

**CONTRACT AMENDMENT NO. 14
SIGNATURE AND COVER PAGE**

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|---|-----------------|---|
| State Agency Department of Health Care Policy and Financing | | Original Contract Number 201500002126 |
| Contractor International Business Machines Corporation | | Amendment Contract Number 201500002126A14 |
| 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 | \$13,786,601.23 | |
| State Fiscal Year 2023-24 | \$12,893,237.12 | |
| Total for All State Fiscal Years | | \$112,325,829.35 |

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.

| | |
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| <p align="center">CONTRACTOR International Business Machines Corporation</p> <p>DocuSigned by: <i>Katherine Dyer</i></p> <p>By: _____ Date: 12/14/2022</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: _____ Date: 12/14/2022</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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jerrold Cotosman

By: _____
Amendment Effective Date: 12/14/2022

Contract Routing Number 201500002126A14

CONTRACT AMENDMENT NO. 14

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 add contract language and compensation regarding the Behavioral Health Integration project.

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 54, Behavioral Health Integration project.
- Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, is amended to add Section 1.1.8 for compensation for work relating to the Behavioral Health Integration project.

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 | \$13,786,601.23 |
| State Fiscal Year 2023-24 | \$12,893,237.12 |
| Total for All State Fiscal Years | \$112,325,829.35 |
| <i>Funding Changes in Contract Amendment 14</i> | |
| <ul style="list-style-type: none"> • Adding funds in the amount of \$600,000.00 to State Fiscal Year 2022-23 for Behavioral Health Integration project. | |

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. REFERENCE AMENDMENT 14-2022: EXHIBIT C: REQUIREMENTS IS HEREBY AMENDED AS FOLLOWS: SECTION 54, TO EXHIBIT C, REQUIREMENTS, is hereby added as follows:

54. REFERENCE AMENDMENT 14-2022: BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA INTEGRATION

- 54.1 The Contractor shall collaborate/interface with the Colorado Department of Human Services and the Department to plan for and undertake modifications and enhancements to the existing BIDM system.
- 54.1.1 As directed by the Department through the project change management process, contractor will engage with the Department, or their Designee, to determine impact, and design a solution to configure the BIDM to:
 - 54.1.1.1 Accept new data from the State’s BHA programs into existing BIDM data structures and/or schemas.
 - 54.1.1.2 Ensure that only specific, authorized BIDM users may access BHA program data, as determined and communicated by the Department.
 - 54.1.1.3 Ensure that BHA program data does not adversely affect existing BIDM operations, Medicaid program reporting, or existing data extracts, unless previously agreed to by the Department.
 - 54.1.1.4 Ensure that BHA data is accessible for standardized, repeatable BHA program reporting in COGNOS.
 - 54.1.1.5 Other configurations as specified by the Department in the approved Architecture Approach Document Deliverable.
- 54.1.2 The above-mentioned configurations shall be completed by the date as mutually agreed upon through the project change management process.
- 54.1.3 Within three weeks from Contractor receipt of Department-approved, comprehensive design documentation from the MMIS interChange Contractor, Contractor shall deliver the following project documentation:
 - 54.1.3.1 Contractor shall conduct and document an inventory of environments, data tables, data extracts, and/or reports potentially impacted due to the introduction of BHA program data and evaluate potential impacts for change prioritization.
 - 54.1.3.1.1 DELIVERABLE: Impact Analysis Inventory
 - 54.1.3.1.2 DUE: Within three (3) weeks of Contractor receipt of Department-approved, comprehensive design documentation from the MMIS interChange Contractor
 - 54.1.3.2 Contractor shall produce an approach document outlining changes to the BIDM data warehouse architecture that will facilitate appropriate BHA program data access and ensure that BHA program data will not adversely affect existing Medicaid program data or Medicaid ETL/data processes.

- 54.1.3.2.1. DELIVERABLE: Architecture Approach Document
- 54.1.3.2.2 DUE: Within three (3) weeks of Contractor receipt of Department-approved, comprehensive design documentation from the MMIS interChange Contractor
- 54.1.3.3 Contractor shall produce a project plan for BHA program data integration into the BIDM including resource estimates and a timeline for initial BHA program data milestones. Initial BHA program data milestones to be provided by the Department no later than date of delivery of Department-approved, comprehensive design document from the MMIS interChange Contractor.
- 54.1.3.3.1 DELIVERABLE: Draft Resource-loaded Project Plan
- 54.1.3.3.2 DUE: Within three (3) weeks of Contractor receipt of Department-approved, comprehensive design documentation from the MMIS interChange Contractor
- 54.1.3.3.3 DELIVERABLE: Final Resource-loaded Project Plan
- 54.1.3.3.4 DUE: Within two (2) weeks of Department approval of Architecture Approach Document
- 54.1.3.4 Contractor shall produce a comprehensive plan for testing accessibility of BHA program data and regression testing of existing Medicaid program data to ensure appropriate segregation of data by program.
- 54.1.3.4.1 DELIVERABLE: Testing Plan
- 54.1.3.4.2 DUE: Within two (2) weeks of Department approval of Architecture Approach Document

| Behavioral Health Integration Deliverables | Payment Amount |
|---|-----------------------|
| Impact Analysis Inventory | \$20,000.00 |
| Architecture Approach Document | \$20,000.00 |
| Final Resource-Loaded Project Plan | \$20,000.00 |
| Testing Plan | \$20,000.00 |
| Total BHA Integration Deliverables Amount through SFY 2023 | \$80,000.00 |

54.1.4 Contractor will commit two thousand, three hundred and twenty (2,320) dedicated hours for specialized Solution Architect, DBA, ETL Developer, Data Architect, Testing, and Project Management/Business Analyst resources to the deliverables above and BHA program data integration design, development and implementation (DDI). Assigned resources shall have subject matter expertise on the existing Colorado BIDM architecture and design unless previously approved by the Department.

The Contractor shall report monthly upon the status of hours expended and the resources assigned to the project. In the event that the Contractor does not provide the required number of hours described in this section during SFY2022-23, then the Department will require the Contractor to provide those unprovided hours in the following state fiscal year (SFY).

- 54.1.5 The Contractor shall invoice for the balance of actual DDI project costs based on the rates below:

| Contract Stage | Payment Amount | Maximum Number of Payments | Maximum Payment Amount |
|--|-----------------------|-----------------------------------|-------------------------------|
| BHA Program Data Integration Design, Development, and Implementation (DDI) | \$86,666.67 | 6 months | \$520,000.00 |
| Total BHA DDI Amount through SFY 2023 | | | \$520,000.00 |

- 54.1.6 The Contractor will invoice these amounts separately for this project using a distinct line referencing “Amendment 14 – Behavioral Health Integration”.
- 54.1.7 Contractor agrees that there will not be significant impact to resources working on existing Change Requests currently in progress during this project implementation unless previously approved by the Department.
- 54.1.8 Contractor agrees that any adverse effects of BHA program data integration on pre-existing BIDM operational processes, extracts, or reports will be treated as defects and handled through the existing defect management process as outlined in the most recently approved Defect Management Plan, unless BHA program data does not meet Department-approved, comprehensive design documentation from the MMIS interChange Contractor

C. REFERENCE AMENDMENT 14-2022: Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.8 is hereby added as follows:

- 1.1.8 Reference Amendment 14-2022: The total amount invoiced by the Contractor for the work completed by additional staff resources described in Exhibit C, Section 54 Behavioral Health Integration Project shall, under no circumstances, exceed the Total Maximum Amount Per Fiscal Year listed in the following table:

| State Fiscal Year | Total Dollar Amount Per State Fiscal Year |
|-------------------|---|
| SFY2022-2023 | \$13,786,601.23 |

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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