

**CONTRACT AMENDMENT NO. 10  
SIGNATURE AND COVER PAGE**

<b>State Agency</b> Department of Health Care Policy and Financing		<b>Original Contract Number</b> 201500002126
<b>Contractor</b> International Business Machines Corporation		<b>Amendment Contract Number</b> 201500002126A10
<b>Current Contract Maximum Amount</b>		<b>Contract Performance Beginning Date</b> 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
		<b>Current Contract Expiration Date</b> 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"><b>CONTRACTOR</b> International Business Machines Corporation</p> <p>DocuSigned by: <i>Tom Weatherup</i> 1886FEFBE27F444...</p> <p>By: _____ Date: 5/13/2021</p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>Kim Bimestefer</i> 0B6A84797EA8493...</p> <p>By: _____ Date: 5/16/2021</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><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Greg Tanner</i> D400B1881F154C3...</p> <p>By: _____ Amendment Effective Date: 5/17/2021</p>	

Contract Routing Number 201500002126A10

## **CONTRACT AMENDMENT NO. 10**

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 include cost reductions and corresponding changes to the scope of work to be provided by Contractor pursuant to the Contract.

### **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:

- Section 7, Payments to Contractor, Subsection A, Maximum Amount, is deleted and replaced.
- Exhibit A, Statement of Work, Sections 4.2 - 4.2.2 are deleted and replaced.
- Exhibit A, Statement of Work, Sections 10.1 – 10.1.2 are deleted and replaced.
- Exhibit C, Requirements, Sections 5.4 – 5.4.3, 6.5 – 6.5.5, 7.3 – 7.3.5, and 51 are updated to reflect reduction to the number of Contractor FTE analytics personnel, removal of onsite co-location and building requirements, and removal of the population stratification tool.
- Exhibit D, Project Phase Document, is updated to remove the onsite training requirement from the Turnover Phase.
- Exhibit E, Sections 1 - 1.1.1.3.1 and 1.1.6.1, are hereby deleted in entirety and replaced to reflect changes to monthly contract stage payments and the software license table.

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

A. 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	\$10,811,104.53
<b>Total for All State Fiscal Years</b>	<b>\$84,845,991.20</b>
<p><b><i>Funding Changes in Contract Amendment 10</i></b></p> <ul style="list-style-type: none"> <li>• Deducted \$789,421.98 from State Fiscal Year 2020-21 for Exhibit E, Section 1.1.1.1, contract cost reductions.</li> <li>• Deducted \$981,756.00 from State Fiscal Year 2021-22 for Exhibit E, Section 1.1.1.1, contract cost reductions.</li> <li>• Adding funds in the amount of \$9,628.89 into State Fiscal Year 2020-21 for Exhibit E, Section 1.1.6.1 Additional Tableau Licenses Payment Table.</li> <li>• Adding funds in the amount of \$10,110.33 into State Fiscal Year 2021-22 for Exhibit E, Section 1.1.6.1 Additional Tableau Licenses Payment Table.</li> </ul>	

The maximum amount payable by the State to Contractor for Exhibit C, Section 46 is:

State Fiscal Year 2015-16	\$160,000.00
State Fiscal Year 2016-17	\$360,082.00
State Fiscal Year 2017-18	\$321,032.60
State Fiscal Year 2018-19	\$144,246.00
<b>Totals for All State Fiscal Years of Project</b>	<b>\$931,360.60</b>

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

4.2 Reference Amendment 10-2021: 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/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.

**C. Exhibit A, STATEMENT OF WORK, Sections 10.1 – 10.1.2, are hereby deleted in its entirety and replaced with the following:**

**10. OTHER CONTRACTOR RESPONSIBILITIES**

**10.1. Annual Customer Conferences**

10.1.1. The Contractor shall provide the Department with free remote access to each of its Annual Customer Conferences that occurs during the term of this Contract.

10.1.2. If the Contractor requests Department attendance and/or participation at a Contractor conference, conference registration fees for these attendees will be waived.

**D. Exhibit C, REQUIREMENTS, Sections 5.4 – 5.4.3, are hereby deleted in entirety:**

- 5.4. Reference Amendment 10-2021: Reference #3120: THIS REQUIREMENT INTENTIONALLY DELETED
- 5.4.1. INTENTIONALLY DELETED
  - 5.4.1.1. INTENTIONALLY DELETED
  - 5.4.1.2. INTENTIONALLY DELETED
  - 5.4.1.3. INTENTIONALLY DELETED
    - 5.4.1.3.1. INTENTIONALLY DELETED
    - 5.4.1.3.2. INTENTIONALLY DELETED
- 5.4.2. INTENTIONALLY DELETED
- 5.4.3. INTENTIONALLY DELETED

**E. Exhibit C, REQUIREMENTS, Section 6.5, is hereby deleted in entirety and replaced with the following (Sections 6.5.1 – 6.5.5 remain unchanged):**

- 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.

**F. 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. At minimum, the Contractor shall provide Non-Key Personnel as follows:
    - 7.3.1.1. Reference Amendment 10-2021: Eight (8) Business Analysts and/or Analytics Staff
    - 7.3.1.2. Five (5) Operations Staff
    - 7.3.1.3. Five (5) Systems/Interface Staff
  - 7.3.2. 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.
  - 7.3.3. Contractor Approach: The Contractor shall provide sufficient staff to meet all requirements of the Contract and at a minimum will provide the following Non-Key Staff:
    - 7.3.3.1. Reference Amendment 10-2021: Eight (8) Business Analysts and/or Analytics Staff.
    - 7.3.3.2. Five (5) Operations Staff.
    - 7.3.3.3. Five (5) Systems/Interface Staff.

- 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 the Change Management Process.
- 7.3.5. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage

**G. Exhibit C, REQUIREMENTS, Section 51, is hereby deleted in entirety and replaced with the following:**

51. Reference Amendment 10-2021: POPULATION STRATIFICATION TOOL – THIS SECTION INTENTIONALLY DELETED

**H. Exhibit D, PROJECT PHASE DOCUMENT, Turnover Phase, rows 137 – 143, are hereby deleted and replaced with the following:**

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#	<b>Contractor Responsibilities</b>	<b>Department Responsibilities</b>
137.	Designate a staff member as the Turnover Coordinator. This individual shall become a full-time Turnover Coordinator until termination of the Contract upon initiation of the Turnover Phase.	
138.	Develop a System Turnover Plan at no additional cost to the Department.	<ul style="list-style-type: none"> <li>• Communicate turnover process and schedule, including support required by the Contractor.</li> <li>• Act as the liaison between legacy Contractor and the replacement Contractor.</li> <li>• Collaborate with the Contractor in order to review and approve the System Turnover Plan.</li> </ul>
139.	Develop a System Requirements Statement at no extra cost that would be required by the Department or another designee to fully take over BIDM, technical, and business functions outlined in this Contract.	<ul style="list-style-type: none"> <li>• Communicate the turnover requirements required for the completion of a successful Turnover Phase.</li> <li>• Review and approve the System Requirements Statement.</li> </ul>
140.	Provide Turnover Services, including, at minimum: <ul style="list-style-type: none"> <li>• A copy of the operational BIDM on media as determined by the Department.</li> <li>• Documentation, in an editable format, including, all relevant BIDM manuals needed to maintain and operate the BIDM.</li> <li>• System training and knowledge transfer for Department/new Contractor staff, as determined by the Department.</li> </ul>	
141.	Provide a Lessons Learned Document that describes valuable lessons learned during the COMMIT project.	Review the Lessons Learned Document.
142.	Review progress and compliance with Turnover Phase entrance and exit criteria as agreed upon by the Contractor and Department.	Review progress and compliance Turnover Phase entrance and exit criteria.
143.	Develop and submit the Turnover Phase Deliverables detailed in Exhibit C, Requirements in accordance with the Department's schedule.	Review all Turnover Phase Deliverables and provide the Contractor with necessary access to documentation to complete the Turnover Phase Deliverables.

**I. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Sections 1 - 1.1.1.3.1, are hereby deleted in entirety and replaced with the following:**

**1. BASE COMPENSATION AND PAYMENTS**

**1.1 Compensation**

1.1.1 The Department shall pay the Contractor the following Monthly Contract Stage Payment amounts, as described in this section:

1.1.1.1. Reference Amendment 10-2020: Monthly Contract Stage Payment Table:

<b>Contract Stage</b>	<b>Monthly Contract Stage Payment Amount</b>	<b>Maximum Number of Monthly Payments</b>	<b>One-Time Payment Total Amount<sup>1</sup></b>	<b>Stage Maximum Payment Amount<sup>2</sup></b>
BIDM Implementation Contract Stage I – SFY 2014-15	\$0.00	0	\$1,162,500.00	\$1,162,500.00
BIDM Implementation Contract Stage I – SFY 2015-16	\$293,279.00	6	\$1,727,826.00	\$3,487,500.00
BIDM Implementation Contract Stage II – SFY 2014-15	\$0.00	0	\$1,000,000.00	\$1,000,000.00
BIDM Implementation Contract Stage II – SFY 2015-16	\$253,437.35	12	\$2,981,502.00	\$6,022,750.20
July 1, 2016 through December 31, 2017	Quarterly Base Compensation Payments (Exhibit E, Section 6.1.1.)			\$9,709,644.32
BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (July 1, 2017 – June 30, 2018) <sup>3</sup>	\$671,685.02	6	\$1,000,000.00 <sup>4</sup>	\$5,030,110.12
BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019)	\$591,245.60	12	\$4,099,803.00	\$11,194,750.20
BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020)	\$932,895.85	12	\$0.00	\$11,194,750.20

BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020, and September – December 31, 2020)	\$932,895.85	5	\$0.00	\$4,664,479.25
BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (August 2020)	\$902,895.85	1	\$0.00	\$902,895.85
BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (January 1, 2021 – June 30, 2021)	\$806,325.52	6	\$0.00	\$4,837,953.12
BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – December 31, 2021)	\$848,311.85	6	\$0.00	\$5,089,871.10
BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (January 1, 2022 – June 30, 2022)	\$853,853.85	6	\$0.00	\$5,123,123.10
<sup>1</sup> One-Time Payments to be invoiced as provided in Exhibit E, Section 1.1.2.1.1. <sup>2</sup> Does not include Quality Maintenance Payment nor Additional Tableau Maintenance Payments (as set forth in Section 1.1.6.1), but does include One-Time Payments. <sup>3</sup> Monthly payments begin January 1, 2018. <sup>4</sup> One-time Payment for BIDM Ongoing Operations and Enhancement Contract Stage Year 2 for the period of July 1, 2017 to December 31, 2017 (refer to table in Exhibit E, Section 1.1.2.1.1.)				

1.1.1.2. The Department shall make a Monthly Contract Stage Payment to the Contractor for each Contract Stage for each month during that Contract Stage listed in the Monthly Contract Stage Payment Table in Exhibit E, Section 1.1.1.1. If any Stage begins on a day that is not the first day of the month, then for any such month, the Department shall pay the Contractor a prorated portion of the monthly payment equal to the portion of days in the month following the beginning of the stage to the total number of days in that month. If the Department pays a prorated portion of a month at the start of any Contract Stage, then that Contract Stage shall end on a day that is not the end of a month and the final payment for that stage shall be for the remaining monthly amount less the prorated portion already paid at the beginning.

1.1.1.2.1 In the event that the Contractor completes all requirements for the BIDM Implementation Contract Stage prior to the expected completion date of that stage

as shown by the Maximum Number of Monthly Payments column in the table in Section 1.1.1.1., the Department shall continue to make Monthly Contract Stage Payments to the Contractor for that stage until the Stage Maximum Payment Amount for that stage is reached. The Department may, in its sole discretion, choose to continue making monthly payments in such a circumstance or may choose to make one or more lump-sum payments for that stage that includes amounts for multiple future Monthly Contract Stage Payments for that stage.

1.1.1.2.2. In the event that the Contractor fails to meet all requirements for the BIDM Implementation Contract Stage by the expected completion date of that stage as shown by the Maximum Number of Monthly Payments column in the table in Section 1.1.1.1., the Contractor shall continue to perform all Work related to that stage and shall complete all requirements of that stage, but the Department shall not make any additional payment to the Contractor for that stage. In no event shall the Department make any Monthly Contract Stage payment to the Contractor for a stage that exceeds the Stage Maximum Payment Amount for that stage.

1.1.1.3. Reference Amendment 10-2021: All license fees paid to the Contractor are included in the Monthly Contract Stage Payment Amount described above, in the Release Schedule Management Plan Deliverables Payment Table, or in the Additional Tableau Licenses Table in Exhibit E, Section 1.1.6.1 The following table shows the number of available licenses, but the Department shall not make any additional payment for any licenses shown in this table.

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
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

<b>Item #</b>	<b>License Description</b>	<b>License Basis</b>	<b>Number of Licenses</b>
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	IBM i2 Information Exchange Visualizer IBM i2 Analyst's Notebook	Per Seat	10
15	IBM InfoSphere DataStage Orchestrate	Per Server	1
16	Microsoft SQL Server	Per Server	2
17a	Truven Health Advantage Suite Advantage Suite Ad Hoc Report Writer shall be accessible by up to 150 authorized users.	By Size of Entity, as measured by Total Members	Up to 1,700,000 Members
17b	Truven Health Medical Episodes Grouping (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
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

Item #	License Description	License Basis	Number of Licenses
23b	Dell/Quest TOAD for Oracle Professional Edition	Per User	5
24	DRUGDEX, beginning November 15, 2015 Up to 5 authorized users will have access to DRUGDEX	Per Core	1
25	Micromedex Clinical Knowledge Suite Free Trial, until June 30, 2016	Per Entity	1
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		

**J. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.6.1, is hereby deleted and replaced as follows:**

1.1.6.1. Reference Amendment 10-2021: Additional Tableau Licenses Payment Table

Tableau License Task	Date Due to the Department	Payment Amount to be Invoiced After Delivery
Provide 20 Additional Tableau Desktop Professional Licenses for Department staff use	One (1) calendar week after the execution of Contract Amendment 6	\$30,381.00
Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 1	One (1) calendar week after the execution of Contract Amendment 6	\$8,317.80

Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 2	January 1, 2019	\$8,733.69
Annual Maintenance for 20 Tableau Desktop Professional Licenses - Year 3	January 1, 2020	\$9,170.37
Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 4	January 1, 2021	\$9,628.89
Annual Maintenance for 20 Tableau Desktop Professional Licenses - Year 5	January 1, 2022	\$10,110.33
<b>TOTAL</b>		<b>\$76,342.08</b>

**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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