

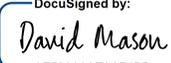
## CONTRACT AMENDMENT #22

### SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing		<b>Original Contract Number</b> 14-64254
<b>Contractor</b> DXC MS LLC		<b>Amendment Contract Number</b> 14-64254A22
<b>Current Contract Maximum Amount</b>		<b>Contract Performance Beginning Date</b> The Effective Date of this amendment.
<b>Initial Term</b>		
State Fiscal Year 2013-14	\$9,201,096.00	<b>Current Contract Expiration Date</b> October 31, 2021
<b>Extension Terms</b>		
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	\$33,443,308.54	
State Fiscal Year 2019-20	\$40,449,396.09	
State Fiscal Year 2020-21	\$51,610,882.03	
State Fiscal Year 2021-22	\$22,829,721.39	
State Fiscal Year 2022-23	\$5,769,900.50	
State Fiscal Year 2023-24	\$1,041,245.50	
<b>Total for All State Fiscal Years</b>	<b>\$277,062,449.59</b>	

### 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.

<p style="text-align: center;"><b>CONTRACTOR</b> DXC MS LLC Authorized Representative</p> <p>DocuSigned by:  AF5086A8E2C74BB</p> <p>By: _____</p> <p>Name and Title: _____</p> <p style="text-align: center;">Date: <u>2/4/2021</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8403</p> <p>By: _____</p> <p style="text-align: center;">Date: <u>2/18/2021</u></p>
<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 style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:  BBE0F4C030DC45C...</p> <p>By: _____</p> <p style="text-align: center;">Date: <u>2/18/2021</u></p> <p>Amendment Effective Date: _____</p>	

## **CONTRACT AMENDMENT NO. 22**

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 MS 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 adjust the annual budget allocations for the Electronic Visit Verification (EVV) system, Access to Disability Services and Stable Workforce and Claims Editing Solution; and to add Contractor full-time equivalent resources (FTEs) to complete the Third Party Liability (TPL) Recovery project. Also, this Amendment deletes and replaces Exhibit C, Section 25.9; adds Exhibit C, Section 62,18; deletes and replaces Exhibit E, Section 1.1.2; deletes and replaces Exhibit E, Section 1.1.3.6; deletes and replaces Exhibit E, Section 1.1.13.

### **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	\$33,443,308.54
State Fiscal Year 2019-20	\$40,449,396.09
State Fiscal Year 2020-21	\$51,610,882.03
State Fiscal Year 2021-22	\$22,829,721.39
State Fiscal Year 2022-23	\$5,769,900.50
State Fiscal Year 2023-24	\$1,041,245.50
<b>Total for All State Fiscal Years</b>	<b>\$277,062,449.59</b>

***Funding Changes in Contract Amendment 22***

**EVV System**

- Deducted \$604,000.00 from State Fiscal Year 2020-21 from Operations to account for an addition error in Amendment 18.
- Added \$30,000 to State Fiscal Year 2020/21 for Implementation.
- Added \$547,884.00 to State Fiscal Year 2021-22 to Operations to account for an addition error in Amendment 18.
- Added \$30,000 to State Fiscal Year 2021/22 for Implementation.

**Access to Disability Services and Stable Workforce**

- Deducted \$59,751.55 from State Fiscal Year 2019-20 for Access to Disability Services and Stable Workforce services.
- Added \$59,751.55 to State Fiscal Year 2020-21 for Access to Disability Services and Stable Workforce services.

**Claims Editing Solution**

- Deducted \$647,552.30 from State Fiscal Year 2018-19 for new enhancement hours for Claims Editing Solution (Amendment 13).
- Deducted \$233,586.00 from State Fiscal Year 2019-20 for new enhancement hours for Claims Editing Solution (Amendment 13).
- Added \$881,138.30 to State Fiscal Year 2020-21 for new enhancement hours for Claims Editing Solution.

**TPL Recovery Project**

- Added \$175,000 to State Fiscal Year 2020-21 for Contractor FTEs to support the Third-Party Liability recovery project.

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, Section 25.9 of the Contract is hereby deleted in its entirety and replaced with the following:**

- 25.9 Reference Amendment 22, Reference #1160: The Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II. The SOC 1, Type II audit shall address Work performed by the Contractor at the Contractor's facility and data center suites.
  - 25.9.1 Contractor shall develop an initial draft scope of the SOC 1, Type II audit, which will be subject to Department approval. The scope shall include the control objectives of the audit.
  - 25.9.2 The Parties shall review the scope of SOC 1, Type II audits, and the Department shall approve the scope of the SOC 1, Type II audit prior to commencement of review activities by the independent auditor.
    - 25.9.2.1 Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.
    - 25.9.2.2 Contractor shall be responsible for facilitating meetings between the Contractor and the Department to review the scope of SOC 1, Type II audits. At a minimum, the following topics shall be addressed during this meeting:
      - 25.9.2.2.1 The process to be used by the Contractor and independent auditor to develop, document and implement the objectives of the SOC 1, Type II audit
      - 25.9.2.2.2 Identification of all appropriate internal controls impacting financial reporting
      - 25.9.2.2.3 Testing of identified internal controls for effectiveness
      - 25.9.2.2.4 Guidelines Contractor and the independent auditor will follow in communicating audit-related opinions to the Department

- 25.9.2.2.5 Any changes to the control environment that may impact the SOC I, Type II audit.
- 25.9.2.3 The Contractor shall submit the SOC 1, Type II audit report(s) to the Department along with the following supplemental documentation:
  - 25.9.2.3.1 The Contractor's responses to the independent auditor's findings
  - 25.9.2.3.2 A SOC 1, Type II Report Action Plan detailing how the Contractor will address and resolve all findings in the SOC 1, Type II report and the timeline for addressing each finding. The SOC Report Action Plan shall be subject to Department review and approval. The Action Plan shall be available after issuance of the SOC 1, Type II report.
- 25.9.2.4 The Contractor shall address and resolve all findings in the SOC 1, Type II report, and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
- 25.9.2.5 Contractor Approach: The Contractor shall pay an independent auditor to perform a SOC 1, Type II audit annually.
  - 25.9.2.5.1 The Contractor shall submit responses to the auditor's findings and a SOC 1, Type II Report Action Plan to the Department for review and approval.
  - 25.9.2.5.2 The Contractor shall address and resolve findings in the SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
    - 25.9.2.5.2.1 DELIVERABLE: SOC 1, Type II Report
    - 25.9.2.5.2.2 DUE: September 1 of each year of the Contract
    - 25.9.2.5.2.3 DELIVERABLES: Contractor's Responses to Findings, SOC 1, Type II Report Action Plan, and SOC 1, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.

**C. Exhibit C, REQUIREMENTS, Section 62.18 is hereby added as follows:**

- 62.18 The Contractor shall implement a solution that enables the interChange to process a recurring member Third Party Liability (TPL) file from the Department's TPL recovery vendor. The frequency of the recurring period shall be determined by the Department.
  - 62.18.1 The above-mentioned solution will:
    - 62.18.1.1 Expedite the updating of Members' TPL records to accurately reflect any current commercial health coverage
    - 62.18.1.2 Allow the Department to more accurately process claims for Members covered under any TPL

- 62.18.1.3 Ensure the interChange receives a direct feed of TPL data in more timely fashion from the Department's TPL vendor
- 62.18.1.4 Allow the Department to conduct additional TPL activities without interrupting post-payment recovery processes.
- 62.18.2 Contractor shall hire no more than two (2) FTEs for 4 months to implement this project. The total cost of for this item shall not exceed \$175,000 when invoicing the Department for hours in satisfying this requirement.
- 62.18.3 DELIVERABLE: Implementation of the HMS TPL Cost Avoidance Verification File interface to accurately update Members' coverage in the TPL subsystem.
- 62.18.4 DUE: No later than December 31, 2020

**D. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.2. through Section 1.1.2.4.5, is hereby deleted in its entirety and replaced with the following:**

- 1.1.2. Reference Amendment 22-2020: The Department shall reimburse the Contractor for all actual postage costs expended by the Contractor during a month.
  - 1.1.2.1. Throughout the term of the Contract the Department may direct contractor conduct ad hoc printing and mailing services related to Provider form letters and documents for the Department. The Department will provide printing specifications to Contractor which may include the following:
    - 1.1.2.1.1. Copy and artwork to be printed
    - 1.1.2.1.2. Flat Size
    - 1.1.2.1.3. Folded Size
    - 1.1.2.1.4. Pages
    - 1.1.2.1.5. Scoring
    - 1.1.2.1.6. Material
    - 1.1.2.1.7. Ink
    - 1.1.2.1.8. Bleeds
    - 1.1.2.1.9. Adhesive (as applicable)
    - 1.1.2.1.10. Die Cut (as applicable)
    - 1.1.2.1.11. Cut
    - 1.1.2.1.12. Quantity and Order information
    - 1.1.2.1.13. Artwork
    - 1.1.2.1.14. Envelope specifications (as applicable)
    - 1.1.2.1.15. Date mailing of printed materials shall occur

Upon receipt of printing specifications, the Contractor will provide a printing and mailing services quote to the Department for consideration. In the event the Contractor does not have the capability to fulfill the print campaign specifications as requested, the Contractor will include alternate recommendations in the quote when possible.

- 1.1.2.2. For letters and postcards, Contractor shall provide a PDF pre-production proof(s) via email to the Department within two (2) business days of receipt of the printing specifications. For all other print services, a time lime for production, including the creation of pre-production proofs will need to be estimated upon receipt of the print campaign specifications. Pre-production proofs will be sent to the Department for review and approval. The Department will notify the Contractor in writing of its approval or rejection of the pre-production proof(s) and quote within seven (7) business days of receipt of the pre-production proof(s).
- 1.1.2.3. All costs related to section 1.1.2 through 1.1.2.2 shall not exceed the Maximum Annual Pass-Through Postage Amount shown in the Maximum Pass-Through Postage Table for each SFY.
- 1.1.2.4. Maximum Pass-Through Postage Table

<b>State Fiscal Year</b>	<b>Maximum Annual Pass-Through Postage Amount</b>
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

- 1.1.2.5. The Contractor shall attempt to use the least expensive postage available for each mailing necessary to comply with all requirements of this Contract related to that mailing.
- 1.1.2.6. In the event that the postage costs for a year will exceed the amount shown in this section, the Contractor shall not be required to make any mailing that will result in payment of postage that exceeds the amounts shown in this section. The Department

may increase this pass-through postage amount maximum through the use of an Option Letter.

- 1.1.2.7. Postage fulfillment will be provided by third-party shipping agents or US Postal Service. Contractor will act in the capacity of an agent role for postage fulfillment and is not liable for non-delivery except as a result of mislabeling of material by Contractor.
- 1.1.2.7.1. Contractor will be paid for its services pursuant to Exhibit E, including postage, for any non-delivery by third-parties or the US Postal Service.
- 1.1.2.7.2. Contractor will be paid for any reshipments/second mailings required due to mis-delivery by third parties.
- 1.1.2.7.3. Contractor will invoice postage as a separate line item on monthly invoices for regular fixed and variable fees.
- 1.1.2.7.4. If non-delivery was a result of mislabeling of material by Contractor, the Contractor will reship or provide second and subsequent mailings at no cost for its services or postage.
- 1.1.2.7.5. Allowable postage costs will be reimbursed as an additional pass through (cost based) charge to the Department.

**E. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.3.6, Contract Amendment No. 15, is hereby deleted in its entirety and replaced with the following:**

- 1.1.3.6 Reference Amendment 22-2020: The funding for the Additional Enhancement Hours is as follows:

<b>Date Range</b>	<b>Amount</b>
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	\$441,501.36
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	\$1,432,377.44
State Fiscal year 2020-21, July 1, 2020 through June 30, 2021 for Claims Editing Solution	\$295,875.60
<b>TOTAL</b>	<b>\$12,444,172.36</b>

**F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.13, Contract Amendment No. 18, is hereby deleted in its entirety and replaced with the following:**

<b>Access to Disability Services and Stable Workforce</b>			
<b>Deliverable</b>	<b>Due Date</b>	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>
System Modifications for the Collection of Information	November 1, 2020	\$371,248.45	\$59,751.55

<b>Electronic Visit Verification</b>		
<b>Deliverable</b>	<b>Due Date</b>	<b>Amount</b>
Kick Off Meeting Completion	Two (2) Weeks After Amendment Execution	\$100,000.00
Final EVV System Implementation Project Plan Approval	No Later Than Ten (10) Business Days After Kickoff Meeting	\$115,002.00
Approval of Business Rules for EVV System	After EVV System Project Plan Approval	\$215,002.00
Approval of Training Plan	Prior to First Training Session	\$73,335.00
Acceptance of User Acceptance Testing for EVV System	All Severity 1 and 2 Issues Resolved, and 3 (at the Department's Discretion) Issues are Resolved	\$200,000.00
EVV System Deployment	No Earlier than December 31, 2018	\$273,335.00
Kick Off Meeting and Project Plan Approval for EVV Scheduling Module and Consumer Directed Suite	After EVV System Deployment	\$67,351.00
Approval of the EVV Scheduling Module and Consumer Directed Suite Business Rules	After EVV Scheduling Module Project Plan Approval	\$125,372.00
User Acceptance Testing for EVV Scheduling Module and Consumer Directed Suite	All Severity 1 and 2 Issues Resolved, and 3 (at the Department's Discretion) Issues are Resolved	\$51,351.00
EVV Scheduling Module and Consumer Directed Suite Deployment	No Later than December 31, 2019	\$87,101.00

<b>Totals</b>		<b>\$1,307,849.00</b>
<b>Per Item Fees</b>		
Provider EVV System Setup	Invoiced at the Start of Implementation	\$41.00/Provider, up to the maximum of \$52,316.00 annually through FY 2019-2020.
Third Party Interfaces for Aggregator	Invoiced as They Occur	\$3,000/Interface, up to the maximum of \$135,000.00 annually.
Instructor Led Classroom and Webinar Training	Invoiced as They Occur	Instructor Led Classroom: \$2,625/Each and Instructor Led Webinar: \$990/Each, up to the maximum of \$72,300.00 annually through FY 2019-2020.
Consumer Directed Financial Management Services (FMS) Interface Integration	Invoiced as They Occur	A maximum of \$7,800.00 annually.
<b>Annual Total Through FY 2019-2020:</b>		<b>\$267,416.00</b>
<b>Annual Total Starting FY 2020-2021:</b>		<b>\$142,800.00</b>

<b>Recurring Fees</b>	<b>Invoice Frequency</b>	<b>Rates</b>	<b>FY 2019-2020</b>	<b>FY 2020-2021</b>	<b>FY 2021-2022</b>
Monthly Transaction Fee – Includes Minimum Monthly Transaction Fees: <ul style="list-style-type: none"> <li>• Months 1-3 Post Go Live: 438,550 Transactions Per Month</li> <li>• Months 4-Ongoing Post Go Live: 751,800 Transactions Per Month</li> </ul>	Invoiced Monthly	\$0.11/Transaction Per Month	\$2,541,835.30	\$3,678,205.13	\$3,991,956.03
Ongoing Support Services Fee	Invoiced Monthly	\$30,000.00/Month	\$360,000.00	\$360,000.00	\$360,000.00

Percentage of Calls Abandoned is Less Than 5%;	Invoiced Monthly	\$2,000.00	\$62,892.00	\$62,892.00	\$62,892.00
85% of Calls Answered Within 60 Seconds	Invoiced Monthly	\$3,241.00			
EVV Aggregator PMPM Fee	Invoiced Monthly	\$1.25/PMPM	\$1,719,315.00	\$1,865,972.57	\$2,025,140.03
Scheduling Module Ongoing Support Fee	Invoiced Monthly and Starts After EVV Scheduling Deployment	\$10,416.00/Month	\$124,992.00	\$124,992.00	\$124,992.00

**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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