

**CONTRACT AMENDMENT NO. 13
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 201500002126A13
Current Contract Maximum Amount Initial Term		Contract Performance Beginning Date
State Fiscal Year 2014-15	\$2,162,500.00	May 1, 2015
Extension Terms		Current Contract Expiration Date
State Fiscal Year 2015-16	\$9,860,250.00	June 30, 2024
State Fiscal Year 2016-17	\$4,768,951.23	
State Fiscal Year 2017-18	\$20,856,823.67	
State Fiscal Year 2018-19	\$13,591,483.89	
State Fiscal Year 2019-20	\$11,791,920.57	
State Fiscal Year 2020-21	\$11,002,957.11	
State Fiscal Year 2021-22	\$11,611,104.53	
State Fiscal Year 2022-23	\$12,904,377.23	
State Fiscal Year 2023-24	\$12,893,237.12	
Total for All State Fiscal Years		\$111,443,605.35

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 Katherine Dyer, Associate Partner</p> <p>DocuSigned by: <i>Katherine Dyer</i></p> <p>By: _____ D27EA92E08AD486... Date: 9/23/2022</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: <i>Kim Bimestefer</i></p> <p>By: _____ 0B6A84797EA8493... Date: 9/23/2022</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: <i>Jerrod Cotosman</i></p> <p>By: _____ 76F69541272B43A... Date: 9/26/2022</p> <p>Amendment Effective Date: _____</p>	

Contract Routing Number 201500002126A13

CONTRACT AMENDMENT NO. 13

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 add contract language and compensation regarding T-MSIS Enhancements.

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:

- Exhibit C, REQUIREMENTS, is amended to add Section 53, T-MSIS Enhancements.
- Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.7 is added for the compensation for T-MSIS Enhancements.
- Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.2.4.1.8 was added to include T-MSIS QMP payments.

A. Section 7, PAYMENTS TO CONTRACTOR, subsection A., Maximum Amount, is hereby deleted in its entirety and replaced with the following:

Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is shown in the following table, as determined by the State from available funds. Payments to Contractor are

limited to the unpaid obligated balance of the Contract at the rates set forth in Exhibit E, Compensation and Quality Maintenance Payments. The maximum amount payable by the State to Contractor is:

State Fiscal Year 2014-15	\$2,162,500.00
State Fiscal Year 2015-16	\$9,860,250.20
State Fiscal Year 2016-17	\$4,768,951.23
State Fiscal Year 2017-18	\$20,856,823.67
State Fiscal Year 2018-19	\$13,591,483.89
State Fiscal Year 2019-20	\$11,791,920.57
State Fiscal Year 2020-21	\$11,002,957.11
State Fiscal Year 2021-22	\$11,611,104.53
State Fiscal Year 2022-23	\$12,904,377.23
State Fiscal Year 2023-24	\$12,893,237.12
Total for All State Fiscal Years	\$111,443,605.35
<i>Funding Changes in Contract Amendment 13</i>	
<ul style="list-style-type: none"> • Adding funds in the amount of \$445,461.23 to State Fiscal Year 2022-23 for T-MSIS Implementation, ongoing operations and maintenance, and QMP payments. • Adding funds in the amount of \$155,145.12 to State Fiscal Year 2023-24 for twelve months of T-MSIS ongoing operations and maintenance, and QMP payments. 	

The State Fiscal Year amounts in the table in this section are based on State appropriations. Based on the timing of the invoicing and payment, the Contractor may receive amounts paid in a different State Fiscal Year than when the amounts were actually earned by the Contractor.

Any changes to the maximum amount payable under the Contract or Quality Maintenance Payments Specified in Exhibit E, shall require a formal written amendment, in accordance with State Fiscal Rules and State Controller Policies and Guidelines.

B. EXHIBIT C: REQUIREMENTS IS HEREBY AMENDED AS FOLLOWS: SECTION 53, T-MSIS ENHANCEMENTS IS ADDED TO EXHIBIT C, REQUIREMENTS, AS FOLLOWS:

53. REFERENCE AMENDMENT 13-2022: T-MSIS ENHANCEMENTS

53.1 Reference Amendment 13-2022: In support of the Department’s compliance with the CMS Patient Access and Interoperability Rule (CMS-9115-F), the Contractor shall create weekly T-MSIS files for exchange with the Core MMIS Contractor, in accordance with the below specifications.

53.1.1 Reference Amendment 13-2022: Weekly T-MSIS files shall be delivered to the Core MMIS contractor each week on a set schedule agreed upon between the Contractor and the Core MMIS Contractor unless incoming data is delayed due to holiday or other system-related issue outside of the Contractor’s control (e.g. MMIS financial cycle is delayed).

53.2 Reference Amendment 13-2022: The weekly T-MSIS files shall include the following data:

53.2.1 Claims data (CLAIMIP, CLAIMRx, CLAIMLT, CLAIMOT)

53.2.1.1 Claims data shall be in the T-MSIS Fixed Length Format (FLF) with T-MSIS valid values and data dictionary as specified in the Source to Target Mapping (STM) and CMS Addendum A documentation.

53.2.1.2 Files shall be sent no less frequently than weekly immediately after the financial cycle.

53.2.1.3 Files should exclude financial only transactions such as non-claim specific TPL recoveries, premium or capitation payments.

53.2.1.4 Data must have an ultimate member ID (MSIS ID in T-MSIS) in addition to the current member ID.

53.2.1.5 Managed Care Organization (MCO) encounters shall be included.

53.2.2 Eligibility Data

53.2.2.1 In the T-MSIS FLF format and valid values as specified in the STM and CMS Addendum A documentation.

53.2.2.2 No less frequently than weekly.

53.2.2.3 Must have a method to link all past IDs of a member together (ELG000022 record in T-MSIS).

53.2.3 Provider Data (for Provider Directory as well as Care Team)

53.2.3.1 In the T-MSIS FLF format and valid values as specified in the STM and CMS Addendum A Documentation.

53.2.3.2 No less frequently than monthly.

53.2.4 **TPL Data**

53.2.4.1 In the T-MSIS FLF format and valid values as specified in the STM and CMS Addendum A documentation.

53.2.4.2 No less frequently than monthly.

53.2.5 **Managed Care Data**

53.2.5.1 Managed Care Data shall be included as currently produced per the approved STM and CMS Addendum A documentation.

53.3 REFERENCE AMENDMENT 13-2022: THE CONTRACTOR'S APPROACH SHALL BE AS FOLLOWS:

53.3.1 T-MSIS implementation will leverage the existing core monthly code logic, with the addition of a flag to specify any additional weekly extract data requirements.

53.3.2 Contractor will provide one quarter's worth of the most recent CMS T-MSIS submissions to the Core MMIS Contractor within fifteen (15) days of amendment execution for the purposes of data content validation.

53.3.3 Upon receipt of data validation feedback from the Core MMIS Contractor, Contractor will review data content validation feedback against the existing T-MSIS code logic to identify any potential changes needed for successful implementation.

53.3.4 The weekly T-MSIS function will not require re-submission procedures like the existing yearly T-MSIS procedures.

53.3.5 The Contractor will retain the weekly file in tabular format for no longer than 26-weeks, while the monthly file in tabular format will be stored for no longer than six (6) months as written in Exhibit C.

53.3.6 The Contractor will format and deliver the weekly T-MSIS file to the Core MMIS Contractor in tabular format within one business day of data availability. For required data that is received on a weekend or holiday, the file format and delivery will be completed the following business day as written in MITA Performance Standard, Component 4 (Ex. E, Section 2.1.1.2.4.1.7) and

clarified in Transmittal 142.

53.3.6.1 The Department expects that the Contractor will need to complete additional off-cycle data loads based upon the needs of CMS, the Department or other Contractors of the Department. When such a request is made, the Contractor will complete the off-cycle data load within one business day of data availability.

53.3.6.2 Contractor shall work with the Core MMIS Contractor on an initial off-cycle data transfer to establish a complete historical base of member claims with dates of service on or after January 1, 2016 for members eligible during the most recent 24 months. Data shall be provided to the Core MMIS Contractor in increments (monthly or quarterly) from oldest to newest.

53.4 REFERENCE AMENDMENT 13-2022: These enhancements shall have no impact on Federal T-MSIS submissions or Colorado's T-MSIS compliance requirements as written in Exhibit C.

53.5 REFERENCE AMENDMENT 13-2022: SYSTEM AND ACCEPTANCE TESTING

53.5.1 Contractor shall provide a system test plan that includes a range of test cases to validate that files delivered meet the agreed upon specifications. Contractor shall submit this test plan to the Department for approval before system and acceptance testing begins.

53.5.2 For the purposes of acceptance testing, Contractor shall demonstrate to the Department that its solution meets all of the test cases in the approved system test plan.

53.6. REFERENCE AMENDMENT 13-2022: DOCUMENTATION DELIVERABLES AND CMS CERTIFICATION SUPPORT.

53.6.1. IBM will provide the following documents as part of its standard SDLC process. These documents support CMS Certification compliance documentation and shall be unique to this CMS Patient Access and Interoperability Rule (CMS-9115-F) project.

53.6.1.1. Business Requirements Document

53.6.1.2. Interface Control Documents

53.6.1.3. Technical Design Document

53.6.1.4. System Test Plan

53.6.1.5. System Test cases, System Test results

53.7 REFERENCE AMENDMENT 13-2022: TIMELINE AND COMPENSATION

53.7.1 T-MSIS Enhancements shall be ready for the Department's testing and acceptance within three (3) months of amendment execution date.

53.7.2 If additional data beyond the scope described herein is deemed necessary by the Department for the weekly file exchange, then the approved Change Management process will be followed.

C. REFERENCE AMENDMENT 13-2022: Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.7 is hereby added as follows:

1.1.7 **Reference Amendment 13-2022:** The Department shall pay the Contractor the following for the work completed relating to the T-MSIS Enhancement Project as described in the following table:

Contract Stage	Payment Amount	Maximum Number of Payments	Maximum Payment Amount
DDI/Implementation	\$118,526.05	3 months	\$355,578.15
T-MSIS O&M for SFY 2022-2023	\$6,420.22	7 months	\$44,941.54
QMP Payments/ Monthly SFY 2022-2023	\$6,420.22	7 months	\$44,941.54
T-MSIS O&M for SFY 2023-2024	\$6,464.38	12 months	\$77,572.56
QMP Payments/Monthly SFY 2023-2024	\$6,464.38	12 months	\$77,572.56
Total T-MSIS Amount through SFY 2024			\$600,606.35

*Ongoing Operations and Maintenance monthly payments and QMP monthly payments will not begin until implementation is successfully completed and accepted by the Department. This assumes an September 1, 2022 start date.

D. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.2.4.1.8, is hereby added as follows:

2.1.1.2.4.1.8 Reference Amendment 13-2022: Monthly Ongoing Operations T-MSIS QMP Performance Standards Table – BIDM Ongoing Operations and Enhancement Contract Stage BIDM Ongoing Operations and Enhancement Contract Stage Year 8 (July 1, 2022 – June 30, 2023) and Contract Stage Year 9 (July 1, 2023-June 30, 2024). The performance standard for work relating to the T-MSIS Enhancement project will be measured and reported monthly and paid on a quarterly basis.

Performance Standard	BIDM Ongoing Operations and Enhancements Contract Stage – Year 8 – T-MSIS Enhancement (December 1, 2022 – June 30, 2023)	BIDM Ongoing Operations and Enhancements Contract Stage – Year 9 (July 1, 2023 – June 30, 2024) – T-MSIS
Monthly QMP Performance Standard		
T-MSIS Enhancement Standard. <i>Component 1:</i> The weekly file was delivered to the Core MMIS Contractor in the agreed to file format within one business day of data availability within the BIDM Reporting Layer. For required data received on a weekend or holiday, the file format and delivery was completed the following business day as written in MITA Performance Standard, Component 4.	\$6,420.22	\$6,464.38
Total of Monthly QMP for T-MSIS	\$44,941.54	\$77,572.56

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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