

CONTRACT AMENDMENT NO. 4

Original Contract Routing Number 14-64254

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between HP Enterprise Services, LLC (HPES), 5400 Legacy Drive, Plano, TX 75024, (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 revise payment structure related for State Fiscal Year 2016-17 due to the postponement of Go-Live.

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	\$27,610,091.00
State Fiscal Year 2017-18	\$25,350,167.00
State Fiscal Year 2018-19	\$20,831,519.00
State Fiscal Year 2019-20	\$20,582,019.00
State Fiscal Year 2020-21	\$20,451,659.00
State Fiscal Year 2021-22	\$6,831,706.33
Total for All State Fiscal Years	\$182,201,775.33

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.

B. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.1.1., is hereby deleted in its entirety and replaced with the following:

1.1.1.1. Monthly Contract Stage Payment Table:

Contract Stage	Monthly Contract Stage Payment Amount	Maximum Number of Monthly Payments	Stage Maximum Payment Amount*
BPR Contract Stage	\$221,162.00	6	\$1,326,972.00
Implementation Contract Stage I	\$400,066.00	28	\$11,201,848.00
Implementation Contract Stage II (March 1, 2014 – October 31, 2016)	\$1,679,046.00	32	\$53,729,472.00
Implementation Contract Stage II DDI (November 1, 2016 – February 28, 2017)	\$1,679,046.00	4	\$6,716,184.00
Implementation Contract Stage III DDI (November 1, 2016 – February 28, 2017)	\$250,000.00	4	\$1,000,000.00
Implementation Contract Stage III DDI (March 1, 2017 – October 31, 2017)	\$501,464.00	8	\$4,011,712.00

Implementation Contract Stage III DDI (November 1, 2017 – February 28, 2018)	\$250,000.00	4	\$1,000,000.00
Ongoing Operations and Enhancement Contract Stage – Year 1 (March 1, 2017 – October 31, 2017)	\$1,343,319.00	8	\$10,746,552.00
Ongoing Operations and Enhancement Contract Stage – Year 2 (November 1, 2017 – October 31, 2018)	\$1,575,182.00	12	\$18,902,184.00
Ongoing Operations and Enhancement Contract Stage – Year 3 (November 1, 2018 – October 31, 2019)	\$1,638,224.00	12	\$19,658,688.00
Ongoing Operations and Enhancement Contract Stage – Year 4 (November 1, 2019 – October 31, 2020)	\$1,586,474.00	12	\$19,037,688.00
Ongoing Operations and Enhancement Contract Stage – Year 5 (November 1, 2020 – October 31, 2021)	\$1,596,832.00	12	\$19,161,984.00
*Does not include Quality Maintenance Payment or postage.			

C. Exhibit E, QUALITY MAINTENANCE PAYMENTS & PERFORMANCE STANDARDS, Section 2.1.1.1.1., is hereby deleted in its entirety and replaced with the following:

2.1.1.1.1. One-Time DDI QMP Table

DDI QMP Name	DDI QMP Amount
BPR Contract Stage QMP	\$99,879.00
Implementation Contract Stage I QMP	\$843,150.00
Implementation Contract Stage II QMP –Part 1 (January 2017)	\$2,112,738.00
Implementation Contract Stage II QMP – Part 2 (March 2017)	\$2,112,739.00
Implementation Contract Stage III QMP	\$452,492.00
CMS Certification QMP	\$2,409,000.00

D. Exhibit E, QUALITY MAINTENANCE PAYMENTS & PERFORMANCE STANDARDS, Section 2.1.1.1.2.1., is hereby deleted in its entirety and replaced with the following:

2.1.1.1.2.1. DDI QMP Release Criteria

Contract Stage	QMP Release Criteria
BPR	Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the stage.
Implementation Contract Stage I	Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the stage.
Implementation Contract Stage II	QMP Release Criteria for Part 1 and Part 2 to be determined by the Department and the Contractor prior to January 1, 2017. Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the stage.
CMS Certification Project Phase	Department releases QMP following receipt of official CMS certification of the Colorado interChange.
Implementation Contract Stage III	Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the stage.

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.

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:
HP Enterprise Services, LLC

STATE OF COLORADO:
John W. Hickenlooper, Governor

By: Ruth Bryson
Signature of Authorized Officer

By: Susan E. Birch
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and
Financing

Date: 12-14-2016

Date: 12/16/16

Ruth Bryson
Printed Name of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

Account Executive
Printed Title of Authorized Officer

By: N/A
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §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, CPA, MBA, JD

By: Robert Jaros
Department of Health Care Policy and Financing

Date: 12/16/16

