

**CONTRACT AMENDMENT NO. 6**

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 Enterprise Services LLC (ES), 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 add additional call center staff resources for five (5) months.

**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	\$29,778,487.60
State Fiscal Year 2017-18	\$25,470,141.40
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
<b>Total for All State Fiscal Years</b>	<b>\$184,490,146.33</b>

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 C, REQUIREMENTS, Sections 84.12 through 84.12.2.1.4. are hereby added as follows:**

84.12. Reference #HPA6-2017: The Contractor shall add up to a maximum of twenty-four (24) call center agents as needed and one (1) call center supervisor as additional call center staff resources to augment the Contractor's existing call center staff following Go-Live. The Contractor shall utilize these additional call center agents and call center supervisor for a maximum of five (5) months following the Effective Date of this amendment.

84.12.1. Reference #HPA6-2017: The Contractor shall conduct all training for the additional call center staff resources so that they are proficient in all activities and responsibilities of their respective position—call center agent or call center supervisor.

84.12.2. Reference #HPA6-2017: The Contractor shall invoice the Department on a monthly basis in the month following the month for which the invoice covers.

84.12.2.1. Reference #HPA6-2017: The Contractor shall only invoice for hours worked by the call center agents and call center supervisor up to forty (40) hours worked per staff resource during any Monday through Friday weekly time period.

84.12.2.1. Reference #HPA6-2017: The Contractor shall invoice \$28.75 as the hourly rate for each call center agent and \$59.84 as the hourly rate for the call center supervisor.

84.12.2.1. Reference #HPA6-2017: The Contractor's monthly invoice shall include, at a minimum, all of the following:

84.12.2.1.1. Individual unique identifier for each call center agent and call center supervisor (such as name or employee number) for each of the additional call center agents and the call center supervisor.

84.12.2.1.2. The total number of hours worked by each individual during the month invoiced.

84.12.2.1.3. The total amount invoiced for each individual.

84.12.2.1.4. The overall total amount invoiced.

**C. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.9, Modification of Incremental Data Load Scripts, is hereby added as follows:**

1.1.9 Reference #HPA6-2017: The Contractor shall be paid for work described under Contract Amendment No. 6 by submitting an invoice on a monthly basis for the actual hours worked per position title: call center agent or call center supervisor. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices. The total amount invoiced shall in no circumstance exceed the Total Project Cost amount listed in the following table.

Position	Hourly Rate	SFY 2016-17 Maximum	SFY 2017-18 Maximum	Total Maximum Per Position
Call Center Supervisor	\$59.84	\$38,297.60	\$9,574.00	\$47,872.00
Call Center Agent	\$28.75	\$441,600.00	\$110,400.00	\$552,000.00
TOTALS		\$479,897.60	\$119,974.00	\$599,872.00

**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.

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**

**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:**  
Enterprise Services LLC

**STATE OF COLORADO:**  
John W. Hickenlooper, Governor

By: Ruth Bryson  
Signature of Authorized Officer

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

Date: 3-8-17

Date: 3/17/17

Ruth Bryson  
Printed Name of Authorized Officer

**LEGAL REVIEW:**  
Cynthia H. Coffman, Attorney General

Account Executive  
Printed Title of Authorized Officer

By: \_\_\_\_\_  
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: [Signature]  
Department of Health Care Policy and Financing  
Date: 3/17/17