State of Colorado Contract Modification
Contract Amendment #1

State Agency

Department of Health Care Policy and Financing

Contractor

Gainwell Technologies LLC.

Original Contract Number

25-185383

Amendment Contract Number

25-185383A1

Contract Performance Beginning Date

February 20, 2025

Current Contract Expiration Date

June 30, 2030

Current Contract Maximum Amount

Initial Term

State Fiscal Year 2025	$8,819,385.56
State Fiscal Year 2026	$42,092,261.08
State Fiscal Year 2027	$38,584,511.20
State Fiscal Year 2028	$37,625,215.40
State Fiscal Year 2029	$38,541,993.28
State Fiscal Year 2030	$32,906,094.27

Extension Terms

State Fiscal Year 2030	$5,426,881.80
State Fiscal Year 2031	$33,604,421.82
State Fiscal Year 2032	$34,529,821.26
State Fiscal Year 2033	$35,482,364.57
State Fiscal Year 2034	$36,462,903.13
State Fiscal Year 2035	$33,217,152.56
Total for all State Fiscal Years	**$377,293,005.93**

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

Gainwell Technologies, LLC

Mark Knickrehm, Chairman & CEO

Signed by:

Mark Knickrehm

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Date: 01/30/2026 | 20:08 PST

STATE OF COLORADO

Jared S. Polis, Governor

Department of Health Care Policy and Financing

Kim Bimestefer, Executive Director

DocuSigned by:

K Bimestefer

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Date: 02/07/2026 | 13:43 MST

STATE CHIEF INFORMATION OFFICER

David Edinger, Chief Information Officer and Executive Director

DocuSigned by:

Eric Panoushek

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Eric Panoushek   Contracts Supervisor

Date: 02/05/2026 | 12:11 MST

In accordance with §24-30-202, C.R.S., if this Contract is for a Major Information Technology Project, this Contract is not valid until signed and dated below by the Chief Information Officer or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD
Department of Health Care Policy and Financing

Jerrod Cotosman, Controller

DocuSigned by:

Jerrod Cotosman

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Amendment Effective Date:

02/09/2026 | 08:13 MST

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 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 Contract is established for the Contractor to operate and maintain the Department's core Medicaid Management Information System (MMIS), known as the Colorado interChange ("iC" or "System"). The Contractor shall be responsible for the operation and maintenance of iC, as well as providing fiscal agent operational and technical support services to Colorado's Medicaid program. The purpose of this Amendment is to:

   - Add funds and scope to implement and provide Multifactor Authentication services and on-going support.
   - Add language to allow for limited scope, fixed-fee SCRs.
   - Addition of Root Cause Analysis (RCA) requirement.
   - Removed one day response requirement under J 5.40 for Tier II escalations.

- Add language to clarify Operations and Enhancement (O&M) language in Contract.

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. Exhibit B, Statement of Work, section 2.2.8. is deleted in its entirety and replaced with the following:

2.2.8. The Contractor shall apply a continuous security-focused approach to operations and maintenance, adapting to security issues that may arise or changes in State and federal rules and regulations related to system and data security.

D. Exhibit B, Statement of Work, section 5.2.13. is added to the Contract as follows:

5.2.13. Multifactor Authentication (SCR43241)

5.2.13.1. Contractor shall implement a federated Identity Management Multi-Factor Authentication (MFA) solution for Gainwell applications utilizing Gainwell Identity Broker integration services and Ping Identity and Access Management.

5.2.13.2. Contractor shall develop a multi-layered solution, with Ping ID being the external facing application that will authenticate Gainwell service application users using Gainwell's Identity Broker—which Contractor shall integrate with the Department's current authentication application to create a less complicated single sign-on for Gainwell service application users.

5.2.13.3. This list of services and associated tasks are needed to implement and support of the MFA project includes the following. Contractor shall repeat this list of activities as new service applications are added and mutually agreed to by the parties.

- Perform Requirements gathering

- Development and implementation

- Perform Testing

- Oversee UAT Testing

- Operational Readiness

- Release Management

- User Training

- Production Implementation

- Create Artifacts

5.2.13.4.   Phase 1 Scope: Discovery & Implementation for Internal Users

5.2.13.4.1.   Including all environments that have Department users specifically including the following applications: rLink, ALM, PPM, OnBase (EDMS) and SharePoint for Phase I.

5.2.13.4.2.   Population in scope is limited to Department users of Phase I service applications, approximately 30,000 users. The outcome of Phase 1 is to establish MFA for Department users and COXIX CO Gainwell employees as well as create a Gainwell landing page for Single Sign On (SSO) access to existing service applications.

5.2.13.5.   Phase 2 Scope: Discovery & Implementation for External Users

5.2.13.5.1.   The target population includes Department users; External users of all existing service applications will be enabled and accessible through a landing page ("User Portal").

5.2.13.5.2.   Department users and External users will complete MFA in order to access the User Portal and utilize Gainwell service applications.

5.2.13.5.3.   Users that are provisioned for Gainwell service applications shall be able to identify a "Gainwell" option within the User Portal.

5.2.13.5.4.   Selection of the Gainwell option in the User Portal shall initiate authorization (SAML/OIDC exchange) to the Gainwell Identity Broker. Once authorization is confirmed, the user shall be able to select from the Gainwell service applications that they are provisioned for.

5.2.13.5.5.   All COXIX Gainwell users shall complete MFA to access Gainwell service applications and third-party applications for which Gainwell provides SSO support, e.g., Med Compass.

5.2.13.5.6.   The Department shall have a user testing period available.

5.2.13.5.7.   Appropriate training options for Department and External users shall be provided by Contractor.

5.2.13.6.   Contractor shall produce the above deliverables to complete the installation of the Multifactor Authentication.

5.2.13.6.1.   DELIVERABLE: All implementation services completed for MFA functionality, Identity Broker, and Ping Services.

5.2.13.6.2.   DUE: In accordance with the Project Schedule.

E. Exhibit C, Section 1.7.1., Table 12 — License Table, is hereby amended to add the following software in support of Multi-Factor Authentication (MFA). The license prices provided below are for informational purposes only and any costs for licenses to implement and provide MFA are included in the MFA fees under Exhibit C.

Vendor	Application	Product Use	Number of Licenses	Price Per License	Total Price for all Licenses	Notes
Ping	Ping ID Broker	MFA Software	30,000	--	--	

F. Exhibit C, Rates, Section 5.4., Table 39 — Hourly Rates for All Modules, is deleted in its entirety and replaced with the following:

SFY	Configuration	Business Analyst	Customization /Architect	Project Manager
SFY25	$138.05	$137.85	$149.52	$166.04
SFY26	$141.06	$140.86	$152.78	$169.66
SFY27	$144.14	$143.94	$156.12	$173.36
SFY28	$147.29	$147.08	$159.53	$177.14
SFY29	$150.51	$150.29	$163.01	$181.01
SFY30	$153.80	$153.57	$166.57	$184.96
SFY31	$157.16	$156.92	$170.21	$189.00
SFY32	$160.59	$160.35	$173.93	$193.13
SFY33	$164.10	$163.85	$177.73	$197.35
SFY34	$167.68	$167.43	$181.61	$201.66

Table 39 – Hourly Rates for All Modules

G. Exhibit C, Rates, Section 5.5. titled "Fixed-Fee SCRs", is added to the Contract as follows:

5.5. Fixed-Fee SCRs.

5.5.1. Upon request or advance approval by the Department, the Contractor may provide fixed-price estimates based on the current approved hourly rates for certain smaller scope or deliverable-based SCRs or those services provided by third-party subcontractors in the commercial market on a fixed-fee basis only ("Fixed-Fee SCR"). The scope and deliverables under a Fixed-Fee SCR must be clearly defined and the Contractor's final estimate or rough-order of magnitude (ROM) provided to the Department will be deemed a formal offer and binding once the resultant Fixed-Fee SCR is approved and

accepted by the Department. Any subsequent changes to scope or fees to Fixed-Fee SCR shall follow the change management process.

5.5.2. Following the Department's acceptance of a Fixed-Fee SCR deliverable, the Department agrees to pay the one-time fee set forth in the Fixed-Fee SCR. Contractor shall invoice each Fixed-Fee SCRs as a separate line item on Contractor's invoices for Enhancement Funds. A Fixed-Fee SCR may not exceed the fixed-fee quoted by Contractor and shall be deducted from Maximum Enhancement Funds for the applicable SFY. Unless authorized in advance by the Department, no Enhancement staff hours may be used or invoiced in addition to the Fixed-Fee SCR.

H. Exhibit C, Rates, Section 8. is added to the Contract as follows:

8. Multi-Factor Authentication (MFA).

8.1. MFA License:

8.1.1. The MFA license costs include Colorado Provider portal and Care and Case Management (CCM) users that need access to MFA through Contractor's MFA broker. The license fee supports 30,000 external users and will be effective upon the first user provisioning within production-like environments, which includes Pre-Production and User Acceptance Testing (UAT) environments.

8.1.2. If the decision is made to stop MFA and/or Managed Services before the 10-year contract period, there will not be a penalty. The Department will be charged for the services as long as services are provided and will no longer be charged if they are discontinued.

8.1.3. Table 12 under Exhibit C, Section 1.7.1 "Licenses", is hereby amended to add the following software in support of Multi-Factor Authentication (MFA) provided under Section 8 of Exhibit C. The license prices provided below are for informational purposes only and any costs for licenses to implement and provide MFA are included in the MFA fees under Exhibit C.

8.2. MFA Implementation and O&M.

8.2.1. "Managed Services" shall be a fixed rate that includes maintenance type activities needed to keep the system running. These types of activities shall include minor upgrades, patches, setting and configuration updates, audit and compliance reporting, 24/7 support, and incident response performed by a Department approved subcontractor of the Contractor.

8.2.2. Common changes such as risk or access policy updates shall be included under Managed Services; however, excessive updates made at one time shall go through the service change request (SCR) process. Extensive changes to reports, or changes that require design and development work by an architect, shall also be considered billable through the SCR process.

8.2.3. Simple changes typically covered under the definition of Managed Services shall be included in the base fee. However, changes to reports and/or development work requiring architects, developers, testers, etc., (including instances where a significant number of simple changes are required concurrently and instances that require additional staff beyond the normal

run) shall be considered a change request and shall go through the SCR process.

8.3. **Fixed Fee Implementation for Multifactor Authentication**. The Department shall pay Contractor a fixed monthly payment for implementation of the MFA solution, identified in Table 44 below, for the term in months approved and accepted by the Department below.

MULTIFACTOR AUTHENTICATION FIXED FEE COSTS				
	Term* (months)	Monthly		Total for SFY
SFY26	6	$122,663	$735,978	$735,978
SFY27	4	$122,663	$490,652	$1,016,722
	5	$105,214	$526,070	
				$1,752,700

Based on anticipated Amendment Effective Date in Jan. 2026.

Table 24 – MFA Monthly Fee Implementation Payments

8.4. **O&M Fees for Multifactor Authentication.**

8.4.1. The Department will pay Contractor a monthly fixed fee for services to support Multifactor Authentication (MFA) and delivering all Plans, Documents, Deliverables or Work Components in compliance and providing Licenses and O&M Services for MFA as described in this Contract. Contractor shall provide and report costs incurred for MFA in the Monthly Contract Management Report (DEL CM 1.2) as outlined in Exhibit B - Statement of Work (SOW) prior to invoicing for the month. Upon the Department's approval of the Monthly Contract Management Report (DEL CM 1.2), the Department will issue the payment for the MFA O&M Fees described in this Section.

8.4.2. No additional amounts shall be added by either Party to this Monthly Fee, whether such amounts are license fees, subscription fees, hosting fees, operational fees, maintenance fees, or labor costs, or any other type of fee, compensation, or amount. This section does not prevent the Parties from amending this requirement at a future time.

SFY	Term (months)	Subscription*	Managed Services	Total Monthly Fees	Total for SFY
INITIAL					
SFY26	6	$18,497.00	$14,918.00	$33,415.00	$200,490.00
SFY27	12	$18,497.00	$15,228.00	$33,725.00	$404,700.00
SFY28	12	$18,497.00	$15,608.00	$34,105.00	$409,260.00
SFY29	12	$18,497.00	$15,999.00	$34,496.00	$413,952.00
SFY30	10	$18,497.00	$16,399.00	$34,896.00	$348,960.00
EXTENSION					
SFY30	2	$18,497.00	$16,399.00	$34,896.00	$69,792.00

SFY31	12	$18,497.00	$16,809.00	$35,306.00	$423,672.00
SFY32	12	$18,497.00	$17,229.00	$35,726.00	$428,712.00
SFY33	12	$18,497.00	$17,659.00	$36,156.00	$433,872.00
SFY34	12	$18,497.00	$18,101.00	$36,598.00	$439,176.00
SFY35	10	$18,497.00	$18,553.00	$37,050.00	$370,500.00
				TOTAL FOR ALL SFY	$3,943,086.00

* - SFY26 - Ping License/Managed Services are for 6 months from Jan 2026-Jun 2026

Table 35 –MFA O&M Payments

I. Exhibit J, MMIS REQUIREMENTS AND SLAS, is amended to add the following to the Exhibit J cover page:

ROOT CAUSE ANALYSIS (RCA). If Contractor fails to meet any service level associated with a QMP set forth in this Exhibit during any applicable measurement period. Contractor shall deliver to the Department an initial report detailing the reason(s) for such failure within 5 business days following the failure.

J. Exhibit J, J.5, SLA Base Core, line item J5.40, is deleted in its entirety and replaced with the following:

Number	QMP (Y/N)	FINAL Requirement
J5.40	Y	The Contractor shall resolve the Tier II inquiry for services delivered by Gainwell within three business days 90% of the time measured monthly as defined in the Contractor's Inquiry Escalation Plan.

K. Exhibit D, Terminology, section 1.1.64. is deleted in its entirety and replaced with the following:

1.1.64. Enhancement — Incremental improvements to existing processes and/or system components that are completed as part of the Operations and Maintenance (O&M) phase of the contract.

L. Exhibit D, Terminology, section 1.1.118. is deleted in its entirety and replaced with the following:

1.1.118. Operations and Maintenance (O&M) Phase — The phase when the product or service, resulting from the Project, starts to be used in operations mode.

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.