

STATE OF COLORADO CONTRACT MODIFICATION
CONTRACT AMENDMENT #1

State Agency	Contract Performance Beginning Date	
Department of Health Care Policy and Financing	July 30, 2024	
Contractor	Current Contract Expiration Date	
AssureCare, LLC	June 30, 2029	
Original Contract Number	Current Contract Maximum Amount	
25-184608	Initial Term	
Amendment Contract Number	State Fiscal Year 2025	\$12,121,220.00
25-184608A1	State Fiscal Year 2026	\$11,933,968.00
	State Fiscal Year 2027	\$10,663,980.00
	State Fiscal Year 2028	\$10,256,417.81
	State Fiscal Year 2029	\$12,200,100.60
	Extension Term	
	State Fiscal Year 2030	\$12,442,748.21
	State Fiscal Year 2031	\$12,792,862.88
	State Fiscal Year 2032	\$13,297,299.41
	Extension Term	
	State Fiscal Year 2033	\$13,569,559.29
	State Fiscal Year 2034	\$1,745,156.25
	Total for all State Fiscal Years	\$111,023,312.45

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.

CONTRACTOR

AssureCare, LLC

Signed by:

Yousuf Ahmad

84B9AF52ADCB487...

By: Yousuf Ahmad, President & CEO

Date: 08/06/2025 | 14:13 MDT

STATE OF COLORADO

Jared S. Polis, Governor

Department of Health Care Policy and Financing
Kim Bimestefer, Executive Director

DocuSigned by:

KB

0B6A84797FA8493

Date: 08/09/2025 | 14:38 MDT

STATE CHIEF INFORMATION OFFICER
David Edinger, Chief Information Officer and
Executive Director

DocuSigned by:

Alexis Monts

4235987998F1488...

Date: 08/07/2025 | 12:58 MDT

STATE CONTROLLER

Robert Jaros, CPA, MBA, JD

Department of Health Care Policy and Financing
Jerrod Cotosman, Controller

DocuSigned by:

Jerrod Cotosman

70F09541272B43A...

Date: 08/10/2025 | 17:01 MDT

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

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 modifies the language in Exhibit B, Section 15, extends the dates in Exhibit C, Section 6.1.2, and modifies the Current Contract Maximum Amount based on modifications made to HCPF Initiatives Work, formerly known as ARPA Project.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. 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.
- B. Exhibit B, Section 15 shall be deleted and replaced as follows:

15. HCBS INITIATIVES

- 15.1. Contractor understands certain Scope-Change-Requests (SCR) submitted by the Department may be federally funded through the American Rescue Plan Act (an “HCBS Initiative”). The Department will designate HCBS Initiatives in the title of the SCR upon submittal and the Contractor agrees to invoice and report HCBS Initiatives separately by line item.
- 15.2. Contractor shall complete all HCBS Initiatives on the timeline shown in the table in Section 6.1.2.

- 15.3. Regardless of Section 18, Contractor shall submit invoices to the Department for all HCBS Initiative work no later than October 10, 2025.
- 15.3.1. Contractor shall comply with all other Detailed Invoicing and Payment Procedures set out in Section 18.
- 15.3.2. The Department will pay for Contractor's HCBS Initiative work that the Department accepted based on the terms of the Contract.

C. Exhibit C, Section 6.1 shall be deleted and replaced as follows:

6. MODIFICATION AND ENHANCEMENT WORK

- 6.1. Payments for Modification and Enhancement Work (HCBS Initiatives)
 - 6.1.1. Contractor shall invoice Work on all HCBS Initiatives described in Exhibit B, Section 15 by the hour. All hourly rates shall comply with the applicable rates identified in this Exhibit C, Section 6.2.5.
 - 6.1.2. The total amount invoiced by Contractor for the additional staff and resources to support HCBS Initiatives shall, under no circumstances, exceed the amounts listed in the following table for the subject SFY:

State Fiscal Year	Maximum Funding Available for HCBS Initiatives
SFY24-25	\$2,500,000.00
SFY25-26 (payable from July 1, 2025 – September 30, 2025)	\$2,000,000.00
TOTAL	\$4,500.000.00

Table 19 – MedCompass HCBS Initiatives Funding

- 6.1.3. Contractor shall discount all work performed under the HCBS Initiative work by 10%.

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.