

STATE OF ALASKA
AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

1. Agency Contract Number 060706
2. ASPS Number 2007-0600-6640
3. Optional Renewal? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Years remaining _____
4. Financial Coding
5. Agency Assigned Encumbrance Number 0682242
6. Amendment Number One (1)

This agreement is between the State of Alaska.	
7. Department of Health and Social Services Health and Social Services/ Health Care Services hereafter the State, and	
8. Contractor ACS State Healthcare, LLC hereafter the Contractor	
Mailing Address	Street or P.O. Box City State ZIP Code
9040 Roswell Road, Suite 700	Atlanta Georgia 30350
9. Original period of performance FROM: October 1, 2007 TO: September 30, 2017	10. Amended period of performance FROM: October 1, 2007 TO: September 30, 2017
11. Previous amount of contract to date \$ 129,961,203.00	12. Amount of this amendment \$519,678.00
13. This amended contract shall not exceed a total of. \$ 130,480,881.00	
14. In accordance with the provisions of the above referenced contract, the parties to that contract agree that the services to be performed by the contractor under the contract are amended as follows: All other terms and conditions of the contract remain in effect. This amendment is amend Appendix I & G In full consideration of the Contractor's performance under and including this amendment, the State shall pay the Contractor a new total not to exceed \$130,480,881.00 The end date of this amended contract will not change IN WITNESS WHEREOF the parties hereto have executed this amendment. NOTICE! This amendment has no effect until signed by the head of the contracting agency, project director and head contracting agency or designee.	
15. CONTRACTOR	17. CERTIFICATION
Name of Firm ACS State Healthcare, LLC	I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alterations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.
Signature of Authorized Representative Will Saunders	
Date 7/9/2010	
16. CONTRACTING AGENCY	Signature of Head Contracting Agency or Designee Date 7/15/10
Department/Division Health & Social Services	Typed or Printed Name of Authorizing Official Darla Madden
Signature of Project Director Paul Cartland	
Title Project Director	Title Chief, Grants and Contracts

**APPENDIX F
PAYMENT PROVISIONS**

Payment for HIPAA 5010 and ICD-10 Remediation Planning provided under this contract shall not exceed **\$519,678.00**. Payment for HIPAA 5010 and ICD-10 Remediation Planning will be based upon fixed rate outlined in the table below.

HIPAA 5010 and ICD-10 (4244 hours)	\$519,678.00
---	---------------------

The contractor shall submit invoices and attachments to the address specified below no later than 30 days after the end of each month in which services were performed. Failure to include the required information on the invoice may cause an unavoidable delay to the payment process.

The contractor will submit invoices(s) for services performed in accordance with Appendix G. Each invoice must include:

- Contractor's name and contact information for questions regarding the invoice
- Contract number
- Date (s) of services performed
- Hours worked by individual and task category with the hourly rate

Contractor shall mail the original invoice and attachments:

Department of Health and Social Services
FMS/Grants and Contracts Support Team
Procurement Section
Attn: Lois Blastick
3601 C Street, Suite 578
Anchorage, AK 99503

Notwithstanding any other provision of this contract, it is understood and agreed that the State shall withhold payment at any time the contractor fails to perform work as required under Appendix F and /or G of this contract.

APPENDIX G
SCOPE OF WORK

This amendment will add the scope of work as outlined HIPAA 5010 & ICD-10 Planning Advance Planning Document (PAPD MMIS 10-003M) dated March 2010.

All terms and conditions of the original contract and all subsequent amendments remain in effect.



ACS is now a Xerox company

A **xerox**  Company

June 25, 2010

Lois Blastick
Procurement Specialist III
Department of Health and Social Services
Grants and Contracts Support Team
3601 C Street Suite 578
Anchorage, AK 99524

ACS20100625001

RE: HIPAA 5010 Planning Quote

Dear Lois:

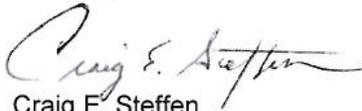
ACS, a Xerox Company (ACS) hereby submits the following contract amendment documentation in support of a quote to provide HIPAA 5010 Planning Services. Based on the Scope of Work contained therein, ACS will provide services based on the in effect hourly rates for such services as defined in the Contract Number 060706 between the Alaska Department of Health and Social Services and ACS State Healthcare, LLC for DDI personnel and Contract Number 065776 for Fiscal Agent Services Personnel. Total service shall not exceed the amendment total of \$519,678.

No other work related to either in force agreement is modified by this quote or the attached amendment language.

This will be DDI managed work and will commence with the execution of this amendment.

Should you have any questions, please do not hesitate to contact me directly at 904-813-0216,

Best Regards,



Craig E. Steffen
Vice President Implementations

CC: William Streur, Deputy Commissioner
Paul Cartland, Project Manager
Ross Becker, Executive Account Manager

Attachment: 5010 Planning Amendment

Craig E. Steffen | Vice President - Implementations

Affiliated Computer Services, Inc. [ACS] 1835 S. Bragaw Street, Anchorage AK 99503 | www.acs-inc.com



ACS is now a Xerox company

A **xerox**  Company

First Amendment to Contract Number 060706 between the Alaska Department of Health and Social Services and ACS State Healthcare, LLC

HIPAA 5010 and ICD-10 Remediation Planning Scope of Work

In addition to all other work under the contract referenced above, ACS will conduct operations and technical research related to the processing and functions of Version 5010 and ICD-10 as related to the Alaska Specific code and business processes of the Enterprise system. Total DDI consulting services hours are estimated at 3,662 and the total amount for this additional work is not to exceed \$431,247.00.

In addition, ACS will conduct operations research related to the processing and functions of Version 5010 and ICD-10 as related to the legacy system specific to contingency planning and business rules transition. Total Fiscal Agent staff hours are estimated at 582 and the total amount is not to exceed \$88,431.

The combined total for ACS DDI and FA staff is: Hours = 4244 Amount = \$519,678

This work will be billed as expended based on the applicable contractual rates for services rendered not to exceed the total amount of \$519,678.

This work will be based on the Planning Activities, Products and Deliverables defined in the CMS approved HIPAA 5010 and ICD-10 Planning Advance Planning Document of March 2010.

The period of performance shall be June 1, 2010 – January 31, 2011.

ACS will assist the State by participating in the development of deliverables, schedule management, budget management, and adherence to scope of assessment as summarized the following task matrix.

Planning Tasks and Deliverables		
Phase	Task/Deliverable	Description
Project Management Preparation	Assist with Definition of Project Scope	Establish scope of the project including vendor(s) and State responsibilities.
	Assist with Establishment of Project Schedule	Establish dates for the phases of the project. These dates will accommodate the required dates for compliance as outlined in the final rules.
	Assist with Establishment of Project Budget	Develop the budget inputs related to ACS remediation activities for the project to assist in the development of a project budget.
	Assist with Development of Project Management Plan	Support the development of the overall management plan for the project.



ACS is now a Xerox company

A **xerox** Company

Planning Tasks and Deliverables		
Phase	Task/Deliverable	Description
Assessment Preparation	Assist with Development of Assessment Scope	Define the areas of the system and operation that will be assessed, provides overview of the approach and deliverables.
	Assist with Development of Assessment Work Plan	Provide assistance with the development of tasks, milestones, predecessors, and timeline for the assessment to be completed.
	Assist with Development of Risk Matrix	List the risks associated with the system assessment and define the mitigation steps to prevent or address adverse events. Support review of all risks and development of mitigation steps.
Assessment	Transaction Comparison	Work with the outcome of the TAC's transaction comparison to identify impact points that will need to be addressed during remediation. Evaluate solution options and document decisions.
	ICD Comparison	Identify current policies around ICD-9 diagnosis and inpatient procedure codes. Determine where impacts exist within AK specific Use Cases change to ICD-10 diagnosis and inpatient procedure codes. Evaluate solution options and document decisions.
	Assist with Development of Operations Impact List	Document details of the operations impacts on the Fiscal Agent and support evaluation of overall DHSS operational impacts.
Remediation Planning	Assist with Drafting Remediation Scope Document	Establish scope of the remediation project including vendor(s) and support evaluation of State responsibilities.
	Assist with Drafting a Remediation High Level Work Plan	Provide the remediation tasks and timeline for the assessment to be completed.

All other terms and conditions of the contract remain unchanged and in full force and effect.

Signed:

ACS State Healthcare, LLC

Alaska Department of Health and Social Services

BY: Mark Boxer
Group President

BY: William J. Streur
Deputy Commissioner



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2010

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

PHONE-(866) 283-7122 FAX-(847) 953-5390

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Affiliated Computer Services, Inc.
ACS State Healthcare LLC
2828 N. Haskell
Dallas TX 75204 USA

INSURER A: Chartis Specialty Insurance Company 26883
INSURER B:
INSURER C:
INSURER D:
INSURER E:

Holder Identifier :

COVERAGES

SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON OWNED AUTOS _____				COMBINED SINGLE LIMIT (Ea accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				BODILY INJURY (Per accident)	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				PROPERTY DAMAGE (Per accident)	
		OTHER E&O-ProfLiabPri	018800610	05/26/2010	05/26/2011	AUTO ONLY - EA ACCIDENT	
						OTHER THAN EA ACC AUTO ONLY : AGG	
						EACH OCCURRENCE	
						AGGREGATE	
						WC STATUTORY LIMITS	OTHER
						E.L. EACH ACCIDENT	
						E.L. DISEASE-EA EMPLOYEE	
						E.L. DISEASE-POLICY LIMIT	
A						Aggregate	\$10,000,000

Certificate No : 570039571157

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

AK MMIS Contract #: 060706
Contract Effective Dates: 10/1/2007 - 9/30/2017

CERTIFICATE HOLDER**CANCELLATION**

State of Alaska
Health & Social Services
PO Box 110650
Juneau AK 99811 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Aon Risk Services Northeast Inc*



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2010

PRODUCER
Marsh USA, Inc.
1166 Avenue of the Americas
New York, NY 10036
Attn: ACS.CertRequest@Marsh.com

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

303099-GOVT-CAS-10-11

INSURED
ACS State & Local Solutions, Inc.
Affiliated Computer Services, Inc.
2828 N. Haskell Ave
Dallas, TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: N/A	N/A
INSURER C: Indemnity Ins Co Of North America	43575
INSURER D: N/A	N/A
INSURER E:	

COVERAGES

4

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENERAL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XSL G24940536 (US) "EXCESS OF A \$250,000 EACH OCC. SELF-INSURED"	02/05/2010	01/01/2011	EACH OCCURRENCE \$ 1,750,000 DAMAGE TO RENTED PREMISES(Ea occurrence) \$ N/A MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 1,750,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08588685 (US)	02/05/2010	01/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
C A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WLR C46132695 (AOS) WLR C46132907 (CA) SCF C46132683 (WI)	02/05/2010 02/05/2010 02/05/2010	01/01/2011 01/01/2011 01/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 Re: ACS State Healthcare, Inc. AK MMIS Contract #: 060706. Contract Effective Dates: 10/1/2007 - 9/30/2017

CERTIFICATE HOLDER NYC-004175139-04

CANCELLATION

State of Alaska
Health & Social Services
PO Box 110650
Juneau, AK 99811

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Lauren Giagrande

Lauren Giagrande

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.