style="list-style-type: none"> <li>• \$2,409,000.00 CMS Certification QMP</li> </ul>	
State Fiscal Year 2017-18 Additional Funds:	
<ul style="list-style-type: none"> <li>• \$667,743.00 Funding for three (3) SCRs (SCR 33230, SCR 37591, and SCR 40991)</li> <li>• \$583,132.00 Additional funds for Postage</li> <li>• \$6,100,000.00 Funding for Additional Enhancement Hours</li> </ul>	
State Fiscal Year 2018-19 Additional Funds:	
<ul style="list-style-type: none"> <li>• \$371,560.00 Funding for SCR 40991</li> <li>• \$12,316.00 Funding for SCR 33230</li> <li>• \$583,132.00 Additional funds for Postage</li> </ul>	
State Fiscal Year 2019-20 Additional Funds:	
<ul style="list-style-type: none"> <li>• \$12,316.00 Funding for SCR 33230</li> <li>• \$583,132.00 Additional funds for Postage</li> </ul>	
State Fiscal Year 2020-21 Additional Funds:	
<ul style="list-style-type: none"> <li>• \$12,316.00 Funding for SCR 33230</li> <li>• \$583,132.00 Additional funds for Postage</li> </ul>	
State Fiscal Year 2021-22 Additional Funds:	
<ul style="list-style-type: none"> <li>• \$12,316.00 Funding for SCR 33230</li> <li>• \$194,377.33 Additional funds for Postage</li> </ul>	

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. 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:** Carol Pangborn, Account Executive  
Enterprise Services LLC  
1560 Broadway  
Suite 600  
Denver, CO 80202  
[Carol.Pangborn@dx.com](mailto:Carol.Pangborn@dx.com)

**C. Exhibit A, 4. CONTRACT PERSONNEL, Sections 4.2.2. through 4.2.2.1, are hereby added as follows:**

4.2.2. Reference #Amendment 9-2017: Upon the effective date of Contract Amendment 9 funding was added for State Fiscal Years 2017-18, 2018-19, and 2019-20 in Exhibit E, section 1.1.3.4. for Additional Enhancement Hours to be utilized for system enhancement work to the Colorado interChange and for care and case management. The Additional Enhancement Hours are in addition to the Enhancement Hours required in Exhibit A, sections 4.2 and 4.2.1.

4.2.2.1. Reference #Amendment 9-2017: During State Fiscal Years 2017-18, 2018-19, and 2019-20, the Contractor shall provide the proper number of staff to provide and support the utilization of all Enhancement Hours provided for in Exhibit A, sections 4.2.1., by February 28, 2018, February 28, 2019, and February 28, 2020 for each respective State Fiscal Year.

**D. Exhibit C, REQUIREMENTS, Section 34.17.21. is hereby deleted in its entirety and replaced with the following:**

34.17.21. Reference #HPA5-2016 (SCR 37492) Revised Amendment 9-2017: The Contractor shall complete Sections 34.17. through 34.17.20. no later than June 30, 2018.

**E. Exhibit C, REQUIREMENTS, Section 39.14.4. is hereby deleted in its entirety and replaced with the following:**

39.14.4. Reference #HPA5-2016 (SCR 37619) Revised Amendment 9-2017: The Contractor shall complete Sections 39.14. through 39.14.3. no later than June 30, 2018.

**F. Exhibit C, REQUIREMENTS, Section 44.9.4.5. is hereby deleted in its entirety and replaced with the following:**

44.9.4.5. Reference #HPA5-2016 (SCR 37367) Revised Amendment 9-2017: The Contractor shall complete Sections 44.9.4. through 44.9.4.4. no later than June 30, 2018.

**G. Exhibit C, REQUIREMENTS, Sections 46.5. through 46.5.5., are hereby added as follows:**

46.5. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Colorado interChange to allow Clients to opt out of electronic Explanations of Benefits (EOBs) and instead receive hard copy EOBs via mailing.

46.5.1. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall ensure that all EOBs contain, at a minimum, all of the following:

46.5.1.1. Reference #Amendment 9-2017 (SCR 40991): The name of the Client receiving the service.

46.5.1.2. Reference #Amendment 9-2017 (SCR 40991): The name of the service provider.

- 46.5.1.3. Reference #Amendment 9-2017 (SCR 40991): A description of the service provided.
- 46.5.1.4. Reference #Amendment 9-2017 (SCR 40991): The billing code for the service.
- 46.5.1.5. Reference #Amendment 9-2017 (SCR 40991): The date of service, or range of dates for services, if multiple services are provided in a set period of time, such as personal care services.
- 46.5.1.6. Reference #Amendment 9-2017 (SCR 40991): A clear statement to the Medicaid client that the EOB is not a bill, but is only provided for the client's information and to make sure that a Provider is being reimbursed only for services actually provided.
- 46.5.1.7. Reference #Amendment 9-2017 (SCR 40991): Information regarding at least one verbal and one written method for the Client to report errors in the EOB that are relevant to provider reimbursement.
- 46.5.1.8. Reference #Amendment 9-2017 (SCR 40991): Any other information that the Department determines is useful to the Client or for purposes of discovering administrative or provider error or fraud.
- 46.5.2. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall develop the form and content of the EOBs in conjunction with the Department.
- 46.5.3. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall ensure that EOBs are provided to Clients not less frequently than once every two months, if services have been provided to or on behalf of the Client during that time period.
- 46.5.4. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall provide two (2) Operations staff to process and complete all tasks associated with EOBs.
- 46.5.4.1. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall evaluate the necessity of the two (2) Operations staff and provide a recommendation to the Department regarding the necessity of the two (2) Operations staff within ninety (90) calendar days following the start date of the two (2) Operations staff.
- 46.5.5. Reference #Amendment 9-2017 (SCR 40991): The Contractor shall complete Sections 46.5. through 46.5.4.1. no later than June 30, 2018.

**H. Exhibit C, REQUIREMENTS, Sections 51.23. through 51.23.3. are hereby added as follows:**

- 51.23. Reference Amendment 9-2017 (SCR 37591): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Colorado interChange to add the ability for "Group" enrollment type Providers to be able to include

and/or update their individual affiliations and associations during enrollment and revalidation.

- 51.23.1. Reference Amendment 9-2017 (SCR 37591): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Colorado interChange to add the ability for "Billing Individual" enrollment type Providers to be able to include and/or update their group affiliations and associations during enrollment and revalidation.
- 51.23.2. Reference Amendment 9-2017 (SCR 37591): The Contractor shall make and implement all necessary programming and coding changes and system modifications to the Colorado interChange to allow for "Individual within a Group" enrollment type Providers to include and/or update their group affiliations and associations during enrollment and revalidation.
- 51.23.3. Reference Amendment 9-2017 (SCR 37591): The Contractor's invoicing for Sections 51.23. through 51.23.2. shall not exceed the Total Project Cost in Exhibit E, of this Amendment. If the Contractor cannot complete Sections 51.23. through 51.23.2. within the Total Project Cost in Exhibit E, the Contractor shall contact the Department at least thirty (30) calendar days prior to invoicing for the remainder of the Total Project Cost to discuss. If an increase in the Total Project Cost is needed, the Department may seek additional funding from CMS, and/or may utilize Enhancement Hours to have this work completed.

**I. Exhibit C, REQUIREMENTS, Sections 63.15. through 63.15.2. are hereby added as follows:**

63.15. Reference Amendment 9-2017 (SCR 33230): The Contractor shall perform printing functions for financials within the Colorado interChange system.

63.15.1. Reference Amendment 9-2017 (SCR 33230): The Contractor shall print and mail checks and Internal Revenue Service (IRS) 1099 Forms in accordance with Department policies.

63.15.2. Reference Amendment 9-2017 (SCR 33230): The Contractor shall complete Sections 63.15. and 63.15.1. upon execution of this amendment and continuing as part of the Ongoing Operations and Enhancement Contract Stage.

**J. Exhibit C, REQUIREMENTS, Section 75.12.4. is hereby deleted in its entirety and replaced with the following:**

75.12.4. Reference #HPA5-2016 (SCR 33713) Revised Amendment 9-2017: The Contractor shall complete Sections 75.12. through 75.12.3.5. no later than June 30, 2018.

**K. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.11, Contract Amendment No. 8, the SFY 2017-18 Maximum Amount Per Position Title Total is being replaced for correction only, no additional funds are to be added for this in Contract Amendment No. 9. Section 1.1.11, Contract Amendment No. 8, is hereby deleted in its entirety and replaced with the following:**

1.1.11. Reference Amendment 8-2017, Revised Amendment 9-2017: 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 <sup>1</sup>	\$108,699.36 <sup>1</sup>
Twenty-four (24) Call Center Agent	\$28.75	\$119,597.70	10.5 <sup>1</sup>	\$1,255,775.85 <sup>1</sup>
		<b>TOTAL</b>		<b>\$3,110,659.54</b>
<sup>1</sup> Due to funding provided in Contract Amendment No. 6 this total reflects the time period of August 18, 2017 through June 30, 2018.				

**L. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.12, Contract Amendment No. 9, is hereby added as follows:**

1.1.12. Reference Amendment 9-2017: The Contractor shall be paid for work described under Contract Amendment No. 9 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. 9 for that particular enhancement project.

ENHANCEMENT PROJECT	TOTAL PROJECT COST						
<p>Exhibit C, REQUIREMENTS, Section 34.17.21. Extension of funding from Contract Amendment 5 through State Fiscal Year 2017-18 (SCR 37492)</p> <table border="1" data-bbox="334 617 1036 709"> <tr> <td>Amendment 5 Total for SCR 37492</td> <td>\$142,490.00</td> </tr> <tr> <td>Paid Prior to Contract Amendment 9</td> <td>\$58,743.67</td> </tr> <tr> <td><b>TOTAL REMAINING</b></td> <td><b>\$83,746.33</b></td> </tr> </table> <p>\$58,743.67 deducted from Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2016-17</p> <p>\$83,746.33 added to Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2017-18</p>	Amendment 5 Total for SCR 37492	\$142,490.00	Paid Prior to Contract Amendment 9	\$58,743.67	<b>TOTAL REMAINING</b>	<b>\$83,746.33</b>	<p>\$83,746.33</p>
Amendment 5 Total for SCR 37492	\$142,490.00						
Paid Prior to Contract Amendment 9	\$58,743.67						
<b>TOTAL REMAINING</b>	<b>\$83,746.33</b>						
<p>Exhibit C, REQUIREMENTS, Section 39.14.4. Extension of funding from Contract Amendment 5 through State Fiscal Year 2017-18 (SCR 37619)</p> <table border="1" data-bbox="334 1100 1036 1192"> <tr> <td>Amendment 5 Total for SCR 37619</td> <td>\$177,553.00</td> </tr> <tr> <td>Paid Prior to Contract Amendment 9</td> <td>\$17,563.58</td> </tr> <tr> <td><b>TOTAL REMAINING</b></td> <td><b>\$159,989.42</b></td> </tr> </table> <p>\$17,563.58 deducted from Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2016-17</p> <p>\$159,989.42 added to Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2017-18</p>	Amendment 5 Total for SCR 37619	\$177,553.00	Paid Prior to Contract Amendment 9	\$17,563.58	<b>TOTAL REMAINING</b>	<b>\$159,989.42</b>	<p>\$159,989.42</p>
Amendment 5 Total for SCR 37619	\$177,553.00						
Paid Prior to Contract Amendment 9	\$17,563.58						
<b>TOTAL REMAINING</b>	<b>\$159,989.42</b>						



<p>Exhibit C, REQUIREMENTS, Section 44.9.4.5. Extension of funding from Contract Amendment 5 through State Fiscal Year 2017-18 (SCR 37367)</p> <table border="1" data-bbox="332 310 1023 409"> <tr> <td>Amendment 5 Total for SCR 37367</td> <td>\$94,681.00</td> </tr> <tr> <td>Paid Prior to Contract Amendment 9</td> <td>\$19,766.83</td> </tr> <tr> <td><b>TOTAL REMAINING</b></td> <td><b>\$74,914.17</b></td> </tr> </table> <p>\$19,766.83 deducted from Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2016-17</p> <p>\$74,914.17 added to Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2017-18</p>	Amendment 5 Total for SCR 37367	\$94,681.00	Paid Prior to Contract Amendment 9	\$19,766.83	<b>TOTAL REMAINING</b>	<b>\$74,914.17</b>	\$74,914.17								
Amendment 5 Total for SCR 37367	\$94,681.00														
Paid Prior to Contract Amendment 9	\$19,766.83														
<b>TOTAL REMAINING</b>	<b>\$74,914.17</b>														
<p>Exhibit C, Sections 46.5. through 46.5.5. through State Fiscal Year 2017-18 (SCR 40991)</p> <p>\$670,288.00 of the \$996,162.00 is comprised of the following individual items:</p> <table border="1" data-bbox="332 861 1084 1138"> <tr> <td>Extra Storage for EDMS</td> <td>\$24,000.00</td> </tr> <tr> <td>Letter Production/Processing</td> <td>\$63,156.00</td> </tr> <tr> <td>Postage</td> <td>\$583,132.00</td> </tr> <tr> <td>To be invoiced based on actual hours worked</td> <td>325,874.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$996,162.00</b></td> </tr> <tr> <td>Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table</td> <td>-\$583,132.00</td> </tr> <tr> <td><b>TOTAL WITHOUT POSTAGE</b></td> <td><b>\$413,030.00</b></td> </tr> </table>	Extra Storage for EDMS	\$24,000.00	Letter Production/Processing	\$63,156.00	Postage	\$583,132.00	To be invoiced based on actual hours worked	325,874.00	<b>TOTAL</b>	<b>\$996,162.00</b>	Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table	-\$583,132.00	<b>TOTAL WITHOUT POSTAGE</b>	<b>\$413,030.00</b>	\$413,030.00
Extra Storage for EDMS	\$24,000.00														
Letter Production/Processing	\$63,156.00														
Postage	\$583,132.00														
To be invoiced based on actual hours worked	325,874.00														
<b>TOTAL</b>	<b>\$996,162.00</b>														
Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table	-\$583,132.00														
<b>TOTAL WITHOUT POSTAGE</b>	<b>\$413,030.00</b>														
<p>Exhibit C, Sections 46.5. through 46.5.5. State Fiscal Year 2018-19 (SCR 40991)</p> <p>\$682,288.00 of the \$954,392.00 is comprised of the following individual items:</p> <table border="1" data-bbox="332 1417 1047 1694"> <tr> <td>Extra Storage for EDMS</td> <td>\$36,000.00</td> </tr> <tr> <td>Letter Production/Processing</td> <td>\$63,156.00</td> </tr> <tr> <td>Postage</td> <td>\$583,132.00</td> </tr> <tr> <td>To be invoiced based on actual hours worked</td> <td>272,104.00</td> </tr> <tr> <td><b>TOTAL</b></td> <td><b>\$954,392.00</b></td> </tr> <tr> <td>Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table</td> <td>-</td> </tr> <tr> <td><b>TOTAL WITHOUT POSTAGE</b></td> <td><b>\$371,560.00</b></td> </tr> </table>	Extra Storage for EDMS	\$36,000.00	Letter Production/Processing	\$63,156.00	Postage	\$583,132.00	To be invoiced based on actual hours worked	272,104.00	<b>TOTAL</b>	<b>\$954,392.00</b>	Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table	-	<b>TOTAL WITHOUT POSTAGE</b>	<b>\$371,560.00</b>	\$371,560.00
Extra Storage for EDMS	\$36,000.00														
Letter Production/Processing	\$63,156.00														
Postage	\$583,132.00														
To be invoiced based on actual hours worked	272,104.00														
<b>TOTAL</b>	<b>\$954,392.00</b>														
Postage removed from this total and added to Exhibit E, 1.1.2.1 Maximum Pass-Through Postage Table	-														
<b>TOTAL WITHOUT POSTAGE</b>	<b>\$371,560.00</b>														
<p>Exhibit C, Sections 51.23 through 51.23.4. (SCR 37591)</p>	\$242,397.00														

<p>Exhibit C, Sections 63.15. through 63.15.2. (SCR 33230) Annual amount \$12,316.00 Breakout: \$9,836.00 for Checks \$2,480.00 for 1099s</p> <table border="1"> <tr><td>SFY 2017-18</td><td>\$12,316.00</td></tr> <tr><td>SFY 2018-19</td><td>\$12,316.00</td></tr> <tr><td>SFY 2019-20</td><td>\$12,316.00</td></tr> <tr><td>SFY 2020-21</td><td>\$12,316.00</td></tr> <tr><td>SFY 2021-22 (July 1, 2021-Oct 31, 2021)</td><td>\$4,105.33</td></tr> <tr><td><b>TOTAL</b></td><td><b>\$53,369.33</b></td></tr> </table>	SFY 2017-18	\$12,316.00	SFY 2018-19	\$12,316.00	SFY 2019-20	\$12,316.00	SFY 2020-21	\$12,316.00	SFY 2021-22 (July 1, 2021-Oct 31, 2021)	\$4,105.33	<b>TOTAL</b>	<b>\$53,369.33</b>	\$53,369.00
SFY 2017-18	\$12,316.00												
SFY 2018-19	\$12,316.00												
SFY 2019-20	\$12,316.00												
SFY 2020-21	\$12,316.00												
SFY 2021-22 (July 1, 2021-Oct 31, 2021)	\$4,105.33												
<b>TOTAL</b>	<b>\$53,369.33</b>												
<p>Exhibit C, REQUIREMENTS, Section 75.12.4 Extension of funding from Contract Amendment 5 through State Fiscal Year 2017-18 (SCR 33713)</p> <table border="1"> <tr><td>Amendment 5 Total for SCR 33713</td><td>\$199,056.00</td></tr> <tr><td>Paid Prior to Contract Amendment 9</td><td>\$59,196.29</td></tr> <tr><td><b>TOTAL REMAINING</b></td><td><b>\$139,859.71</b></td></tr> </table> <p>\$59,196.29 deducted from Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2016-17</p> <p>\$139,859.71 added to Section A, PAYMENTS TO CONTRACTOR for State Fiscal Year 2017-18</p>	Amendment 5 Total for SCR 33713	\$199,056.00	Paid Prior to Contract Amendment 9	\$59,196.29	<b>TOTAL REMAINING</b>	<b>\$139,859.71</b>	\$139,859.71						
Amendment 5 Total for SCR 33713	\$199,056.00												
Paid Prior to Contract Amendment 9	\$59,196.29												
<b>TOTAL REMAINING</b>	<b>\$139,859.71</b>												
AMENDMENT 9 TOTAL ENHANCEMENT PROJECT COSTS	\$1,442,216.63												

M. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.2.1., is hereby deleted in its entirety and replaced with Section 1.1.2.1. as follows:

1.1.2.1. Maximum Pass-Through Postage Table

State Fiscal Year	Maximum Annual Pass-Through Postage Amount
SFY 2016-17 (July 1, 2016-June 30, 2017) Reduced original contract amount \$462,367.00 by 50% due to postponement of Go Live to March 1, 2017	\$231,184.00
SFY 2017-18 (July 1, 2017-June 30, 2018) \$462,367.00 plus \$583,132.00 (Reference # Amendment 9-2017 (SCR 40991))	\$1,045,499.00

SFY 2018-19 (July 1, 2018- June 30, 2019) \$462,367.00 plus \$583,132.00 (Reference # Amendment 9-2017 (SCR 40991))	\$1,045,499.00
SFY 2019-20 (July 1, 2019-June 30, 2020) \$462,367.00 plus \$583,132.00 (Reference # Amendment 9-2017 (SCR 40991))	\$1,045,499.00
SFY 2020-21 (July 1, 2020-June 30, 2021) \$462,367.00 plus \$583,132.00 (Reference # Amendment 9-2017 (SCR 40991))	\$1,045,499.00
SFY 2021-22 (July 1, 2021-Oct 31, 2021) \$154,122.33 plus \$194,377.33.00 (Reference # Amendment 9-2017 (SCR 40991))	\$348,499.66

**N. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.3.4. through 1.1.3.6., are hereby added as follows:**

- 1.1.3.4. Reference #Amendment 9-2017: Upon the effective date of Contract Amendment 9 funding was increased for Additional Enhancement Hours and care and case management that are in addition to the Enhancement Hours required in Exhibit A, sections 4.2 and 4.2.1.
- 1.1.3.5. Reference #Amendment 9-2017: The Contractor shall track the use of the Additional Enhancement Hours and submit an invoice for the expended hours on a monthly basis. The Contractor shall submit a monthly invoice for the Additional Enhancement Hours utilizing the hourly rate per Enhancement Project Position provided for in Exhibit E, Section 1.1.3.1., Enhancement Project Rate Table. The Contractor's invoice shall include, at a minimum, all of the following:
  - 1.1.3.5.1. Reference #Amendment 9-2017: The SCR for which Additional Enhancement Hours were utilized.
  - 1.1.3.5.2. Reference #Amendment 9-2017: The number of Additional Enhancement Hours per Enhancement Project Positions per SCR that were utilized during the month of the invoice.
  - 1.1.3.5.3. Reference #Amendment 9-2017: The total amount invoiced for Additional Enhancement Hours for the month of the invoice.
- 1.1.3.6. Reference #Amendment 9-2017: The funding for the Additional Enhancement Hours is as follows:

Date Range	Amount
State Fiscal Year 2017-18, July 1, 2017 through June 30, 2018 for interChange	\$6,100,000.00
TOTAL	\$6,100,000.00

**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:**  
DXC Technology Services LLC

**STATE OF COLORADO:**  
John W. Hickenlooper, Governor

By: Susan Arthur  
Signature of Authorized Officer

By: Tom Massey  
Tom Massey  
Interim Executive Director  
Department of Health Care Policy and  
Financing

Date: 12/28/17

Date: 12/29/17

Susan Arthur  
Printed Name of Authorized Officer

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

Vice President  
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: 12/29/17