

**AMENDMENT to
AGREEMENT NO. #C000723
between
NEW YORK STATE DEPARTMENT OF CIVIL SERVICE
and
INTERNATIONAL BUSINESS MACHINES CORPORATION**

This Amendment ("Amendment") to Agreement #C000723 ("Agreement") is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Agency Building 1, Empire State Plaza, Albany, NY, 12239 and International Business Machines Corporation ("IBM" or "Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at 100 Phoenix Drive, Ann Arbor, Michigan 48108. The foregoing are collectively referred to as "the Parties."

WHEREAS, the Department entered into this Agreement to obtain IBM's services and software licenses for a comprehensive, integrated data management system to store, analyze and generate business intelligence for the New York State Health Insurance Program ("NYSHIP"). That system and the associated Project Services are collectively referred to as the Decision Support System ("DSS");

WHEREAS, the DSS is a web-based database program that contains NYSHIP paid claims data that permits the Department to do cost, quality and utilization analysis, but does not permit direct comparisons between individual claims in an automated fashion;

WHEREAS, the Department seeks the ability within the DSS database to undertake direct comparisons of individual claims in an automated fashion as a method to locate possible fraud, waste and abuse in NYSHIP;

WHEREAS, IBM offers its Data Science Connect querying tool ("Data Science Connect"), a computer program that would permit such direct comparisons;

WHEREAS, the Data Science Connect will enable the Department to undertake automated queries to identify duplicate claims and to mine data from all the NYSHIP carriers at one time applying numerous and different criteria to quickly identify patterns of

fraud, waste and abuse thereby minimizing inappropriate costs to NYSHIP;

WHEREAS, Section 2.2, of the Agreement states that the Agreement is subject to amendment(s) only upon consent of the Parties, reduced to writing and approved by the New York State Attorney General's Office and the New York State Office of the State Comptroller; and

WHEREAS, the Parties wish to amend this Agreement to add the following additional consulting services and software licenses.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby amend the Agreement as follows:

1. IBM will provide access to the Data Science Connect for nine (9) specified Department users, ("Data Science Connect Users"). IBM shall provide the Data Science Connect Users with a "Getting Started Guide" which will show Data Science Connect Users how to connect Python, a free open-source programming language application and its associated packages, on their computers to the DSS. The Data Science Connect Users are responsible for installing Python as a native application on their own personal computers which will leverage Data Science Connect as the gateway to log into the DSS. IBM will also provide technical support through Product Support should the Data Science Connect Users have any access issues.

License Fees: The Department shall reimburse IBM for the Data Science Connect User licenses at a rate of \$2,250.00 per month for the remaining months of the Agreement.

2. Additional Consulting Support Services

IBM will provide the Department with a Data Science Connect Python coding expert to support and train the Data Science Connect Users in using the Python coding language with Data Science Connect. The Python coding expert shall be experienced using Data Science Connect and have at least five (5) years' experience using the Python coding language. In addition, IBM will also provide a data scientist resource with subject matter expertise in payment integrity (PI) consulting, algorithm development, and Python.

For the first 12 months of this Amendment, these resources shall be available for up to 80 hours per month (half-time) to the Department.

For the remaining months of the Agreement, these resources will be available up to 20 hours per month. The Parties agree that the Consulting Services Support hours for September 2024 must be used prior to termination of the Agreement on September 12, 2024.

The Parties agree that the Additional Consulting Services hours cannot rollover from month-to-month.

Additional Consulting Services Fees: IBM will invoice the Department \$15,600.00 per month for the first 12 months of this Amendment and \$4,300.00 per month for remaining months of the Agreement.

3. IBM hereby grants the Department a non-exclusive, non-transferable, revocable license to copy, display, perform, modify, and distribute the following six (6) IBM developed payment integrity query algorithms that the resource will execute for DCS to identify possible audit recoveries:

- 1) Evaluation & Management Upcoding,
- 2) Controlled Substances without a Visit,
- 3) Excessive Diagnostics,
- 4) Beneficiary Not Eligible During Service Period,
- 5) Hard Duplicates, and
- 6) Multiple New Patient Exams.

The Parties agree that the query algorithms are not included as part of the license fees alone for Data Science Connect. Further, the Parties agree that the payment integrity algorithms shall be considered "Existing Product(s)" as defined under Contract C000723, and all right, title, and interest in the payment integrity algorithms shall remain with IBM.

4. Except as expressly amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect.

5. This Amendment shall be deemed effective upon approval by the NYS Attorney General's Office and the NYS Office of the State Comptroller.

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IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to Agreement #C000723 to be duly executed on the day and year appearing opposite their respective signatures.

Agency Certification: "In addition to the acceptance of this Amendment to the Agreement, I also certify that original copies of this signature page shall be attached to all other exact copies of this Agreement."

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

Date: 6/4/21

By: 
Name: Rebecca A. Corso
Title: Deputy Commissioner

INTERNATIONAL BUSINESS MACHINES CORPORATION

Date: 5/26/21

By: 
Name: Kevin D. Murphy
Title: Client Executive IBM

STATE OF New York)

) ss:

COUNTY OF Albany)

On the 26th day of May, 2021, before me personally came Kevin D. Murphy, to me known, and known to me to be the person who executed the above instrument, who, being duly sworn by me, did for her/himself depose and say that (s)he is the Client Executive of IBM the corporation or organization described in and which executed the above instrument; and that (s)he signed his/her name thereto.

My commission expires: 4/13/24



NOTARY PUBLIC **KATHERINE A GALLAGHER**
Notary Public, State of New York
Registration No. 01GA64067B1
Qualified in Albany County
Commission Expires April 13, 2024

Approved as to Form:
LETITIA JAMES
ATTORNEY GENERAL

Approved:
THOMAS P. DINAPOLI
COMPTROLLER

By: _____
Date: _____

By: _____
Date: _____

APPROVED
DEPT. OF AUDIT & CONTROL

Jun 22 2021
Melissa Taub

FOR THE STATE COMPTROLLER