CONTRACT AMENDMENT #29

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** 14-64254A29	
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	$46,077,989.12		
State Fiscal Year 2022-23	$54,699,452.73		
State Fiscal Year 2023-24	$22,615,648.99		
Total for All State Fiscal Years	$366,142,095.00		

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.

CONTRACTOR Gainwell Technologies LLC	STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director
DocuSigned by: *Paul Saleh* C5B903FEA402401... 1/19/2023 | 13:08 PST Date: _____	DocuSigned by: *Kim Bimestefer* 0B6A84797EA8493... 1/19/2023 | 13:17 PST Date: _____

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:
Jerrod Cotosman
76F69541272B43A...
1/19/2023 | 13:41 PST
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 requirements and funding for Contractor to provide a solution for the Department's fulfillment of the Centers for Medicare and Medicaid Services (CMS) mandate for Patient Access and Interoperability ("PAI") according to the final ruling of the 21st Century Cures Act.
   - Add additional funding and scope for work relating to the Claims Analytics Service.
   - Move remaining Streamline Eligibilty funds from SFY2021-22 to SFY2022-23
   - Move remaining Behavioral Health funds from SFY2021-22 to SFY2022-23
   - Update fee schedule for Care and Case Management platform licensing and hosting fee for SFY2022-2023 and SFY2023-2024

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:**

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 2020-21	$40,449,396.09
State Fiscal Year 2021-22	$46,077,989.12
State Fiscal Year 2022-23	$54,699,452.73
State Fiscal Year 2023-24	$22,615,648.99
Total for All State Fiscal Years:	$366,142,095.00

Funding Changes in Contract Amendment 29

Patient Access and Interoperability (PAI)
- Added $949,496.00 to State Fiscal Year 2022-2023 for DDI and Ongoing Operations Fee.
- Added $1,640,400 to State Fiscal Year 2023-2024 for Ongoing Operations Fee.

Claims Analytics Service
- Added $32,500.00 to State Fiscal Year 2022-2023 for the Claims Analytics Service.

Streamlined Eligibility
- Moved $376,380.00 from SFY21-22 to SFY22-23.

Behavioral Health
- Moved $1,780,639.93 from SFY21-22 to SFY22-23.

Care and Case Management Platform licensing and Hosting Fee
- Amending the fee structure for SFY2022-23. The original cost for SFY2023 was an annual amount of $2,803,688. Due to a delay in the project, the licensing and hosting fee will be paid monthly based on the phase of the project with a not-to-exceed amount of $1,803,588.

B. EXHIBIT C, REQUIREMENTS, Section 100 is hereby added as follows solely with respect to PAI:

100.   REFERENCE AMENDMENT 29-2022: PAI REQUIREMENTS

100.1   Reference Amendment 29-2022: The Contractor shall provide a solution for the State's fulfillment of the Centers for Medicare & Medicaid Services (CMS) mandate for Patient Access and Interoperability (PAI) according to the final ruling of the 21st Century Cures Act.

100.2   Reference Amendment 29-2022: PAI General Requirements

100.2.1   Reference 29-2022: The Contractor shall meet all CMS requirements for Interoperability and Patient Access - Final Rule (CMS-9115-F) for the Patient Access API and Provider Directory API including. This includes the Payer-to-Payer Data Exchange API that may be exercised as an option at a later date.

100.2.2   Reference 29-2022: The Contractor shall meet the technical standards finalized by HHS in the ONC 21st Century Cures Act final rule at 45 CFR 170.215 (currently including Health Level 7® (HL7) Fast Healthcare Interoperability Resources® (FHIR) Release 4.0.1).

100.2.3   Reference 29-2022: The Contractor shall meet the content and vocabulary standards finalized by HHS in the ONC 21st Century Cures Act final rule at 45 CFR 170.213, at 45 CFR part 162 and at 42 CFR 423.160.

100.2.4   Reference 29-2022: The Contractor shall meet the standards included in the CARIN Blue Button Implementation Guide for FHIR Release 4.0.1.

100.2.5   Reference 29-2022: The Contractor shall provide third-party app certification including credentialing, education, and security validation capabilities. This will include developing accessible, culturally competent education materials about privacy and security considerations when selecting applications in the appropriate languages.

100.2.6   Reference 29-2022: The Contractor shall provide a Developer Portal to obtain API keys, manage applications, etc.

100.2.7   Reference 29-2022: The Contractor shall provide a HIPAA-compliant Member Consent Application where a member can authorize and share data with third-party apps.

100.2.7.1   Reference 29-2022: The Member Consent Application must include a disclaimer subject to Department review, approval, and updates.

100.2.8   Reference 29-2022: The Contractor shall include refresh tokens, with the ability to support at least three (3) months of access.

100.2.9   Reference 29-2022: The Contractor shall support OAuth2.0 Scopes for more granular access to member data (e.g., per FHIR resource).

100.2.10   Reference 29-2022: The Contractor shall allow members to revoke access to apps.

100.2.11   Reference 29-2022: The Contractor shall provide a process for authorization access to a dependent's data (Proxy or Delegate).

100.2.12   Reference 29-2022: The Contractor shall provide information about security and privacy, terms of use and/or privacy policy in non-technical language.

100.2.13   Reference 29-2022: The Contractor shall notify the Department within 30 minutes of any time the solution is not available outside of scheduled maintenance.

100.2.14   Reference 29-2022: The Contractor shall publish API specifications for third-party developers.

100.2.15   Reference 29-2022: The Contractor shall facilitate and maintain the publishing of drug formularies, preferred drug lists, any tiered formulary structure, and/or UM procedure that pertains to those drugs. Changes to the drug formulary shall be updated no later than seven (7) business days after the effective day of any such information from the Department or its PBM contractor.

100.2.16   Reference 29-2022: The Contractor shall support third-party app vetting & attestation, including ability to approve third-party party apps for production access (and subsequently revoke production access for apps as needed).

100.2.17   Reference 29-2022: The Contractor shall conduct logging and monitoring for API access, member consent, and data updates.

100.2.18   Reference 29-2022: The Contractor shall conduct automated testing for API status and availability.

100.2.19   Reference 29-2022: The Contractor shall permit third-party applications to retrieve, with the approval and at the direction of a current enrollee, data specified at 42 CFR 422.119, 431.60, 457.730, and 45 CFR 156.221.

100.2.20   Reference 29-2022: The Contractor shall at a minimum, make available adjudicated claims (including provider remittances and enrollee cost-sharing); encounters with capitated providers; and clinical data, including laboratory results (when maintained by the impacted payer). Data must be made available no later than one (1) business day after the BIDM solution makes the applicable T-MSIS data available to the interChange MMIS solution.

100.2.21   Reference 29-2022: The Contractor shall make available through the Patient Access API any specified data they maintain with a date of service on or after January 1, 2016.

100.2.22   Reference 29-2022: The Contractor shall, in collaboration with the Department's BIDM contractor, agree to maintain a defined T-MSIS interface to support CMS's interoperability compliance rules. Contractor shall agree to interface specifications as captured in an Interface Control Document (ICD), which will be signed by all parties to indicate approval of interface specifications.

100.2.22.1   Reference 29-2022: Detailed T-MSIS interface specifications will be readily available to the Department (and its designees) upon amendment effective date. Any changes to this interface by the Contractor must be reviewed and approved by the Department prior to the Contractor implementing any such changes.

100.2.22.2   Reference 29-2022: Data Requirements: At a minimum, the Contractor's solution shall accept the following data from the Department's BIDM contractor in the production T-MSIS format:

100.2.22.2.1   Claims data (CLAIMIP, CLAIMRx, CLAIMLT, CLAIMOT)

100.2.22.2.2   Eligibility Data

100.2.22.2.3   Provider Data (for Provider Directory as well as Care Team)

100.2.22.2.4   TPL Data

100.2.22.2.5   Managed Care Data

100.2.23   Reference 29-2022: The Contractor shall design, develop, and implement an identity management solution that maintains a rigorous authentication and authorization framework based on best practices and CMS mandates including standards identified in the Interoperability and Patient Access rule (CMS-9115-F).

100.2.23.1   Reference 29-2022: The Contractor shall determine if the requestor is a current, eligible, member in a covered health plan (or not) and to apply payer defined rules for access and denial of access.

100.2.23.2   Reference 29-2022: The Contractor shall demonstrate that the Patient Access API solution can accurately verify member identity through design and testing activities.

100.2.24   Reference 29-2022: The Contractor shall provide the ability to limit patient access to only certain records. The Department will define business rules to enable functionality to suppress data based on HCPCS, NDC, Diagnosis, and CPT codes provided in an agreed upon format. Data suppression business rules are to be updated no later than 30 days after the effective day of any such rule.

100.2.25   Reference 29-2022: The Contractor shall update and maintain a rigorous authentication and authorization framework for the duration of the Amendment.

100.3   Reference Amendment 29-2022: CMS Certification

100.3.1   Reference Amendment 29-2022: The Contractor shall provide CMS certification support and documentation. At a minimum, the Contractor's documentation, shall include the following:

100.3.1.1   Reference 29-2022: FHIR Service Documentation, including enterprise design diagram, business requirements document, interface control document, technical design document and system operations and troubleshooting guide.

100.3.1.1.1   Reference 29-2022: The Contractor shall work with the Department and the Department's BIDM Contractor to establish the Interface Control Document.

100.3.1.1.1.1   Reference 29-2022: The ICD shall conform to guidelines in DHHS' Interface Control Practice Guide and CMS' Interface Control Document unless other guidelines and formats are agreed to by the Department.

100.3.1.2   Reference 29-2022: Unit testing and test cases, including test cases going back to January 1, 2016 and end-to-end test cases.

100.3.1.3   Reference 29-2022: FHIR Service Documentation, including enterprise design diagram, business requirements document, interface control document, technical design document and system operations and troubleshooting guide.

100.3.1.4   Reference 29-2022: Security reporting, to be delivered annually, including an Environmental Architecture and Implementation Plan, Physical and System Security Plan, Business Continuity and Disaster Recovery Plan and annual assessment of compliance with NIST 800-53 based on SOC II Type 2 Controls.

100.3.1.4.1   DELIVERABLE: CMS Certification and Support Documentation

100.3.1.4.2   DUE: Prior to Go-Live and annually thereafter

100.4   Reference 29-2022: System and Acceptance Testing

100.4.1   Reference 29-2022: Since the FHIR Service is not end-user-facing, the Contractor shall provide an end-to-end test plan that includes a range of test cases to validate that data has been mapped to appropriate FHIR profiles. The Contractor shall submit this test plan to the Department for approval before system and acceptance testing begins.

100.4.2   Reference 29-2022: The Contractor shall provide acceptance tests that allow authorized state UAT testers to query and access data using an API testing application such as Postman. Some test cases will use tools that allow automated testing and validation against the FHIR service. The Contractor shall make these tools and test cases available for approval before system testing begins.

100.4.2.1   Reference 29-2022: DELIVERABLE: End-to-End Test Plan

100.4.2.2   Reference 29-2022: DUE: Within thirty (30) business days of amendment execution.

100.5   Reference 29-2022: Data Mapping and Data Lineage

100.5.1   Reference 29-2022: The Contractor shall provide the following data mapping and data lineage:

100.5.1.1   Reference 29-2022: The Contractor shall provide reference mapping to/from the state agency's T-MSIS standards to/from /FHIR resources.

100.5.1.2   Reference 29-2022: The Contractor shall provide mapping to/from the state agency's T-MSIS standards to/from FHIR resources.

100.5.1.3   Reference 29-2022: The Contractor shall provide a validation process for FHIR resource data structures.

100.5.1.4   Reference 29-2022: The Contractor shall provide full data lineage, in order to follow the FHIR resource data back to source systems and source transactions.

100.5.1.4.1   Reference 29-2022: DELIVERABLE: Data Mapping and Lineage

100.5.1.4.2   Reference 29-2022: DELIVERABLE: Data Validation Process

100.5.1.4.3   Reference 29-2022: DUE: Thirty (30) business days after the amendment effective date.

100.6   Reference 29-2022: API Usage Data

100.6.1   Reference 29-2022: The Contractor shall provide access to transactional data demonstrating API use. The requirements are as follows:

100.6.1.1   Reference 29-2022: The reporting data will be provided no less frequently than once a month.

100.6.1.2   Reference 29-2022: The reporting data will differentiate between API use in the production environment and API use in the test environment.

100.6.1.3   Reference 29-2022: Upon completion of an on-demand dashboard that provides this data, the Contractor will no longer need to provide a separate monthly report.

100.6.1.4   Reference 29-2022: The Contractor will provide to the Department regular reporting on API Gateway developer access as part of the monthly report.

100.6.1.5   Reference 29-2022: The Contractor's monthly reporting on developer access will include a listing of any developers who have been approved or revoked.

100.6.1.5.1   Reference 29-2022: DELIVERABLE: API Usage Report (or on-demand dashboard)

100.6.1.5.2   Reference 29-2022: DELIVERABLE: Developer Access Report

100.6.1.5.3   Reference 29-2022: DUE: Monthly

100.7   Reference 29-2022: Staffing and Project Management

100.7.1   Reference 29-2022: The Contractor shall provide a business analyst, account, and project management services to ensure that the Solution is properly developed, installed, and supported and is inclusive of the following deliverables:

100.7.1.1   Reference 29-2022: Conduct at a minimum a weekly status call with the Department and the Contractor's project teams to review open issues, upcoming deliverables, timing expectations, and any critical path items.

100.7.1.2   Reference 29-2022: User support is "train the trainer" and is limited to user documentation and training to the Department (and its designees) related to general Solution inquiries regarding FHIR and API software and infrastructure.

100.7.1.3   Reference 29-2022: Project schedule, meeting minutes and other project documentation will be delivered via established communication protocols.

100.7.1.4   Reference 29-2022: Deliver a project schedule during the planning phase to the Department for review and acceptance. Provide weekly updates to the Department regarding the status of the schedule. If the schedule does not accurately reflect the actual planned execution, project scope or progress of the work, the Department may request the schedule be re-baselined.

100.7.1.4.1   Reference 29-2022: DELIVERABLE: Status Report

100.7.1.4.2   Reference 29-2022: DUE: Weekly

100.7.1.4.3   Reference 29-2022: DELIVERABLE: User Support Training including Training Documentation

100.7.1.4.4   Reference 29-2022: DUE: Prior to Go-Live

100.7.1.4.5   Reference 29-2022: DELIVERABLE: Project Plan and Schedule

100.7.1.4.6   Reference 29-2022: DUE: 10 business days after amendment effective date

100.7.2   Reference 29-2022: Payer-to-Payer API (OPTIONAL)

100.7.2.1   Reference 29-2022: The Department and the Contractor agree that the State has the option to enable the Payer-to-Payer Data Exchange services within the PAI solution. This will be carried out via an execution of an Option Letter. For any month in which the Department enables the Payer-to-Payer Data Exchange option, the Contractor will receive an additional monthly fee of $6,700.00 as shown in the PAI Payment Table in Exhibit E.

100.7.2.2   Reference 29-2022: The Payer-to-Payer Data Exchange shall meet the following requirements:

100.7.2.2.1   Reference 29-2022: Provide a robust set of functionalities to support US core data for interoperability USDCI V2 and be able to send and receive both administrative and clinical data in FHIR format.

100.7.2.2.2   Reference 29-2022: Meet any other requirements identified by CMS for compliance with the Payer-to-Payer API rule.

100.7.3   Reference 29-2022: Single Sign-On (SSO) Development (OPTIONAL)

100.7.3.1   Reference 29-2022: The Department and the Contractor agree that the State has the option for the Contractor to develop and support SSO with the State's Health First Colorado mobile app. If the Department exercises this option, via the execution of an Option Letter, the Contractor will develop and implement this for a one-time payment of $83,500 with no additional monthly cost.

C.   EXHIBIT C, REQUIREMENTS, Subsection 93.8.5 is hereby added as follows solely with respect to the Claims Analytics Service) :

93.8.5   Reference Amendment 29-2022: The Contractor shall ensure their subcontractor reviews finalized post-adjudicated claims data and provide the deliverables outlined in this section.

93.8.5.1   Reference Amendment 29-2022: The Contractor's subcontractor will review the data provided by the Department for proper layout and format required for the analysis. The data will then be run once, through a default ClaimsXten^{TM} rules engine to assess incremental value of current and net new edits for the health plan.

93.8.5.2   Reference Amendment 29-2022: Rules will be limited to those available to the client within ClaimsXten^{TM} Select. The rules engine will utilize a default analytic dictionary and default data run parameters. Once processing is complete, the CCM Analytics team will provide the following deliverables of the analysis:

93.8.5.3   Reference Amendment 29-2022: **DELIVERABLES**

93.8.5.3.1   Reference Amendment 29-2022: A post-processing detail report that summarizes available default edit firing and associated opportunity at the rule and code level for licensed content.

93.8.5.3.2   Reference Amendment 29-2022: A PowerPoint presentation led by a dedicated CCM Senior Analyst providing summary recommendations of potential opportunity associated with net new rules available within the ClaimsXten^{TM} Select environment and an assessment of customizations and

variance from default for rules current turned on in the payor's production ClaimsXten^{TM} Select CXT-S environment.

93.8.5.3.3   Reference Amendment 29-2022: A random sampling of claim level case examples showcasing how analytic rules fired in the actual claim data for selected rules.

93.8.5.3.4   Reference 29-2022: A summary report of default edit impact to providers for selected rules.

93.8.5.3.5   Reference 29-2022: A report that identifies the top providers or specialties impacted by currently implemented rules (or that would be impacted by yet to be implemented rules). This report may be generated using either rules identified by the Department, or rules chosen by CHC based on the highest savings potential.

D.   EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.22 solely with respect to the work and services relating to the PAI is hereby added as follows:

Deliverable	Due Date	Amount
Project Plan and Schedule	10 days after Execution of Amendment	$ 113,974.00
Delivery of user guides for PAI	30 days after Execution of Amendment	
End-to-End Test Plan	30 business days after Execution of Amendment	
Data Mapping and Lineage	30 days after Execution of Amendment	
Data Validation Process	30 days after Execution of Amendment	
Solution walkthrough, stand up environment	60 days after Execution of Amendment	$ 113,974.00
Successful consumption of data into FHIR platform	90 days after Execution of Amendment	$ 113,974.00
User Support Training Including Training Documentation	150 days after Execution of Amendment	$ 113,974.00
CMS Certification & Supporting Documentation		
Go-Live		
PAI DDI Total		$ 455,896.00

PAI Deliverables and Recurring Charges		
	Frequency	**Amount**
Ongoing Operations Fee[1, 2]	Monthly	$85,000
API Usage Report		
API Dev Access Report		
Additional Members licenses (per block of 10,000 members), not to exceed 200,000 additional members)	Annually	$8,000 per tranche
Historical Members licenses (per block of 10,000 members), not to exceed 200,000 additional members)	Annually	$1,000 per tranche

1.   Monthly Operations fee assumes steady state Active FFS and Managed Care member count of 1,400,000. Additional eligible members beyond 1,400,000 will be charged in tranches of 10,000 members at an annual rate of $8,000 per tranche. Does not include historical members, which will add additional cost. Historical members will be charged in tranches of 10,000 members at an annual rate of $1,000 per tranche.

2.   The Monthly Operation Fee will commence the first day immediately following DDI completion / "Go Live". Month 1 Operation Fee will be prorated to coincide with the 1st day Operations.

PAI Optional Items		
	Frequency	Amount *
Payer-to-Payer Data Exchange	Monthly	$6,700.00
Single Sign-On	One-Time Payment	$83,500

* Pricing for PAI Optional Items valid through October 31, 2023.

E.   EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, the chart in Subsection 2.1.1.2.4.1.1 solely with respect to the work and services relating to the PAI is hereby added to as follows:

2.1.1.2.4.1.1 Reference Amendment 29:2022: Ongoing Operations and QMP Performance Standards Table.

Performance Standard	Ongoing Operations and Enhancement Contract Stage – Year 6 Monthly QMP (11/1/21-10/31/22)	Ongoing Operations and Enhancement Contract Stage – Year 7 Monthly QMP (11/1/22-10/31/23)
Reference 29-2022: The PAI solution's uptime was 99.9% for each monthly period, excluding any scheduled maintenance downtime that was agreed upon between the Department and the Contractor. For the purposes of this Performance Standard, "available" means that users can access all features and functions of the solution. The Contractor will demonstrate compliance by conducting automated testing for API status and availability. This performance standard will be measured and based on average availability for the subject month.	$5,000	$5,000
Reference 29-2022: The Contractor made PAI processed data available no later than one (1) business day after the Department's BIDM contractor had submitted a valid T-MSIS data file to the interChange MMIS solution. The performance standard will be measured on a monthly QMP will be calculated based on the cumulative number of batch failures for the subject month.	Zero (0) Batch Failures (per month) = $25,000 One (1) Batch Failure (per month) = $20,000 Two (2) Batch Failures = $15,000 Three (3) Batch Failures (per month) = $10,000 Four (4) Batch Failures (per month) = $5,000 Five (5) or more = $0.00	Zero (0) Batch Failures (per month) = $25,000 One (1) Batch Failure (per month) = $20,000 Two (2) Batch Failures = $15,000 Three (3) Batch Failures (per month) = $10,000 Four (4) Batch Failures (per month) = $5,000 Five (5) or more = $0.00

Excused Performance: Contractor shall not be responsible for a failure to meet any QMP to the extent it is caused by and event or circumstances beyond Contractor's or its subcontractor's control.

F. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, The following table is hereby added to Section 1.1.16, the Claims Editing Solution Fee Schedule, to add Claims Analytics Service as follows:

Reference Amendment 29-2022: The Contractor shall provide following deliverables relating to ClaimsXten™. Payment will be made upon State approval and acceptance of the Contractor's invoice.

Deliverables	SFY 2022-23
A post-processing detail report that summarizes available default edit firing and associated opportunity at the rule and code level for licensed content.	
A PowerPoint presentation led by a dedicated CCM Senior Analyst providing summary recommendations of potential opportunity associated with net new rules available within ClaimsXten^{TM} Select environment and an assessment of customizations and variance from default for rules current turned on in the payor's production ClaimsXten^{TM} Select environment.	
A random sampling of claim level case examples showcasing how analytic rules fired in the actual claim data for selected rules.	$32,500.00
A summary report of default edit impact to providers for selected rules.	
A report that identifies the top providers or specialties impacted by currently implemented rules (or that would be impacted by yet to be implemented rules). This report may be generated using either the rules identified by the Department, or rules chosen by CHC based on the highest savings potential.	

G.   EXHIBIT E, CARE AND CASE MANAGEMENT FEE SCHEDULE, Section 1.1.17 relating to Care and Case Management platform licensing and hosting fee is hereby amended as follows:

Reference 29-2022: Section 1.1.17 Care and Case Management platform licensing and hosting fee is amended for SFY23 and SFY24 as follows:

Care/Case Management Platform – Operations Annual License and Hosting for SFY2022-23 and SFY2023-24				
SFY	**From**	**Through**	**Annual**	
2023*	7/1/2022	6/30/2023	200-seat License & Hosting per month $66,957.00	2000-seat License & Hosting per month $233,641.00
2024	7/1/2023	6/30/2024	$2,864,808.40	
			$4,668,396.40	

* Note: During SFY2023, Supplier will provide a 200-seat license through the pre-production development phase of the Care and Case Management project, and augment to a 2000-seat license just prior to the start of training for the Phase 1 release. For the purposes of estimating an annual cost for this item, the training is assumed to start in January 2023, which results in six (6) months of 200 seats and six (6) months of 2,000 seats, for a combined cost of $1,803,588.00.

6.   Items Specific to this Amendment No. 29.

6.1   Reference 29-2022: Contractor hereby grants to the State a term, irrevocable (except as provided in the Contract or the Amendment), non-exclusive, royalty free license, to use PAI during the term of this Amendment.

6.2   Reference 29-2022: The parties agree that with respect to PAI, the State will, at all times, own the data within PAI. In addition, the State will be given ownership of the following completed final deliverables listed below:

6.2.1   Onboarding Document
6.2.2   Testing Strategy Document
6.2.3   FHIR API Validation Report
6.2.4   Authorization Validation Report
6.2.5   Data Validation Report
6.2.6   Penetration/Security Results
6.2.7   Performance Test Plan and Results
6.2.8   Acceptance Test Cases and Results
6.2.9   Colorado source data mapped to FHIR

7.   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.

8.   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.

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