

CONTRACT AMENDMENT #25

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 14-64254
Contractor DXC MS LLC (as amended to Gainwell Technologies LLC)		Amendment Contract Number 14-64254A25
Current Contract Maximum Amount Initial Term		Contract Performance Beginning Date 2/28/2014
State Fiscal Year 2013-14	\$9,201,096.00	Current Contract Expiration Date October 31, 2023
Extension Terms		
State Fiscal Year 2014-15	\$25,491,547.00	
State Fiscal Year 2015-16	\$25,851,971.00	
State Fiscal Year 2016-17	\$24,876,103.97	
State Fiscal Year 2017-18	\$36,497,277.57	
State Fiscal Year 2018-19	\$33,443,308.54	
State Fiscal Year 2019-20	\$40,449,396.09	
State Fiscal Year 2020-21	\$51,942,455.99	
State Fiscal Year 2021-22	\$40,728,009.05	
State Fiscal Year 2022-23	\$32,236,449.80	
State Fiscal Year 2023-24	\$16,570,243.99	
Total for All State Fiscal Years		\$337,287,859.00

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 Gainwell Technologies LLC</p> <p>DocuSigned by: <i>Stephen C. Costalas</i> <small>E6906D4E221049C...</small></p> <p style="text-align: center;">Date: <u>9/29/2021</u></p>	<p style="text-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> <small>0B6A84797FAR493</small></p> <p style="text-align: center;">Date: <u>9/29/2021</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>Greg Tanner</i> <small>BBE0E4C030DC45C</small></p> <p style="text-align: center;">Amendment Effective Date: <u>9/29/2021</u></p>	

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the "Contract") is entered into by and between Gainwell Technologies LLC, 355 Ledgelawn Drive, Conway AR 72034, (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. 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 **§1.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 Contract Expiration Date.

4. PURPOSE

The primary purpose of this Amendment is to acknowledge that DXC MS LLC amended its business name from DXC MS LLC to Gainwell Technologies LLC (“Gainwell”).

5. MODIFICATIONS

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

A. Any references in the Contract to DXC MS LLC shall now refer to Gainwell Technologies LLC, having its principal place of business at 355 LedgeLawn Drive, Conway, Arkansas 72034. All references in the Contract to DXC MS LLC shall be and are amended to refer to Gainwell without further change, and all references in the Contract to Contractor shall be and are understood to be references to Gainwell.

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.