

CONTRACT AMENDMENT #27

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing		Original Contract Number 14-64254
Contractor Gainwell Technologies LLC		Amendment Contract Number 14-64254A27
Current Contract Maximum Amount Initial Term		Contract Performance Beginning Date 2/28/2014
State Fiscal Year 2013-14	\$9,201,096.00	
Extension Terms		Current Contract Expiration Date October 31, 2023
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	\$46,938,303.99	
State Fiscal Year 2021-22	\$48,235,009.05	
State Fiscal Year 2022-23	\$36,661,454.80	
State Fiscal Year 2023-24	\$20,975,248.99	
Total for All State Fiscal Years	\$348,620,717.00	

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 Sas Mukherjee, Chief Financial Officer</p> <p>DocuSigned by: <i>Sas Mukherjee</i> 3E51FE8F0BF7451</p> <p style="text-align: center;">6/9/2022 Date: _____</p>	<p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor</p> <p>DocuSigned by: Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p><i>Kim Bimestefer</i> 0B6A84797EA8493</p> <p style="text-align: center;">6/9/2022 Date: _____</p>
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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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:
Jerrold Cotosman
76F69541272B43A

6/10/2022
Amendment Effective Date: _____

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 **§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 Contract Expiration Date.

4. PURPOSE

The primary purpose of this Amendment is to:

- Add a requirement regarding non-solicitation of Department employees
- Add Contractor resources to enhance the system to implement the family planning benefit plan for eligible individuals regardless of their citizenship or immigration status.
- Add funding for configuration changes for the family planning benefit plan for eligible individuals regardless of their citizenship or immigration status during the operations phase.
- Add Contractor resources to enhance the system for projects identified by the Department to be funded through the American Rescue Plan Act (ARPA) The Contractor must track and invoice any work related to ARPA funds separately.

5. MODIFICATIONS

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

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 2013-14	\$9,201,096.00
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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	\$46,938,303.99
State Fiscal Year 2021-22	\$48,235,009.05
State Fiscal Year 2022-23	\$36,661,445.80
State Fiscal Year 2023-24	\$20,975,248.99
Total for All State Fiscal Years:	\$348,620,717.00
<i>Funding Changes in Contract Amendment 27</i>	
Family Planning Services for Undocumented Coloradans	
<ul style="list-style-type: none"> ● Added \$215,000 to SFY 2021-2022 for implementing the Family Planning Services for Undocumented Coloradans benefit plan. ● Added \$20,000 to SFY 2022-2023 for implementing the Family Planning Services for Undocumented Coloradans benefit plan. ● Added \$5,005 to SFY 2022-2023 for maintenance and operations of the Family Planning Services for Undocumented Coloradans benefit plan. ● Added \$5,005 to SFY 2023-2024 for maintenance and operations of the Family Planning Services for Undocumented Coloradans benefit plan. 	
ARPA Funding	
<ul style="list-style-type: none"> ● Added \$5,000,000 to SFY 2021-2022 for work related to ARPA funding ● Added \$4,400,000 to SFY 2022-2023 for work related to ARPA funding ● Added \$4,400,000 to SFY 2023-2024 for work related to ARPA funding 	

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.

The Contractor shall work collaboratively with the Department throughout the activities of this amendment. The Contractor shall discuss issues, timelines, and prioritization of tasks with the Department and shall obtain the Department's approval on issue resolution or any changes. The Contractor shall discuss any changes to tasks or decisions that had already received approval and shall obtain the Department's approval on any changes.

- B.** Reference Amendment 27-2022: The following requirement is added to Section 4, Contract Personnel of the Contract, as subsection 4.7:

4.7 Non-Solicitation of Department Employees

4.7.1 The Parties shall not recruit any employee of the other Party for employment during the term of, and solely related to, this Contract, except that either Party may accept applications from employees that are submitted independently by the employee.

4.7.2 Contractor acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Contractor further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Contract. If Contractor enters into a contractual or employment relationship with any State employee pursuant to the exception in Section 4.7.1 above, that relates directly to this contract or that creates a conflict with Section 24-18-105, C.R.S., Contractor shall provide a written disclosure to the Department no later than ten days following entry into such relationship. Failure to timely submit a disclosure statement pursuant to this provision, or as required under Colorado law, shall constitute a Breach of Contract. In such event, Contractor may also be subject to such penalties as are allowed by law.

- C. EXHIBIT C, REQUIREMENTS, Sections 98 is hereby added as follows:**

98. Family Planning Services for Undocumented Coloradans

98.1 Reference Amendment 27-2022: The Contractor shall modify and enhance the Colorado MMIS (i.e., the interChange) to create a Family Planning Benefit Plan for Eligible Undocumented Coloradans. The Contractor shall not exceed \$245,010 for this Work and shall invoice the Department on a monthly basis according to the rates set forth in Exhibit E. The Contractor shall complete the following for the project:

98.1.1 The MMIS shall be configured to:

98.1.1.1 Modify the MMIS to accept a new member type from Colorado's eligibility system

98.1.1.2 Modify the MMIS to process medical claims based on the program rules

98.1.1.3 Modify the MMIS to establish new fund codes to appropriately allocate payments specific to the new plan

98.1.1.4 Modify the MMIS to exclude services in the drug rebate extract that do not receive a federal match

98.1.1.5 Other configurations as specified by the Department

98.1.2 The above-mentioned configurations shall be completed by the date as mutually agreed upon through the project change control process.

Pricing**Family Planning Services for Undocumented Coloradans**

Reference 27-2022: The scope of this work will be based on an hourly rate not to exceed \$245,010. The Contractor shall report the hours worked to complete this scope of work separately to ensure funds disbursed are appropriately.

ARPA Funding

Reference 27-2022: The scope of this work will be based on an hourly rate not to exceed the following per fiscal year:

State Fiscal Year	Amount
SFY 2021-2022	\$5,000,000
SFY 2022-2023	\$4,400,000
SFY 2023-2024	\$4,400,000

The Contractor shall report the hours worked to complete this scope of work separately to ensure funds disbursed are appropriately.

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.