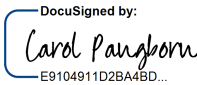




CONTRACT AMENDMENT #19**SIGNATURE AND COVER PAGE**

State Agency Department of Health Care Policy and Financing	Original Contract Number 14-64254
Contractor DXC Technology Service LLC	Amendment Contract Number 14-64254A19
Current Contract Maximum Amount	Contract Performance Beginning Date The Effective Date of this amendment.
Initial Term State Fiscal Year 2013-14 \$9,201,096.00	Current Contract Expiration Date October 31, 2021
Extension Terms	
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 \$36,497,277.57	
State Fiscal Year 2018-19 \$34,090,860.84	
State Fiscal Year 2019-20 \$41,341,295.24	
State Fiscal Year 2020-21 \$38,080,571.60	
State Fiscal Year 2021-22 \$21,280,837.39	
State Fiscal Year 2022-23 2,966,212.50	
State Fiscal Year 2023-24 \$1,041,245.50	
Total for All State Fiscal Years \$260,719,018.61	

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

CONTRACTOR DXC Technology LLC Carol Pangborn, Account Executive DocuSigned by:  E9104911D2BA4BD... By: _____ Date: 5/18/2020	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by:  0B6A84797EA8493... By: _____ Date: 5/20/2020
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p>STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> DocuSigned by:  BBE0F4C030DC45C... By: _____ Amendment Effective Date: 5/21/2020	

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment is to update the contractual provisions regarding Substance Use Disorder Data and bring the Contract into compliance with the requirements of 42 CFR 2.33.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The attached Exhibit, marked Exhibit A, shall be added to the Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A
Substance Use Data

- 1.1. As part of this Contract the Department will provide the Contractor with Part 2 Data for enrolled Members as defined under 42 CFR Part 2. The Contractor will handle all Part 2 Data in conformity with the requirements of 42 CFR Part 2 and 42 CFR § 2.33, those requirements include, but are not limited to, the following:
- 1.2. The Contractor will use Part 2 Data only for the following purposes:
 - 1.2.1. Receive, process, review, pay and deny claims;
 - 1.2.2. At the written request of the Department, assist, conduct research and analyze claims data in response to written audit requests for the Department;
 - 1.2.3. To the extent not addressed in sections 1.2.1 and 1.2.2, to comply with the requirements of the Contract, and
 - 1.2.4 For any Part 2 Data requirements not specifically addressed in this amendment, and which are determined to apply, DXC will work with the Department to develop and provide the cost structure and any additional costs associated with those requirements, and the Department will incorporate those requirements and additional costs in a subsequent amendment. DXC shall not be required to meet any additional requirements or bear any additional costs associated with Part 2 Data, other than those listed in this Exhibit, without the execution of a subsequent amendment.
- 1.3. The Contractor will not use the Part 2 Data for any other purpose, including care coordination and/or case management, without appropriate Member consent as defined under 42 CFR Part 2.
- 1.4. The Contractor upon receipt of Part 2 Data will:
 - 1.4.1. Not disclose Part 2 data without appropriate Member consent except as permitted under 42 CFR Part 2.
 - 1.4.2. Create safeguards for Part 2 Data, including documented policies and procedures, to prevent unauthorized uses and disclosures of Part 2 Data. These policies and procedures will be reported in the Contractor's Data Governance Policy.
 - 1.4.3. Contractor will notify the Department no later than 72 (Seventy-Two) hours, without undue delay, after becoming aware of any unauthorized use, disclosures, or breaches of Part 2 Data.
- 1.5. This information will be disclosed to Contractor from records protected by 42 CFR Part 2. Federal law prohibits Contractor from making any disclosure of the Part 2 Data that identifies a Member as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Member or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (*see* § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65.
- 1.6 The Contractor only will redisclose Part 2 Data to a third party if the third party is a contract agent of the Contractor helping to perform its duties under the Contract and the contract agent only discloses Part 2 Data back to the Contractor or the Department.