

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 aligns the Contract with state and federal regulations.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.
- B. The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Section 5.C.i, Payments to Contractor, Payment Procedures, Invoices and Payment, is hereby amended by adding a new subsection e. Re-Billed Claims as follows:
 - e. Re-Billed Claims.

Providers may rebill claims after a denial by the Contractor for a complex inpatient audit finding for the “place of service” review or for other reviews where repricing is not possible or feasible and where Providers are permitted to rebill.

The previous denial related to an inpatient audit finding for the “place of service” review would have resulted in the recovery of the full inpatient claim and an associated contingency fee would have been paid to the Contractor.

On a quarterly basis, Contractor will perform a reconciliation of claims for which Contractor previously invoiced and was paid its fee for the “place of service” recoveries, or for other recoveries where repricing is not possible or feasible, and where Providers are permitted to rebill. Any associated qualifying rebilled claims submitted by the Provider within the sixty (60) day period after the inpatient or other claim offset, a submitted single payment from a provider, or satisfaction in full of a Provider payment plan shall be reconciled pursuant to the following subsections.

If a contingency fee for previously identified savings from a denied version of a “place of service” audit finding has been (a) invoiced by Contractor and a payment has been received by Contractor from the State for the fee associated with the savings and (b) if the valid qualifying outpatient rebilled claim is approved by Contractor, Contractor will refund the difference between the fee received for the original recovery amount and the fee due to Contractor after the valid rebill of the outpatient claim.

The criteria for a valid qualifying outpatient rebill credit is where Contractor determines that the rebilled claim has Bill Type = 13X (any last character), the same Provider ID, the same Patient ID, the same Bill From Date, the same Bill To Date, and the same or similar services (Diagnosis & Procedure Codes). If the valid qualifying outpatient rebill amount is greater than the original inpatient recovery amount, Contractor shall refund the fee received for the original inpatient claim overpayment. If contractor neither invoices within 60 days nor sends the mutually agreed upon credit, then the state may deduct any credit due past 60 days from a subsequent invoice payment

D. Section 9.C, Disclosure to the State is hereby deleted in its entirety and replaced with the following:

9.C. If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Contract. For avoidance of doubt Contractor shall disclose to the State any change in ownership of the Contractor where the new owner is, or is a parent or subsidiary of an organization that is, the Department’s MMIS claims processing contractor.

E. Exhibit B, Statement of Work, Sections 1.3.3.2.3, 1.15.4.2, 1.19.2.3, 1.19.7.4, 1.27.5, 1.27.6, 2.2.1.2, 2.3.1.10 are hereby deleted in their entirety and replaced with the following and a new section 1.16.7.9.5 is inserted into the Contract:

1.15.4.2. Where possible and feasible, Contractor will recalculate or reprice claims when

directed by the Department.

- 1.16.7.9.5. Instructions to the Provider to conduct a self-audit for potential overpayments not included in the Notice of Adverse Action Letter.
- 1.19.2.3. Where possible and feasible, repricing claims prior to settlement conferences to evaluate the overpayments of each claim where there is not a repricing already completed.
- 1.19.7.4. Where possible and feasible, repricing claims.
- 1.27.5. Contractor shall receive a contingency payment for repayment plan only for payments received, deposited, and cleared, including refunded and offset amounts.
- 1.27.6. In the event of settlement of claims, the State will pay the Contractor the contingency fee associated with the settlement amount, not the full findings amount.
- 2.2.1.2 Where rebilling is an option, where possible and feasible (e.g. DRG), Contractor shall conduct re-pricing calculations for that claim that Contractor is reviewing. When available, Contractor will have access to INTERCHANGE in order to conduct re-pricing calculations.
- 2.3.1.10 Adjustments, credits and debits, including fee adjustments due to valid qualifying Provider re-billing of prior overpayments where the original full inpatient claim was offset or repaid by any means, if any, with explanations and calculations.

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.