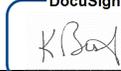


CONTRACT AMENDMENT NO. 9**SIGNATURE AND COVER PAGE**

State Agency Department of Health Care Policy and Financing	Original Contract Number 201500002126
Contractor International Business Machines Corporation	Amendment Contract Number 201500002126A9
Current Contract Maximum Amount Initial Term State Fiscal Year 2019 \$51,240,008.99 Extension Terms State Fiscal Year 2020 \$11,791,920.57 State Fiscal Year 2021 \$11,782,750.20 State Fiscal Year 2022 11,782,750.20 Total for All State Fiscal Years \$86,597,429.96	Contract Performance Beginning Date The later of the Contract Effective Date or May 1, 2015 Current Contract Expiration Date June 30, 2022

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

<p style="text-align: center;">CONTRACTOR International Business Machines Corporation</p> <p>DocuSigned by:  EAD5AC54E4C24A4...</p> <p>By: _____ Date: 6/12/2020</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8493...</p> <p>By: _____ Date: 6/21/2020</p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by:  BBE0F4C030DC45C...</p> <p>By: _____ Date: 6/21/2020</p> <p>Amendment Effective Date: _____</p>	

1. PARTIES

This Amendment (the "Amendment") to the Original Contract shown on the Signature and Cover Page for this Amendment (the "Contract") is entered into by and between International Business Machines Corporation, North Castle Drive, Armonk, New York, 10504 (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. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment is to update the contractual provisions regarding Substance Use Disorder Data and bring the Contract into compliance with the requirements of 42 C.F.R. §2.33.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

A. The attached Exhibit, marked Exhibit A, shall be added to the Contract.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

Exhibit A
Substance Use Data

- 1.1. As part of this Contract the Department will provide the Contractor (“IBM” or “Contractor”) with Part 2 Data for enrolled Members as defined under 42 CFR Part 2. Contractor shall handle all Part 2 Data in conformity with the requirements of 42 CFR Part 2 and 42 CFR § 2.33, those requirements include, but are not limited to, the following:
- 1.2. The Contractor shall use Part 2 Data only for the following purposes:
 - 1.2.1. To provide reporting and data analytics at the direction of the Department for internal Department use.
 - 1.2.2. To the extent not addressed in section 1.2.1, to satisfy the requirements identified in Exhibit C of the Contract.
- 1.3. To safeguard Part 2 Data against improper use or redisclosure:
 - 1.3.1 The Contractor shall work with the Department so both Parties can identify and flag or to otherwise denote Part 2 Data to protect this data from redisclosure, including to prevent its inclusion in outbound extracts to Department partners or vendors.
 - 1.3.2 The Contractor shall not use the Part 2 Data for any other purpose, to include care coordination or case management, without appropriate Member consent as defined under 42 CFR Part 2, unless otherwise specified by the Department in writing.
- 1.4. The Contractor upon receipt of Part 2 Data shall:
 - 1.4.1. Not disclose Part 2 data without appropriate consent except as permitted under 42 CFR Part 2.
 - 1.4.2. Create safeguards, including documented policies and procedures, to prevent unauthorized uses and disclosures of Part 2 Data. These policies and procedures shall be reported in the Contractors’ Data Governance Policy.
 - 1.4.3. Immediately report any unauthorized use, disclosures, or breaches of Part 2 Data to the Department.
- 1.5. This information has been disclosed to Contractor from records protected by 42 CFR Part 2. Federal law prohibits Contractor from making any further disclosure of the Part 2 Data that identifies a Member as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the Member or as otherwise permitted by 42 CFR part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (*see* § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65.
- 1.6 The Contractor only shall redisclose Part 2 Data to a third party if the third part is a contract agent of the Contractor helping to perform its duties under the Contract and the contract agent only discloses Part 2 Data back to the Contractor or the Department.