

CONTRACT AMENDMENT NO. 15

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 release funding for the last quarter of SFY19 for staffing needs. Contractor did not provide all staff originally added in Amendment 10, so funding remained available within the contract maximum for State Fiscal Year 2018-19. Because of this, no additional funding was added to this Amendment for those positions and Contractor continued billing for work past the original cut off date of March 31, 2019 using that remaining funding, as approved 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	\$36,938,149.36
State Fiscal Year 2019-20	\$27,125,628.15
State Fiscal Year 2020-21	\$26,845,209.90
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	\$228,180,603.66
<i>Funding Changes in Contract Amendment 15</i>	

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, Sections 23.25 through 23.25.2.1.1 are hereby deleted in its entirety and replaced as follows:

23.25. Reference Amendment 15-2019: 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 the 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 15-2019: 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 15-2019: 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 15-2019: The HCPF Call Center Agents shall be reduced according to the following: twenty-four (24) staff in State Fiscal Year 2018-19 Quarter 1 through Quarter 3 and twelve (12) in State Fiscal Year 2018-19 Quarter 4.

23.25.2. Reference Amendment 15-2019: 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 15-2019: 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 Analyst.

23.25.2.1.1. Reference Amendment 15-2019: The HCPF Enrollment and Claims Analysts shall be reduced according to the following: fourteen (14) staff in State Fiscal Year 2018-19 Quarter 1, twelve (12) in State Fiscal Year 2018-19 Quarter 2, ten (10) in State Fiscal Year 2018-19 Quarter 3 and State Fiscal Year 2018-19 Quarter 4.

C. Exhibit C, REQUIREMENTS, Section 23.25.2.3 is hereby deleted in its entirety and replaced as followed:

23.25.2.2. Reference Amendment 15-2019: 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 June 30, 2019 will not be available

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

- 1.1.3.4 Reference Amendment 15-2019: Upon the effective date of Contract Amendment 15 funding was increased for Additional Enhancement Hours 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 15-2019: 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 15-2019: The number of Additional Enhancement Hours per Enhancement Project Positions that were utilized during the month of the invoice.
 - 1.1.3.5.2 Reference Amendment 15-2019: The total amount invoiced for Additional Enhancement Hours for the month of the invoice.
- 1.1.3.6 Reference Amendment 15-2019: 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
State Fiscal Year 2018-19 July 1, 2018 through June 30, 2019 for Claims Editing Solution	\$295,875.60
State Fiscal Year 2018-19 July 1, 2018 through June 30, 2019 for enhancement projects	\$1,962,417.96
State Fiscal Year 2019-20 July 1, 2019 through June 30, 2020 for Claims Editing Solution	\$1,183,502.40
State Fiscal Year 2020-21 July 1, 2020 through June 30, 2021 for Claims Editing Solution	\$690,376.40
TOTAL	\$12,444,172.36

E. 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 15-2019: The Contractor shall be paid for work described under Section 23.25 of this Contract by submitting an invoice on a monthly basis for the actual hours worked per position title 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 2018-19 Total Maximum Per Position
HCPF Enrollment and Claims Analysts (14 staff in SFY Quarter 1, 12 in SFY19 Quarter 2, 10 in SFY19 Quarter 3 and in SFY19 Quarter 4)	\$27.97	SFY19 Quarter 1 \$67,743.34 SFY19 Quarter 2 \$58,065.72 SFY19 Quarters 3 and 4 \$48,388.10	12	\$667,755.78
Eight (8) Provider Field Representatives Hours Worked	\$43.49	\$60,190.16	12	\$722,281.92
Provider Field Representative Travel Expenses	N/A	\$28,568.00	12	\$342,816.00
Call Center Supervisor	\$61.14	\$10,577.22	12	\$126,926.64
HCPF Call Center Agents (24 in SFY19 Quarter 1-Quarter 3, 12 in SFY19 Quarter 4)	\$29.38	SFY19 Quarter 1 – 3 \$121,985.76 SFY19 Quarter 4 \$60,992.88	12	\$1,280,850.48
Nurse Reviewer	\$75.00	\$3,250.00	12	\$39,000.00
		TOTALS		\$3,179,630.82

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.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

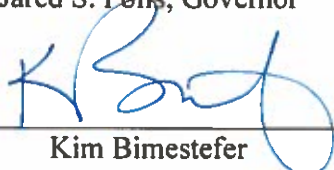
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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: 4/11/2019

Date: 5/3/19

CAROL PANGBORN
Printed Name of Authorized Officer

LEGAL REVIEW:
Phil Weiser, Attorney General

ACCOUNT EXECUTIVE
Printed Title of Authorized Officer

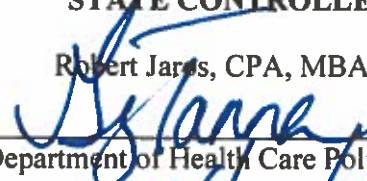
By: NA
Date: _____

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 Jarvis, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 4/12/19

