

Contract Number 14-64254A20

CONTRACT AMENDMENT NO. 20

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 augment staffing needs previously referenced in Amendment 17, update payments to Contractor and modify the numbering of Section 93 added via Amendment 18 to address a section numbering issue.

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	\$36,497,277.57
State Fiscal Year 2018-19	\$34,090,860.84
State Fiscal Year 2019-20	\$40,742,733.64
State Fiscal Year 2020-21	\$44,414,240.18
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	\$266,454,125.59
<i>Funding Changes in Contract Amendment 20</i>	
<ul style="list-style-type: none"> • Added \$5,735,106.98 to State Fiscal Year 2020-21 for Enhancement Staff • Removed \$598,561.60 from State Fiscal Year 2019-20 for Operations Staff. • Added \$598,561.60 to State Fiscal Year 2020-21 for Operations Staff. 	

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 A, STATEMENT OF WORK, Section 4.6 through Section 4.6.2 is hereby deleted in its entirety and replaced with the following:

- 4.6 Reference Amendment 20-2020: In addition, the Contractor shall, under the terms of this Contract, hire a minimum of thirty-eight (38) 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 20-2020: Should the State choose to reduce the volume of enhancement work below the 76,000 hours, added with these thirty-eight (38) FTEs, DXC can reduce the number of FTEs accordingly to meet the enhancement work.
- 4.6.2 Reference Amendment 20-2020: An FTE is based on forty (40) hours per week and 2,000 work hours annually.
- 4.6.3 For SFY 2021-22, the number of additional FTEs identified in section 4.6 shall be reduced based on the budget available for Enhancement staff resources as reflected in Exhibit E, Section 1.1.3.7.4.

C. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.3.7.4 is hereby deleted in its entirety and replaced as follows:

- 1.1.3.7.4 Reference Amendment 20-2020: 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, under no circumstances, exceed the Total Maximum Amount Per Fiscal Year listed in the following table:

State Fiscal Year	Total Maximum Amount Per State Fiscal Year
SFY 2019-20 (July 1, 2019 – June 30, 2020)	\$4,951,872.00
SFY 2020-21 (July 1, 2020 – June 30, 2021)	\$10,794,930.98
SFY 2021-22 (July 1, 2021 – June 30, 2022)	\$5,170,128.00

D. 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 20-2020: 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 20-2020: 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 20-2020: Individual unique identifier for each operational staff resource, such as name or employee number.
 - 1.1.9.1.2. Reference Amendment 20-2020: The total number of hours worked by each individual operational staff resource during the month invoiced.

- 1.1.9.1.3. Reference Amendment 20-2020: The total amount invoiced for each individual operational staff resource for the month the invoice covers.
- 1.1.9.1.4. Reference Amendment 20-2020: 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 20-2020: The overall total amount invoiced for the operational staff resources for the month the invoice covers.
- 1.1.9.2. Reference Amendment 20-2020: 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 20-2020: 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 20-2020: 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 20-2020: 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
TOTAL			\$479,897.60

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
TOTAL			\$3,230,633.54

Position Title	SFY2018-19 Staff	SFY2018-19 Hourly Rate	SFY2018-19 Total Maximum Amount Per Position Title
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
TOTAL			\$2,450,695.42

Position Title	SFY2019-20 Staff	SFY2019-20 Hourly Rate	SFY 2019-20 Total Maximum Amount Per Position Title
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
TOTAL			\$2,230,187.20

Position Title	SFY2020-21 Staff	SFY2020-21 Hourly Rate	SFY2020-21 Maximum Amount Per Position Total
HCPF Enrollment and Claims Analysts	11	\$29.20	\$668,096.00
Provider Field Representative	7	\$45.41	\$661,169.60
Provider Field Representative – Travel Expenses	N/A	N/A	\$99,872.00

Call Center Supervisor	1	\$63.83	\$132,766.40
HCPF Call Center Agents	9	\$30.67	\$574,142.40
Nurse Reviewer	.25	\$78.31	\$40,721.20
TOTAL			\$2,176,767.60

E. 93.0 ACCESS TO DISABILITY SERVICES AND STABLE WORKFORCE

In Amendment 13 the Parties added Section 93, entitled *Claims Editing Solution*, to the Contract. However, via Amendment 18, the Parties added a second Section 93, entitled *Access to Disability Services and Stable Workforce* to the contract. To address this section numbering issue, Section 93 added via Amendment 18 is renumbered to Section 97.

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: DocuSigned by:
David Hadsell
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Signature of Authorized Officer

By: DocuSigned by:
K Bax
0B6A84797EA8493...
Kim Bimestefer
Executive Director
Department of Health Care Policy and
Financing

Date: 7/16/2020

Date: 7/24/2020

David Hadsell
Printed Name of Authorized Officer

LEGAL REVIEW:
Phil Weiser, Attorney General

Vice President
Printed Title of Authorized Officer

By: N/A

Date: N/A

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, CBA, MBA, JD

By: DocuSigned by:
Greg Tanner
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Department of Health Care Policy and Financing

Date: 7/24/2020