

STATE OF COLORADO CONTRACT MODIFICATION
CONTRACT AMENDMENT #1

State Agency
Department of Health Care Policy and Financing
Contractor
Conduent State Healthcare, LLC
Original Contract Number
24-187300
Amendment Contract Number
24-187300A1

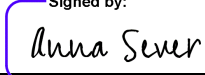
Contract Performance Beginning Date
December 26, 2023
Current Contract Expiration Date
June 30, 2026
Current Contract Maximum Amount
Initial Term
State Fiscal Year 2024 \$9,576,724.74
Extension Terms
State Fiscal Year 2025 \$17,091,315.00
State Fiscal Year 2026 \$13,296,133.46
State Fiscal Year 2027 \$10,648,638.00
State Fiscal Year 2028 \$10,900,431.26
State Fiscal Year 2029 \$5,271,986.60
Total for all State Fiscal Years \$66,785,229.06

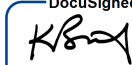
THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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.

CONTRACTOR
Conduent State Healthcare, LLC

STATE OF COLORADO
Jared S. Polis, Governor
Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

Signed by:

By: Anna Sever
Date: 06/30/2025 | 15:43 MDT

DocuSigned by:

Date: 06/30/2025 | 16:38 MDT

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

STATE OF COLORADO

Jared S. Polis, Governor

Governor's Office of Information Technology
**David Edinger, Chief Information Officer and
Executive Director**

DocuSigned by:

Eric Panoushek

4FA2697962DD462...

Date: 06/30/2025 | 16:03 MDT

In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE OF COLORADO
Robert Jaros, CPA, MBA, JD

DocuSigned by:

Linessa Huynh

BD4E70278CB84E5...

Effective Date: 06/30/2025 | 16:41 MDT

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 the Contractor and the 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 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 moves the due dates of three deliverables, and their associated payments, from SFY25 to SFY26. The amount payable for the Operational Readiness Assessment Document (DEL TR 1.6) is also reduced from \$1,859,841.00 to \$1,364,841.00 to account for operational readiness staff augmentation.

The Department also approves Contractor entering into a consultant agreement with the BIDM incumbent, International Business Machines Corporation (“IBM”), for the purposes of IBM timely providing all necessary information and timely performing all tasks needed in order for Conduent to perform the Work in a timely manner, which consultant agreement is approved to be active for up to 90 days following this Amendment’s Effective Date, as shown on the Signature and Cover Page above.

5. MODIFICATIONS

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

- A. The Contract Initial Contract Expiration Date on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Expiration Date shown on the Signature and Cover Page for this Amendment.

- B. The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- C. Exhibit B, section 1.9.2.1., is added to the Contract as follows:
- 1.9.2.1. Reference Amendment #1: The Department approves of Contractor entering into a consultant agreement with the BIDM incumbent contractor, International Business Machines Corporation (IBM), in order for IBM to timely provide all necessary information and timely perform all tasks needed for Contractor to perform the Work in a timely manner, as provided below.
 - 1.9.2.1.1. Any consultant agreement that Contractor enters into with IBM may last for up to 90 days following the Effective Date of Amendment #1 to the Contract, 24-187300A1, as shown on the Signature and Cover Page of 24-187300A1.
 - 1.9.2.1.2. Because IBM is a consultant and not a Subcontractor of Contractor under the Contract, Contractor shall not share with IBM any PII or PHI at any time.
 - 1.9.2.1.2.1. Further, any Contract provisions applicable or relating to Subcontractors shall not apply to IBM as a consultant. Rather, any consultant agreement between Conduent and IBM must relate to IBM providing information and IBM's knowledge to Contractor for the purpose of Contractor performing the Work in a timely manner.
 - 1.9.2.1.2.2. IBM shall not perform any Work under the Contract.
 - 1.9.2.1.3. The Department shall pay Contractor a fixed price of \$165,000.00 per month (NTE \$495,000 in total) for Contractor to enter into a consulting agreement for IBM to provide all necessary information and knowledge for Contractor to perform the Work under the Contract in a timely manner.
 - 1.9.2.1.4.1. Invoicing shall be submitted by the 15th of each month for services rendered in the previous month along with hourly reporting for any personnel, if applicable.
 - 1.9.2.1.5. For all personnel provided by IBM to Contractor under any consultant agreement, the Department shall have the right to review and approve all personnel that IBM proposes. The Department shall have the right to direct any approved IBM personnel that provides services to Contractor pursuant to a consultant agreement.
- D. Exhibit C, section 1.1.1., is deleted in its entirety and replaced with the following:
- 1.1.1. The Department shall pay Contractor the following Fixed Payments for each of the following deliverables and services during the transition period. With the exception of

“Payment for Contractor’s consultant” in the table below, all other Deliverables in the table below are subject to the process identified in Exhibit B, Section 1.8.

DELIVERABLE	ESTIMATED INVOICE DATE	FIXED PAYMENT
DEL TR 1.1.1 Software Installation Complete Sign-off	04/30/2024	\$1,756,517.00
TR 1.1 Transition Plan & GEN 1.7 Joint Operating Agreement Plan Final	05/31/2024	\$1,653,192.00
DEL TR 1.2 Environment Configuration Document	10/31/2024	\$2,169,815.00
DEL TR 1.3 Knowledge Transfer Document & DEL TR 1.4 Shadowing Session Toll Gate	06/30/2024	\$1,859,841.00
DEL TR 1.6 Operational Readiness Assessment Document	07/01/2025 or A1 execution date, whichever is later	\$1,364,841.00
DEL TR 1.8 Deployment Complete Sign-Off	07/31/2025	\$516,623.00
DEL TR 1.10 Improvement Plan	08/30/2025	\$516,623.00
Total (excluding Passthrough Payments)		\$9,837,452.00
Payment for Contractor’s consultant	\$165,000 per month, not to exceed three months	\$495,000.00

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.