

CONTRACT AMENDMENT NO. 14

Original Contract 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, to modify Exhibit C, REQUIREMENTS, to add the Inpatient Hospital Review project. For the Inpatient Hospital Review Program (IHRP), the Contractor shall utilize the Medicaid Management Information System (MMIS) to create the capability to recognize inpatient claims and look for a matching PAR on file with the ability to exclude categories as directed by the Department.

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	\$38,194,346.17
State Fiscal Year 2018-19	\$36,800,306.94
State Fiscal Year 2019-20	\$27,063,410.55
State Fiscal Year 2020-21	\$26,435,154.70
State Fiscal Year 2021-22	\$9,980,589.33
State Fiscal Year 2022-23	\$2,966,212.50
State Fiscal Year 2023-24	\$1,041,245.50
Total for All State Fiscal Years	\$227,401,983.66
<i>Funding Changes in Contract Amendment 14</i>	
<ul style="list-style-type: none"> • Added \$500,000.00 to State Fiscal Year 2018-2019. 	

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

The Contractor shall work collaboratively with the Department throughout the activities of this amendment. The Contractor shall discuss issues, timelines, and prioritization of tasks with the Department and shall obtain the Department's approval on issue resolution or any changes. The Contractor shall discuss any changes to tasks or decisions that had already received approval and shall obtain the Department's approval on any changes.

B. Exhibit C, REQUIREMENTS, Section 95., INPATIENT HOSPITAL REVIEW PROGRAM, is hereby added as follows:

95. INPATIENT HOSPITAL REVIEW PROGRAM

- 95.1 Reference Amendment 14-2019:** The Contractor shall modify and enhance the interChange System to create an Inpatient Hospital Review Program (IHRP). This Work shall occur in two phases. The Contractor shall not exceed \$500,000.00 for this Work and shall invoice the Department on a monthly basis according to the rates set forth in the Enhancement Project Rate Table in Exhibit E. The Contractor shall complete the following for Phase I of the Hospital Inpatient Review project:
- 95.1.1 Reference Amendment 14-2019:** Modify the interChange to set the prior authorization (PAR) prerequisite for inpatient claims based on a predetermined criteria set forth by Department.
 - 95.1.2 Reference Amendment 14-2019:** Modify the interChange to allow specific claims to be excluded from the PAR prerequisite.
 - 95.1.3 Reference Amendment 14-2019:** Exclude Maternity claims from the inpatient PAR prerequisite.
 - 95.1.4 Reference Amendment 14-2019:** Create or modify claims edits/audits to deny inpatient services when a prior authorization does not exist in interChange.
 - 95.1.5 Reference Amendment 14-2019:** Modify the letter process in the data tables and the letter generator in the interChange System to accommodate the inpatient hospital review process.
- 95.2 Reference Amendment 14-2019:** The Department will evaluate any increase in scope for Phase I to determine the impact to the desired implementation date. If the implementation date will be negatively impacted, the Department will approve a changed implementation date or move the added scope to Phase II.
- 95.3 Reference Amendment 14-2019:** The Contractor shall complete the following for Phase II of the Inpatient Hospital Review project using existing unused funds from phase I or current pool of enhancement:
- 95.3.1 Reference Amendment 14-2019:** Create or modify access for the Department Utilization Management (UM) Vendor to view and update suspended claims, in order to provide approval or denial for final processing of the claim inside of interChange.
 - 95.3.2 Reference Amendment 14-2019:** Modify the interChange to accept the PAR file from the Department's UM Vendor to accommodate the new inpatient PAR prerequisite.
 - 95.3.3 Reference Amendment 14-2019:** Build the capability within interChange to establish a configurable subset of APR-DRG's as defined/modified by the Department to result in claim suspension before authorizing payment.
 - 95.3.4 Reference Amendment 14-2019:** Create a new systems list/parameter to contain the configurable list of APR-DRG codes identified by the Department.
 - 95.3.5 Reference Amendment 14-2019:** Modify the interChange to allow the UM Vendor to evaluate the claims that require final adjudication. Create or modify a new location within interChange for claims that meet the criteria to suspend based on the subset of APR-DRG listed in the new group.

- 95.3.6 Reference Amendment 14-2019: Create a new edit/audit within interChange that posts on any claim that has one of the APR-DRGs on the specified list as described in Section 95.2.3.
- 95.3.7 Reference Amendment 14-2019: Allow the Department's UM Vendor to view suspended claims, per Section 95.1.5, inside of interChange.
- 95.3.8 Reference Amendment 14-2019: Allow the UM Vendor to approve or deny the inpatient claims for final processing of the claim inside of interChange.

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:

STATE OF COLORADO:

Jared S. Polis, Governor

By: 
Signature of Authorized Officer

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

Date: 4/1/2019

Date: 5/3/19

CAROL PANGBORN
Printed Name of Authorized Officer

LEGAL REVIEW:
Phil Weiser, Attorney General

ACCOUNT EXECUTIVE
Printed Title of Authorized Officer

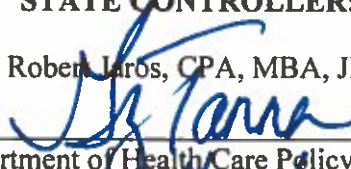
By: NA
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 4/12/19

