

CONTRACT ASSIGNMENT #2

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Assignee DXC MS LLC
Original Contractor - Assignor DXC Technology Services LLC	Original Contract Number 14-64254
Current Contract Maximum Amount Initial Term	Assignment Contract Number 14-64254 Assignment No. 2
State Fiscal Year 2014 \$9,201,196.00	Contract Performance Beginning Date The Effective Date
Extension Terms	
State Fiscal Year 2015 \$25,491,547.00	Current Contract Expiration Date October 31, 2021
State Fiscal Year 2016 \$25,851,971.00	
State Fiscal Year 2017 \$24,876,103.97	
State Fiscal Year 2018 \$36,497,277.57	
State Fiscal Year 2019 \$34,090,860.84	
State Fiscal Year 2020 \$41,341,295.24	
State Fiscal Year 2021 \$38,080,571.60	
State Fiscal Year 2022 \$21,280,837.39	
State Fiscal Year 2023 \$2,966,212.50	
State Fiscal Year 2024 \$1,041,245.50	
Total for All State Fiscal Years \$260,719,018.58	

THE PARTIES HERETO HAVE EXECUTED THIS ASSIGNMENT

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

<p style="text-align: center;">ORIGINAL CONTRACTOR - ASSIGNOR DXC Technology Services LLC</p> <p style="text-align: center;">DocuSigned by: <i>David Hadsell</i> 5B959DB523324C1...</p> <p>By: David Hadsell, Vice President of Sales, Global Healthcare</p> <p>Date: 6/10/2020</p>	<p style="text-align: center;">ASSIGNEE DXC MS LLC</p> <p style="text-align: center;">DocuSigned by: <i>David Hadsell</i> 5B959DB523324C1...</p> <p>By: David Hadsell, Vice President of Sales, Global Healthcare</p> <p>Date: 6/10/2020</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 style="text-align: center;">DocuSigned by: <i>Kim Bimestefer</i> 0B6A84797EA8493...</p> <p>By: Kim Bimestefer, Executive Director</p> <p>Date: 6/12/2020</p>	
<p>In accordance with §24-30-202 C.R.S., this Assignment 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 style="text-align: center;">DocuSigned by: <i>Greg Tanner</i> D400B1881F154C5...</p> <p>By: _____ 6/12/2020</p>	

Department of Health Care Policy and Financing

Assignment Effective Date: July 1, 2020

1. PARTIES

This Assignment (the “Assignment”) of the Original Contract shown on the Signature and Cover Page for this Assignment (the “Contract”) is entered into by and between the Contractor, as defined in the Original Contract (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Assignment, and the State.

2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

3. ASSIGNMENT EFFECTIVE DATE AND TERM

A. Assignment Effective Date

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

B. Assignment Term

Assignee’s and the State’s respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the Signature and Cover Page for this Assignment and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Assignment is to replace Assignor under the Contract and substitute Assignee to the extent provided for in this Assignment.

5. EFFECT OF ASSIGNMENT

Upon the date performance under this Assignment commences, as described in §3.B of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

A. Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract except to the extent Assignee fails to properly perform,

in which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Assignment is incorporated by reference into the Contract, and the Contract and all prior Assignments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Assignment. 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.

7. 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 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 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.

8. CONSENT TO ASSIGNMENT

The State hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment. However, the Department has provided notice to Assignor that the Department has concerns regarding either Assignor or Assignee's ability to satisfactorily and timely comply with the following Contract requirements:

A. Call Center Operations

The Provider Call Center continues to struggle with consistently meeting the Average Speed of Answer (ASA) Service Level Agreement of 60 seconds, which has been as high as 180 seconds in recent months. Also, Assignor's Operations Managers have consistently lacked the systems knowledge and program expertise to both effectively and promptly address Department inquiries and requests. As a result, agreed-upon deadlines are routinely missed, especially in the area of creating content for Provider training and education.

B. Data Quality

There are recurring issues regarding the quality of Electronic Visit Verification data Assignor's subcontractor Sandata sends to the Department's Business Intelligence and Data Management contractor, which regularly and negatively impacts this contractor's ability to satisfy the requirements of their contract with the Department.

C. Care and Case Management Project

Assignor neither delivered the required Care and Case Management system, nor completed the Pilot Program by March 31, 2019, as required in Amendment 11 of the Contract. Further, the Department's project management team has advised that only 14 of the 109 Care and Case Management requirements identified in Amendment 11 have

been approved by the Department. Other performance issues regarding this project include poor communication and quality of deliverables.

- D. Assignee must complete the remaining projects identified in the Transition to Operational Excellence plan Group 2 and 3 that have not been completed, with the additional resources added in Amendment 20, based on Department prioritization and requirements completion and as prioritized by the Department's Priority Change Board.

In providing its consent to this assignment the Department notes that Assignor (being secondarily liable as provided in Section 5. above) and Assignee remain responsible for remediating the above-mentioned issues.