

CONTRACT AMENDMENT #28

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 14-64254A28 |
| Current Contract Maximum Amount | | Contract Performance Beginning Date 2/28/2014 |
| Initial Term | | |
| 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 | \$46,938,303.99 | |
| State Fiscal Year 2021-22 | \$48,235,009.05 | |
| State Fiscal Year 2022-23 | \$52,460,536.80 | |
| State Fiscal Year 2023-24 | \$20,975,248.99 | |
| Total for All State Fiscal Years | | \$364,419,799.00 |

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>Paul Saleh</i></p> <p>C5B903FEA402401... Date: 7/22/2022</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 <i>Kim Bimestefer</i></p> <p>0B6A84797EA8493... Date: 7/24/2022</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 Jaros, CPA, MBA, JD</p> <p>DocuSigned by: <i>Jerrold Cotosman</i></p> <p>76F69541272B43A... Amendment Effective Date: 7/25/2022</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 **§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:

- Amend the requirements concerning Care and Case Management (CCM) services to be provided by Contractor.
- Include option service hours, to be used at the Department’s discretion, to implement future enhancements to the CCM tool.
- Adding \$5,004,152 that was deducted from State Fiscal Year 2020-21 via Amendment 26 to State Fiscal Year 2022-23.
- Adding additional funding to SFY 2022-23 in the amount of \$10,794,930 for enhancement hours.
- Correct a scrivner’s error in Amendment #27.

5. MODIFICATIONS

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

A. Section 7, PAYMENTS TO CONTRACTOR, subsection A., Maximum Amount, is hereby deleted in its entirety and replaced with the following:

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 |
| 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 | \$52,460,536.80 |
| State Fiscal Year 2023-24 | \$20,975,248.99 |
| Total for All State Fiscal Years: | \$364,419,799.00 |
| <i>Funding Changes in Contract Amendment 28</i> | |
| Care and Case Management | |
| <ul style="list-style-type: none"> • Adding \$5,004,152 that was deducted from State Fiscal Year 2020-21 via Amendment 26 to State Fiscal Year 2022-23. | |
| Enhancement Staff | |
| <ul style="list-style-type: none"> • Added \$10,794,930.00 to State Fiscal Year 2022-23 for Enhancement Staff. | |

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. Exhibit C, Requirements, Section 74.38 (introductory paragraph only) is hereby deleted in its entirety and replaced as follows:

74.38. Reference Amendment 28-2022: With the exception of Section 74.38.22, et seq., the Contractor shall configure, customize and deliver the Care and Case Management Tool (CCM Tool) in accordance with all Section 74 requirements, no later than October 17, 2022¹, or such date as updated and mutually agreed upon through the project change control process. The CCM Tool shall have all of the following functionality:

C. Exhibit C, Requirements, Section 74.38.1.17 is hereby deleted in its entirety and replaced as follows:

74.38.1.17. Reference Amendment 28-2022: Contractor shall, at no additional cost to the Department, provide the Department with 1,313 new enhancement hours to be used for future changes to the Care and Case Management tool. It shall be within the Department's sole discretion how these new enhancement hours will be utilized.

D. Exhibit C, Requirements, Section 74.38.7.10.8 is hereby deleted in its entirety.

E. Exhibit C, Requirements, Sections 74.38.15 through Section 74.38.15.5 are hereby deleted in their entirety.

F. Exhibit C, Requirements, Section 74.38.16.7 is hereby deleted in its entirety.

G. Exhibit C, Requirements, Section 74.38.18.8 is hereby deleted in its entirety.

H. Exhibit C, Requirements, Section 74.38.21 through Subsection 74.38.21.1.18 is hereby deleted in their entirety and replaced as follows:

74.38.21. Reference Amendment 28-2022: Technical Framework Hypothetical (TFH)

74.38.21.1.1. Reference Amendment 28-2022: Contractor shall work cooperatively with the Department's Resource Allocation (RA) Contractor, Optumas, hereby referred to as the RA Contractor, who is developing the resource allocation methodology that includes, but is not limited to, algorithms based on the assessment, support plan, and demographic items in the CCM Tool.

74.38.21.1.2. Reference Amendment 28-2022: Contractor shall review and become familiar with the RA Contractor's scope of work to understand the business need for the resource allocation methodology.

¹ As specified in Section 74.38.22.1.18, all Resource Allocation services shall be complete by July 1, 2023.

- 74.38.21.1.3. Reference Amendment 28-2022: Contractor shall use the data fields (e.g., questions, responses, etc.) identified and provided by the RA Contractor in the algorithms and decision criteria.
- 74.38.21.1.4. Reference Amendment 28-2022: Contractor shall assign weighted scores to each data field (e.g., questions, responses, etc.) or grouping of data fields from the assessment, support plan, and demographic items as specified by the RA Contractor.
- 74.38.21.1.5. Reference Amendment 28-2022: Contractor shall identify the specified items that auto-calculate the total score for specified sections from the assessment, support plan, and demographic items involved in the resource allocation algorithms and decision criteria provided by the RA Contractor.
- 74.38.21.1.6. Reference Amendment 28-2022: Contractor shall ensure that the amounts for the individual budgets should be linked to risk scores that will be provided by the RA Contractor and that are derived from the weighted total scores of each section of the assessment, support plan and demographic involved in the resource allocation methodology and associated decision criteria.
- 74.38.21.1.7. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool provides the ability for a new individual budget to be created (calculated) with the completion of an assessment.
- 74.38.21.1.8. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool provides the ability that historical budgets must be maintained within the CCM Tool.
- 74.38.21.1.9. Reference Amendment 28-2022: Contractor shall ensure that assessment, support plan, and demographic items used to calculate the resource allocation algorithms and decision criteria shall auto-populate data in the corresponding templates / letters until the Resource Allocation algorithms are developed. The Department requires the TFH data shall auto populate in the CCM Tool and access shall be restricted based on security roles (Department staff only for this phase).
- 74.38.21.1.10. Reference Amendment 28-2022: Contractor shall ensure that the system track changes to the algorithms and decision criteria and any history of updates made to the algorithms, including effective dates and end dates for each iteration of the Resource Allocation algorithms and associated decision criteria.
- 74.38.21.1.10.1. Reference Amendment 28-2022: Contractor shall ensure that historical algorithms and decision criteria are maintained within the CCM Tool.
- 74.38.21.1.10.2. Reference Amendment 28-2022: Contractor shall ensure that version control and accessibility to previous versions throughout the CCM Tool.

- 74.38.21.1.11. Reference Amendment 28-2022: Contractor shall ensure that the Technical Framework Hypothetical solution maximizes configurability where possible and can be easily maintained. The contractor shall continue iterative development to the Technical Framework Hypothetical algorithm throughout the project's lifecycle to build the Resource Allocation algorithms. The number of updates shall not exceed five (5) iterations, excluding modifications needed in the event of failed test cases.
- 74.38.21.1.12. Reference Amendment 28-2022: DELIVERABLE: Complete the development of the Technical Framework Hypothetical functionality
- 74.38.21.1.13. Reference Amendment 28-2022: DUE: According to the Department approved project schedule for the CCM Tool

I. Exhibit C, Requirements, Section 74.38.22 is hereby deleted in its entirety and replaced as follows:

74.38.22. Reference Amendment 28-2021: Resource Allocation

- 74.38.22.1. Reference Amendment 28-2022: The Resource Allocation Methodology will be used for all members being assessed for Home and Community Based Waiver (HCBS) Programs. The development of algorithms and decision criteria will act as a fiscal cap for the amount of support recommended based on the member's assessed need, support plan, and demographic items. Components of the assessment, support plan, and demographic items will be assigned differentiated significance (e.g., weights) to inform a scoring system that will drive individual budgets for members. It is the expectation that the individual budget could change with the completion of an assessment. The Resource Allocation Methodology will be comparable to the algorithms currently used for the Support Levels and SPALs as determined by the Supports Intensity Scale (SIS) assessment or the algorithms for the Nursing Home Resource Utilization Groups (RUGs).

Contractor shall automate the Resource Allocation Methodology to support the creation of individual budgets for HCBS members to include, but not be limited to, the following:

- 74.38.22.1.1. Reference Amendment 28-2022: Contractor shall Work cooperatively with the Department's Resource Allocation (RA) Contractor, Optumas, hereby referred to as the RA Contractor, who is developing the resource allocation methodology that includes, but is not limited to, algorithms based on the assessment, support plan, and demographic items in the CCM Tool.
- 74.38.22.1.2. Reference Amendment 28-2022: Contractor shall review and become familiar with the RA Contractor's scope of work to understand the business need for the resource allocation methodology.

- 74.38.22.1.3. Reference Amendment 28-2022: Contractor shall use the data fields (e.g., questions, responses, etc.) identified and provided by the RA Contractor in the algorithms and decision criteria.
- 74.38.22.1.4. Reference Amendment 28-2022: Contractor shall assign weighted scores to each data field (e.g., questions, responses, etc.) or grouping of data fields from the assessment, support plan, and demographic items as specified by the RA Contractor.
- 74.38.22.1.5. Reference Amendment 28-2022: Contractor shall identify the specified items that auto-calculate the total score for specified sections from the assessment, support plan, and demographic items involved in the resource allocation algorithms and decision criteria provided by the RA Contractor.
- 74.38.22.1.6. Reference Amendment 28-2022: Contractor shall ensure that the amounts for the individual budgets should be linked to risk scores that will be provided by the RA Contractor and that are derived from the weighted total scores of each section of the assessment, support plan and demographic involved in the resource allocation methodology and associated decision criteria.
- 74.38.22.1.7. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool provides the ability for a new individual budget to be created (calculated) with the completion of an assessment.
- 74.38.22.1.8. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool provides the ability that historical budgets must be maintained within the CCM Tool.
- 74.38.22.1.9. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool has the functionality to incorporate a resource allocation algorithm, provided by the RA Contractor, and may also include but not be limited to the functionality and features of cost containment, In-Home Support Services (IHSS) plan calculator, SPALs, the CDASS Task Worksheet, support levels, and the CDASS Monthly Allocation Worksheet.
- 74.38.22.1.10. Reference Amendment 28-2022: Contractor shall ensure that the Department will have the ability to identify which services are excluded and not included in the total individualized budget amount. The total amount of services in the Support Plan shall not exceed the total of the individualized budget plus the total cost of the excluded services.
- 74.38.22.1.11. Reference Amendment 28-2022: Contractor shall ensure that that the CCM Tool has the capability to base total Resource Allocation amounts on appropriated amounts approved by the General Assembly. Should there be upward or downward adjustments to either individual services or entire allocations, the CCM Tool must be able to prorate the total amounts on a per

diem/daily basis that reflects the allowable allocation amount across an individual member's certification period. The need to make adjustments to allocations will be based on the address of the member, or the location of where the service was provided. Total allocations are only prorated based on either member relocation or reductions or increases to total available funds.

- 74.38.22.1.12. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool allows for the ability to include correspondence templates/letters in plain language (provided by the RA Contractor), which includes an explanation of the results of the resource allocation methodology including, but not limited to, risk score and support level or an equivalent to support level and include an explanation of the process to request an exception to assigned individual budget.
- 74.38.22.1.12.1. Reference Amendment 28-2022: Contractor shall ensure that assessment, support plan, and demographic items used to calculate the resource allocation algorithms and decision criteria shall auto-populate data in the corresponding templates / letters.
- 74.38.22.1.13. Reference Amendment 28-2022: Contractor shall ensure that the Department has the ability to update the algorithms and decision criteria as the program needs change.
- 74.38.22.1.14. Reference Amendment 28-2022: Contractor shall ensure that the system track changes to the algorithms and decision criteria and any history of updates made to the algorithms, including effective dates and end dates for each iteration of the Resource Allocation algorithms and associated decision criteria.
- 74.38.22.1.14.1. Reference Amendment 28-2022: Contractor shall ensure that historical algorithms and decision criteria must be maintained within the CCM Tool.
- 74.38.22.1.14.2. Reference Amendment 28-2022: Contractor shall ensure that version control and accessibility to previous versions throughout the CCM Tool.
- 74.38.22.1.15. Reference Amendment 28-2022: Contractor shall ensure that the CCM Tool allows a user, based on role permissions, to assign budgets that exceed Individual budget caps when the member has been approved for a higher budget amount based on exceptions criteria that will be provided by the RA Contractor to include, but not be limited to, the following:
 - 74.38.22.1.15.1. Reference Amendment 28-2022: Contractor shall allow the CCM Tool the ability for users to capture criteria that would allow for exceptions to the individual budget amount and request an exception.

- 74.38.22.1.15.2. Reference Amendment 28-2022: Create an automated workflow in the CCM Tool to support the processing of requests for exceptions to include, but not be limited to:
 - 74.38.22.1.15.2.1. Reference Amendment 28-2022: The CCM Tool shall allow the case managers to submit the request including the option to attach/upload supporting documentation for review at an agency level and Department-level based on security roles as defined by the Department.
 - 74.38.22.1.15.2.2. Reference Amendment 28-2022: The CCM Tool shall allow Case Management Agency administrators ability to review and determine exception submissions and submit to the Department for review if appropriate.
 - 74.38.22.1.15.2.3. Reference Amendment 28-2022: The CCM Tool shall allow the ability for the Department to approve or deny requests for an exception.
 - 74.38.22.1.15.2.4. Reference Amendment 28-2022: The CCM Tool shall maintain historical information of exception requests including, but not limited to, status, approvals/denials, user that initiated request, dates, time stamping, etc.
 - 74.38.22.1.15.2.5. Reference Amendment 28-2022: The CCM Tool shall ensure that the approved exceptions capture the start and end dates.
 - 74.38.22.1.15.2.6. Reference Amendment 28-2022: The CCM Tool shall allow the ability for the system to inform the member of the outcome of the exception review of the request, including electronically.
 - 74.38.22.1.15.2.7. Reference Amendment 28-2022: The CCM Tool shall allow the alert at a minimum include that the exception was approved or denied, and if approved, the start and end date for the exception. The content will be provided by the Department.
 - 74.38.22.1.15.2.8. Reference Amendment 28-2022: The CCM Tool shall allow a system alert to be generated to the case manager notifying the case manager to update the support plan if an exception is approved.
 - 74.38.22.1.15.2.9. Reference Amendment 28-2022: The CCM Tool shall allow a system alert to be generated to the case manager when the end date for an exception is nearing.
- 74.38.22.1.16. Reference Amendment 28-2022: Contractor shall update the resource allocation methodology, as it's amended by the Department or RA Contractor, within a mutually agreed upon timeframe. The Department requires the ability to update the CCM Tool to include, but not be limited to, assessment, support plan, and demographic items, or any part of the

CCM Tool, to accommodate the resource allocation algorithms and decision criteria.

- 74.38.22.1.17. Reference Amendment 28-2022: DELIVERABLE: Complete the development of the Resource Allocation functionality
- 74.38.22.1.18. Reference Amendment 28-2022: DUE: According to the Department approved project schedule for the CCM Tool
- 74.38.22.1.19. Reference Amendment 28-2022: DELIVERABLE: Production Implementation of the Resource Allocation functionality
- 74.38.22.1.20. Reference Amendment 28-2022: DUE: No later than July 1, 2023

J. Exhibit C, Requirements, Section 74.38.34 is hereby add as follows:

74.38.34 Reference Amendment 28-2022: CCM Tool Licenses

- 74.38.34.1 Reference Amendment 28-2022: The Contractor shall provide 2,000 named user licenses to the Department for the Care and Case Management System for utilization post Go-Live and provisioned during operational readiness. The Contractor shall receive payment for the CCM Tool Licenses according to the amounts in Exhibit E, Compensation and Quality Maintenance Payments, Section 1.1.15, Care and Case Management System.
- 74.38.34.2 Reference Amendment 28-2022: The Contractor shall renew the CCM Tool Licenses annually according to the following terms:
 - 74.38.34.2.1. Reference Amendment 28-2022: CCM Tool License SFY 22-23: 7/1/22 – 6/30/23.
 - 74.38.34.2.2. Reference Amendment 28-2022: CCM Tool License SFY 23-24: 7/1/23 – 06/30/24.

K. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.15 through Section 1.1.15.4.4. are hereby deleted in their entirety and replaced as follows:

- 1.1.15 Reference Amendment 28-2022: Timeliness and Quality Performance Standards
 - 1.1.15.1 Reference Amendment 28-2022: Contractor shall complete each deliverable as outlined in Section 74, Case Management Tool, subsection 74.38, according to each deliverable standard set forth in such subsection, and specified in the DED, section 74.38.2.4.
 - 1.1.15.2 Reference Amendment 28-2022: Project Payment Deliverables

- 1.1.15.2.1 Reference Amendment 28-2022: The Department shall compensate Contractor for each deliverable, as specified in the Payment Upon Delivery and Acceptance column contained in the Project Payment Deliverable Table, section 1.1.15.2.3 when Contractor meets the Acceptance Criteria for Payment described in that table for that deliverable. Acceptance shall not be unreasonably withheld or delayed and shall be provided for each deliverable submission that meets the acceptance criteria set forth in the Acceptance Criteria for Payment column contained in the Project Payment Deliverable Table, section 1.1.15.2.3.
- 1.1.15.2.2 Reference Amendment 28-2022: The Department shall pay the holdback amount for each deliverable, as specified in the Approval Criteria for Holdback Payment column contained in the Project Payment Deliverable Table, section 1.1.15.2.3 when Contractor meets the Approval Criteria for Holdback Payment in that table for that deliverable. Acceptance shall not be unreasonably withheld or delayed and shall be provided for each deliverable submission that meets the deliverable acceptance criteria set forth in the Approval Criteria for Holdback Payment column contained in the Project Payment Deliverable Table below and specified in the DED, as described in section 74.38.2.4.
- 1.1.15.2.3 Reference Amendment 28-2022: Project Payment Deliverable Table

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Project Payment Deliverable Table

| Deliverable | Acceptance Criteria for Payment | Approval Criteria for Holdback Payment | Payment Upon Delivery and Acceptance | Holdback | Status |
|---|---|---|---|-----------------|---------------|
| SDLC process documentation and workflow for the Care and Case Management project. | Department high-level review to validate that deliverable contains content for all sections outlined in the applicable DED. | Department approval of the SDLC process documentation and workflow | \$123,512 | \$6,501 | Completed |
| CCM Tool specific Project Management Plans (including DED) | Department high-level review to validate that deliverables contain content for all sections outlined in the applicable DED. | Department approval of the Project Management Plans (including DED) | \$154,390 | \$8,126 | In Progress |
| SDLC project artifacts approved under requirement 74.38.2.1 | Department high-level review to validate that deliverables contain content for all sections outlined in the applicable DED. | Department approval of the SDLC project artifacts identified and approved under requirement 74.38.2.1 | \$250,456 | \$13,182 | In Progress |
| Project Schedule for the CCM Tool | Department high-level review to validate that deliverable contains content for all sections outlined in the applicable DED. | Department approval of the project schedule for the CCM Tool | \$68,618 | \$3,611 | In Progress |

| | | | | |
|---------------------------------|---|-----|----------|-------------|
| Activate UAT Environment | Department approval of the UAT environments after verifying through direct access. Content and business function configurations will be reviewed in later project stages. | N/A | \$31,300 | Completed |
| Activate Train Environment | Department approval of the Train environment after verifying through direct access. Content and business function configurations will be reviewed in later project stages. | N/A | \$31,300 | Completed |
| Activate Production Environment | Department approval of the Production environment after verifying through direct access. Content and business function configurations will be reviewed in later project stages. | N/A | \$31,300 | In Progress |

1.1.15.3 Reference Amendment 28-2022: Business Function Payment Deliverables

1.1.15.3.1 Reference Amendment 28-2022: For each business function deliverable described in Table 1.1.15.3.3, the Contractor shall demonstrate, at a minimum, prior to delivery to the Department, the following:

1.1.15.3.1.1 A ninety-percent (90%) system test pass rate, per results from deliverable outlined in requirement

1.1.15.3.1.2 No severity 1 or severity 2 defects, as defined by the Defect Management Plan, based upon Department approved system test results.

1.1.15.3.2 Reference Amendment 28-2022: For all deliverables described in this section, the deliverable shall be considered to be received by the Department on the date that the version of the deliverable that complies with section 1.1.15.3.1 and is not rejected by the Department during the applicable review period due to the Contractor's error or omission when first received by the Department. If a version of a deliverable is submitted that does not comply with section 1.1.15.3.1 and is rejected by the Department during the applicable review period due to the Contractor's error or omission, then that version of the deliverable, and any submission or receipt date of that version of the deliverable, shall not be considered when determining the date the deliverable is received by the Department.

1.1.15.3.2.1 Reference Amendment 28-2022: The Department shall pay the Contractor the Maximum Payment Amount outlined in Table 1.1.15.3.3 where the business function deliverable submission is received by the Department by the due date agreed upon in the CCM Tool project schedule described in section 74.38.2.5 or such due date as updated and mutually agreed upon through the project change control process.

1.1.15.3.3 Reference Amendment 28-2022: Business Function Payment Deliverables Table

| Deliverable | Acceptance Criteria for Payment | Maximum Payment Amount |
|---|---|-------------------------------|
| Complete the development of the Functional Review Feature | Department acceptance and approval of the functional review feature after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |

| Deliverable | Acceptance Criteria for Payment | Maximum Payment Amount |
|---|--|-------------------------------|
| Complete the development of the “Enrollment” Status and Waiting Lists feature | Department acceptance and approval of the enrollment status and waiting list features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |
| Complete the development of the “Member Record Open” and “Close” Feature | Department acceptance and approval of the member record open and close features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |
| Complete the development of the “Program” Status and “Program” Assignment feature | Department acceptance and approval of the program status and program assignment features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |
| Complete the development of the Log Notes Feature | Department acceptance and approval of the log notes feature after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |
| Complete the development of the Notice of Action and Appeals Features | Department acceptance and approval of the notice of actions and appeals features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |

| Deliverable | Acceptance Criteria for Payment | Maximum Payment Amount |
|--|--|-------------------------------|
| Complete Data Migration Tasks | Department acceptance and approval of the data migration task upon verification notice of actions and appeals features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$480,086 |
| Complete the development of the Correspondence Feature and Functionality | Department acceptance and approval of the correspondence feature and functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |
| Complete the development of the Report Feature | Department acceptance and approval of the report feature after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$480,086 |
| Complete the development of Search Functionality and System Navigation | Department acceptance and approval of the notice of actions and appeals features after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |
| Complete the development of the Prior Authorization Capability | Department acceptance and approval of the prior authorization capability after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |

| Deliverable | Acceptance Criteria for Payment | Maximum Payment Amount |
|--|---|-------------------------------|
| Complete the development of the Bridge functionality | Department acceptance and approval of the Bridge functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$230,441 |
| Complete the development of the State Funded "Programs" functionality | Department acceptance and approval of the state funded programs functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |
| Complete the development of the Critical Incident Functionality | Department acceptance and approval of the critical incident functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$480,086 |
| Complete the development of the Electronic Signature Feature | Department acceptance and approval of the electronic signature feature after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$89,617 |
| Complete the development of the Technical Framework Hypothetical functionality | Department acceptance and approval of the resource allocation functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$120,021 |

| Deliverable | Acceptance Criteria for Payment | Maximum Payment Amount |
|---|---|-------------------------------|
| Complete the development of the Resource Allocation functionality | Department acceptance and approval of the resource allocation functionality after delivery to UAT and confirmation that the applicable Business Function requirements from 74.38 have been met based on the approved configuration design and confirmation of quality as defined in section 1.1.15.3.1. | \$360,065 |

1.1.15.4 Reference Amendment 21-2020: Quality Maintenance Payments (QMP) & Performance Standards by Phase

1.1.15.4.1 The Department will pay the Contractor the following Quality Maintenance Payments, as described in this section:

1.1.15.4.2 The Contractor may earn the amounts shown in the One-Time QMP Table as follows:

1.1.15.4.2.1 One-Time QMP: Department shall pay the Payment Amount for each deliverable shown on the One-Time QMP Table after the Contractor has met the release criteria shown in that table for deliverable.

1.1.15.4.2.1.1 Reference Amendment 28-2022: One-Time QMP Table

| Deliverable | Release Criteria | Payment Amount |
|--|---|-----------------------|
| Soft-Launch no later than June 18, 2022. | Capabilities committed by Contractor to be functional by Soft Launch are delivered and validated by the Department project staff during the Go/No Go meeting. Post Implementation checklist is reviewed and approved. | \$95,067 |
| Operational Readiness and Final Go Live no later than October 17, 2022. | Regression, parallel like activities, data migration, and operational readiness activities are completed and approved by the Department. The Operational Readiness checklist and Implementation checklist are reviewed and approved by the Department prior to October 17, 2022.. | \$285,200 |
| Post Implementation after Final Go Live, including certification support | Achievement of steady state operations through Department approval of post implementation activities included in the post implementation checklist, including CMS certified CCM system | \$126,755 |

| | | |
|---|--|-----------|
| PCBA Operational Readiness and Final Go Live no later than July 1, 2023 | Operational readiness activities are completed and approved by the Department. | \$126,755 |
|---|--|-----------|

1.1.15.4.3 Once the release criteria is satisfied for each deliverable, the Department will provide the Contractor with Authorization to invoice for that deliverable.

1.1.15.4.4 If the Contractor believes that the Contractor is not at fault for a failure that results in the Department delaying or not making the payment of any deliverable shown on the One-Time QMP Table, including any disagreement as to whether the release criteria has been satisfied, then the Contractor may dispute the Department's decision through the Dispute Process. The Dispute Process related to the delay of a payment of a QMP shall not begin until at least sixty (60) Business Days have passed from when the Contractor has notified the Department in writing that Contractor disputes the Department's determination that the applicable release criteria has been satisfied or the Contractor believes the delay in paying the QMP is because of circumstances beyond the Contractor's control, as applicable.

1.1.15.5 Reference Amendment 28-2022: In relation to the CCM project, within thirty (30) calendar days following the Amendment Effective Date of Amendment 21, the Contractor shall procure AssureCare MedCompass software development licenses and initiate application hosting arrangements as detailed in subsections 1.1.15.5.1 and 1.1.15.5.2. The Department acknowledges that the development licenses and hosting services to be obtained by Contractor hereunder are solely for use by Contractor and the Department's authorized users (subject to applicable end user license terms) during the implementation phase of project, and from project commencement through the go-live date, as documented in the approved project schedule (the "Go-Live Date"). The Department shall pay the additional licensing and hosting service fees, as described below for the implementation phase, for the use of the MedCompass product as a service after the implementation phase. The Contractor shall be responsible for any additional development licensing and hosting service fees during the implementation phase resulting from a delay caused primarily by the Contractor. The Department will be responsible for the payment of any additional licensing and hosting service fees resulting from any action or inaction by the Department. The Department and Contractor shall negotiate in good faith a contract amendment or option letter to include any additional amounts into this Contract for any such additional licensing and hosting fees resulting from any action or inaction by the Department, subject to the availability of funds. Relevant software license and hosting service fees are excluded from the deliverable-based performance payment requirements described in Sections 1.1.15.2 and 1.1.15.3. The Contractor is authorized to invoice the Department upon procurement of the following licensing and hosting services:

1.1.15.5.1 CCM Tool Development License Fee: Contractor shall procure development licenses for AssureCare's hosted MedCompass product, up to a maximum of

200 user licenses, for use by both the Contractor and the Department’s authorized users during and in support of the project implementation phase. The Contractor will invoice the Department the development license fee of \$450,000.00, upon procurement of the licenses.

1.1.15.5.2 CCM Tool Hosting: The Contractor shall procure application hosting services, upon the Amendment Effective Date of Amendment XX, through AssureCare’s third-party Infrastructure as a Service (IaaS) hosting provider, to support the implementation through the project Go-Live date. The Contractor shall invoice the Department for the IaaS hosting fee of \$581,250.00 upon the procurement of these services.

L. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.3.7.4, is hereby deleted in its entirety and replaced with the following:

1.1.3.7.4 Reference Amendment 28-2022: The total amount invoiced by Contractor for the additional 38 Enhancement staff resource FTEs described in Exhibit A, Statement of Work Section 4.6 of this Contract shall, under no circumstances, exceed the Total Maximum Amount Per Fiscal Year listed in the following table:

| State Fiscal Year | Total Maximum Amount Per State Fiscal Year |
|--|---|
| SFY 2019-20 (July 1, 2019 – June 30, 2020) | \$ 4,951,872.00 |
| SFY 2020-21 (July 1, 2020 – June 30, 2021) | \$10,794,930.98 |
| SFY 2021-22 (July 1, 2021 – June 30, 2022) | \$10,794,930.98 |
| SFY 2022-23 (July 1, 2022 – June 30, 2023) | \$10,794,930.00 |

M. A Scrivner’s Error from Amendment #27 is corrected as follows:

EXHIBIT C, REQUIREMENTS, Section 98 Family Planning Services for Undocumented coloradans is renumbered Section 99 as follows:

99. Family Planning Services for Undocumented Coloradans

99.1 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:

- 99.1.1 The MMIS shall be configured to:
 - 99.1.1.1 Modify the MMIS to accept a new member type from Colorado’s eligibility system.
 - 99.1.1.2 Modify the MMIS to process medical claims based on the program rules.
 - 99.1.1.3 Modify the MMIS to establish new fund codes to appropriately allocate payments specific to the new plan.
 - 99.1.1.4 Modify the MMIS to exclude services in the drug rebate extract that do not receive a federal match.
 - 99.1.1.5 Other configurations as specified by the Department.

99.1.2 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.

7. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK