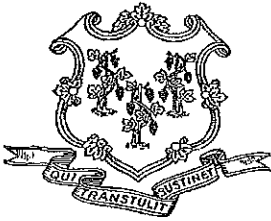


STATE OF CONNECTICUT  
DEPARTMENT OF SOCIAL SERVICES



**CONTRACT AMENDMENT**

**Contractor:** HP ENTERPRISE SERVICES LLC  
**Contractor Address:** 195 Scott Swamp Road, Farmington, CT .06032  
**Contract Number:** 052EDS-MOP-01/ 05DSS6701IW  
**Amendment Number:** A9  
**Amount as Amended:** \$283,546,470.00  
**Contract Term as Amended:** 8/17/2005 to 9/30/2019

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The contract between *HP Enterprise Services LLC* ("Contractor") and the Connecticut Department of Social Services ("Agency" or "Department"), which was last executed by the parties on and approved by the Office of the Attorney General on 3/22/16, is hereby further amended as follows:

1. The term of the contract is **extended three** years and the end date of the contract is changed from 09/30/2016 to 9/30/2019. The contract Period has been extended and described using the methodology as follows:

**Contract Extension – For Period between 10/01/2016 - 9/30/2019**

- A. Section 1, subsection 1.4 (b) of the Original Contract titled Contract Period shall be amended to reflect the mutual agreement of the Department and HPES to enter into a three-year contract extension. The Department has elected to exercise the contract's third and final option year (Period between October 2016-September 2017 "Option Year 3"), and to add and exercise two additional extension years to the contract (Period between October 2017- September 2019 "Extension Years"). The three-year extension extends the contract from October 1, 2016 through September 30, 2019 ("Combined Extension Period").
2. The total maximum amount payable under this contract is increased by \$75,000,000.00, and the total contract award is changed from \$208,546,470.00 to \$283,546,470.00.
  3. **Section D.3.2. of the Request for Proposal (RFP)** Section D.3.2. labeled OPERATIONS, MAINTENANCE, MODIFICATIONS AND TURNOVER TASKS REVISED PRICING SCHEDULES, as modified by Section 7 of Amendment Six (A6), and as incorporated in the Original Contract, is hereby amended in consideration of the Combined Extension Period, HPES and the Department mutually agree to modify the billing for "Option Year 2", means the period between October 2015 – September 2016, by capping the maximum excess transaction billing amount for each transaction type, as follows:

Option Year 2 - Contract Year 2016 (October 2015 - September 2016) Transaction Billing							
Transaction	Billing Timing						Billing Totals
	Monthly Fix Fee Oct 15 - Sept 16	Quarterly True-up Jan 2016	Quarterly True-up April 2016	Special True-up June 2016	Quarterly True-up July 2016	Annual True-up Oct 2016	
Non-Pharmacy	\$ 1,179,419		\$ -	\$ 707,659	\$ -	\$ 89,538	\$ 14,950,229
Pharmacy	\$ 119,285		\$ -		\$ -		\$ 1,431,418
Pharmacy PA	\$ 51,534		\$ -	\$ 37,368	\$ -	\$ 37,369	\$ 693,144
E-Prescribing	\$ 97,540	\$ 117,322	\$ 363,749		\$ 341,054		\$ 1,992,601
Monthly Total	\$ 1,447,778						\$ 17,373,334
Annual Total	\$ 17,373,334	\$ 117,322	\$ 363,749	\$ 745,027	\$ 341,054	\$ 126,907	\$ 19,067,392

4. Section D.3.2. of the RFP, as incorporated into the Original Contract, and as modified by Amendment Six (A6), Section numbered 7, labeled Modification of Contract Transaction Volumes is supplemented by inserting Figures 1-4 below, in consideration of the three-year contract extension, and to more accurately reflect the current and anticipated transaction volumes. For the Combined Extension Period HPES and the Department mutually agree to the revise the operations phase pricing schedules 2j part 1 pharmacy claims, 2j part 2 non-pharmacy claims, 2j part 3 pharmacy prior authorizations, and 2j part 6 e-prescribing to:
- o extend the pricing schedules through the Combined Extension Period
  - o expand the number of transactions included in the anticipated volume range,
  - o modify the anticipated range fixed price fee, and
  - o provide additional fixed fee corridors above and below the anticipated volume range

The revised transaction pricing schedules for the Combined Extension Period are presented as figures 1 through 4 below.

Pricing Schedule 2.j, Operations Phase							
Total Fixed Price for Operations, Maintenance, Modifications, and Turnover Tasks							
October 1, 2016 – September 30, 2019							
Part 1 - Pharmacy Claims							
Line Item	Claims Volume Range	Monthly Claims Adjustment Range		Monthly Fixed Price for Claim Volume Range	Annual Claims Adjustment Range		Annual Fixed Price for Claim Volume Range
1	< 10% Below Volume Range	-	1,140,475	Parties to negotiate fixed price	-	13,685,721	Parties to negotiate fixed price
2	1 - 10% Below Volume Range Adjustment	1,140,476	- 1,267,196	\$ 112,187	13,685,722	- 15,205,357	\$ 1,346,249
3	<b>Anticipated Volume Range</b>	<b>1,267,197</b>	<b>- 1,900,795</b>	<b>\$ 118,092</b>	<b>15,206,358</b>	<b>- 22,809,538</b>	<b>\$ 1,417,104</b>
4	1 - 10% Above Volume Range Adjustment	1,900,796	- 2,090,875	\$ 123,997	22,809,539	- 25,090,492	\$ 1,487,959
5	> 10% Above Volume Range	2,090,876	-	Parties to negotiate fixed price	25,090,493	-	Parties to negotiate fixed price

Figure 1 – Pharmacy Claims Pricing Schedule

<b>Pricing Schedule 2.j, Operations Phase</b>							
<b>Total Fixed Price for Operations, Maintenance, Modifications, and Turnover Tasks</b>							
<b>October 1, 2016 – September 30, 2019</b>							
<b>Part 2 - Non-Pharmacy Claims</b>							
	Claims Volume Range	Monthly Claims Adjustment Range	Monthly Fixed Price for Claim Volume Range	Annual Claims Adjustment Range	Annual Fixed Price for Claim Volume Range		
Line Item	Non- Pharmacy Claims						
1	< 10% Below Volume Range		1,831,335	Parties to negotiate fixed price		21,976,037	Parties to negotiate fixed price
2	1 - 10% Below Volume Range Adjustment	1,831,336 -	2,034,817	\$ 1,175,235	21,976,038 -	24,417,820	\$ 14,102,825
3	<b>Anticipated Volume Range</b>	<b>2,034,818 -</b>	<b>3,052,228</b>	<b>\$ 1,237,090</b>	<b>24,417,821 -</b>	<b>36,626,731</b>	<b>\$ 14,846,078</b>
4	1 - 10% Above Volume Range Adjustment	3,052,229 -	3,357,451	\$ 1,298,944	36,626,732 -	40,289,405	\$ 15,587,333
5	> 10% Above Volume Range		3,357,452	Parties to negotiate fixed price	40,289,406		Parties to negotiate fixed price

Figure 2 – Non-Pharmacy Claims Pricing Schedule

<b>Total Fixed Price for Operations, Maintenance, Modifications, and Turnover Tasks</b>							
<b>October 1, 2016 – September 30, 2019</b>							
<b>Part 4 - Pharmacy Prior Authorizations</b>							
	Transaction Volume Range	Monthly Transaction Adjustment Range	Price for Transaction Volume Range	Annual Transaction Adjustment Range	Price for Transaction Volume Range		
Line Item	Pharmacy Prior Authorizations						
1	< 10% Below Volume Range		8,458	Parties to negotiate fixed price		101,512	Parties to negotiate fixed price
2	1 - 10% Below Volume Range Adjustment	8,459 -	9,398	\$ 54,325	101,513 -	112,793	\$ 651,902
3	<b>Anticipated Volume Range</b>	<b>9,399 -</b>	<b>14,099</b>	<b>\$ 57,184</b>	<b>112,794 -</b>	<b>169,190</b>	<b>\$ 686,213</b>
4	1 - 10% Above Volume Range Adjustment	14,100 -	15,510	\$ 60,044	169,191 -	186,111	\$ 720,523
5	> 10% Above Volume Range		15,511	Parties to negotiate fixed price	186,112		Parties to negotiate fixed price

Figure 3 – Pharmacy Prior Authorizations Pricing Schedule

<b>Pricing Schedule 2.j, Operations Phase</b>							
<b>Total Fixed Price for Operations, Maintenance, Modifications, and Turnover Tasks</b>							
<b>October 1, 2016 – September 30, 2019</b>							
<b>Part 6 - ePrescribing Eligibility Transactions</b>							
	Transaction Volume Range	Monthly Transaction Adjustment Range	Monthly Fixed Price for Transaction Volume Range	Annual Transaction Adjustment Range	Annual Fixed Price for Transaction Volume Range		
Line Item	ePrescribing Eligibility Transactions						
1	< 10% Below Volume Range		411,467	Parties to negotiate fixed price		4,937,623	Parties to negotiate fixed price
2	1 - 10% Below Volume Range Adjustment	411,468 -	457,186	\$ 138,781	4,937,624 -	5,486,249	\$ 1,665,370
3	<b>Anticipated Volume Range</b>	<b>457,187 -</b>	<b>685,781</b>	<b>\$ 146,085</b>	<b>5,486,250 -</b>	<b>8,229,374</b>	<b>\$ 1,753,021</b>
4	1 - 10% Above Volume Range Adjustment	685,782 -	754,360	\$ 153,389	8,229,375 -	9,052,313	\$ 1,840,672
5	> 10% Above Volume Range		754,361	Parties to negotiate fixed price	9,052,314		Parties to negotiate fixed price

Figure 4 – ePrescribing Eligibility Transactions Pricing Schedule

5. Section 12.8, labeled "Adjustment of Operation Payments," in the Original Contract is hereby supplemented by inserting the following after the first paragraph:

Effective October 1, 2016, the following terms apply for the Combined Extension Period. If the actual pharmacy claims, non-pharmacy claims, pharmacy prior authorizations, or e-prescribing volumes fall outside the monthly Anticipated Volume Range set forth in Pricing Schedule 2.j for 3 consecutive months during the Combined Extension Period, the fixed fees set forth in Schedule 2j associated with (i) the Above Volume Range Adjustment corridor or (ii) the Below Volume Range Adjustment corridor will be used as the adjusted monthly fixed fee for that respective range. The adjusted fees associated with the Adjusted Ranges will be billed beginning in the third consecutive month and continue at adjusted rates until the claims volume falls within a different Range for another three consecutive months, at which time, the applicable Range's fees apply. If the transaction volumes fall outside the Anticipated or Adjusted volume ranges defined in the pricing schedule for three consecutive months (e.g. if the transaction volumes are more than 10% Below or Above the volume range) the Department and/or HPES reserve the right to re-negotiate contract pricing terms and fees beginning in the third month.

6. Item numbered 4.e. of Amendment Four (A4) is hereby deleted in its entirety and replaced as follows:
- a. Provider Incentive Payment Program Operational Support: To support the known operational requirements for the Connecticut Medicaid HER Provider Incentive Program, three (3) additional HPES Provider Relations staff will be added. These resources will be locally based to support the CT office and will be comprised of two (2) Provider Relations Representative and one (1) Call Center Representative. The operational expenses for the additional Provider Relations staff are documented in the Operational Support Payment Schedule below. The expenses include travel, and phone/fax changes.

**Provisions for the Combined Extension Period (October 2016 – September 2019):**

HPES and the Department mutually agree to discontinue billing the \$5,700 per month for the EHR Provider Incentive Program call center representative beginning October 1, 2016. Billing for the 2 provider representative staff positions will continue for the Combined Extension Period at \$6,000 per month per position.

7. Part XIII, subsection 12.9.b of the Original Contract as modified by Amendment Two (A2) is hereby deleted in its entirety and replaced with the following:

**1. Period Between: February 2008 through September 2016:**

The State will have access to twelve thousand (12,000) actual hours in contract year 1; eleven thousand five hundred fifty (11,550) actual hours in contract year 2; and ten thousand two hundred (10,200) actual hours in each year thereafter of the contract term and Option Years 1 and Option 2 for the systems engineering support as defined in RFP section C.8.2. The pricing schedule for this period of February 2008-October 2016 is included below).

Pricing Schedule 4, Operations Phase Feburary 2008 through September 2016		
All-Inclusive Hourly Rates (HR) for Optional Additional Modification Hours		
Line Item	Year	All-Inclusive Hourly Rate
1	Operations Year 1 (02/2008 - 09/2008)	\$ 85
2	Operations Year 2 (10/2008 - 09/2009)	\$ 88
3	Operations Year 3 (10/2009 - 09/2010)	\$ 90
4	Operations Year 4 (10/2010 - 09/2011)	\$ 92
5	Operations Year 5 (10/2011 - 09/2012)	\$ 94
6	Operations Year 6 (10/2012 - 09/2013)	\$ 97
7	Operations Year 7 (10/2013 - 09/2014)	\$ 99
8	Operations OptionYear 1 (10/2014 - 09/2015)	\$ 102
9	Operations OptionYear 2 (10/2015 - 09/2016)	\$ 104

Figure 6 - Modification Hour Pricing Schedule

2. For Combined Extension Period Between: October 2016 through September 2019:

a. Cost Savings through Modification Hours:

- i. The Department has agreed to mandate the use of electronic claims billing and to eliminate the use of paper claims submissions except for defined conditions. The parties anticipate this will result in cost savings. The annual HPES cost savings expected to be passed on to the Department for this project is estimated at \$300,000. Cost savings will be passed on as set forth below.
- ii. HPES and the Department have mutually agreed to utilize contract modification hours to provide the cost savings to the Department. For the Combined Extension Period, the Department will have access to thirteen thousand one hundred and forty (13,140) annual modification hours (modification hour pool), if the transition to electronic billing is fully achieved by the target date of October 1, 2016.
- iii. HPES and the Department have mutually agreed that the criteria for full achievement is a 90% reduction in the paper claim volume to be processed through the MMIS measured against the paper claim volume as of 05/01/2016.
- iv. If the reduction achieved does not meet the 90% threshold by October 1, 2016, a prorated number of modification hours will be added to the modification hour pool in accordance with the chart below. The table below documents the prorated number of the modification hours that will be added to modification hour pool effective October 1, 2016.

Reduction % from 05/01/2016	Annual Modification Hours
< 25%	0
25-49%	700
50-74%	1,500
75-89%	2,200

**b. Cost Savings through Hourly Rate Reduction**

- v. HPES and the Department agree to reduce the operations Option Year 3 hourly rate for modification hours and to carry forward the rate for the Extension Years. The pricing schedule for the Combined Extension Period is included as figure 7 below.

<b>Revised Pricing Schedule 4 Operations Phase October 2016 through September 2019 All-Inclusive Hourly Rates (HR) for Optional Additional Modification Hours</b>			
Line Item			
1	Operations Option Year 3 (10/2016 - 09/2017)	\$	102
2	Operations Extension Year 1 (10/2017 - 10/2018)	\$	102
3	Operations Extension Year 2 (10/2018 - 10/2019)	\$	102

**Figure 7 - Revised Modification Hour Pricing Schedule**

- 8. Section IX, subsection 9.6 of the Original Contract, and item numbered Nine (9) of Amendment Eight (A8) titled Electronic Visit Verification (EVV) System are hereby amended by inserting as new 9.6(e)(vii) the EVV Pricing schedules included below.

<b>Pricing Schedule 2.j, Operations Phase Total Fixed Price for Operations, Maintenance, Modifications, and Turnover Tasks October 1, 2016 – September 30, 2019</b>					
<b>Part 7 - Electronic Visit Verification (EVV) Transactions</b>					
Line Item	Monthly Transaction Volume Range	Transaction Adjustment Range	Fixed Price Per Txn for Volume Range Adjustment	Fixed Monthly Price for Anticipated Transaction Volume Range	Annual Price
1	Minimum Range	0 - 455,297		\$ 76,408	
2	- Volume Range Adjustment	455,298 - 607,062	\$ 0.13		
3	Anticipated Monthly Volume Range	607,063 - 910,595		\$ 144,453	\$ 1,733,439
4	+ Volume Range Adjustment	910,596 >	\$ 0.13		
<b>Monthly Fixed Price for EVV Transactions</b>				<b>\$ 144,453</b>	<b>\$ 1,733,439</b>

<b>FVV Pricing Estimate Operations Phase October 2016 - September 2019</b>					
Line Item	Monthly FVV per Device Fee	Clients	Estimated Devices to Deploy (10%)	Estimated Monthly Fee	Estimated Annual Fee
	\$ 10	19,000	1,900	\$ 19,000	\$ 228,000

9. Section numbered 18.A. in Amendment Two (A2), and further amended in Amendment Seven (A7) in item numbered Six (6) is hereby further amended in part by inserting the following rows, to extend the HUSKY B Program and First Data Bank annual pricing schedule to carry forward the 2015 annual fee of \$82,000 through October 2016-September 2019. The fee will be billed monthly. The Department funds will be paid utilizing the following schedule:

First Data Bank Pricing Schedule	
Period	Annual Fee
October 2016-September 2017	\$82,000
October 2017-September 2018	\$82,000
October 2018-September 2019	\$82,000

10. Item numbered 7 in Amendment Seven (A7), the pricing schedule labeled "CT Infrastructure Fees" is hereby supplemented by inserting the following rows:

CT Infrastructure Fees	
*Ongoing monthly hosting and maintenance fee @ \$9,500/month for 12 months (10/2016 - 9/2017)	\$114,000.00
*Ongoing monthly hosting and maintenance fee @ \$9,500/month for 12 months (10/2017 - 9/2018)	\$114,000.00
*Ongoing monthly hosting and maintenance fee @ \$9,500/month for 12 months (10/2018 - 9/2019)	\$114,000.00

11. Item numbered 9 in Amendment 7 is hereby amended by supplementing as follows:

**Access Health Eligibility Call Center.** Multiple contract letter agreements were utilized to contractually manage the Access Health Eligibility Call Center project, pursuant to Section 1, Subsection 1.5.a., titled GENERAL CONTRACT PROVISIONS in the Original Contract. The history of the contract letter agreements is summarized in the table below, and further documented in this section of the amendment.

Agreement	Description	Start Date	End Date	Current Status
1	Added the initial 8 agents in Farmington CT	May 2014		Active
2	Added 8 additional agents in Conway AR for 3 months	April 2015	June 2015	Expired
3	Extend 8 additional agents in Conway AR	July 2015	Sept 2015	Expired
4	Reduced the initial 8 agents to 4	April 2016		Active

- a. Agreement 1: Section 9 of Amendment Seven (A7) is amended to carry forward the Access Health Eligibility Call Center project through the Combined Extension Period.
- b. Agreement 2: A memo signed March 25, 2015; Subject titled, Access Health CT Medicaid Eligibility Call Center Agreement, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations, in

the form of Exhibit A. The purpose of the memo was to amend the March 2014 Access Health Call Center agreement documented in Contract Amendment 7 Paragraph 9. The agreement added additional staff members to the HPES Provider Assistance Call Center staff in support of the State's Medicaid expansion project. The letter agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following amendment to Amendment 7, Section 9, which is hereby amended and supplemented by inserting the following:

From April 2015 through June 2015:

- i. HPES added a team of eight (8) call center agents for a period of three (3) months April 2015 through June 2015.
  - ii. The additional call center staff was located in in HPES's leveraged call center facility in Conway Arkansas
  - iii. HP invoiced the Department a monthly rate of \$5,700 per person for the additional staff. For the month of April 2015, HPES prorated the billing for this staff using the date the agents start the CT specific training as the start date.
  - iv. The Department had the ability to adjust staffing levels if the additional staff is extended beyond the three (3) month agreement period. To allow for adequate ramp up or ramp down plans, HPES and the Department jointly agree to a thirty (30) day notice to change staffing levels.
- c. Agreement 3: A memo signed June 3, 2015; Subject titled, Access Health CT Medicaid Eligibility Call Center Agreement, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations, in the form of Exhibit B. The purpose of the memo was to amend the March 25, 2015 Access Health Call Center agreement. The letter agreement extends the HPES Provider Assistance Call Center staff located in Conway Arkansas. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following amendment to Amendment 7, Section 9, which is hereby amended and supplemented by inserting the following:
- i. From July 1, 2015 to October 1, 2015: Upon Department approval, HPES extended the team of eight (8) call center agents located in Conway Arkansas for a period of three (3) months July 1, 2015 through September 30, 2015.
  - ii. HPES invoiced the Department a monthly rate of \$5,700 per person for the extended staff.
  - iii. HPES discontinued the support provided by the extended staff effective October 1, 2015.
- d. Agreement 4: In the March 3, 2016 contract status meeting, HPES and the Department mutually agreed to a reduction in staff required to support the Access Health project. Amendment 7, Section 9 is hereby amended and supplemented by inserting the following:

Effective April 1, 2016, the number of call center agents supporting the Access Health project was reduced from 8 to 4. Billing for the 4 call center agents will carry forward into the Combined Extension Period at the rate of \$5,700 per agent per month until an agreed upon termination date.

12. Part I, Section IX titled OPERATION PHASE-GENERAL REQUIREMENTS in the Original Contract shall be supplemented, pursuant to Section 1, Subsection 1.5, .a. in the Original Contract, by inserting after section 9.7 the following new section 9.8.

**9.8 Integrated Eligibility System (Impact) Interface (for the Combined Extension Period)**

- a. HPES and the Department mutually agree to modify the MMIS Scope of Work (Section C of the RFP) to add the Design, Development and Implementation (DDI) and on-going maintenance of the infrastructure to interface the MMIS to the Department's new Integrated Eligibility System (Impact).



- b. HPES will build on the BizTalk Enterprise Service Bus (ESB) infrastructure implemented for the ACA 1104 project as the platform for the eligibility interface. The tables below in subsection C document the fees HPES will bill the Department for the DDI phase of the project, and the monthly fee for the on-going maintenance.
- c. HPES will invoice the DDI fees using the contract invoicing process, and they will be invoiced at project go-live. The monthly maintenance fee will be invoiced using the contract invoicing process, and will begin the month the interface goes into production.

Eligibility Interface Infrastructure DDI Fee Schedule		
Item	Fee	Description
Software Licenses	\$ 9,200	One time cost for the purchase of system software to upgrade the ESB platform
Infrastructure Design, Configuration, and Build out	\$50,700	Cost to design, install, configure, and test the infrastructure platform for the development, test, and production environments

Eligibility Interface Infrastructure On-Going Maintenance Fee Schedule		
Item	Fee	Description
Monthly Hosting Fee	\$7,800	Fee covers server usage and maintenance, data storage, backups, network usage, software licensing and maintenance fees.

**13. Amendment to Amendment 7:**

- a. Section 10.A labeled MAPIR CORE DEVELOPMENT in Amendment Seven (A7) is supplemented by inserting the table below as subsection (h) to include the Implementation and support activities defined in the FFY 2017-2018 Core MAPIR Phase V Statement of Work. The following table documents the Phase V quarterly price for the project effective period October 2016 through September 2018.

Phase V quarterly price for October 2016 through September 2018 for the FFY 2017-2018 Core MAPIR Phase V Statement of Work								
Services Provided	Time Period	Payment Date	Quarterly Price with 14 States	Quarterly Price with 13 States	Quarterly Price with 12 States	Quarterly Price with 11 States	Quarterly Price with 10 States	Quarterly Price with 9 States
MAPIR: Design, Development and Implementation Support	Oct 2016 – Dec 2016	Dec 2016	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Jan 2017 – Mar 2017	Mar 2017	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Apr 2017 – June 2017	Jun 2017	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Jul 2017 – Sep 2017	Sep 2017	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Oct 2017 – Dec 2017	Dec 2017	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Jan 2018 – Mar 2018	Mar 2018	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83

Implementation Support								
MAPIR: Design, Development and Implementation Support	Apr 2018 – Jun 2018	Jun 2018	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
MAPIR: Design, Development and Implementation Support	Jul 2018 – Sep 2018	Sep 2018	\$59,541.96	\$64,122.12	\$69,465.63	\$75,780.68	\$83,358.75	\$92,620.83
<b>TOTAL FOR 24 MONTHS PER STATE</b>			<b>\$476,335.68</b>	<b>\$512,976.96</b>	<b>\$555,725.04</b>	<b>\$606,245.44</b>	<b>\$666,870.00</b>	<b>\$740,966.64</b>

b. Amendment Seven (A7) Section 10.B titled MAPIR-CT MMIS INTEGRATION/CUSTOMIZATION is hereby amended to carry forward the work through the Combined Extension Period.

14. Item numbered 10 in Amendment Seven (A7), on page 6 titled MAPIR-CT MMIS INTERGRATION/CUSTOMIZATION, was inadvertently and erroneously numbered (10), the same number used to identify “MAPIR CORE DEVELOPMENT.” For the avoidance of confusion, the section titled “MAPIR CORE DEVELOPMENT” shall be corrected and renumbered section 10.A, and the section titled “MAPIR-CT MMIS INTEGRATION/CUSTOMIZATION” shall be corrected and renumbered section 10.B.

15. Part I, Section IX titled OPERATION PHASE-GENERAL REQUIREMENTS in the Original Contract shall be supplemented, pursuant to Section 1, Subsection 1.5a. in the Original Contract, by inserting after section 9.8 the following new section 9.9.

**9.9 DRG Provider Relations Agreement**

a. A memo signed July 28, 2014; Subject titled, DRG Provider Relations Agreement, was written by Greg Jackson, the Contractor’s Account Executive, to Mark Heuschkel, the Department’s Executive Medical Administration Manager of Medical Operations, in the form of Exhibit C. The agreement adds an additional staff member to the HPES Provider Relations staff in support of the State’s Diagnosis Related Group project. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:

- i. HPES will add one (1) Provider Relations Representative for a period of twelve (12) months September 2014 through September 2015 to support the outreach and on-boarding activities needed for the DRG implementation.
- ii. HPES will invoice the Department a monthly rate of \$6,000 for 12 consecutive months or until a mutually agreed upon termination date.

16. Part I, Section IX. titled OPERATION PHASE-GENERAL REQUIREMENTS in the Original Contract shall be supplemented, pursuant to Section 1, Subsection 1.5.a., in the Original Contract, by inserting after section 9.9 the following new section 9.10.

**9.10 3M APC License Agreement:**

a. A memo signed 08/11/2015; Subject titled, 3M APC License Agreement, was written by Greg Jackson, the Contractor’s Account Executive, to Mark Heuschkel, the Department’s Executive Medical Administration Manager of Medical Operations, in the form of Exhibit D. The agreement documents the software license purchase agreement between HPES and the Department. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:

Effective 08/11/2015:

- i. HPES will purchase 3M GPS APC Grouper Software License and Support services on behalf and for the use of the Department.
- ii. HPES will invoice the Department \$49,935 annually for the Software License and Support services as a pass-through cost using the contract monthly invoicing process.
- iii. HPES will invoice the Department the initial purchase of the license the month following the effective date of the HP/3M Software agreement.
- iv. HPES will invoice subsequent billings the month of the annual renewal effective date.
- v. The Department shall provide HPES with a 60 day notice prior to license renewal date if the Department intends to discontinue the 3M license and software support.
- vi. Upon receipt of such notification that the Department wishes not to renew license and software support, HPES will terminate future renewals the 3M Software License.

17. Part I, Section IX titled OPERATION PHASE-GENERAL REQUIREMENTS in the Original Contract shall be supplemented, pursuant to Section 1, Subsection 1.5,.a., in the Original Contract, by inserting after section 9.10 the following new section 9.11.

**9.11 BEST Data Center Move Agreement:**

- a. A memo signed 09/18/2015; Subject titled, BEST Data Center Move, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations, in the form of Exhibit E. The memo documents the agreement to reimburse HPES for the telecommunication vendor network charges to install a network circuit to re-establish the connection to the HPES data center after the State's move to the Groton Data Center. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:
  - i. Effective 09/18/2015, HPES will invoice the Department a one-time charge of \$3,491 for the telecommunication vendor network installation charges.

18. Part I, Section IX titled OPERATION PHASE-GENERAL REQUIREMENTS in the Original Contract shall be supplemented, pursuant to Section 1, Subsection 1.5, a., in the Original Contract, by inserting after section 9.11 the following new section 9.12.

**9.12 APC Provider Relations Agreement:**


- a. A memo signed December 21, 2015; Subject titled, APC Provider Relations Agreement, was written by Greg Jackson, the Contractor's Account Executive, to Mark Heuschkel, the Department's Executive Medical Administration Manager of Medical Operations, in the form of Exhibit E. The agreement extends the additional Provider Relations Representative position to support the APC portion of the Hospital Modernization Project. The agreement is hereby amended by deleting all provisions of the letter in their entirety, replacing its terms with the following:
  - i. HPES will extend the additional Provider Relations Representative and will invoice the Department a monthly rate of \$6,000 from October 1, 2015 through August 31, 2016 to support the outreach and on-boarding activities needed for the APC implementation.
  - ii. HPES will discontinue the billing and support provided by the additional staff effective September 1, 2016 unless notified by the Department to extend.
  - iii. HPES requests a 30 day notification to extend the resource beyond the August 31th date.

19. Amendment Seven (A7) Section 8 is amended to extend the SSA Death Master File Billing agreement through the Combined Extension Period.
20. Amendment Four (A4) Section 5 is amended to extend the RetroDUR Expansion work and billing through the Combined Extension Period.
21. Amendment Three (A3) Section 4 is amended to extend the 2 additional call center work and billing through the Combined Extension Period.
22. In the event of any conflict, ambiguity or inconsistency between the provisions of this Amendment and the contract number 052EDS-MOP-01 / 05DSS6701IW (including any prior amendments, exhibits, attachments), the provisions of this Amendment shall prevail.
23. **All terms and conditions of the original Contract, and any subsequent amendments thereto, which were not modified by this Amendment remain in full force and effect.**

**ACCEPTANCES AND APPROVALS**  
05DSS6701IW/ 052EDS-MOP-01 A9

The Contractor IS a Business Associate under the Health Insurance Portability and Accountability Act of 1996 as amended.

**CONTRACTOR: HP ENTERPRISE SERVICES**

  
\_\_\_\_\_  
Stuart L. Bailey, Vice President State and Local Government Healthcare


9/28/16  
Date

**DEPARTMENT OF SOCIAL SERVICES**

  
\_\_\_\_\_  
RODERICK L. BREMBY, *Commissioner*

9/28/16  
Date

**OFFICE OF THE ATTORNEY GENERAL**

  
\_\_\_\_\_  
**ASST. ASSOC. ATTORNEY GENERAL** (*Approved as to form*)  
Robert W. Clark

9/30/16  
Date

**EXHIBIT A**  
**TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**



Date: March 25, 2015  
To: Mark Heuschkel  
DSS, Medical Operations Manager  
From: Greg Jackson  
HP, Account Executive  
Subject: Access Health CT Medicaid Eligibility Call Center Agreement

The purpose of this memorandum is to document the agreement between HP and the Department to amend the Access Health Medicaid Eligibility Call Center agreement put in place March 2014. This agreement is covered under Section 1.5a Contract Modifications -- "The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity."

Due to the increase in eligibility calls and demand for temporary Medicaid IDs, HP and the Department have agreed to temporarily add an additional eight (8) call center agents to the HP AHCT Eligibility Call Center team. This additional staff will be located in HP's leveraged call center facility in Conway, Arkansas. The Department has approved the additional call center staff from April 2015 through June 2015. HP estimates that the eight call center resources will be on-boarded and trained beginning April 13, 2015, and will begin taking live calls April 20, 2015. HP will confirm these dates for the Department in writing prior to the actual begin of staff on-boarding/training and initiation of live calls.

HP will invoice the Department a monthly rate of \$5,700 per person for the additional staff. For the month of April, HP will prorate the invoice using the date the agents start CT specific training (currently estimated for April 13, 2015) as the effective date. HP will discontinue the support provided by the additional staff effective June 30, 2015, unless notified by the Department to extend. HP requests a 15 day notification to extend resources beyond the June 30<sup>th</sup> date.

HP is staffing these positions to provide the flexibility to adjust staffing levels based on demand. If this additional call center support is extended beyond the April - June 2015 period, the Department will have the ability to adjust the staffing levels up or down to meet call volume needs. HP would require 30 day notice to change staffing levels to allow for adequate staff up or staff down planning.

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson



Date: 3/26/15

cc: DSS S. Ouellette

HP: D. Gallagher  
C. LaPosta

**EXHIBIT B**  
**TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**





Date: June 3, 2015  
To: Mark Heuschkel  
DSS, Medical Operations Manager  
From: Greg Jackson  
HP, Account Executive  
Subject: Access Health CT Medicaid Eligibility Call Center Agreement

The purpose of this memorandum is to document the 2<sup>nd</sup> amendment to the Access Health Medicaid Eligibility Call Center agreement between HP and the Department the put in place March 2014. This agreement is covered under Section 1.5a Contract Modifications – “The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity.”

HP and the Department have agreed to extend the eight (8) additional AHCT Eligibility call center agents located in HP’s call center facility in Conway Arkansas. The Department has approved a three (3) month extension for this staff with effective dates of July 1, 2015 through September 30, 2015.

HP will continue to invoice the Department a monthly rate of \$5,700 per person for the additional staff. HP will discontinue the support provided by the additional staff effective October 1, 2015, unless notified by the Department to extend. HP requests a 30 day notification to extend resources beyond the September 30<sup>th</sup> date.

HP has staffed these positions to provide the flexibility to adjust staffing levels based on demand. If the call center support is extended beyond the September 30, 2015 period, the Department will have the ability to adjust the staffing levels up or down to meet call volume needs. HP would require 30 day notice to change staffing levels to allow for adequate staff up or staff down planning.

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

Date: 6/3/15

cc: DSS: S. Ouellette

HP: D. Gallagher  
C. LaPosta

**EXHIBIT C**  
**TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**



Date: July 28, 2014  
To: Mark Heuschkel  
DSS, Medical Operations Manager  
From: Greg Jackson  
HP, Account Executive  
Subject: DRG Provider Relations Agreement

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The purpose of this memorandum is to propose an agreement between HP and the Department for augmenting the HP Provider Relations Representative staff to include additional staff in support of the Diagnosis Related Group (DRG) project defined in CR I0756. This agreement is covered under Section 1.5a Contract Modifications – “The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity.”

HP is proposing adding one (1) Provider Relations Representative to support the provider outreach and on-boarding activities needed for the DRG implementation.

The primary functions the Provider Relations Representative will be responsible for are:

- Develop, update and maintain current static content language for the DRG Web page,
- Develop DRG Provider on-boarding materials and deliver DRG Provider Workshops in classroom settings, HP Virtual Room settings and or provider office settings,
- Monitor and respond to provider inquiries via a DRG dedicated email box,
- Develop Provider facing FAQs, bulletins and updates to provider manuals,
- Conducting weekly Q&A forums

The effective date for the position will be September 1, 2014. HP will begin invoicing the Department a monthly rate of \$6,000 starting with September 2014 month end invoice. HP will invoice for this position for 12 consecutive months or until a mutually agreed upon termination date. The contract monthly invoicing process will be used to bill the department and HP will provide a unique invoice for this billing if required by the Department.

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

Date: 8/5/14

(Signature indicates approval)

**EXHIBIT D**  
**TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**



Date: August 11, 2015

To: Mark Heuschkel  
DSS

From: Greg Jackson  
HP, Account Executive

Subject: 3M APC License Agreement

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The purpose of this memorandum is to document the agreement between HP and the Department for the purchase of 3M GPS APC Software License and support fees. This agreement is covered under Section 1.5a ("Contract Modifications") of the Contract, which states --*"The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity."*

In support of DSS Change Request "I094 - APC Processing", HP will purchase 3M's GPS APC Software License and Grouper plus Software Support on behalf of and for the use of the Department. 3M provides this license and support as an annually renewable service with terms and conditions that will be accepted by HP with mutual acceptance by the Department. The 3M Software License agreement has been included as an attachment.

HP acknowledges the Department has authorized reimbursement for the 3M software license and the 3M software development support fee. No other expenses incurred through the HP/3M Software Agreement have been authorized for Department reimbursement. HP acknowledges that entering into this Software agreement with 3M does not alter the liability or recoupment and erroneous payment provisions documented in the CT MMIS contract.

The table below documents the annual fee for the 3M Software License. The annual fee is 3M pricing based on a 3 year commitment. If the Department requires a term less than 3 years, 3M reserves the right to re-price the annual fee.

HP will invoice the Department as a pass-through cost using the contract monthly invoicing process. HP will invoice the Department for the initial purchase of the license the month following the effective date of the HP/3M Software agreement. Subsequent billings will be invoiced annually the month of the license renewal effective date.

To discontinue the renewal of this license, the Department will provide HP 60 day notice prior to license renewal date. Upon this notification, HP will terminate future renewals the 3M Software License

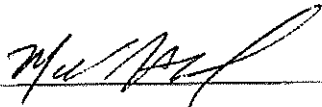


3M GPS APC Software License Annual Pricing Schedule			
Product	Fee	Payment Frequency	Comments
GPS-APC: GPS APC w/ Medicare HOPD Reim	\$43,434	Annual	Software is limited to a maximum of 750,000 covered lives per year
GPS-DSF: Grouper Plus Software Development Support Fee	\$6,501	Annual	
Total	\$49,935	Annual	Fee includes discount for 3 year commitment. 3M reserves the right to reprise fee for a term less than 3 years

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

 \_\_\_\_\_ Date: 8/11/15

(Signature indicates approval)

Attachments

cc: DSS: S. Ouellette  
G. Giamalis  
W. Smith

HP: D. Gallagher  
D. Zengel

**EXHIBIT E TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**



Date: September 18, 2015  
To: Mark Heuschkel  
DSS  
From: Greg Jackson  
HP, Account Executive  
Subject: BEST Data Center Move – Telecom Charges

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The purpose of this memorandum is to document the HP charges to the Department for the telecom vendor install charges for the new MMIS circuit in Groton Data Center. This agreement is covered under Section 1.5a Contract Modifications – “The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity.”

This circuit was required to maintain DSS’ connectivity to the HP data center in Orlando Florida after the move of the BEST data center from East Hartford to Groton.

Item	Price
BEST Data Center Move – Telecom Circuit Install	\$3,491

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

\_\_\_\_\_  
Date: \_\_\_\_\_

(Signature indicates approval)



**EXHIBIT F TO AMENDMENT 9**  
**TO DSS CONTRACT**  
**052EDS-MOP-01/05DSS6701IW**

Hewlett

Packard

Enterprise

**Hewlett Packard  
Enterprise**

195 Scott Swamp Rd  
Farmington CT, 06032

Date: December 16, 2015  
To: Mark Heuschkel  
DSS, Medical Operations Manager  
From: Greg Jackson  
HPE, Account Executive  
Subject: APC Provider Relations Agreement

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The purpose of this memorandum is to document the staffing agreement between HPE and the Department for extending the HPE Provider Relations Representative position to support the next phase of the Department's hospital modernization project. This agreement is covered under Section 1.5a Contract Modifications – "The Contractor may make additional services available to the Department on a time and materials basis, per diem, or other mutually accepted financial basis as negotiated by project or activity."

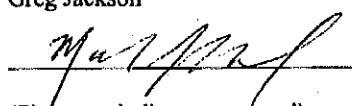
HPE and the Department jointly agree to extend the Provider Relations Representative position to support the APC project defined in CR 10914. This position will be staffed from October 1, 2015 through August 31, 2016 to support the provider outreach and on-boarding activities needed for the implementation of the project. HPE initially provided this position for a period of 12 months (October 1, 2014 – September 30, 2015) for the DRG portion of the hospital modernization project.

HPE will carry forward the bill rate of \$6,000 per month, and will invoice DSS for this position from October 1, 2015 through August 31, 2016. HP will discontinue the billing and support provided by the additional staff effective September 1, 2016 unless notified by the Department to extend. HPE requests a 30 day notification to extend the resource beyond the August 31<sup>st</sup> date.

Please indicate your approval of this agreement by signing and returning this memo to me. If you have any questions, please contact me at 860-255-3842.

Thank you,

Greg Jackson

  
\_\_\_\_\_  
(Signature indicates approval)

Date: 12/21/15

## CONTRACT COMPLIANCE REGULATIONS

### Sec. 46a-68j-23. Obligations of Contractors

Every contractor awarded a contract subject to contract compliance requirements shall:

- 1) Comply fully with all federal and state antidiscrimination laws, and shall not discriminate or permit a discriminatory practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 2) Cooperate fully with the Commission;
- 3) Submit periodic reports of its employment and subcontracting practice in such a form, in such a manner and at such a time as may be prescribed by the Commission;
- 4) Provide reasonable technical assistance and training to minority business enterprises to promote the participation of such concerns in state contracts and subcontracts;
- 5) Make a good faith effort, based upon the availability of minority business enterprises in the labor market area, to award a reasonable proportion of all subcontracts to such enterprises;
- 6) Maintain full and accurate support data for a period of two (2) years from the date the record is made or the date the contract compliance form is submitted, whichever is later, provided that this provision shall not excuse compliance with any other applicable record retention statute, regulation or policy providing for a period of retention in excess of two (2) years;
- 7) Not discharge, discipline or otherwise discriminate against any person, who has filed a complaint, testified or assisted in any proceeding with the commission;
- 8) Make available for inspection and copying any support data requested by the commission, and make available for interview any agent, servant or employee having knowledge of any matter concerning the investigation of a discriminatory practice complaint or any matter related to a contract compliance review;
- 9) Include a provision in all subcontracts with minority business enterprise requiring that the minority business enterprise provide the commission with such information on the structure and operations as the commission finds necessary to make an informed determination as to whether the standards of Sec. 4a-60 of the Connecticut General Statutes as amended by Sec. 2 of Public Act 89-253 have been met; and
- 10) Undertake such other reasonable activities or efforts as the commission may prescribe to ensure the participation of minority business enterprises as state contractors and subcontractors.

### Sec. 46a-68j-24. Utilization of minority business enterprises

Contractors shall make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on all projects subject to contract compliance requirements