

CONSENT TO ASSIGNMENT

Assignment No. 1

Original Contract No. 14-64254, CMS 64254

1. PARTIES

This Consent to Assignment to the above-referenced Original Contract (the "Contract") is entered into by and between Enterprise Services LLC (ES) (the "Assignor"), DXC Technology Services LLC (the "Assignee"), and the State of Colorado (hereinafter called the "State") acting by and through the Department of Health Care Policy and Financing.

2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Consent to Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Consent to Assignment commences, the term "Contractor" in the Contract and all modifications to the Contract shall refer to Assignee.

3. EFFECTIVE DATE, TERM, AND NOTICE OF NONLIABILITY

A. Assignment Effective Date

This Consent to Assignment shall not be valid or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the "Effective Date"). The State shall not be liable to pay or reimburse Assignee 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.

The State shall not be bound to Assignee by any provision of this Consent to Assignment before the Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Consent to Assignment either before or after the Assignment term referenced in §3.B of this Consent to Assignment.

B. Assignment Term

Assignee's and the State's respective performances under this Consent to Assignment and the changes to the Contract contained herein shall commence on the Consent to Assignment Effective Date, or January 1, 2018, whichever is later, and shall terminate on the termination of the Contract.

4. FACTUAL RECITALS

The parties to this Consent to Assignment desire to replace Assignor under the Contract and substitute Assignee to the extent provided for herein. Assignor and Assignee hereby represent to the State that they are parties to a binding agreement assigning all of Assignor's rights and obligations under the Contract to Assignee.

5. CONSIDERATION

The parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support the Contract. Assignor and Assignee agree to replacing the Colorado Special Provisions with the most recent version (if such have been updated since the Contract and any modification thereto were effective) as part of the consideration for the State's consent to this assignment.

6. LIMITS OF EFFECTS AND ORDER OF PRECEDENCE

This Consent to Assignment is incorporated by reference into the Contract, and the Contract and all amendments and modifications thereto remain in full force and effect except to the extent specifically modified hereby.

7. EFFECT OF ASSIGNMENT

When this Assignment takes effect, Assignee shall be substituted for Assignor under the Contract, subject to the following provisions:

- a. Assignee shall perform all of Assignor's duties and obligations under the Contract as if it were the original Contractor.
- b. Assignee shall perform all assigned duties and obligations of Assignor as if it were the original Contractor. The State shall look to Assignee for all such performance and Assignor shall not be liable for any further performance thereof except to the extent Assignee fails to properly perform, in which event Assignor, if Assignor still exists as an entity following this Consent to Assignment, shall correct such performance if requested to do so by the State.

8. START DATE

This Consent to Assignment shall take effect on the later date of its Effective Date or January 1, 2018.

9. WAIVER

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Consent to Assignment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective Date of this Consent to Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

10. ORDER OF PRECEDENCE

Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Assignment shall in all respects supersede, govern, and control. The provisions of this Assignment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Assignment specifically modifies those Special Provisions.

11. AVAILABLE FUNDS

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

12. CONSENT TO ASSIGNMENT

The State hereby consents to the assignment of the Contract between the Assignor and the Assignee subject to the provisions of this Consent to Assignment

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CONSENT TO ASSIGNMENT SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

Persons signing for Assignor and Assignee hereby swear and affirm that they are authorized to act on behalf of the Assignor and Assignee and acknowledge that the State is relying on their representations to that effect.

Assignor

Enterprise Services LLC

By: Janice Kreidermacher

Date: 12/11/2017

Assignee

DXC Technology Services LLC

By: Janice Kreidermacher

Date: 12/11/2017

JANICE KREIDERMACHER
Name of Authorized Officer

Janice Kreidermacher
Name of Authorized Officer

Americas Region Lead Commercial Contracts
Title of Authorized Officer

Americas Region Lead Commercial Contracts
Title of Authorized Officer

STATE OF COLORADO

John W. Hickenlooper, Governor

By: [Signature]
Tom Massey, Acting Executive Director
Department of Health Care Policy and Financing

Date: 12/14/17

ALL CONTRACTS MUST BE APPROVED BY THE STATE CONTROLLER

CRS 24-30-202 requires that the State Controller approve all state contracts. This Assignment is not valid until signed and dated by the State Controller or delegate. Assignee is not authorized to begin performance until such time. If Assignee begins performing prior thereto, the State of Colorado is not obligated to pay Assignee for such performance or for any goods and/or services provided.

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

By: [Signature]
Department of Health Care Policy and Financing

Date: 12/14/17