

CONTRACT AMENDMENT NO. 10

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 add additional staff and Enhancement Hours.

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	\$28,870,222.42
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
Total for All State Fiscal Years	\$201,760,576.22
<p style="text-align: center;">Funding Changes for Contract Amendment 10</p> <ul style="list-style-type: none"> • Amendment 10 adds \$4,662,695.42 to State Fiscal Year 2019 for the purpose of additional operational staff and additional Enhancement Hours, broken out as follows: <ul style="list-style-type: none"> ○ \$2,450,695.42 for Operations and Maintenance ○ \$2,062,000.00 for Design, Develop, and Implementation (DDI) ○ \$150,000.00 for MAPIR Design, Develop, and Implementation (DDI) 	

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 23.27 are hereby deleted in their entirety and replaced as follows:

23.25. Reference #Amendment 10-2018: 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 10-2018: The Contractor shall provide an additional twenty-four (24) call center agents for a total of thirty-three (33) call center agents (DXC Call Center Agents) as part of its operational staff. The Contractor may hire additional call center agents as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.

- 23.25.1.1. Reference #Amendment 10-2018: In addition, the Contractor shall, under the terms of this Contract, hire an additional twenty-four (24) call center agents (HCPF Call Center Agents) directly funded by the Department. The Contractor shall invoice the hourly rate as provided in section K 1.1.9. for each HCPF Call Center Agents.
- 23.25.1.2. Reference #Amendment 10-2018: The total call center agents shall be maintained at a minimum of fifty-seven (57) through State Fiscal Year 2018-19.
- 23.25.2. Reference #Amendment 10-2018: The Contractor shall provide an additional six (6) provider enrollment analysts and claims and payment analysts for handling and resolving escalated issues for a total of seventeen (17) analysts (DXC Enrollment and Claims Analysts) as part of its operational staff. The Contractor may hire additional provider enrollment analysts and claims and payment analysts as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.
- 23.25.2.1. Reference #Amendment 10-2018: In addition, the Contractor shall, under the terms of this Contract, hire an additional fourteen (14) provider enrollment analysts and escalated claims and payment analysts for handling and resolving escalated issues (HCPF Enrollment and Claims Analysts) directly funded by the Department. The Contractor shall invoice the hourly rate as provided in section K 1.1.9. for each HCPF Enrollment and Claims Analysts.
- 23.25.2.1.1. Reference #Amendment 10-2018: The HCPF Enrollment and Claims Analysts shall be reduced according to the following: fourteen (14) staff in SFY 2018-19 Quarter 1, twelve (12) in SFY 2018-19 Quarter 2, ten (10) in SFY 2018-19 Quarter 3, and to be determined in SFY 2018-19 Quarter 4 based on available funding to be added through a future amendment.
- 23.25.2.2. Reference #Amendment 10-2018: The total Enrollment and Claims Analysts staffing levels (to include DXC-funded and HCPF-funded Enrollment and Claims Analysts) for handling and resolving escalated issues will be maintained at a minimum of thirty-one (31) through State Fiscal Year 2018-19 Quarter 1.
- 23.25.2.2.1. Reference #Amendment 10-2018: The total number of Enrollment and Claims Analysts will be reduced during State Fiscal Year 2018-19 Quarters 2 through 4 based on the reductions in the HCPF Enrollment and Claims Analysts provided in Section 23.25.2.1.1 of this Contract.
- 23.25.3. Reference #Amendment 10-2018: Three (3) additional Electronic Data Interchange (EDI) help desk staff. The Contractor may hire additional EDI help desk staff as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.
- 23.25.4. Reference #Amendment 10-2018: One (1) Call Center Supervisor directly funded by the Department. The Contractor may hire additional Call Center Supervisor staff as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department. The Contractor shall invoice the hourly rate as provided in section K 1.1.9.
- 23.25.5. Reference #Amendment 10-2018: One (1) Claims Manager. The Contractor may hire additional Claims Manager staff as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.

- 23.25.6. Reference #Amendment 10-2018: One (1) Provider Relations Manager. The Contractor may hire additional Provider Relations Manager staff as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.
- 23.25.7. Reference #Amendment 10-2018: One (1) Senior Operations Manager. The Contractor may hire additional Senior Operations Manager staff as part of its operational staff in its discretion, with notification to the Department, with no additional compensation from the Department.
- 23.25.8. Reference #Amendment 10-2018: The Contractor shall provide four (4) Provider Escalation Staff to augment the Contractor's existing operational staff. The Provider Escalation Staff will handle at least the following duties:
 - 23.25.8.1. Reference #Amendment 10-2018: Escalations from the Department.
 - 23.25.8.2. Reference #Amendment 10-2018: Escalations from the Call Center.
- 23.25.9. Reference #Amendment 10-2018: The Contractor shall provide the Department with a Nurse Reviewer directly funded by the Department to review claims with unlisted surgical procedure codes. The Nurse shall be billed up to a maximum of ten (10) hours per week. The Contractor shall invoice the hourly rate as provided in section K 1.1.9. The duties of the Nurse Reviewer will include at least the following.
 - 23.25.9.1. Reference #Amendment 10-2018: Determining the reimbursement price of the surgical procedure code.
 - 23.25.9.2. Reference #Amendment 10-2018: Determining if there is a more accurate surgical procedure code that can be used instead of the unlisted procedure code.
 - 23.25.9.3. Reference #Amendment 10-2018: Review of provider-submitted documentation to ensure the surgical procedure warrants the use of an unlisted procedure code.
- 23.25.10. Reference #Amendment 10-2018: The Contractor shall provide eight (8) provider field representatives to augment the Contractor's existing operational staff. The eight (8) provider field representatives are directly funded by the Department. The Contractor shall invoice the hourly rate as provided in section K 1.1.9. for each provider field representative, plus actual travel costs not to exceed a total as provided in section K 1.1.9 per month for all eight (8) provider field representatives.
 - 23.25.10.1. Reference #Amendment 10-2018: The Contractor shall, prior to hiring each field representative, provide resume of candidate to the Department for review.
 - 23.25.10.2. Reference #Amendment 10-2018: The Contractor shall conduct quarterly surveys by which each Field Representative will be evaluated and measured for performance. Such Provider Surveys shall be created by the Parties and implemented by the Contractor. The Contractor shall report the results of the Provider Survey to the Department by the 15th day of the month following the completion of the quarter. The Department will review the Provider Surveys, and based upon the results and review of each survey, the Contractor shall take any corrective action needed to correct deficient performances.
- 23.25.11. Reference #Amendment 10-2018: 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.

- 23.25.12. Reference #Amendment 10-2018: The Contractor shall provide staff as described in section 23.25 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, 2019, or until determined by the Parties that the additional staffing resources are no longer needed. The Parties, through mutual agreement via a transmittal, will adjust these staffing levels.
- 23.25.12.1. Reference #Amendment 10-2018: The Department will provide written notice giving at least thirty (30) calendar days' advanced notice to the Contractor if the staffing resources directly funded by the Department are no longer needed or if funding past March 31, 2019 will not be available.
- 23.25.12.2. Reference #Amendment 10-2018: The Parties may, through mutual agreement via a transmittal, adjust operational staff resources as needed. However, any decrease in staffing levels will first be made to staffing directly funded by the Department.

C. Exhibit C, REQUIREMENTS, Section 23.32 is hereby added as follows:

23.32. Reference #Amendment 10-2018: The Contractor shall provide the Department with a monthly report on Contractor Personnel staffing. The report will include number of staff and roles of each staff member, including all the operational staff resources provided in Section 23.25 of this Contract.

D. Exhibit C, REQUIREMENTS, Sections 84.12 through 84.12.1.2.3 are deleted in their entirety.

E. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.3.6. is hereby deleted in its entirety and replaced as follows:

1.1.3.6. Reference #Amendment 10-2018: 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
State Fiscal Year 2018-19, July 1, 2018 through June 30, 2019 for interChange	\$2,062,000.00
State Fiscal Year 2018-19 July 1, 2018 through June 30, 2019 for MAPIR hours	\$150,000.00
TOTAL	\$8,312,000.00

F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Sections 1.1.1.5.1. through 1.1.1.5.4.1. are hereby added as follows:

1.1.1.5.1. Reference #Amendment 10-2018: The Contractor shall separately invoice all MAPIR payments, indicating on the invoice "MAPIR HOURS."

- 1.1.1.5.2. Reference #Amendment 10-2018: The Contractor shall invoice for hours worked for operational staff resources that have a specified number of positions in this Contract (as provided in Section 23.25.) by the Department 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 a maximum of forty (40) hours worked per staff resource during any weekly time period. The Contractor's monthly invoice shall include, at a minimum, all of the following:
 - 1.1.1.5.2.1. Reference #Amendment 10-2018: Individual unique identifier for each operational staff resource (such as name or employee number).
 - 1.1.1.5.2.2. Reference #Amendment 10-2018: The total number of hours worked by each individual operational staff resource during the month invoiced.
 - 1.1.1.5.2.3. Reference #Amendment 10-2018: The total amount invoiced for each individual operational staff resource for the month the invoice covers.
 - 1.1.1.5.2.4. Reference #Amendment 10-2018: The overall total amount invoiced for actual travel expenses for the additional eight (8) provider field representatives for the month the invoice covers.
 - 1.1.1.5.2.5. Reference #Amendment 10-2018: The overall total amount invoiced for the operational staff resources for the month the invoice covers.
- 1.1.1.5.3. Reference #Amendment 10-2018: No vacancy in staffing hours will be billed to the Department.
- 1.1.1.5.4. Reference #Amendment 10-2018: If a vacancy in a specified number of positions occurs, the Contractor will continue to pay for the maximum number of staff that the Contractor provides under this Contract such that the Department will receive the vacancy savings. This shall occur with any of the specified position titles and positions funded directly by the Department through this Contact.
 - 1.1.1.5.4.1. Reference #Amendment 10-2018: For example, the Contractor is providing fifty-seven (57) total call center agents through State Fiscal Year 2018-19 as provided through this contract amendment. If one (1) of those positions or any portion of a position is vacant at any point during State Fiscal Year 2018-19, the Contractor shall not invoice the Department for that vacant position or any portion of a position no matter if the position was allocated by the Contractor as DXC Agents or HCPF Agents funded position.

G. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.9, is hereby deleted in its entirety and replaced as follows:

1.1.9 Reference #Amendment 10-2018: The Contractor shall be paid for work described under the Section 23.25 of this Contract by submitting an invoice on a monthly basis for the actual hours worked per position title (e.g., provider field representative, call center agent, or call center supervisor) 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	SFY 2018-19 Hourly Rate	SFY 2018-19 Maximum Monthly Amount	SFY 2018-19 Maximum Number of Months	SFY 2017-18 Total Maximum Amount Per Position Title	SFY 2018-19 Total Maximum Amount Per Position Title*
HCPF Enrollment and Claims Analysts (14 staff in SFY Quarter 1, 12 in SFY Quarter 2, 10 in SFY Quarter 3, and TBD in SFY Quarter 4)	\$27.97	\$67,865.78	9	\$782,766.93	\$523,535.99
Eight (8) Provider Field Representative – Hours Worked	\$43.49	\$88,871.09	9	\$649,169.40	\$457,023.84
Provider Field Representative – Travel Expenses	N/A	\$28,568.00	9	\$314,248.00	\$342,816.00
Call Center Supervisor	\$61.14	\$10,598.38	9	\$108,699.36	\$95,385.44
Twenty-four (24) Call Center Agents (HCPF Agents)	\$29.38	\$122,207.28	9	\$1,255,775.85	\$992,934.15
Nurse Reviewer	\$75.00	\$3,250.00	9	N/A	\$39,000.00
		TOTALS		\$3,110,639.54	\$2,450,695.42*

*** Please Note: Funding for SFY 2018-19, Quarter 4 has not yet been released at the time of this Amendment and are not included in the SFY 2018-19 Total Maximum Amount Per Position Title. The Department anticipates adding this funding upon availability.**

1.1.10 Reference #Amendment 10-2018: Additional Enhancement Hours left from State Fiscal Year 2017-18 shall be rolled over in a future amendment in State Fiscal Year 2018-19. These hours shall be reconciled after the end of the Fiscal Year in order to finalize Enhancement Hour numbers.

- H. **Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.11, is hereby deleted in its entirety. All subsequent sections are hereby renumbered accordingly.**
- I. **Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.1.1. is hereby deleted in its entirety and replaced as follows:**

2.1.1.1. One-Time DDI QMP Table

DDI QMP Name	DDI QMP Amount
BPR Contract Stage QMP	\$99,879.00
Implementation Contract Stage I QMP	\$843,150.00
Implementation Contract Stage II QMP –Part 1 (January 2017)	\$2,112,738.00
Implementation Contract Stage II QMP – Part 2 (March 2017)	\$2,112,739.00
Implementation Contract Stage III QMP	\$452,492.00
CMS Certification QMP (SFY 2019) <ul style="list-style-type: none"> • The Contractor shall receive 10% of the CMS Certification QMP upon the receipt, review, and approval as required by the Department of the initial set of certification evidence artifacts. • The Contractor shall receive an additional 20% of the CMS Certification QMP upon the transmission of the official letter to CMS requesting system certification by the Department. • The Contractor shall receive the remaining 70% of the CMS Certification QMP upon official CMS Certification dating back to the Operational Start Date. 	\$2,409,000.00

7. START DATE

This Amendment shall take effect on the later of its Effective Date or July 1, 2018.

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.


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 LLC

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: 
Signature of Authorized Officer

By: 
Kim Bimestefer, Executive Director
Department of Health Care Policy and
Financing

Date: 6/27/18

Date: 6/28/18

CAROL PANGBORN
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

ACCOUNT EXECUTIVE
Printed Title of Authorized Officer


By: N/A
Date: N/A

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: 6/29/18

