



CONTRACT AMENDMENT #23

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 14-64254
Contractor DXC MS LLC		Amendment Contract Number 14-64254A23
Current Contract Maximum Amount Initial Term		Contract Performance Beginning Date 2/28/2014
State Fiscal Year 2013-14	\$9,201,096.00	Current Contract Expiration Date October 31, 2023
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	\$33,443,308.54	
State Fiscal Year 2019-20	\$40,449,396.09	
State Fiscal Year 2020-21	\$51,756,010.03	
State Fiscal Year 2021-22	\$22,858,747.39	
State Fiscal Year 2022-23	\$5,769,900.50	
State Fiscal Year 2023-24	\$1,041,245.50	
Total for All State Fiscal Years	\$277,236,603.59	


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>CONTRACTOR DXC MS LLC</p> <p>DocuSigned by:  A61C010B83104B7...</p> <p>5/21/2021</p> <p>Date: _____</p>	<p>STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0BB8B4797EAB493...</p> <p>5/21/2021</p> <p>Date: _____</p>
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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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:

C9F8258C0E8E402

5/24/2021

Amendment Effective Date: _____

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. 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 **§1.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 or May 30, 2021, whichever is later and shall terminate on the Contract Expiration Date.

4. PURPOSE

The purpose of this Amendment is to add funding for 12 months of Medical Assistance Provider Incentive Repository (MAPIR) services, from October 1, 2020 through September 30, 2021.

5. 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	\$51,756,010.03
State Fiscal Year 2021-22	\$22,858,747.39
State Fiscal Year 2022-23	\$5,769,900.50
State Fiscal Year 2023-24	\$1,041,245.50
Total for All State Fiscal Years:	\$277,236,603.59
<i>Funding Changes in Contract Amendment 23</i>	
Medical Assistance Provider Incentive Repository (MAPIR)	
Added \$145,128.00 to State Fiscal Year 2020-21 for MAPIR design, development and implementation support services.	
Added \$29,026.00 to State Fiscal Year 2021-22 for MAPIR design, development and implementation support services.	

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. The Contractor shall not provide services to the Department that exceed the contract maximum in this section for any fiscal year.

A. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.14, MEDICAL ASSISTANCE PROVIDER INCENTIVE REPOSITORY, is hereby deleted in its entirety and replaced with the following:

The Contractor shall be paid for work described under Contract Amendment No. 16 by submitting an invoice on a quarterly basis for the State's equally divided cost pursuant to the State's membership in the MAPIR Collaborative.

- 1.1.14.1. The fee associated with MAPIR design, development, and implementation of enhancements shall be divided equally between all participating MAPIR Collaborative states.

1.1.14.1.1. If additional states join the MAPIR Collaborative, the Contractor shall adjust the quarterly payment by dividing the total amount by that total number of participating states starting with the next full quarter.

1.1.14.2. A tiered payment schedule for the number of participating MAPIR Collaborative states is as follows:

Services Provided	Time Period	Payment Date	Quarterly Price	Quarterly Price	Quarterly Price	Quarterly Price	Quarterly Price	Quarterly Price	Quarterly Price
			with 14 Members	with 13 Members	with 12 Members	with 11 Members	with 10 Members	with 9 Members	with 8 Members
MAPIR: Design, Development and Implementation Support	Oct 2018 – Dec 2018	Dec-18	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Jan 2019 – Mar 2019	Mar-19	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Apr 2019 – June 2019	Jun-19	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Jul 2019 – Sep 2019	Sep-19	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Oct 2019 – Dec 2019	Dec-19	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Jan 2020 – Mar 2020	Mar-20	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Apr 2020 – Jun 2020	Jun-20	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
MAPIR: Design, Development and Implementation Support	Jul 2020 – Sep 2020	Sep-20	\$58,051	\$62,517	\$67,727	\$73,884	\$81,272	\$90,302	\$101,590
TOTAL FOR 24 MONTHS PER STATE			\$464,412	\$500,135	\$541,813	\$591,069	\$650,176	\$722,418	\$812,720

1.1.14.2.1. For Federal Fiscal Year 2021 (October 2020 – September 2021) the following tiered payment schedule for participating MAPIR Collaborative states will be used to compensate Contractor:

Federal Fiscal Year 2021				
Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total:
\$58,051	\$58,051	\$29,026	\$29,026	174,154.00

The end date for MAPIR services will be September 30, 2021.

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.

7. 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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