

**CONTRACT AMENDMENT NO. 17**

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 the paid and unpaid Quality Maintenance Payments (QMPs) and to add funding for additional operations staff and FTE's for configuration and customization work. The Department intends existing staff included in Amendment 15 to remain in place with no break of service beginning July 1, 2019. The funding in this Amendment covers these positions in Amendment 15 beginning on this Amendment's effective date. The Contractor may continue to bill for work past the original cutoff date of June 30, 2019, but before the effective date of this Amendment as approved by the Department so long as those positions are funded out of the existing Contract Funds and the additional Contract Funds included in this Amendment are not used to pay for those positions until after the effective date of this Amendment.

**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	\$36,497,277.54
State Fiscal Year 2018-19	\$35,236,983.43
State Fiscal Year 2019-20	\$36,231,711.05
State Fiscal Year 2020-21	\$33,483,459.90
State Fiscal Year 2021-22	\$15,150,941.33
State Fiscal Year 2022-23	\$2,966,212.50
State Fiscal Year 2023-24	\$1,041,245.50
<b>Total for All State Fiscal Years</b>	<b>\$246,028,549.22</b>

***Funding Changes in Contract Amendment 17***

- Moved \$1,686,300.00 from SFY 2018-19 to SFY 2019-20 for CMS Certification QMP.
- Added \$2,230,187.20 to SFY 2019-20 for Operations Staff.
- Added \$4,951,872.00 to SFY 2019-20 for Additional FTE.
- Added \$1,578,206.00 to SFY 2020-21 for Operations Staff.
- Added \$5,059,824.00 to SFY 2020-21 for Additional FTE.
- Added \$5,170,128.00 to SFY 2021-22 for Additional FTE.

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.

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 A, STATEMENT OF WORK, Section 4.6 through Section 4.6.2 is hereby added as follows:**

- 4.6. Reference Amendment 17-2020: In addition, the Contractor shall, under the terms of this Contract, hire a minimum of eighteen (18) additional FTEs to augment the Contractor's existing Enhancement staff resources as documented in Contract 14-6425, Section 4, Exhibit A.
  - 4.6.1. Reference Amendment 17-2020: Should the State choose to reduce the volume of enhancement work below the 36,000 hours, added with these eighteen (18) FTEs, DXC can reduce the number of FTEs accordingly to meet the enhancement work.
  - 4.6.2. Reference Amendment 17-2020: An FTE is based on forty (40) work hours per week and 2,000 work hours annually.

**C. Exhibit C, REQUIREMENTS, Section 23.6.10 is hereby deleted in its entirety and replaced as follows:**

- 23.6.10. Reference Amendment 17-2020: Contractor Approach: The Contractor shall include four (4) additional Key Personnel staff as follows:
  - 23.6.10.1. Provider Relations/Enrollment Manager. The role of the Provider Relations/Enrollment Manager shall be to oversee all Contractor operations work pertaining to provider relations. This shall include, but is not limited to, oversight of the call center, help desk, Provider Enrollment, and provider communications and training. The Provider Relations/Enrollment Manager shall perform these responsibilities during the Ongoing Operations and Enhancements Stage. If the level of effort for this role allows for it, the role may be shared and performed by another Key Personnel staff member.
  - 23.6.10.2. Privacy and Security Officer. The role of the Privacy and Security Officer is to oversee Contractor's compliance with HIPAA regulations pertaining to the handling and management of physical and electronic records. The Privacy and Security Officer is a part-time role and shall be performed throughout all Contract stages.
  - 23.6.10.3. Reference Amendment 17-2020: Call Center Leader. The role of Call Center Leader shall be to oversee all Contractor work pertaining to call center and help desk operations. The Call Center Leader shall perform these responsibilities during the Ongoing Operations and Enhancement Stage.

- 23.6.10.4. Reference Amendment 17-2020: Claims Leader. The role of the Claims Leader shall be to oversee all Contractor operations work pertaining to claims processing. This shall include, but is not limited to, oversight of the Claims Entry and Resolutions, Mailroom, and Third-Party Liability units. The Claims Leader shall perform these responsibilities during the Ongoing Operations and Enhancements Stage.

**D. Exhibit C, REQUIREMENTS, Section 23.25 through Section 24 are hereby deleted in their entirety and replaced as follows:**

- 23.25. Reference Amendment 17-2020: The Contractor shall provide additional full and part time operational staff resources to augment the Contractor's existing operational staff resources at no cost to the Department. The Contractor is providing these additional staff resources in addition to the quantity of operations staff that comprise the Contractor's staffing resources planned for the Ongoing Operations and Enhancement Contract stage.
  - 23.25.1. Reference Amendment 17-2020: The Contractor shall provide additional operational staff resources that include all of the following:
    - 23.25.1.1. Reference Amendment 17-2020: An additional twenty-four (24) call center staff.
    - 23.25.1.2. Reference Amendment 17-2020: An additional six (6) provider enrollment and claims analysts, for a total of seventeen (17) analysts.
  - 23.25.2. Reference Amendment 17-2020: The work assignments for the operational staff resources shall be mutually agreed upon by the Parties. The Contractor shall conduct all training for the operational staff resources.
  - 23.25.3. Reference Amendment 17-2020: The Contractor shall provide staff as described in Section 23.25 as part of the Ongoing Operations and Enhancement Contract Stage.
    - 23.25.3.1. Reference Amendment 17-2020: The Parties may, through mutual agreement via a transmittal, adjust these operational staff resources as needed.
- 23.26. Reference Amendment 17-2020: The Contractor shall, under the terms of this Contract, hire additional full and part time operational staff resources to augment the Contractor's existing operational staff. The Contractor is providing these additional operations staff in addition to the operational staff added in Section 23.25. The Contractor shall invoice the Department at the hourly rate as provided in Exhibit E, Compensation and Quality Maintenance Payments, Section 1.1.9.3.
  - 23.26.1. Reference Amendment 17-2020: The Contractor shall provide all of the following positions at the staffing levels provided in Exhibit E, Compensation and Quality Maintenance Payments, Section 1.1.9.3.
    - 23.26.1.1. Reference Amendment 17-2020: Call Center Agent
    - 23.26.1.2. Reference Amendment 17-2020: Call Center Supervisor
    - 23.26.1.3. Reference Amendment 17-2020: Enrollment and Claims Analyst
    - 23.26.1.4. Reference Amendment 17-2020: Provider Field Representatives

- 23.26.1.4.1. Reference Amendment 17-2020: The Contractor shall invoice the Department for actual travel costs incurred by all Provider Field Representatives, but such travel costs shall not exceed a total of \$28,568.00 per month.
- 23.26.1.4.2. Reference Amendment 17-2020: The Contractor shall, prior to hiring a Provider Field Representative, provide the resume of the candidate to the Department for review and approval.
- 23.26.1.4.3. Reference Amendment 17-2020: The Contractor shall conduct quarterly Provider Surveys to evaluate and measure the performance of each Provider Field Representative. 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 end of a calendar quarter that the Provider Survey covers. The Department will review the Provider Surveys and based upon the results and review of each Provider Survey, the Contractor shall take any corrective action needed to correct deficient Provider Field Representative performances.
  - 23.26.1.4.3.1. DELIVERABLE: Completed Provider Surveys
  - 23.26.1.4.3.2. DUE: Fifteen (15) days after the final day of the Quarter
- 23.26.1.5. Reference Amendment 17-2020: Nurse Reviewer
  - 23.26.1.5.1. Reference Amendment 17-2020: The Contractor shall invoice the Department a maximum of ten (10) hours during any weekly time period for the Nurse Reviewer.
  - 23.26.1.5.2. Reference Amendment 17-2020: The Nurse Reviewer shall directly review documentation submitted by providers for claims with unlisted surgical procedures to determine whether there are more accurate surgical procedure codes for the claims. If the use of an unlisted procedure code is warranted, the Nurse Reviewer shall determine the reimbursement price of the surgical procedure code. If the use of an unlisted procedure code is not warranted the Nurse Reviewer shall deny the line item.
- 23.26.2. Reference Amendment 17-2020: As of the Effective Date of this Amendment and through June 30, 2021, or until determined by the Parties that the additional staffing resources are no longer needed, the Contractor shall provide staff as described in Section 23.26 as part of the Ongoing Operations and Enhancement Contract Stage.
  - 23.26.2.1. Reference Amendment 17-2020: The Department will provide the Contractor with advanced written notice of at least thirty (30) calendar days if the Department has determined that the additional staffing resources described in Section 23.26 are no longer needed or if funding past June 30, 2021 will not be available.
  - 23.26.2.2. Reference Amendment 17-2020: The Parties may, through mutual agreement via a transmittal, adjust the additional staffing resources described in Section 23.26 as needed.

23.27. Reference Amendment 17-2020: The Contractor shall provide the Department with a monthly report on Contractor Personnel staffing. The report will include the number of staff and roles of each staff member, including all of the additional operational staff resources provided in Section 23.25 and Section 23.26 of this Contract.

23.27.1. DELIVERABLE: Monthly Contractor Personnel Staffing Report

23.27.2. DUE: Fifteenth (15<sup>th</sup>) of the Month

## 24. PROJECT MANAGEMENT AND REPORTING

**E. Exhibit C, REQUIREMENTS, Sections 24.4 through Section 24.4.5. are hereby deleted in their entirety and replaced as follows:**

24.4. Reference Amendment 17-2020: Reference #1142: The Contractor shall develop and deliver a Monthly Contract Status report to enable the Contractor and the Department to identify and analyze opportunities for process improvements. The Department shall review and approve the final template for the Monthly Contract Status report and shall include:

24.4.1. Reference Amendment 17-2020: Data from the Fiscal Agent Operations and the System Maintenance and Operations shall be included in all elements of the report as determined by the Department.

24.4.1.1. Reference Amendment 17-2020: Activities, by each function and/or unit of the Contractor organization. Examples include Claims/Encounters and Provider Enrollment and Relations.

24.4.2. Reference Amendment 17-2020: System administration activities including outages, defects, and project activities.

24.4.3. Reference Amendment 17-2020: A summary detailing the status of all performance standards including, but not limited to, a summary of all of the performance standards that were met, a comparison of all current performance standard metrics with those of the prior month, and identification of any performance standards that were not met and a detailed explanation as to why they were not met.

24.4.3.1. Reference Amendment 17-2020: If a performance standard is not met, the detailed explanation shall include a plan of correction by the Contractor to achieve the performance standard moving forward.

24.4.3.2. Reference Amendment 17-2020: Performance Standards shall include all of the paid quality performance measures (QMPs) provided in Exhibit E, Section 2, and all the nonpaid QMPs provided in Exhibit G-1.

24.4.4. Reference Amendment 17-2020: A summary of Contractor activities and key volume indicators, as designated by the Department, for each month of the Contract and cumulative for the full State Fiscal Year.

24.4.5. Reference Amendment 17-2020: The status of Milestones and a summary of progress made towards achieving the Milestones since the prior Monthly Contract Status Report.

24.4.6. Reference Amendment 17-2020: Any additional information necessary for the Department to complete the DXC Management Score Card.

24.4.6.1. DELIVERABLE: Monthly Contract Status Report

24.4.6.2. Stage: Ongoing Operations and Enhancements Contract Stage

**F. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.1.5.2. THROUGH SECTION 1.1.1.5.4.1. IS HEREBY DELETED.**

**G. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.2. THROUGH SECTION 1.1.2.1 is hereby DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:**

1.1.2. Reference Amendment 17-2020: The Department shall reimburse the Contractor for all actual postage costs expended by the Contractor during a month and all costs related to printing functions for financials within the interChange, up to the Maximum Annual Pass-Through Postage Amount shown in the Maximum Pass-Through Postage Table for each SFY.

1.1.2.1. Reference Amendment 17-2020: 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
SFY 2018-19 (July 1, 2018- June 30, 2019)	\$1,045,499.00
SFY 2019-20 (July 1, 2019-June 30, 2020)	\$1,045,499.00
SFY 2020-21 (July 1, 2020-June 30, 2021)	\$1,045,499.00
SFY 2021-22 (July 1, 2021-Oct 31, 2021)	\$348,499.66

**H. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.3.7 through 1.1.3.7.4 is hereby ADDED AS FOLLOWS:**

1.1.3.7. Reference Amendment 17-2020: The Contractor shall invoice for the hours worked for additional FTE's provided in Exhibit A, Statement of Work Section 4.6. of this Contract by submitting an invoice on a monthly basis for the actual hours worked per position title. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices.

1.1.3.7.1. Reference Amendment 17-2020: The Contractor's monthly invoice for additional enhancement staff shall include, at a minimum, the following:

1.1.3.7.1.1. Reference Amendment 17-2020: Individual unique identifier for each enhancement staff resource, such as name or employee number.

- 1.1.3.7.1.2. Reference Amendment 17-2020: The total number of hours worked by each individual enhancement staff resource during the month invoiced.
- 1.1.3.7.1.3. Reference Amendment 17-2020: The total amount invoiced for each individual enhancement staff resource for the month the invoice covers.
- 1.1.3.7.1.4. Reference Amendment 17-2020: The overall total amount invoiced for the enhancement staff resources for the month the invoice covers.
- 1.1.3.7.2. Reference Amendment 17-2020: The Contractor shall only invoice for hours worked by the additional enhancement staff resources up to a maximum of forty (40) hours worked per staff resource during any weekly period.
- 1.1.3.7.3. Reference Amendment 17-2020: If any one (1) position or any portion of a position of the Contractor's total enhancement staff is vacant during the month, the Contractor shall not invoice the Department for the vacant position, or any portion of a position funded through this Amendment.
- 1.1.3.7.4. Reference Amendment 17-2020: The total amount invoiced by Contractor for the additional enhancement staff resources described in Exhibit A, Statement of Work Section 4.6. of this Contract shall, in no circumstance, exceed the Total Maximum Amount Per State Fiscal Year listed in the following table:

State Fiscal Year	Monthly Maximum	Total Maximum Amount Per State Fiscal Year
SFY 2019-20 (July 1, 2019 – June 31, 2020)	\$412,656.00	\$4,951,872.00
SFY 2020-21 (July 1, 2020 – June 31, 2021)	\$421,652.00	\$5,059,824.00
SFY 2021-22 (July 1, 2021 – June 31, 2022)	\$430,844.00	\$5,170,128.00

**I. 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 17-2020: The Contractor shall invoice on a monthly basis for the actual hours worked per position title by the additional operational staff resources as provided in Exhibit C, Section 23.26 of this Contract. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices.
  - 1.1.9.1. Reference Amendment 17-2020: The Contractor's monthly invoice for additional operations staff shall include, at a minimum all of the following:
    - 1.1.9.1.1. Reference Amendment 17-2020: Individual unique identifier for each operational staff resource, such as name or employee number.
    - 1.1.9.1.2. Reference Amendment 17-2020: The total number of hours worked by each individual operational staff resource during the month invoiced.
    - 1.1.9.1.3. Reference Amendment 17-2020: The total amount invoiced for each individual operational staff resource for the month the invoice covers.



- 1.1.9.1.4. Reference Amendment 17-2020: The overall total amount invoiced for actual travel expenses for the Provider Field Representatives for the month the invoice covers.
- 1.1.9.1.5. Reference Amendment 17-2020: The overall total amount invoiced for the operational staff resources for the month the invoice covers.
- 1.1.9.2. Reference Amendment 17-2020: The Contractor shall only invoice for hours worked by the additional operational staff resources up to a maximum of forty (40) hours worked per staff resource during any weekly period.
- 1.1.9.2.1. Reference Amendment 17-2020: If any one (1) position or any portion of a position of the Contractor's total operational staff resources is vacant during the month, the Contractor shall not invoice the Department for the vacant position, or any portion of a position funded through this Amendment
- 1.1.9.2.2. Reference Amendment 17-2020: The Parties, through mutual agreement via a transmittal, may adjust total operations staff resources. Any adjustments shall be to the operations staff provided for in Exhibit C, Section 23.26.
- 1.1.9.3. Reference Amendment 17-2020: The total amount invoiced per position shall, in no circumstance, exceed the total Maximum Amount Per Position Title provided in the following table, nor shall the number of operational staff per Position Title exceed the amount provided in the following table

1.1.9.4. Operations Staffing Table

Position Title	SFY2016-17 Staff	SFY2016-17 Hourly Rate	SFY 2016-17 Total Maximum Amount Per Position Title
Call Center Supervisor	1	\$59.84	\$38,297.60
Call Center Agent	24	\$28.75	\$441,600.00
<b>TOTAL</b>			<b>\$479,897.60</b>

Position Title	SFY2017-18 Staff	SFY2017-18 Hourly Rate	SFY2017-18 Total Maximum Amount Per Position Title
Operational Staff	15	\$27.37	\$782,766.93
Provider Field Representative	8	\$42.56	\$649,169.40
Provider Field Representative – Travel Expenses	N/A	N/A	\$314,248.00
Call Center Supervisor	1	\$59.84	\$118,273.36
Call Center Agent	24	\$28.75	\$1,366,175.85
<b>TOTAL</b>			<b>\$3,230,633.54</b>

<b>Position Title</b>	<b>SFY2018-19 Staff</b>	<b>SFY2018-19 Hourly Rate</b>	<b>SFY2018-19 Total Maximum Amount Per Position Title</b>
HCPF Enrollment and Claims Analysts	13	\$27.97	\$756,308.80
Provider Field Representative	6	\$43.49	\$542,755.20
Provider Field Representative – Travel Expenses	N/A	N/A	\$210,525.02
Call Center Supervisor	1	\$61.14	\$127,171.20
HCPF Call Center Agents	13	\$29.38	\$794,435.20
Nurse Reviewer	1	\$75.00	\$19,500.00
<b>TOTAL</b>			<b>\$2,450,695.42</b>

<b>Position Title</b>	<b>SFY2019-20 Staff</b>	<b>SFY2019-20 Hourly Rate</b>	<b>SFY 2019-20 Total Maximum Amount Per Position Title</b>
HCPF Enrollment and Claims Analysts	7	\$28.58	\$416,124.80
Provider Field Representative	8	\$44.44	\$739,481.60
Provider Field Representative – Travel Expenses	N/A	N/A	\$342,816.00
Call Center Supervisor	1	\$62.47	\$129,937.60
HCPF Call Center Agents	9	\$30.02	\$561,974.40
Nurse Reviewer	1	\$76.64	\$39,852.80
<b>TOTAL</b>			<b>\$2,230,187.20</b>

<b>Position Title</b>	<b>SFY2020-21 Staff</b>	<b>SFY2020-21 Hourly Rate</b>	<b>SFY2020-21 Maximum Amount Per Position Total</b>
HCPF Enrollment and Claims Analysts	3	\$29.20	\$182,208.00
Provider Field Representative	8	\$45.51	\$757,286.40
Provider Field Representative – Travel Expenses	N/A	N/A	\$342,816.00
HCPF Call Center Agents	4	\$30.67	\$255,174.40
Nurse Reviewer	1	\$78.31	\$40,721.20

	<b>TOTAL</b>	<b>\$1,578,206.00</b>
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**J. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 2.1.1.2.4.1.1., IS HERBY DELETED IN ITS ENTIRETY AND REPLACED AS FOLLOWS:**

2.1.1.2.4.1.1. Reference Amendment 17-2020: Ongoing Operations QMP Performance Standards Table.

	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP
<b>Performance Standard</b>						
For any turnover in Key Personnel and staff described in Exhibit A, Section 4.2 and Exhibit C, Section 23.6, all vacancies are filled within sixty (60) Business Days.	\$1,487.00	\$1,773.00	\$1,850.00	\$2,490.00	\$2,400.00	\$2,420.00
No mission critical services (priority 1 as described in the Business Continuity and Disaster Recovery Plan) experienced any interruptions during the month.	\$4,872.00	\$5,806.00	\$6,061.00	N/A	N/A	N/A
All core services that are required to be maintained with limited service disruption (priority 2 as described in the Business Continuity and Disaster Recovery Plan) were recovered within eight (8) hours following the event that resulted in those services being unavailable -OR- no priority 2 services were interrupted during the month.	\$4,387.00	\$5,229.00	\$5,458.00	N/A	N/A	N/A
Systems and data where service disruption will cause serious injury to government operations, staff, or citizens (priority 3 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within forty-eight (48) hours following any event that results in those services being unavailable -OR- no priority 3 services were interrupted during the month.	\$3,904.00	\$4,653.00	\$4,857.00	N/A	N/A	N/A

	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (priority 4 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within five (5) Business Days following any event that results in those services being unavailable -OR- no priority 4 services were interrupted during the month.</p>	\$3,421.00	\$4,077.00	\$4,255.00	N/A	N/A	N/A
<p>Systems and data required for less critical support systems (priority 5 as described in the Business Continuity and Disaster Recovery Plan) were all recovered on timeframe as mutually agreed upon by the Department and Contractor -OR- no priority 5 services were interrupted during the month.</p>	\$3,179.00	\$3,789.00	\$3,955.00	N/A	N/A	N/A
<p>The alternative site or sites described in the Business Continuity and Disaster Recovery Plan were fully operational within five (5) Business Days of the primary business becoming location unsafe or inoperable during the month -OR- no event occurred during the month that resulted in the need for the Contractor to move to the alternative site or sites during the month.</p>	\$3,179.00	\$3,789.00	\$3,955.00	N/A	N/A	N/A

	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>As described in the Business Continuity and Disaster Recovery Plan, the call center was fully operational within twenty-four (24) hours of any event that caused the call center to become not operational -OR- the call center was operational at all required times during the month</p> <p>The Provider Call Center was Staffed from 8:00 a.m. to 5:00 p.m. Mountain Time, every Monday through Friday on each Business Day during the month, with the exception of days the Department is closed due to weather; and Department-approved and pre-scheduled training sessions.</p>	\$3,421.00	\$4,077.00	\$4,255.00	N/A	N/A	N/A
	\$2,937.00	\$3,501.00	\$3,654.00	N/A	N/A	N/A

<p><b>Performance Standard</b></p> <p>The Average Speed to Answer (ASA) for all calls to the call center shall not exceed one (1) minute during each month. The ASA shall be defined as the wait time before a caller starts talking to an agent and includes the amount of time callers wait in a queue and while the agent's phone rings. ASA does not include the time it takes for callers to navigate through the Interactive Voice Response (IVR) System. An "Answer," shall be defined as a live agent talking to a caller, and not as a machine communicating with a caller.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In July 2019, Contractor met QMP in three weeks of the month. Because July 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in July 2019.</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP</p>
	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>\$4,660.00</p>	<p>\$4,500.00</p>	<p>\$4,540.00</p>

	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>At least ninety-five percent (95%) of all calls into the Contractor's call center were answered or queued within fifteen (15) seconds during the month. The percentage shall be measured by dividing the number of calls that met this requirement by the total number of calls received during the month.</p>	\$1,270.00	\$1,513.00	\$1,580.00	N/A	N/A	N/A



<p><b>Performance Standard</b></p> <p>Less than or equal to five percent (5%) of total calls to the call center received during each business month were abandoned. Contractor may earn QMP weekly, but the Department will pay any earned QMP monthly. QMP shall be reduced for any week(s) in which Contractor fails to meet or exceed the performance standard, as follows:</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In July 2019, Contractor met QMP in three weeks of the month. Because July 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in July 2019.</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP</p>	<p>Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP</p>
	<p>N/A</p>	<p>N/A</p>	<p>N/A</p>	<p>\$4,660.00</p>	<p>\$4,500.00</p>	<p>\$4,540.00</p>

	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>The maximum wait time in the call center queue shall not exceed ten (10) minutes for more than five (5) calls received in a business week and no calls in a week shall exceed a maximum delay of over twenty (20) minutes.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In July 2019, Contractor met QMP in three weeks of the month. Because July 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in July 2019.</p> <p>No more than five percent (5%) of answered calls were placed on hold for more than one (1) minute during the month. The percentage shall be measured by dividing the number of calls that did not meet this requirement by the total number of calls received during the month.</p>	N/A	N/A	N/A	\$3,730.00	\$3,600.00	-\$3,630.00
	\$1,270.00	\$1,513.00	\$1,580.00	N/A	N/A	N/A

	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>Seven (7) calls per call center agent, received during each business month, were screened for quality control purposes, and ninety percent (90%) of screened calls received a quality score of ninety-five percent (95%) or higher. The Department will determine what criteria shall be used to measure for quality score.</p>	N/A	N/A	N/A	\$3,730.00	\$3,600.00	\$3,630.00
<p>For inquiries to the call center that could not be closed or resolved upon the initial call, ninety percent (90%) were resolved or closed within five (5) Business Days, and one hundred percent (100%) of all inquiries shall be resolved or closed within thirty (30) Business Days, unless a Department resolution is required.</p>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00
<p>Ninety-five percent (95%) of all Clean Claims submitted electronically by providers were adjudicated for payment or denial within seven (7) Business Days of receipt.</p>	\$1,826.00	\$2,176.00	\$2,271.00	\$3,730.00	\$3,600.00	\$3,630.00
<p>Ninety-nine percent (99%) of all Clean Claims submitted by providers that were adjudicated for payment or denial during the month were adjudicated within ninety (90) calendar days of receipt of the claim.</p>	\$2,454.00	\$2,925.00	\$3,053.00	\$4,660.00	\$4,500.00	\$4,540.00

	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>All Non-Clean Claims, a claim that does not meet the definition of a Clean Claim, submitted by providers that were adjudicated for payment or denial during the month were adjudicated within thirty (30) calendar days of the date of correction of the condition that caused it to be a Non-Clean Claim.</p>	\$1,826.00	\$2,176.00	\$2,271.00	N/A	N/A	N/A
<p>All claims submitted by providers that were adjudicated for payment or denial were adjudicated within twelve (12) months of receipt by the Contractor, except for those exempt from this requirement by federal timely claims processing regulations.</p>	\$2,502.00	\$2,982.00	\$3,113.00	\$4,660.00	\$4,500.00	\$4,540.00
<p>Ninety-five (95%) of claims/encounters claims submitted on paper by the provider were direct data entered by the Contractor without error. This shall be measured by dividing the total number of fields in error by the total number of fields reviewed.</p>	\$2,454.00	\$2,925.00	\$3,053.00	\$2,490.00	\$2,400.00	\$2,420.00
<p>Reference #1832: The Contractor notified all enrolling providers of any missing or incomplete enrollment information within five (5) Business Days following the first submission of a new application or update. This period shall start on the first Business Day following the day the information is identified.</p>	\$2,454.00	\$2,925.00	\$3,053.00	\$3,730.00	\$3,600.00	\$3,630.00

<p><b>Performance Standard</b></p> <p>The Contractor finalized enrollment process within five (5) Business Days for each provider that submitted all necessary documentation. This period shall start on the first Business Day following the day on which the ATN is assigned to the application and only apply to days in a DXC controlled status.</p> <p>Reference #1152: After receiving notification and requirements from the Department, Contractor respond within two (2) Business Days during the Colorado Legislative Session, or within five (5) Business Days outside of the Colorado Legislative Session, or as described in the Change Management Plan to all requests from the Department during the month -OR- the Department made no requests during the month. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the request. The response date shall be the date the official response is sent to the Department by the Contractor.</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP</p> <p>\$2,454.00</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP</p> <p>\$2,925.00</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)</p> <p>\$3,053.00</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)</p> <p>\$4,660.00</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP</p> <p>\$4,500.00</p>	<p>Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP</p> <p>\$4,540.00</p>
	<p>\$907.00</p>	<p>\$1,081.00</p>	<p>\$1,129.00</p>	<p>\$2,490.00</p>	<p>\$2,400.00</p>	<p>\$2,420.00</p>

	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>Close all transmittals within five (5) Business Days of receipt of final criteria, except for transmittals that require mass reprocessing. If a transmittal requires a mass reprocessing, the transmittal must be closed within eight (8) Business days of receipt. DXC may request an extension onto the due date on any complex transmittal or where other circumstances create a delay in processing. The Department may grant the Contractor an extension of the due date on any transmittal.</p>	N/A	N/A	N/A	\$3,730.00	\$3,600.00	3,630.00
<p>Reference #1320: All unscheduled System downtime was reported to the Department within thirty (30) minutes of when the incident began during the month -OR- no unscheduled downtime occurred during the month.</p>	\$907.00	\$1,081.00	\$1,129.00	\$2,490.00	\$2,400.00	\$2,420.00
<p>Reference #1446: Ninety-nine percent (99%) of providers enrolled during the month were enrolled properly. The Contractor shall select a random sample size, as agreed by the Parties, of enrollment applications processed to enrolled status during a calendar month. The selected applications shall be reviewed against specified standards and criteria to determine accuracy.</p>	\$1,391.00	\$1,657.00	\$1,730.00	\$3,730.00	\$3,600.00	\$3,630.00

	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP
<b>Performance Standard</b>						
Reference #1620: The Contractor provided the ability to generate and distribute notification letters to providers for accounts receivables through multiple channels (e.g., paper, email, web posting), as defined by Department. The Contractor generated a follow-up letter within thirty (30) calendar days after delivery of the initial letter.	\$907.00	\$1,081.00	\$1,129.00	N/A	N/A	N/A
Reference #1624: The Contractor supported at least one (1) provider payment cycle weekly for each week during the month, unless the Department directed the Contractor make a payment.	\$3,662.00	\$4,365.00	\$4,556.00	N/A	N/A	N/A
Reference #1858: The IVR was available 24 hours a day 7 days a week during the month except for periods of scheduled downtime that was approved in advance by the Department.	\$1,246.00	\$1,485.00	\$1,550.00	N/A	N/A	N/A
<b>All hard copy claims missing required data were returned to the provider within two (2) Business Days of receipt of the claim -OR- no hard copy claims were received that were missing required data.</b>	\$907.00	\$1,081.00	\$1,129.00	\$2,490.00	\$2,400.00	\$2,420.00
<b>The Contractor generated a digital image of all paper claims and entered all paper claims into the MMIS within five (5) Business Days of receipt.</b>	N/A	N/A	N/A	\$2,490.00	\$2,400.00	\$2,420.00
All unique Internal Control Numbers to all claims, attachments, and adjustments were assigned with a date that reflects no later than one (1) Business Day after the date of receipt at the Contractor's site.	\$762.00	\$908.00	\$948.00	N/A	N/A	N/A

	Ongoing Operations and Enhancement Contract Stage – Year 1 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 2 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (November 2018 – August 2019)	Ongoing Operations and Enhancement Contract Stage – Year 3 Monthly QMP (September 2019 – October 2019)	Ongoing Operations and Enhancement Contract Stage – Year 4 Monthly QMP	Ongoing Operations and Enhancement Contract Stage – Year 5 Monthly QMP
<p><b>Performance Standard</b></p> <p>The Contractor maintained a Quality Control (QC) score of ninety-eight percent (98%) or above in the following tasks:</p> <ul style="list-style-type: none"> <li>• Claims Resolution (edits, audits, and manual priced Claims.</li> <li>• TPL, overpayment and self-disclosure checks</li> <li>• Transmittals.</li> </ul> <p>To calculate the QC score, select a random sample of claims, checks, or transmittals that is statistically significant at a ninety percent (90%) confidence level, based on using a Z-Score of 1.65, and with a margin of error not to exceed five percent (5%) based on the number of claims, checks, or transmittals received during the month.</p> <p>For all third-party liability (TPL) payments, repayments of overpayments, and self-disclosure repayments made to the Department by check, the following shall be completed within ten (10) Business Days of initial receipt of the checks:</p> <ul style="list-style-type: none"> <li>• Cash the check;</li> <li>• Create a Cash Receipt record;</li> <li>• Apply the repayment amount to claims, except in those cases where the number of claims impacted exceeds one hundred (100), in which case DXC may request an extension to the due date; and</li> <li>• Return any overpayment to payer.</li> </ul>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00



	Ongoing Operations and Enhancement Contract Stage - Year 1 Monthly QMP	\$59,986.00	Ongoing Operations and Enhancement Contract Stage - Year 2 Monthly QMP	\$71,493.00	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (November 2018 - August 2019)	\$74,627.00	Ongoing Operations and Enhancement Contract Stage - Year 3 Monthly QMP (September 2019 - October 2019)	\$74,600.00	Ongoing Operations and Enhancement Contract Stage - Year 4 Monthly QMP	\$72,000.00	Ongoing Operations and Enhancement Contract Stage - Year 5 Monthly QMP	\$72,620.00
<b>Performance Standard</b>	<b>Total of all Monthly QMPs</b>											

**K. EXHIBIT G, PERFORMANCE STANDARDS, IS HEREBY DELETED IN ITS ENTIRETY AND REPLACED WITH EXHIBIT G-1, ATTACHED HERETO AND INCORPORATED BY REFERENCE INTO THE CONTRACT. ALL REFERENCE HEREIN TO EXHIBIT G SHALL BE DEEMED TO REFERENCE EXHIBIT G-1.**

**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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Reference #1114	The Contractor shall provide a facility that has a minimum of three (3) conference rooms (with WIFI access) and at least one conference room shall hold at least twenty (20) people.
Reference #1121	<p>Key Personnel: All Key Personnel designated by the Department or the Contractor in the proposal shall be approved prior to their assignment to perform Work under the Contract. Key Personnel shall be accessible to key Department personnel at all times. Key Personnel will be evaluated yearly, by the Department. All Key Personnel shall be dedicated to the Contract and COMMIT project full-time during the term of the Contract. All Key Personnel are expected to be located locally. The exception is for Key Personnel working on DDI activities located outside of Colorado during the Implementation Contract Stages if the DDI activities are also performed outside of Colorado.</p> <p>The Contractor may provide a staffing model with Key Personnel who will perform more than one of the specified job duties specified in this section, except for the Account Manager, Systems Manager, and Fiscal Agent Operations Manager.</p> <p>The Department has identified a list of key job duties that are required throughout the various Project Phases over the Contract term. These job duties shall be performed by Key Personnel, but can be shared amongst Key Personnel roles (i.e., does not necessarily require separate people) where practical and allowed. The Account Manager, Systems Manager, and Fiscal Agent Operations Manager job duties cannot be shared by the same Key Personnel.</p>
Reference #1131	The Department will approve at each update or revision of the Resource Management Plan. Note that the Department's approval of any resource plan does not imply that the staffing levels are sufficient. The Contractor may still have to increase staffing if Contractor is not meeting the Contract requirements.
Reference #1132	At no additional cost to the Department, increase staffing levels if requirements or standards are not being met.
Reference #1137	In the event that the Contractor hires a new subcontractor, the Contractor shall notify the Department within thirty (30) Business Days of the start of the hiring process of the new subcontractor.
Reference #1142	Monthly Contract Management Plan reports shall be provided to the Department within seven (7) Business Days following the close of the month.
Reference #1146	Maintain the same version of Microsoft Office as the Department, within the limitations of the Contractor's corporate software release strategy.

Reference # 1148	Report any System Problems within thirty (30) minutes of Contractor identifying the problem, and notify appropriate Department staff by phone and email, as outlined in Communication Management Plan.
Reference #1182	Contractor and Department reference function training occurs annually, at a minimum.
Reference #1203	Contractor will inform Department that security patches for the Windows operating system are available within twenty-four (24) hours of receipt of the patches. Contractor will coordinate with the Department for deployment.
Reference #1227	Provide the CMS-416 data to BIDM no later than ninety (90) Business Days prior to the federal due date.
Reference #1228	Provide the PERM data to BIDM no later than fifteen (15) Business Days prior to the federal due date.
Reference #1234	Provide results of Business Continuity and Disaster Recovery Plan testing annually.
Reference #1244	The Contractor will maintain document retrieval for at least six (6) years. The Contractor will maintain document archive for the life of the Contract.
Reference #1245	When data is requested from the archive, the request will be addressed within five (5) Business Days, and the request will be fulfilled within thirty (30) Business Days.
Reference #1251	At minimum, a daily interface is required with PBMS contractor.
Reference #1252	Provide the ability to send client eligibility data to the PBMS contractor as close to real-time as possible.
Reference 1260	The Contractor processes the client eligibility file as close to real-time as possible.
Reference #1334	Ensure compatibility with the following major web browsers: Internet Explorer, Safari, Google Chrome, Firefox. Support the current version and two prior versions.
Reference #1378	Using the developed index, the Contractor should be able to retrieve ninety five percent (95%) of the information within seven (7) Business Days when requested by authorized users from the document archive.
Reference #1400	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for enrollment of clients into a Managed Care Organization.

Reference #1401	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for enrollment, disenrollment, and/or transfer of recipients to Health Benefit Plans as well as Managed Care Organizations.
Reference #1402	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for clients enrolling into a Health Benefit Plan.
Reference #1403	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for hybrid, Fee-For-Service managed care models as a Health Benefit Plan.
Reference #1404	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for recipients to be exempted or excluded from managed care program enrollment by type of Managed Care Organizations according to Department-specified criteria and consistent with federal and State guidelines.
Reference #1405	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for mass enrollment, disenrollment and transfer of clients between Health Benefit Plans and/or Managed Care Organizations.
Reference #1406	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for authorized System users manually enrolling and dis-enrolling a client into a Health Benefit Plan and/or Managed Care Organization.
Reference #1407	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for automatically reenrolled Managed Care clients into the same Managed Care Organization when the client has lost eligibility for a defined period of time.
Reference #1408	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for the ability to retroactively enroll and dis-enroll a client or client group into Managed Care Organizations.
Reference #1409	Within forty-eight (48) hours, the Contractor will resolve any enrollment issues within their control for the ability to retroactively enroll and dis-enroll a client or client group into managed care and to automatically retroactively make claims adjustments based on such program enrollment changes.
Reference #1516	All unique Internal Control Numbers to all claims, attachments, and adjustments, were assigned with a date that reflects no later than one (1) Business Day after the date of receipt at the Contractor's site.

Reference #1620	The Contractor provided the ability to generate and distribute notification letters to providers for accounts receivables through multiple channels, including but not limited to: paper, email, and web posting, as defined by the Department. The Contractor generated a follow-up letter within thirty (30) calendar days after delivery of the initial letter.
Reference #1624	The Contractor supported at least one (1) provider payment cycle each week during the month, unless the Department directed the Contractor to not make a payment.
Reference #1661	New accounting code or changes to accounting code will be ready for Department testing within five (5) Business Days of request to generate new code, unless otherwise agreed upon.
Reference #1693	Data shall be available within the system for six (6) years and archived after six (6) years, or unless otherwise directed by the Department.
Reference #1710	The Department shall be able to review default (passive) managed care enrollment criteria at least once a year.
Reference #1789	Fiscal Agent Operations systems project progress agenda and status report will be delivered twenty-four (24) hours prior to the meeting. Meeting minutes shall be distributed no later than Close of Business on the third Business Day following the meeting.
Reference #1791	For weekly Fiscal Agent Operations status meetings, agenda and status report will be delivered twenty-four (24) hours prior to the meeting. Meeting minutes shall be distributed no later than Close of Business on the third Business Day following the meeting.
Reference #1796	Respond to Department requests for general information about System reports within four (4) business hours, business hours are 8:00AM to 5:00PM Mountain Time.
Reference #1813	The Contractor shall report any requests for the release of confidential information to the Department within twenty-four (24) hours of receipt of the request regarding Colorado Registration and Attestation information.
Reference #1833	Notify enrolling provider of any missing or incomplete enrollment information within five (5) Business Days of identifying missing or incomplete enrollment information at any time throughout the enrollment, credentialing, and verification process.

Reference #1835	Update content of the public-facing Medicaid Enterprise website and web pages within the timeframe determined by the Department.
Reference #1842	Updated training modules shall be developed at least one (1) month before web changes go live, to allow time for training in advance.
Reference #1858	The IVR is available twenty-four (24) hours a day seven (7) days a week, during the month except for periods of scheduled downtime that were approved in advance by the Department
Reference #1862	The Provider Call Center will be Staffed from 8:00 a.m. to 5:00 p.m. Mountain Standard Time, every Monday through Friday, on each Business Day, during the month, with the exception of days the Department is closed due to weather or Department approved and prescheduled training sessions.





## EXHIBIT G-1, PERFORMANCE STANDARDS

In addition to the performance standards listed in Exhibit E for which the Contractor may earn a QMP, the Contractor shall also comply with all of the performance standards contained in the following table:

	Non-QMP Performance Standards
Reference #1023	<p>Business Continuity and Disaster Recovery: The alternative site(s) were fully operational within five (5) Business Days of the primary business becoming an unsafe or inoperable location during the month.</p> <p>The call center was fully operational within twenty-four (24) hours of any event that caused the call center to become not operational.</p> <p>No mission critical services, Priority 1 as described in the Business Continuity and Disaster Recovery Plan, were interrupted during the month.</p> <p>All core services that are required to be maintained with limited service disruption, Priority 2 as described in the Business Continuity and Disaster Recovery Plan, were recovered within eight (8) hours following the event that resulted in those services becoming unavailable.</p> <p>Systems and data services where service disruption will cause serious injury to government operations, staff, or citizens, Priority 3, were all recovered within forty-eight (48) hours following any event that results in those services becoming unavailable.</p> <p>Systems and data required for moderately critical agency services and IT functions, where damage to government operations, staff, and/or citizens, would be significant but not serious as defined by the Department, Priority 4 as described in the Business Continuity and Disaster Recovery Plan, were all recovered within five (5) Business Days following any event that results in those services becoming unavailable.</p> <p>Systems and data required for less critical support systems, Priority 5 as described in the Business Continuity and Disaster Recovery Plan, were all recovered on timeframe as mutually agreed upon by the Department and Contractor.</p>
Reference #1088	<p>Enhancements Test Plan. Reporting will occur monthly or as otherwise indicated by the Department. Via the Change Management Process, reporting will also include traceability of actual vs. estimate resources, time, and cost.</p>

**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: 9/11/19

Date: 9/23/19

CAROL PANGBORN  
Printed Name of Authorized Officer

**LEGAL REVIEW:**  
Phil Weiser, Attorney General

ACCOUNT EXECUTIVE  
Printed Title of Authorized Officer

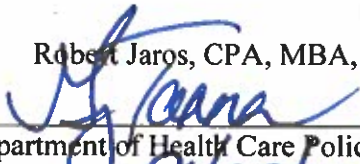
By: \_\_\_\_\_  
Date: \_\_\_\_\_

**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

C.R.S. §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: 9/30/19