

**CONTRACT AMENDMENT NO. 11
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 201500002126A11
Current Contract Maximum Amount		Contract Performance Beginning Date The later of the Contract Effective Date or May 1, 2015
State Fiscal Year 2015	\$2,162,500.00	
State Fiscal Year 2016	\$9,860,250.20	
State Fiscal Year 2017	\$4,768,951.23	
State Fiscal Year 2018	\$20,856,823.67	
State Fiscal Year 2019	\$13,591,483.89	
State Fiscal Year 2020	\$11,791,920.57	
State Fiscal Year 2021	\$11,002,957.11	
State Fiscal Year 2022	\$10,811,104.53	
Total for All State Fiscal Years:	\$84,845,991.20	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 align="center">CONTRACTOR International Business Machines Corporation</p> <p>DocuSigned by: By: <u>Tom Weatherup</u> 188CFFEBE27F444</p> <p>Date: <u>6/25/2021</u></p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: By: <u>KB</u> 0B6A84707EA8403</p> <p>Date: <u>6/25/2021</u></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 align="center">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: By: <u>Greg Tanner</u> BBE0F46030DE45C</p> <p>Amendment Effective Date: <u>6/27/2021</u></p>	

Contract Routing Number 201500002126A11

CONTRACT AMENDMENT NO. 11

Original Contract Number 201500002126

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the “Contract”) is entered into by and between International Business Machines Corp., 1 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. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date”). The Department shall not be liable to pay or reimburse Contractor 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.

3. FACTUAL RECITALS

The Parties entered into the Contract to develop and install the Business Intelligence and Data Management System (BIDM). The purpose of this Amendment is to change contract language concerning Non-Key personnel and Contractor staffing changes, information technology audits, Tableau licenses, and Quality Maintenance Payments.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

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

- Amend Exhibit A., Statement of Work, Sections 4.2 – 4.2.2, to add detail regarding Non-Key Personnel provided by Contractor.
- Amend Exhibit C., Requirements, Sections 6.5 – 6.5.5 and 6.6 – 6.6.3, to regroup full-time and non-full-time Key Personnel provided by Contractor during BIDM Ongoing Operations and Enhancements Contract Stage.
- Amend Exhibit C., Requirements, Sections 7.3 – 7.3.5, to specify the process Contractor will follow to update the Department regarding assignment of Non-Key Personnel staff, pool hour utilization, Change Requests and organizational chart updates.
- Amend Exhibit C, Requirements, Section 37.2, to update the requirements concerning security audits conducted by Contractor.

- Amend Exhibit E, Compensation and Quality Maintenance Payments, Section 1.1.1.3.1., to update the License Table to indicate the termination of DRUGDEX and Micromedex Clinical Knowledge Suite software.
- Amend Exhibit E, Compensation and Quality Maintenance Payments, Section 2.1.1.2.4.1.7., to update the distribution of QMP payment amounts for BIDM Operations and Enhancement Contract Stage year 6 to align with prior years.

A. Exhibit A, STATEMENT OF WORK, Sections 4.2 – 4.2.2, are hereby deleted in entirety and replaced with the following:

4.2 Reference Amendment 11-2021: The Contractor shall provide at least eighteen (18) Non-Key Personnel, assigned exclusively to this Contract, to provide thirty-seven thousand four hundred and forty (37,440) hours of Analytics staff, Business Analyst staff, Operations staff, System Design and Development / Interface staff, Testing and Validation staff, and Project Management staff under this Contract on an SFY basis during the Ongoing Operations and Enhancement Contract Stage. Any remaining balance of hours from the previous SFY will be rolled over to the next SFY, if applicable.

4.2.1 Reference Amendment 10-2021: Non-Key Personnel FTE Hours Table is intentionally deleted.

4.2.2. Reference Amendment 10-2021: Each individual Non-Key Personnel assigned to the Contract is not required to work a full two-thousand and eighty (2,080) hours per year on the Contract, and the total hours described in § 4.2 may be provided by other Contractor personnel and subject matter experts performing as temporary replacements for assigned personnel who leave the project, are on vacation, or are otherwise unavailable to work. The Contractor shall report the time contributed by these other Contractor personnel and experts in the same manner as the assigned Non-Key Personnel report their time to the Department.

4.2.3 Reference Amendment 11-2021: Contractor may change the number of Non-Key Personnel assigned to the staffing roles identified in Section 4.2.

B. Exhibit C, REQUIREMENTS, Sections 6.5 – 6.5.5., are hereby deleted in entirety and replaced with the following:

6.5. Reference Amendment 10-2021: Reference #3127: During BIDM Ongoing Operations and Enhancements Contract Stage, the Contractor shall ensure that the specified Key Personnel are readily available to the Department.

6.5.1. Reference Amendment 11-2021: These specified Key Personnel shall be dedicated to the Contract full-time during BIDM Ongoing Operations and Enhancements Contract Stage:

6.5.1.1. Operations Manager

6.5.1.2. Reference Amendment 8-2019: PMO Manager, as of the execution of Contract Amendment 6

- 6.5.1.3. Reference Amendment 8-2019: Data Warehouse Manager, as of the execution of Contract Amendment 8
- 6.5.2. These specified Key Personnel shall be committed to the Contract full-time.
- 6.5.3. Contractor Approach: During the BIDM ongoing Operations and Enhancements Contract Stage, Contractor shall ensure the following Key Personnel are readily available to the Department:
 - 6.5.3.1. Operations Manager
 - 6.5.3.2. Reference Amendment 8-2019: PMO Manager, as of the execution of Contract Amendment 6
 - 6.5.3.3. Reference Amendment 8-2019: Data Warehouse Manager, as of the execution of Contract Amendment 8
- 6.5.4. These specified Key Personnel shall be committed to the contract full-time.
- 6.5.5. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage.

C. Exhibit C, REQUIREMENTS, Sections 6.6. – 6.6.3., are hereby deleted in entirety and replaced with the following:

- 6.6. Reference #3128: During BIDM Ongoing Operations and Enhancements Contract Stage, the Contractor shall ensure that specific Key Personnel are readily available to the Department.
 - 6.6.1. These specified Key Personnel shall include all of the following:
 - 6.6.1.1. Account Manager
 - 6.6.1.2. Compliance and Security Manager
 - 6.6.1.3. Reference Amendment 11-2021: Systems Manager
 - 6.6.1.4. Reference Amendment 11-2021: Analytics Manager
 - 6.6.1.5. Reference Amendment 11-2021: Quality Assurance/Test Manager
 - 6.6.2. These specified Key Personnel are not required to be committed to the Contract full-time.
 - 6.6.3. Contractor Approach: During the BIDM ongoing Operations and Enhancements Contract Stage, Contractor shall ensure that specified Key Personnel are readily available to the Department:
 - 6.6.3.1. Account Manager
 - 6.6.3.2. Compliance and Security Manager
 - 6.6.3.3. Reference Amendment 11-2021: Systems Manager
 - 6.6.3.4. Reference Amendment 11-2021: Analytics Manager
 - 6.6.3.5. Reference Amendment 11-2021: Quality Assurance/Test Manager
 - 6.6.4. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage

D. Exhibit C, REQUIREMENTS, Sections 7.3 – 7.3.5, are hereby deleted in entirety and replaced with the following:

- 7.3. Reference #3139: The Contractor shall provide sufficient staff to meet all requirements of the Contract.
- 7.3.1. Non-Key Personnel staff shall be assigned to perform the Work described under the Contract or shall be authorized to perform duties through Change Management Process.
- 7.3.2. Reference Amendment 11-2021: On a quarterly basis Contractor shall provide an update in the Contract Management Report for Department review, that includes Non-Key Personnel labor breakdown, status of Non-Key Personnel FTE hours burndown, Change Requests released during the quarter, and an updated organizational chart.
- 7.3.3. Contractor Approach: The Contractor shall provide sufficient Non-Key Personnel staff to meet all requirements of the Contract.
- 7.3.4. The Contractor shall assign Contractor’s staff to perform the Work described under the Contract or shall be authorized to perform duties through Change Management Process.
- 7.3.5. Reference Amendment 11-2021: On a quarterly basis Contractor shall provide an update in the Contract Management Report for Department review, that includes non-key labor breakdown, status of pool hour burn down, Change Requests released during the quarter, and an updated organization chart.
- 7.3.6. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage

E. Exhibit C, REQUIREMENTS, Sections 37.2 – 37.2.6., are hereby deleted and replaced as follows:

- 37.2 Reference #3862: The Contractor shall pay for an independent auditor to conduct an annual audit utilizing a current version of the Statement on Standards for Attestation Engagements (SSAE), System and Organization Controls (SOC) 1, Type II and SOC 2, Type 2 audit (collectively, “SOC 1/ SOC2, Type II”). The SOC 1, Type II audit shall address Work performed by the Contractor at the Contractor’s facility and data center suites. The SOC 2, Type II audit shall address the Trust Principles of Availability and Security for the Data Centers in Sterling, Virginia and Dallas, Texas. The SOC II audit shall also address the Trust Principles of Security, Confidentiality, Integrity and Availability for the Health Insights, formerly known as Advantage Suite, tool.
- 37.2.1 Reference Amendment 11-2021: The Contractor shall submit the SOC 1 / SOC 2, Type II audit reports to the Department along with the following supplemental documentation:
 - 37.2.1.1 The Contractor’s responses to the independent auditor’s findings.
 - 37.2.1.2 A SOC 1 / SOC 2, Type II Report Action Plan detailing how the Contractor will address and resolve all findings in the SOC 1 / SOC 2, Type II report and the timeline for addressing each finding. The SOC Report Action Plan shall be subject to Department review and approval.

- 37.2.2 Contractor shall review the control objectives for the Data Warehouse SOC 1, Type II audit with the Department prior to commencement of review activities by the independent auditor.
- 37.2.3 The Parties shall review and approve the control objectives for the Data Warehouse SOC 1, Type II audit no later than February 28th annually.
- 37.2.4 The Parties acknowledge that delayed approval of the control objectives for the Data Warehouse SOC 1, Type II audit may impact Contractor's ability to engage the independent auditor to initiate the audit in a timely manner. A delayed start date may impact both the Contractor and independent auditor's ability to meet the deliverable due date of September 1st.
 - 37.2.4.1 Review of the scope of SOC 1, Type II audits by the Parties shall include consideration of prior SOC 1, Type II audits to determine if past findings have been addressed.
 - 37.2.4.2 Contractor shall be responsible for facilitating meetings between the Contractor and the Department to review the control objectives of the Data Warehouse SOC 1, Type II audit. At a minimum, the following topics shall be addressed during this meeting:
 - 37.2.4.2.1 The process to be used by the Contractor and independent auditor to develop, document and implement the objectives of the SOC 1, Type II audit.
 - 37.2.4.2.2 Identification of all appropriate internal controls impacting financial reporting.
 - 37.2.4.2.3 Approach to testing of identified internal controls for effectiveness will be discussed.
 - 37.2.4.2.4 Guidelines Contractor and the independent auditor will follow in communicating audit-related opinions to the Department.
 - 37.2.4.2.5 Any changes to the control environment that may impact the SOC I, Type II audit.
- 37.2.5 The Contractor shall address and resolve all findings in the SOC 1 / SOC 2, Type II report, and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
 - 37.2.5.1 Contractor Approach: The Contractor shall pay an independent auditor to perform a SOC 1 / SOC 2, Type II audit annually. The Contractor shall deliver the report to the Department.
 - 37.2.5.2 The Contractor shall submit responses to the auditor's findings and a SOC 1 / SOC 2, Type II Report Action Plan to the Department for review and approval.
 - 37.2.5.3 The Contractor shall address and resolve findings in the SOC 1 / SOC 2, Type II report and provide monthly updates in the Monthly Contract Management Report until the

Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.

- 37.2.5.4 Deliverables: SOC 1 / SOC 2, Type II Reports, Contractor's Responses to Findings, SOC 1 / SOC 2, Type II Report Action Plan, and SOC 1 / SOC 2, Type II report and provide monthly updates in the Monthly Contract Management Report until the Department agrees that the Contractor has demonstrated that all findings have been properly addressed and resolved.
- 37.2.5.4.1 DELIVERABLE: Data Warehouse SOC 1, Type II Report
- 37.2.5.4.2 DUE: No later than September 1st annually
- 37.2.5.4.3 DELIVERABLE: Data Center SOC 1, Type II and SOC 2, Type II with Trust Principles of Security and Availability Report
- 37.2.5.4.4 DUE: No later than September 1st annually
- 37.2.5.4.5 DELIVERABLE: Health Insights SOC 1, Type II Report
- 37.2.5.4.6 DUE: No later than November 15th annually
- 37.2.5.4.7 DELIVERABLE: Health Insights SOC 2, Type II with Trust Principles of Security, Availability, Confidentiality and Processing Integrity Report
- 37.2.5.4.8 DUE: Upon availability and Department request.
- 37.2.6 Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage

F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.1.3.1., is hereby deleted and replaced as follows:

1.1.1.3.1. License Table:

Item #	License Description	License Basis	Number of Licenses
1	IBM Cognos BI Advanced Business Author	Per User	150
2	IBM Cognos BI Enhanced Consumer	Per User	150
3	IBM Cognos BI Professional	Per User	80
4	Informatica B2B	Per Core	8
5	Informatica Data Quality	Per Core	8
6	Informatica MDM	Per Entity	1
7	Informatica Lab License	Per Core	8

Item #	License Description	License Basis	Number of Licenses
8	<p>Informatica PowerCenter</p> <p>For Rules Engine Functionality, up to 80 authorized users will have the ability to <i>view</i> rules-based data transformation logic, and up to 5 users will have the ability to <i>develop</i> rules.</p> <p>The Informatica PowerCenter Data Masking Option for data suppression shall be available to up to 80 authorized users.</p>	Per Core	8
9	MOVEit DMZ Enterprise for encrypting outgoing data	Per Core	4
10	Esri ArcGIS for Desktop.	Per User	3
11	Splunk for Central Audit Logging	Per Server	2
12	Oracle Audit Vault & Database Firewall	Per Core	1
13	SAS Office Analytics – Unlimited Users	Per Core	16
14	<p>IBM i2 Information Exchange Visualizer</p> <p>IBM i2 Analyst’s Notebook</p>	Per Seat	10
15	IBM InfoSphere DataStage Orchestrate	Per Server	1
16	Microsoft SQL Server	Per Server	2
17a	<p>Truven Health Advantage Suite</p> <p>Advantage Suite Ad Hoc Report Writer shall be accessible by up to 150 authorized users.</p>	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17b	Truven Health Medical Episodes Grouper (MEG), as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17c	Verisk Health DxCGs All-Encounter Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17d	Verisk Health DxCGs RxGroups Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17e	Verisk Health DxCGs Likelihood of Hospitalization Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
18	Truven Health Physician Performance Assessment (PPA), a module of Advantage Suite	By Number of Physician Users	Up to 1,000
19	Truven Data Warehouse Core Model	Per Entity	1
20	Truven Data Warehouse Core Transformation	Per Entity	1

Item #	License Description	License Basis	Number of Licenses
21	Truven Data Warehouse Core Quality Reports	Per Entity	1
22	Truven Data Warehouse Core Reconciliation	Per Entity	1
23a	Dell/Quest TOAD Data Point Professional Edition	Per User	100
23b	Dell/Quest TOAD for Oracle Professional Edition	Per User	5
24	THIS REQUIREMENT IS INTENTIONALLY DELETED		
25	THIS REQUIREMENT IS INTENTIONALLY DELETED		
26	Tableau Desktop – Professional User – License (the Department owned 23 licenses as of June 2016)	Per User	60
27	Tableau Desktop – Professional User – Maintenance (Maintenance through BIDM contract started May 2017)	Per User	83
28	Tableau Server – Core Enterprise License Server – Core Enterprise Maintenance	Per User	8
29	THIS REQUIREMENT IS INTENTIONALLY DELETED		
30	CareAnalyzer® HEDIS Reporting Tool	By size of entity as measured by total covered lives	Up to 1,700,000 Members
31	THIS REQUIREMENT IS INTENTIONALLY DELETED		

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G. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.2.4.1.7, is hereby deleted and replaced as follows:

2.1.1.2.4.1.7. Reference Amendment 11-2021 Quarterly Ongoing Operations QMP Performance Standards Table – BIDM Ongoing Operations and Enhancement Contract Stage Year 2 (Jan. 1, 2018 – June 30, 2018) – BIDM Ongoing Operations and Enhancement Contract Stage Year 6

Performance Standard	BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (January 1, 2018 – June 30, 2018) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020 – June 30, 2021) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – June 30, 2022) QMP
<p>Help Desk Performance Standard:</p> <p>Help Desk Performance Standard applies only to user help requests that are submitted to Contractor’s corporate Customer Support Center via toll-free telephone call, email or web site log in.</p> <p><i>Component 1:</i> Call wait times in the call center were less than or equal to one (1) minute per every fifteen (15) calls received per hour at all times during the month.</p> <p><i>Component 2:</i> No more than five percent (5%), per every fifteen (15) calls received per hour, were abandoned during the month.</p>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$7,350.00
<p>Help Ticket Performance Standard</p> <p><i>Component 1:</i> All Priority Level 1 tickets were responded to within thirty (30) minutes and were either resolved or escalated to project development and management within four (4) business hours. Priority Level 1 tickets are defined as those where the user is experiencing a condition that disables use of or access to the BIDM, no workaround is available, and an immediate solution is required.</p> <p><i>Component 2:</i> All Priority Level 2 tickets were responded to within sixty (60) minutes and were either resolved or escalated to project development and management within eight (8) business hours. Priority Level 2 tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the BIDM, no reasonable workaround is available, and an immediate solution is required.</p> <p><i>Component 3:</i> All Priority Level 3 tickets were responded to within one (1) Business Day and were either resolved or escalated to project</p>	\$13,110.81	\$11,025.00	\$11,025.00	\$11,025.00	\$11,025.00

<p>development and management within three (3) Business Days. Priority Level 3 tickets are defined as those where overall production is operational with no major impact on the Department's business operation, functionality differs from the intended design, or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.</p> <p><i>Component 4:</i> All Priority Level 4 tickets were responded to within two (2) Business Days and were either resolved or escalated to project development and management within five (5) Business Days. Priority Level 4 tickets are defined as requests for information or new BIDM features, or issues that do not regularly occur.</p>					
<p>System Performance Standard:</p> <p><i>Component 1:</i> The production BIDM system infrastructure, including servers, network, and storage appliances, maintained an availability of 97% during business hours AND the downtime of a system or service due to unplanned events did not exceed 16 business hours per calendar quarter.</p> <p><i>Component 2:</i> The production BIDM System Tools maintained an availability of 97% during business hours AND the downtime of a system tool or the BIDM Web Portal due to unplanned events did not exceed 16 business hours per calendar quarter.</p> <p><i>Component 3:</i> The production BIDM Cognos and Advantage Suite tools supported the execution of at least 50 concurrent reports. This shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan.</p> <p><i>Component 4:</i> The BIDM Web Portal was available to all authorized BIDM users 24 hours per day, 7 days per week, except for regularly scheduled downtime.</p> <p><i>Component 5:</i> The production BIDM Cognos and Advantage Suite reports maintained expected runtime and expected response time for 95% of executions. Successful execution and response times shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan. The list of BIDM Cognos and Advantage Suite reports to be measured are to be defined in the System Operations and Maintenance Plan and reviewed monthly.</p>	\$34,962.17	\$29,400.00	\$29,400.00	\$29,400.00	\$29,400.00
Refresh Rate Standard:	\$21,851.36	\$18,375.00	\$18,375.00	\$18,375.00	\$18,375.00

<p>Component 1: The BIDM System refreshed production environment Data Warehouse data tables within one (1) business day of data receipt with usable/valid data from the Fiscal Agent or other data supplier. The Contractor audited key elements such as record counts and financial totals for each data load. The key elements to be audited are to be defined in the System Operations and Maintenance Plan.</p>					
<p>Business Continuity / Disaster Recovery Performance Standard:</p> <p><i>Component 1:</i> A current and approved Business Continuity / Disaster Recovery Plan was in place at all times during the quarterly period.</p> <p><i>Component 2:</i> The Contractor provided recommended updates during the quarterly period –OR– the Contractor reported that no updates were necessary during the period.</p> <p><i>Component 3:</i> Because the BIDM is not a mission critical service as defined by the Department and OIT, all core services were recovered within five (5) days and data was restored within twenty-four (24) hours of the last known good production state after the declaration of a production disaster during the quarterly period –OR– there was no declaration of a production disaster during the quarterly period.</p>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$7,350.00
<p>Training Performance Standard</p> <p><i>Component 1:</i> All Training programs delivered by Contractor for Department BIDM users Level II (Business Users) or III (Advanced Users): Contractor’s training program received an average score of at least 3.5 on a scale of 1-5 where “5” is “Excellent”, “4” is “Good, and “3” is Satisfactory”, on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 2:</i> All Training programs delivered by Contractor for Department BIDM users Level I (Least skilled): Contractor’s training program received an average score of at least 3.5 on a scale of 1-5 where “5” is “Excellent”, “4” is “Good, and “3” is Satisfactory”, on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 3:</i> All Training programs delivered by Contractor for BIDM Web Portal Users (i.e.,</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$14,700.00

<p>Providers, RAEs, and other authorized users not employed by the Department): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is "Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p>					
<p>Staff Retention Performance Standard:</p> <p><i>Component 1:</i> All Key Personnel vacancies were filled within sixty (60) calendar days during the year –OR– no Key Personnel vacancies occurred during the year.</p> <p><i>Component 2:</i> All Key Personnel had a performance evaluation performed by the Contractor that incorporated input provided by the Department during the year and all evaluations were documented and made available to the Department.</p> <p><i>Component 3:</i> All Key Personnel were dedicated to this Contract full time, unless otherwise noted in Exhibit C, Requirements, as documented by the Contractor's time keeping system.</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$14,700.00
<p>MITA Performance Standard:</p> <p><i>Component 1:</i> All BIDM hardware and software licenses were renewed on time and did not expire. The production BIDM hardware and software licenses are to be managed by the Operations and System Management team.</p> <p><i>Component 2:</i> Unplanned events that affected the production BIDM environment and were due to upgrades and patch deployments were limited to no more than 3 incidents per quarter. Upgrades and patching of the BIDM infrastructure, systems, and applications were deployed and tested in the available development and test environments before they were promoted to production.</p> <p><i>Component 3:</i> The Contractor delivered required standard reports on time by the due date agreed upon in the approved Communication Management Plan.</p> <p><i>Component 4:</i> The Contractor delivered required outbound extracts on time by the due date agreed upon in the approved System Operations and Maintenance Plan.</p>	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$22,050.00

<p>Defect Resolution Performance Standard:</p> <p>Defect Resolution Performance Standard applies to defects that are discovered during any type of testing or while functionality is in production.</p> <p><i>Component 1:</i> All Critical defects were resolved within 3 business days of being opened.</p> <p><i>Component 2:</i> All High defects were resolved within 30 calendar days of being opened.</p> <p><i>Component 3:</i> All Medium defects were resolved within 60 calendar days of being opened.</p> <p><i>Component 4:</i> All Low or Cosmetic defects were resolved within 90 calendar days of being opened.</p>	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$22,050.00
<p>Turnover Performance Standard</p> <p><i>Component 1:</i> All requirements of the most recently approved System Turnover Plan were completed.</p>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total of all Quarterly QMPs	\$174,810.84	\$147,000.00	\$147,000.00	\$147,000.00	\$147,000.00

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

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