

CONTRACT AMENDMENT #15

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 201500002126A15
Current Contract Maximum Amount Initial Term State Fiscal Year 2015 \$2,162,500.00 Extension Terms State Fiscal Year 2016 \$9,860,250.00 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 \$11,611,104.53 State Fiscal Year 2023 \$15,048,472.87 State Fiscal Year 2024 \$13,227,379.60 Total for All State Fiscal Years \$113,921,843.47	Contract Performance Beginning Date May 1, 2015 Current Contract Expiration Date June 30, 2024

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 style="text-align: center;">CONTRACTOR International Business Machines Corporation</p> <p>DocuSigned by: <i>Katherine Dyer</i></p> <p>By: _____ D27EA92E08AD486...</p> <p>Date: <u>5/25/2023 08:09 PDT</u></p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p>DocuSigned by: <i>Kim Bimestefer</i></p> <p>By: _____ 0B6A84797EA8493...</p> <p>Date: <u>5/25/2023 10:19 PDT</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 style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Jerrold Cotosman</i></p> <p>By: _____ 76F69541272B43A...</p> <p>Amendment Effective Date: <u>5/25/2023 14:58 PDT</u></p>	

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 of 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 adds additional BHA funding towards new deliverables in SFY23, extends the BHA Data Integration Project through SFY24, and adds SFY24 funding for the BHA Data Integration Project. Additional modifications include reallocating SFY23 funding for T-MSIS M&O and QMP payments towards T-MSIS design work in connection to the Department's transition to T-MSIS, Version 3.0.

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. 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	\$15,048,472.87
State Fiscal Year 2023-24	\$13,227,379.60
Total for All State Fiscal Years	\$113,921,843.47

Funding Changes in Contract Amendment 15

- Adding funds in the amount of \$919,034.40 to State Fiscal Year (SFY) 2022-23 for completion of the system development for the Behavioral Health Data Integration Project.
- Adding funds in the amount of \$229,759.00 to SFY2023-24 for completion of all necessary activities in relation to the testing and deployment of the Behavioral Health Data Integration Project.
- Adding additional funds in the amount of \$130,241.00 to SFY2023-24 for future data and reporting enhancements to the Behavioral Health Data Integration Project.
- Monthly M&O and QMP Payments in the amount of \$89,883.08 in SFY2022-23 and \$25,857.52 in SFY2023-24 for T-MSIS-related work are reallocated towards 778 Non-Key Personnel hours dedicated to T-MSIS enhancement projects in SFY2022-23, including the migration to T-MSIS Version 3.0.
- Amendment 13-2022, Section C, 1.1.7, is modified with SFY2023-24 Payments for T-MSIS O&M and QMP starting September 2023.

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.

D. Sections 54.2. – 54.5. are hereby added to Exhibit C: Requirements as follows:

54.2. In accordance with the Architecture Approach Document Deliverable as described in A14-2022 BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA

INTEGRATION, Contractor shall continue all activities necessary to design and develop the approved solution approach, including but not limited to:

- Requirements gathering and configuration of new user group and provisioning access roles.
- Design and development activities for STG and ODS, including Multi-Tenant Security (MTS) tables in ODS (ODS_HP_MMIS) necessary to begin System Integration Testing (SIT).
- Design of new user schema views in the ODS to accommodate segregated data access.
- Design and development activities for BIDM Report Mart (BIDM_RPT_MART) necessary to begin System Integration Testing (SIT).
- Design, development and testing activities necessary for integration of CBMS data model changes into the CBMS ODS (ODS_DEL_CBMS) related to the BHA implementation.

54.2.1. DELIVERABLE: Contractor Attestation of Completed Development Work in Section 54.2.

54.2.2. DUE: On or before June 30, 2023, as referenced in the approved Final Resource-Loaded Project Plan in A14-2022 BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA INTEGRATION

54.3. In accordance with the Testing Plan Deliverable as described in A14-2022 BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA INTEGRATION, Contractor shall continue all activities necessary to implement and deploy the approved solution approach, including but not limited to:

- SIT and UAT activities needed to accomplish segregated BHA data integration in the ODS.
- Development, SIT, and UAT of the BIDM Reporting Layer (BIDM_RPT_MART and BIDM_USR_RPTS) needed to accomplish full and segregated BHA data integration.

54.3.1. DELIVERABLE: Department User Acceptance Testing (UAT) completed and approved.

54.3.2. DUE: On or before October 1, 2023, as referenced in the approved Final Resource-Loaded Project Plan in A14-2022 BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA INTEGRATION unless modified with Department approval.

54.4. In accordance with the Architecture Approach Document Deliverable as described in A14-2022 BEHAVIORAL HEALTH ADMINISTRATION (BHA) DATA INTEGRATION, Contractor shall continue all activities necessary to implement and deploy the approved solution approach, including but not limited to:

- Provide updated System documentation and necessary training to the Department to accommodate the BHA data integration changes

54.4.1. DELIVERABLE: System Documentation and Integration Training completed and approved.

- 54.4.2. DUE: On or before October 25, 2023, unless modified with Department approval.
- 54.5. The Contractor shall invoice the Department only for completed deliverables that have been approved by the Department as follows:

Behavioral Health Integration Amendment 15 Deliverables	Payment Amount
DELIVERABLE: Development Work (Section 54.2 Requirements)	\$919,034.40
DELIVERABLE: Department User Acceptance Testing (UAT) completed and approved	\$229,759.00
Total BHA Integration Deliverables Amount for SFY23 and SFY24	\$1,148,793.40

- 54.5.1. The Contractor shall invoice the aforementioned amounts separately for this project using a distinct line referencing “Amendment 15 – Behavioral Health Integration Development & Testing”.
- 54.5.2. 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.
- 54.5.3. In recognition of specialized Data Architect expertise needed to preserve overall BIDM data quality and to minimize the impact of BHA reporting on existing Medicaid reporting, all future BHA scope change requests for reporting or data enhancements beyond the scope contemplated in this Amendment will be billed at a ten (10) percent increase from the current rates listed in Exhibit E.

E. Section 1.1.7. of Exhibit E, Compensation and Quality Maintenance Payments, is hereby deleted and replaced with the following:

- 1.1.7. Reference Amendment 15-2023: Monthly M&O and QMP Payments in the amount of \$89,883.08 in SFY2022-23 and \$25,857.52 in SFY2023-24 for T-MSIS-related work shall be reallocated towards 778 Non-Key Personnel hours dedicated to T-MSIS enhancement projects in SFY2022-23, including the migration to T-MSIS Version 3.0 on or before December 31, 2023 as mandated by the Centers for Medicare and Medicaid Services (CMS).
- 1.1.7.1. Reference Amendment 15-2023: Monthly M&O and QMP Payments for work related to the T-MSIS Enhancement Project due to the Contractor in SFY24 shall begin in September 2023 in accordance with the following payment table:

Contract Stage	Payment Amount	Maximum Number of Payments	Maximum Payment Amount
T-MSIS M&O in SFY 2023-2024*	\$6,464.38	10 months	\$64,643.80

T-MSIS QMP in SFY 2023-2024*	\$6,464.38	10 months	\$64,643.80
Total T-MSIS Amount in SFY 2024			\$129,287.60
*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 a September 1, 2023 start date.			

F. Section 1.1.8. of Exhibit E, Compensation and Quality Maintenance Payments, is deleted and replaced with the following:

1.1.8. Reference Amendment 15-2023: The total amount invoiced by the Contractor for the additional BHA work completed per Exhibit C, Sections 54.2 through 54.3.5, Amendment 15 – Behavioral Health Integration Development & Testing, shall not 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	\$15,048,472.87
SFY2023-2024	\$13,227,379.60

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.