

# CONTRACT AMENDMENT #31

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 14-64254
<b>Contractor</b> Gainwell Technologies LLC	<b>Amendment Contract Number</b> 14-64254A31
<b>Current Contract Maximum Amount</b> Initial Term	<b>Contract Performance Beginning Date</b> 2/28/2014
State Fiscal Year 2013-14 \$9,201,096.00	<b>Current Contract Expiration Date</b> April 30, 2025
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 \$46,077,989.12	
State Fiscal Year 2022-23 \$40,439,628.13	
State Fiscal Year 2023-24 \$64,269,562.71	
State Fiscal Year 2024-25 \$38,638,185.00	
Total for All State Fiscal Years \$432,174,369.12	

## 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 align="center"><b>CONTRACTOR</b> Gainwell Technologies LLC Mark Knickrehm, Chief Executive Officer</p> <p>DocuSigned by: <i>Mark Knickrehm</i></p> <p>By: <u>4EE6BBD6856646D...</u></p> <p>Date: <u>10/27/2023   08:00 PDT</u></p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing</p> <p>DocuSigned by: <i>Kim Bimestefer</i></p> <p>By: <u>0B6A84797EA8493...</u></p> <p>Date: <u>10/27/2023   13:17 PDT</u></p>
<p>In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Jerrold Cotosman</i></p> <p>By: <u>76F69541272B43A...</u></p> <p>Amendment Effective Date: <u>10/27/2023   13:29 PDT</u></p>	

## **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 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 termination of the Contract.

## **4. PURPOSE**

The purpose of this Amendment is to:

1. Exercise the Third Option to Extend the Contract for eighteen (18) additional months starting on November 1, 2023.
2. Transition Contractor training resources to full-time state funded positions and reduce Monthly Ongoing Operations and Enhancement fee.
3. Move remaining ARPA funds from SFY 2021-2022 and SFY 2022-23 to SFY 2023-24.
4. Add funding and scope for system changes that will be needed as a result of HB 22-1289 to Covering All Coloradans.
5. Add funding for the Behavioral Health Administration Maintenance and Operations.
6. Add funding for system changes that will be required as a result of HB 22-1302, HealthCare Practice Transition.
7. Add funding to SFY 23-24 and SFY 24-25 for the extension for the following services:
  - a. Monthly Ongoing Operations and Enhancements
  - b. Enhancement Staff Resources (Pool Hours)
  - c. Postage
  - d. ClaimsXten/Claims Editing
  - e. Operations Staff including Provider Enrollment and Care and Case Management Call Center
  - f. Electronic Visit and Verification (EVV) services

- g. Care and Case Management
- h. Quality Maintenance (QMP) and Performance Standards
- i. Bridge Helpdesk
- j. Patient Access and Interoperability (PAI)

## 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. 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 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	\$40,439,628.13
State Fiscal Year 2023-24	\$64,269,562.71
State Fiscal Year 2024-25	\$38,638,185.00
<b>Total for All State Fiscal Years:</b>	<b>\$432,174,369.12</b>

### **FUNDING CHANGES IN CONTRACT AMENDMENT 31**

#### **Third Option to Extend for 18 months**

- Added \$14,620,728.00 to SFY 2023-2024 for Monthly Ongoing Operations
- Added \$18,714,470.00 to SFY 2024-2025 for Monthly Ongoing Operations
- Added \$8,016,022 to SFY 2023-2024 for Enhancement Hours for SFY 2023-2024 for a total of \$10,216,022 (\$2,200,000.00 was added via Option Letter 6)
- Added \$8,698,943.00 to SFY 2024-2025 for Enhancement Hours
- Added \$1,532,008.00 to SFY 2023-2024 for Quality Maintenance Payments
- Added \$1,950,270.00 to SFY 2024-2025 for Quality Maintenance Payments

- Added \$111,080.00 to SFY 2023-2024 for Bridge Helpdesk
- Added \$142,160.00 to SFY 2024-2025 for Bridge Helpdesk
- Added \$789,642.00 to SFY 2023-2024 for recurring fees associated with Electronic Visit Verification
- Added \$2,923,470.00 to SFY 2024-2025 for recurring fees associated with the Electronic Visit Verification
- Amended pricing table for SFY2023-2024 for Claims Editing License and Hosting to account for the initial four-month period from July 1, 2023–October 31, 2023, and the eight-month period from November 1, 2023–June 30, 2024. Added \$319,295.00 for a new total of \$3,086,542.00
- Added \$3,158,279.00 to SFY 2024-2025 for Claims Editing License and Hosting
- Added \$1,151,550.00 to SFY 2023-2024 for a total of \$2,200,112.00 for Operations staff including Provider Enrollment and Care and Case Management Call Center Staff
- Added \$567,840.00 to SFY 2024-2025 Operations staff including Provider Enrollment Call Center Staff
- Added \$75,000.00 to SFY 2023-2024 for pass thru postage
- Added \$83,000.00 to SFY 2024-2025 for pass thru postage

#### **Convert Contractor MMIS Training Resources to FTE (R-12)**

- Reduced Monthly Ongoing Operations and Enhancement fee by \$14,323 monthly to reflect above FTE conversion

#### **Covering all Coloradans**

- Added \$668,255.00 to SFY 2023-24 for implementing the Covering all Coloradans system changes
- Added \$682,823.00 to SFY 2024-25 for implementing the Covering all Coloradans system changes

#### **ARPA Funded Projects**

- Moved \$3,000,000 from SFY2021-2022 to SFY2023-2024
- Moved \$4,300,000 from SFY2022-2023 to SFY2023-2024

#### **Behavioral Health Administration Maintenance & Operations**

- Added \$501,000.00 to SFY2023-2024 for Ongoing Maintenance and Enhancements
- Added \$516,030.00 to SFY2024-2025 for Ongoing Maintenance and Enhancements
- Added \$130,000.00 to SFY2023-2024 for Call Center Staff and Provider Enrollment Staff
- Added \$133,900.00 to SFY2024-2025 for Call Center Staff and Provider Enrollment Staff

#### **HealthCare Practice Transition**

- Added \$500,000.00 to SFY2023-2024 for system changes that will be required as a result of HB 22-1302, HealthCare Practice Transition

#### **Care and Case Management**

- Moved \$3,575,021 from SFY2023-2024 to SFY2024-2025 for Care and Case Management

#### **Patient Access Interoperability**

- Moved \$455,896.00 from SFY 2022-2023 to SFY2023-2024 for DDI project deliverables
- Reduced 463,300.00 from SFY 2023-2024 for M&O recurring charges
- Added \$1,367,000.00 to SFY 2024-2025 for M&O recurring charges

#### **Family Planning**

- Reduced the \$5,005.00 from SFY 2023-2024 for final reconciliation of the Maintenance and Operations of the Family Planning Services for Undocumented Coloradans benefit plan

- D. **OPTION TO EXTEND.** This Amendment exercises the third option to extend for eighteen (18) additional months starting on November 1, 2023 and ending no later than April 30, 2025. The Amendment adds pricing for the additional renewal period reflected in the table above.
- E. **EXHIBIT C, REQUIREMENTS, Section 23.6.10.1.** (Provider Relations/Enrollment Manager), is hereby amended to remove the Provider Relations/Enrollment Manager's oversight responsibilities related to provider training. All other responsibilities of the Provider Relations/Enrollment Manager shall remain unchanged.
- F. **EXHIBIT C, REQUIREMENTS, Section 27 (Training),** is hereby deleted in its entirety and replaced with the following to remove the scope and Contractor's responsibilities for provider training, including transition of the corresponding Contractor staff (2 FTE) to the Department.

### **27. TRAINING**

27.1 Reference Amendment 31-2023: During transition of the provider training responsibilities to the Department, the Contractor will provide "train the trainer" training for up to two (2) internal subject matter experts selected by the Department to assume the training responsibilities no later than 60 calendar days following execution of Amendment 31 ("Training Transition Date") with minimal disruption to training schedules or continuity of delivery. Additionally, the Contractor shall provide all documentation, content, and training materials, produced, or developed, by the Contractor to conduct and development it's provider training curriculum.

27.2 Reference Amendment 31-2023: After the transition is complete, the Contractor shall have no responsibility for developing or conducting provider training. However, the Contractor agrees to continue to provide feedback, support, and technical information or reference material as reasonably requested and required by the Department to develop, maintain training content, and conduct provider training on an on-going basis. The Contractor will also continue to provide the following in support of the Department's provider training curriculum and activities:

- 27.2.1 Reference Amendment 31-2023: Support online training via Web Portal functionality.
- 27.2.2 Reference Amendment 31-2023: Provide feedback, support, and technical information or reference material as reasonably requested and required by the Department to develop, maintain training content, including any new functionality added and approved in accordance with the SCR project plan. To allow time for

training in advance, such training documentation and updates must be provided in advance of web portal training or to content goes live into production.

27.2.3 Reference Amendment 31-2023: Support and assist with delivery of training-related communications to members and staff.

27.3 Reference Amendment 31-2023: Notwithstanding anything contained herein, the Contractor and/or its subcontractors, shall remain responsible for any training necessary to retain the skills and ensure compliance of Contractor staff.

27.4 Reference Amendment 31-2023: The Contractor shall remain responsible and continue with any training obligations set forth in the Contract (or amendment thereto) to provide training for a specific, standalone module. The Department assumes responsibility for provider training as it pertains to the interChange (including any subsequent modifications or enhancements thereto) and related transactions only.

G. EXHIBIT C, REQUIREMENTS, Section 44.20 is hereby deleted in its entirety and marked “[INTENTIONALLY DELETED]” to remove the Contractor’s responsibilities for web-based training surveys.

H. EXHIBIT C, REQUIREMENTS, Section 80.12. is hereby deleted in its entirety and marked “[INTENTIONALLY DELETED]” to remove the Contractor’s responsibilities to provide, support, and update online training for Web Portal.

I. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.1.1 (Ongoing Operations and Enhancement Fees), as modified and set forth under Section P of this Amendment, reflects a deduction of \$14,323 per month (\$171,871 per SFY) from the Ongoing Operations and Enhancement fee and will be effective starting with the first full monthly invoice following the Training Transition Date.

J. EXHIBIT C, REQUIREMENTS, Section 98.2 through 98.2.3, titled COLORADO DEPARTMENT OF HUMAN SERVICES BEHAVIORAL HEALTH INTEGRATION, is hereby added to implement and enact the requirements of HB 22-1302 (Health-care Practice Transformation):

98.2. The Contractor shall collaborate/interface with the Colorado Department of Human Services and the Department to make modifications and enhancements to the existing Colorado MMIS system (i.e., the interChange) and implement the requirements of HB 22-1302 (Health-care Practice Transformation).

98.2.1. The MMIS shall be configured to:

98.2.1.1. Establish a transmittal process for the maintenance of BHA Payer business rules, and data.

98.2.1.2. Ensure accurate reporting to the BIDM.

98.2.1.3. Enroll new types of providers that serve the population.

98.2.1.4. Refine medical claims processing and pricing based on the program rules, and

98.2.1.5. Establish new fund codes to appropriately allocate payments specific to the new plan.

98.2.1.6. Other configurations as specified by the Department.

98.2.2. The above-mentioned configurations shall be completed by the date as mutually

agreed upon through the project change control process.

- 98.2.3. Contractor shall invoice project costs on a distinct line referencing “Amendment 31– Health-care Practice Transformation” based on rates referenced in EXHIBIT E, ENHANCEMENT PROJECTS, Section 1.1.3.1 Enhancement Project Rate Table.

- K. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.21 is hereby amended to add funding for work related to the Behavioral Health Integrations:

1.1.21 Reference Amendment 31-2023: Behavioral Health Integration Funding

- 1.1.21.1 The total amount invoiced by the Contractor for services related to Behavioral Health Integrations System shall, under no circumstances, exceed the Total Maximum Amount per Fiscal Year listed in the following table. Additionally, the Contractor shall invoice each SCR separately either on a separate invoice or by line item.

<b>Behavioral Health Integration</b>		
<b>State Fiscal Year</b>	<b>Stage/Service</b>	<b>Total Maximum Amount Per State Fiscal Year</b>
SFY 2021-2022	System Design and Development	\$19,360.00
SFY 2022-2023	System Design and Development	\$1,780,640.00
SFY 2023-2024	System Maintenance & Operations	\$501,000.00
	Customer Support Costs Call Center Staff (1 FTE) & Provider Enrollment Staff (1 FTE)	\$130,000.00
SFY 2024-2025	System Maintenance & Operations	\$516,030.00
	Customer Support Costs Call Center Staff (1 FTE) & Provider Enrollment Staff (1 FTE)	\$133,900.00

- L. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.22 is hereby amended to add funding for work related to the Patient Access Interoperability:

- 1.1.22 Reference Amendment 31-2023: The total amount invoiced by Contractor for the additional staff resources described in Exhibit C, Section 100 for Patient Access and Interoperability (PAI) services shall, under no circumstances, not exceed the amounts listed in the following tables:

<b>Deliverable</b>	<b>Due Date</b> (following PAI project kickoff)	<b>SFY 23-24</b>
Project Plan and Schedule	10 days	\$113,974.00
Delivery of user guides for PAI	30 days	
End-to-End Test Plan	30 days	

Deliverable	Due Date (following PAI project kickoff)	SFY 23-24
Data Mapping and Lineage	30 days	
Data Validation Process	30 days	
Solution walkthrough, stand up environment	60 days	\$113,974.00
Successful consumption of data into FHIR platform	90 days	\$113,974.00
User Support Training including Documentation	150 days	\$113,974.00
CMS Certification & Supporting Documentation		
Go-Live		
PAI DDI Total		\$455,896.00

PAI Deliverables and Recurring Charges				
	Cycle	Amount	SFY 23-24	SFY 24-25
Ongoing Operations Fee <sup>1, 2</sup>	Monthly	\$85,000	\$850,000.00	\$850,000.00
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		
<div>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.</div> <div>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 1<sup>st</sup> day Operations.</div>				

M. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, the section titled “ARPA Funding” that was added under Amendment 27 is hereby deleted in its entirety and a new Section 1.1.23 titled “ARPA FUNDED INITIATIVES” is added as follows:

1.1.23. Reference Amendment 31-2023: ARPA FUNDED INITIATIVES.

1.1.23.1. Reference Amendment 31-2023: Contractor understands certain Scope-Change-Requests (SCR) submitted by the Department may be federally funded through



the American Rescue Plan Act (an “ARPA Project”). The Department will designate ARPA Projects in the title of the SCR upon submittal to the and the Contractor agrees to invoice and report ARPA Projects separately by line item.

- 1.1.23.2. Reference Amendment 31-2023: The total amount invoiced by Contractor for the additional staff and resources to support ARPA Projects shall, under no circumstances, exceed the amounts listed in the following tables for the subject fiscal year:

<b>TOTAL ARPA FUNDS</b>	
<b>State Fiscal Year</b>	<b>Maximum Amount</b>
SFY 2021-2022	N/A*
SFY 2022-2023	\$100,000
SFY 2023-2024	\$11,700,000

*\* No ARPA funds were expended under the Contract in SFY 2021-2022. Those unused funds of \$5,000,000 and the unused \$4,400,000 is being rolled-over to SFY2023-24.*

- N. EXHIBIT C, REQUIREMENTS, is hereby amended to add Section 101, titled “COVERING ALL COLORADANS REQUIREMENTS (22-1289)”:

101. COVERING ALL COLORADANS REQUIREMENTS (HB22-1289)

- 101.1 Reference Amendment 31-2023: The Contractor shall modify and enhance the Colorado interChange (including the Care and Case Management (CCM) Tool) to support the State’s Covering All Coloradans Act (HB 22-1289) and the following new benefit plans: Undocumented State Plan, HCBS Undocumented State MMIS Plans for each waiver, and CHP+ Undocumented State Plan (“New State Plans”).

- 101.2. Contractor will complete the following requirements and modifications to the interChange to support service plan development and operational needs of the New State Plans under the Covering All Coloradans mandate:

- 101.2.1. Create new sets of system rules for claim adjudication, managed care enrollment, capitation payment and financial reporting

- 101.2.2. Provide necessary testing and support to Managed Care Entities (ACC, CHP+ and Dental Plan entities) that are required to change their internal systems to comply with the Covering All Coloradans Act and support the New State plans. Such assistance may include, but not be limited to, reporting claim encounters to the interChange, accepting and processing reports and payments from the interChange for the New State Plan populations.

- 101.3 Modify the CCM Tool to include and support additional lactation services and a new lactation support provider.

- 101.4. Other configurations as specified by the Department

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

- O. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, is amended to add the following new Section 1.1.24 to add funding for the Covering All Coloradans initiative:

1.1.24 Reference Amendment 31-2023: The total amount invoiced by Contractor for work related to Section 101, Covering All Coloradans, shall, under no circumstances, exceed the Total Maximum Amount Per State Fiscal Year listed in the table below. Additionally, the Contractor shall invoice each SCR separately either on a separate invoice or by line item.

State Fiscal Year		Total Maximum Amount
SFY23-SFY24	7/1/23-6/30/24	\$668,255
SFY24-SFY25	7/1/24-4/30/25	\$682,823

- P. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.1.1. is here by deleted and replaced with the following:

1.1.1.1 Reference Amendment 31-2023:

	Monthly Stage Payment	Max# Monthly Payments	Stage Max. Payment Amount*
BPR Contract Stage	\$221,162	6	\$1,326,972
<b>Implementation Contract Stage</b>			
Implementation Contract Stage I	\$400,066	28	\$11,201,848
Implementation Contract Stage II (March 1, 2014 – Oct 31, 2016)	\$1,679,046	32	\$53,729,472
Implementation Contract Stage II DDI (Nov 1, 2016 – Feb 28, 2017)	\$1,679,046	4	\$6,716,184
Implementation Contract Stage III DDI (Nov 1, 2016 – Feb 28, 2017)	\$250,000	4	\$1,000,000
Implementation Contract Stage III DDI (March 1, 2017 – Oct 31, 2017)	\$501,464	8	\$4,011,712
Implementation Contract Stage III DDI (Nov 1, 2017 – Feb 28, 2018)	\$250,000	4	\$1,000,000
<b>Ongoing Operations and Enhancement Contract Stage (“Operations Stage”)</b>			
Operations Stage - Year 1 (Mar 1, 2017 – Oct 31, 2017)	\$1,343,319	8	\$10,746,552
Operations Stage Year 2 (Nov 1, 2017 – Oct 31, 2018)	\$1,575,182	12	\$18,902,184
Operations Stage Year 3 (Nov 1, 2018 – Oct 31, 2019)	\$1,638,224	12	\$19,658,688
Operations Stage Year 4 (Nov 1, 2019 – Oct 31, 2020)	\$1,586,474	12	\$19,037,688
Operations Stage Year 5 (Nov 1, 2020 – Oct 31, 2021)	\$1,586,474	12	\$19,037,688
Operations Stage Year 6 (Nov 1, 2021 – Dec 31, 2021)	\$1,586,474	2	\$3,172,948
Operations Stage Year 6 (Jan 1, 2022 – Jun 30, 2022)	\$1,665,059	6	\$9,990,354
Operations Stage Year 7 (Jul 1, 2022 – Jun 30, 2023)	\$1,704,688	12	\$20,456,256
Operations Stage Year 8 (Jul 1, 2023 – Oct 31, 2023)	\$1,745,259	4	\$6,981,036
Operations Stage Year 8 (Nov 1, 2023 - Jun 30, 2024)	\$1,827,591	8	\$14,620,728
Operations Stage Year 9 (Jul 1, 2024 – April 30, 2025)	\$1,871,447	10	\$18,714,470

- Q. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.2.4. is hereby deleted and replaced with the following:

1.1.2.4. Reference Amendment 31-2023: Maximum Pass-Through Postage Table

State Fiscal Year	Maximum Annual Pass-Through Postage Amount
SFY 2016-17 (July 1, 2016-June 30, 2017)*	\$231,184.00
SFY 2017-18 (July 1, 2017-June 30, 2018)	\$462,367.00
SFY 2018-19 (July 1, 2018- June 30, 2019)	\$1,045,499.00
SFY 2019-20 (July 1, 2019-June 30, 2020)	\$1,045,499.00
SFY 2020-21 (July 1, 2020-June 30, 2021)	\$1,045,499.00
SFY 2021-22 (July 1, 2021-Oct 31, 2021)	\$348,499.66
SFY 2022-23 (July 1, 2022-June 30, 2023)	\$100,000.00
SFY 2023-24 (July 1, 2023-October 31, 2023)	\$25,000.00
SFY 2023-24 (November 1, 2023-June 30, 2024)	\$75,000.00
SFY 2024-25 (July 1, 2024 – April 30, 2025)	\$83,000.00
*(Reduced original contract amount \$462,367.00 by 50% due to postponement of Go Live to March 1, 2017.)	

- R. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.3.7.4. is hereby deleted and replaced with the following:

1.1.3.7.4. Reference Amendment 31-2023: 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 - June30, 2021)	\$10,794,930.98
SFY 2021- 22 (July 1, 2021 - June 30, 2022)	\$9,554,930.98
SFY 2022- 23 (July 1, 2022 - June 30, 2023)	\$9,794,930.00
SFY 2023 - 24 (July 1, 2023 – June 30, 2024)	\$10,216,022.00
SFY 2024 – 25 (July 1, 2024 – April 30, 2025)	\$8,698,943.00

- S. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, table under Section 1.1.9.4, is hereby added to as follows:

## 1.1.9.4 Reference Amendment 31-2023: Call Center Operations Staffing Table

The total amount invoiced by Contractor for Operations Staff resources described in Section 23.25.1 of Exhibit C to support Provider Enrollment activities and the CCM Call Center shall under no circumstances, exceed the Total Maximum Amount Per Position listed below:

<b>Call Center Operations Staffing Table (SFY 2023-24 July 1, 2023-June 30,2024)</b>			
<b>Position Title</b>	<b>No of Staff</b>	<b>Not to Exceed Hourly Rate</b>	<b>SFY Maximum Amount Per Position Total</b>
CCM Call Center Supervisor	1	\$66.65	\$138,632.00
CCM Call Center Staff	12	\$32.03	\$1,561,368.00
CCM Outsourced Call Center Staff	12	\$49.05	
Call Center Staff – Provider Enrollment – October 1, 2023 – June 30, 2024*	10	\$34.73	\$500,112.00
<b>TOTAL</b>			<b>\$2,200,113.00</b>

*\*Estimate based on a start date of October 1, 2023, however, if contract is executed prior to October 1,2023, the effective date will be based on date of execution of contract.*

<b>Call Center Operations Staffing Table (SFY 2024-25 July 1, 2024-April 30, 2025)</b>			
<b>Position Title</b>	<b>No of Staff</b>	<b>Hourly Rate</b>	<b>SFY Maximum Amount Per Position Total</b>
Call Center Staff – Provider Enrollment	10	\$35.49	\$567,840.00
<b>TOTAL</b>			<b>\$567,840.00</b>

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T. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.13. is here by deleted and replaced with the following:

1.1.13 Reference Amendment 31-2023: Recurring Fees table for Electronic Visit and Verification

Recurring Fees	Rates (invoiced monthly unless noted)	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	FY24-25
Monthly Transaction Fees (commencing after Go Live)	\$0.11/Transaction  Minimum Monthly Fee (Post Go-Live): Months 1-438,550 Transactions Starting Month 4: 751,800 Transactions	\$2,541,835.30	\$3,678,205.13	\$1,120,479.36	\$1,216,056.25	\$1,319,785.85	\$1,100,000.00
Ongoing Support Services Fee	\$30,000/mo thru 10/31/23 \$35,247/mo beginning 11/1/23	\$360,000.00	\$360,000.00	\$360,000.00	\$360,000.00	\$401,976.00	\$352,470.00
Percentage of Calls Abandoned < 5%  85% of Calls Answered Within 60 Seconds	\$2,000/mo thru 6/30/21 \$825/mo beginning 7/1/21 \$3,241/mo thru 6/30/21 \$1,500/mo beginning 7/1/21	\$62,892.00	\$62,892.00	\$27,900.00	\$27,900.00	\$27,900.00	\$23,250.00
EVV Aggregator PMPM Fee	\$1.25/PMPM	\$1,719,315.00	\$1,865,972.57	\$1,808,425.00	\$1,616,911.65	\$1,600,000.00	\$1,400,000.00
Ongoing Support Fee for Scheduling Module	\$10,416/mo thru 6/30/21 \$4,775/mo beginning 7/1/21	\$124,992.00	\$124,922.00	\$57,300.00	\$57,300.00	\$57,300.00	\$47,750.00

<b>Recurring Fees</b>	<b>Rates</b> (invoiced monthly unless noted)	<b>SFY 19-20</b>	<b>SFY 20-21</b>	<b>SFY 21-22</b>	<b>SFY 22-23</b>	<b>SFY 23-24</b>	<b>FY24-25</b>
(starts after EVV Scheduling Deployment)							

U. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, the table under Section 1.1.15.3.3 titled Business Function Payment Deliverables Table, is hereby deleted in its entirety and replaced as follows:

1.1.15.3.3. Reference Amendment 31-2023: Business Function Payment Deliverables Table

<b>Feature/Function Deliverable*</b> <b>PAYMENT AMOUNTS</b>					
	<b>Technical Design Specifications Document</b>	<b>Development/ Configuration /QA/SIT</b>	<b>User Acceptance Testing</b>	<b>Official Release of Completed Feature/Functionality</b>	<b>Total</b>
	<i>Department acceptance and approval of the TDS document.</i>	<i>Department acceptance and approval of the QA/SIT release notes.</i>	<i>UAT test cases executed and completed, no Sev 1 or 2 defects outstanding.</i>	<i>Department confirmation the latest formal release of platform includes the new Feature/Function.</i>	<i>(excluding PTDs)</i>
Functional Review Feature	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
“Enrollment” Status and Waiting Lists feature	\$57,610.25	\$57,610.25	\$57,610.25	\$57,610.25	\$230,441.00
“Member Record Open” and “Close” Feature	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
“Program” Status/“Program” Assignment feature	\$46,088.20	\$46,088.20	\$46,088.20	\$92,176.40	\$230,441.00
Log Notes Feature	\$57,610.25	\$57,610.25	\$57,610.25	\$57,610.25	\$230,441.00
Notice of Action and Appeals Features	\$57,610.25	\$57,610.25	\$57,610.25	\$57,610.25	\$230,441.00
Correspondence Feature and Functionality	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
Search Functionality and System Navigation	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
State Funded “Programs” functionality	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
Critical Incident Functionality	\$96,017.20	\$96,017.20	\$96,017.20	\$192,034.40	\$480,086.00
Electronic Signature Feature	\$22,404.25	\$22,404.25	\$22,404.25	\$22,404.25	\$89,617.00
Technical Framework Hypothetical functionality	\$30,005.25	\$30,005.25	\$30,005.25	\$30,005.25	\$120,021.00
Resource Allocation Mitigation	--	--	--	\$72,013.00	\$72,013.00
<b>Total Estimated Payments</b> (prior to Transition Date)	<b>\$551,379.90</b>	<b>\$551,379.90</b>	<b>\$551,379.90</b>	<b>\$621,472.30</b>	<b>\$2,131,586</b>
<b>Post-Transition Deliverables** (as of the Amendment Effective Date)</b>					
Prior Authorization Capability	\$46,088.20	\$46,088.20	\$46,088.20	\$92,176.40	\$230,441.00
Bridge functionality	\$46,088.20	\$46,088.20	\$46,088.20	\$92,176.40	\$230,441.00

Feature/Function Deliverable*					
PAYMENT AMOUNTS					
	Technical Design Specifications Document	Development/ Configuration /QA/SIT	User Acceptance Testing	Official Release of Completed Feature/Functionality	Total
Resource Allocation functionality	--	\$72,013.00	\$72,013.00	\$144,026.00	\$288,052.00
<b>Post-Transition Deliverable Total</b>	<b>\$164,189.40</b>	<b>\$164,189.40</b>	<b>\$164,189.40</b>	<b>\$328,378.80</b>	<b>\$748,934</b>
<b>TOTAL BUSINESS FUNCTION PAYMENT FUNDS</b>					<b>\$2,880,520</b>

- V. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.16, Claims Editing Solution Platform payment table, is hereby deleted and replaced with the following:

1.1.16 Reference Amendment 31-2023: The fee schedule for the Claims Editing Solution platform licensing and hosting fee is as follows:

<b>Claims Editing Solution Platform Operations Annual License and Hosting</b>			
	<b>From</b>	<b>Thru</b>	<b>Annual</b>
<b>SFY22</b>	07/1/2021	06/30/2022	\$2,946,295.00
<b>SFY23</b>	07/1/2022	06/30/2023	\$2,752,883.50
<b>SFY24</b>	07/1/2023	10/31/2023	\$995,659.00
	11/1/2023	06/30/2024	\$2,090,883
<b>SFY25</b>	07/1/2024	04/30/2025	\$3,158,279
<b>TOTAL</b>			<b>\$11,943,999.50</b>

- W. EXHIBIT E, CARE AND CASE MANAGEMENT FEE SCHEDULE, Section 1.1.17, is hereby deleted in its entirety and replaced with the following:

1.1.17 Reference Amendment 30-2023: The fee schedule for Care and Case Management platform licensing and hosting fee is as follows:

<b>CARE AND CASE MANAGEMENT PRODUCTION SAAS LICENSE FEES</b>					
<b>SFY</b>	<b>Stage</b>	<b>License Term (months)</b>	<b>Users</b>	<b>SAAS License Fees (per month)</b>	<b>Maximum Fees</b>
SFY 21-22	Pre-Production/DDI	12 mos. (7/1/21-6/30/22)	200	\$971,000 (PAID - INV#80003232)	
SFY 22-23	Pre-Production/DDI	6 mos. (7/1/22-12/31/23)	200	\$401,742 (PAID - INV#80007836)	
	Post-Production	6 mos. (1/1/23-6/30/23)	2000	\$233,641	\$1,401,846
SFY 23-24	Post-Production	Monthly	2000	\$238,734	\$2,864,808



- X. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.25, CCM In-Reach Modifications (HB22-1302) payment table, is hereby added as follows:

1.1.25. Reference Amendment 31-2023: Contractor shall provide Enhancement Hours services to make modifications and enhancements to the existing CCM Tool (Exhibit E, Section 74) to support the completion of group and individual In-Reach Counseling services through the Case Management Agencies (CMA). Contractor shall separately invoice hours expended by SCR and which shall in total, under no circumstances, exceed the Total Maximum Amount Per Fiscal Year listed in the following table:

State Fiscal Year		Total Maximum Amount (per SFY)
SFY2023-2024	07/1/23-06/30/24	\$500,000.00

- Y. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.26, Bridge Helpdesk (*See Exhibit C, Sections 40.15.2-40.15.2.6 for requirements*) payment table, is hereby added as follows:

State Fiscal Year		Total Maximum Amount (per SFY)
SFY2023-2024	11/1/23-06/30/24	\$111,080.00
SFY2023-2025	07/01/24-04/30/25	\$142,160.00

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Z. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 2.1.1.2.4.1.1. is hereby deleted and replaced with the following:

2.1.1.2.4.1.1. Reference Amendment 31-2023: Ongoing Operations QMP Performance Standards Table

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
For any turnover in Key Personnel and staff described in Exhibit A, Section 4.2 and EXHIBIT C, Section 23.6, all vacancies are filled within sixty (60) Business Days.	\$1,487.00	\$1,773.00	\$1,850.00	\$2,490.00	\$2,400.00	\$2,420.00	\$2,497.00	\$2,577.00	\$2,633.00	\$2,691.00
No mission critical services (priority 1 as described in the Business Continuity and Disaster Recovery Plan) experienced any interruptions during the month.	\$4,872.00	\$5,806.00	\$6,061.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All core services that are required to be maintained with limited service disruption (priority 2 as described in the Business Continuity and Disaster Recovery Plan) were recovered within eight (8) hours following the event that resulted in those services being unavailable -OR- no priority 2 services were interrupted during the month.	\$4,387.00	\$5,229.00	\$5,458.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
Systems and data where service disruption will cause serious injury to government operations. staff, or citizens (priority 3 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within forty-eight (48) hours following any event that results in those services being unavailable -OR - no priority 3 services were interrupted during the month.	\$3,904.00	\$4,653.00	\$4,857.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Systems and data required for moderately critical agency services and IT functions where damage to government operations, staff, and citizens would be significant but not serious (priority 4 as described in the Business Continuity and Disaster Recovery Plan) were all recovered within five (5) Business Days following any event that results in those services being unavailable -OR- no priority 4 services were interrupted during the month.	\$3,421.00	\$4,077.00	\$4,255.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Systems and data required for less critical support systems (priority 5 as described in the Business Continuity and Disaster Recovery Plan) were all recovered on timeframe as mutually agreed upon by the Department and Contractor -OR- no priority 5 services were interrupted during the month..	\$3,179.00	\$3,789.00	\$3,955.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
The alternative site or sites described in the Business Continuity and Disaster Recovery Plan were fully operational within five (5) Business Days of the primary business becoming location unsafe or inoperable during the month -OR- no event occurred during the month that resulted in the need for the Contractor to move to the alternative site or sites during the month.	\$3,179.00	\$3,789.00	\$3,955.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
As described in the Business Continuity and Disaster Recovery Plan, the call center was fully operational within twenty-four (24) hours of any event that caused the call center to become not operational -OR- the call center was operational at all required times during the month	\$3,421.00	\$4,077.00	\$4,255.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
The Provider Call Center was Staffed from 8:00 a.m. to 5:00 p.m. Mountain Time, every Monday through Friday on each Business Day during the month with the exception of days the Department is closed due to weather and Department-approved and pre-scheduled training sessions.	\$2,937.00	\$3,501.00	\$3,654.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
<p>The Average Speed to Answer (ASA) for all calls to the call center shall not exceed one (1) minute during each month. The ASA shall be defined as the wait time before a caller starts talking to an agent and includes the amount of time callers wait in a queue and while the agent's phone rings. ASA does not include the time it takes for callers to navigate through the Interactive Voice Response (IVR) System. An "Answer," shall be defined as a live agent talking to a caller, and not as a machine communicating with a caller.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In Jul 2019, Contractor met QMP in three weeks of the month. Because Jul 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in Jul 2019.</p>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00	\$31,834.00	\$32,673.00	\$33,385.00	\$34,113.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
At least ninety-five percent (95%) of all calls into the Contractor's call center were answered or queued within fifteen (15) seconds during the month. The percentage shall be measured by dividing the number of calls that did meet this requirement by the total number of calls received during the month.	\$1,270.00	\$1,513.00	\$1,580.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
<p>Less than or equal to five percent (5%) of total calls to the call center received during each business month were abandoned. Contractor may earn QMP weekly, but the Department will pay any earned QMP monthly. QMP shall be reduced for any week(s) in which Contractor fails to meet or exceed the performance standard, as follows:</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In Jul 2019, Contractor met QMP in three weeks of the month. Because Jul 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in July 2019.</p>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$16,320.00	\$16,320.00	\$16,675.00	\$17,038.00	\$17,410.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
<p>The maximum wait time in the call center queue shall not exceed ten (10) minutes for more than five (5) calls received in a business week and no calls in a week shall exceed a maximum delay of over twenty (20) minutes.</p> <p>The QMP shall be calculated as a percentage of the total number of weeks in each month. Each week in a four-week month is valued at 25% of the QMP for that month. Each week in a five-week month is valued at 20% of the QMP for that month. The number of weeks in a month is determined as any week in which the majority of business days falls within a given month.</p> <p>Example: In Jul 2019, Contractor met QMP in three weeks of the month. Because Jul 2019 is a five-week month, each week is valued at 20% of QMP. Because Contractor failed to meet QMP during two weeks of the month, QMP was reduced by 40%. Contractor earned 60% of monthly QMP in Jul 2019.</p>	N/A	N/A	N/A	\$3,730.00	\$3,600.00	\$3,746.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00
No more than five percent (5%) of answered calls were placed on hold for more than one (1) minute during the month. The percentage shall be measured by dividing the number of calls that did not meet this requirement by the total number of calls received during the month.	\$1,270.00	\$1,513.00	\$1,580.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
Seven (7) calls per call center agent, received during each business month, were screened for quality control purposes, and ninety percent (90%) of screened calls received a quality score of ninety-five percent (95%) or higher. The Department will determine what criteria shall be used to measure for quality score.	N/A	N/A	N/A	\$3,730.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00
For inquiries to the call center that could not be closed or resolved upon the initial call, ninety percent (90%) were resolved or closed within five (5) Business Days, and one hundred percent (100%) of all inquiries shall be resolved or closed within thirty (30) Business Days, unless a Department resolution is required.	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00	\$4,685.00	\$4,834.00	\$4,939.00	\$5,047.00
Ninety-five percent (95%) of all Clean Claims submitted electronically by providers were adjudicated for payment or denial within seven (7) Business Days of receipt.	\$1,826.00	\$2,176.00	\$2,271.00	\$3,730.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00
Ninety-nine (99%) of all Clean Claims submitted by providers that were adjudicated for payment or denial during the month were adjudicated within ninety (90) calendar days of receipt of the claim.	\$2,454.00	\$2,925.00	\$3,053.00	\$4,660.00	\$4,500.00	\$4,540.00	\$4,685.00	\$4,834.00	\$4,939.00	\$5,047.00



MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
All Non-Clean Claims, a claim that does not meet the definition of a Clean Claim, submitted by providers that were adjudicated for payment or denial during the month were adjudicated within thirty (30) calendar days of the date of correction of the condition that caused it to be a Non-Clean Claim.	\$1,826.00	\$2,176.00	\$2,271.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All claims submitted by providers that were adjudicated for payment or denial were adjudicated within twelve (12) months of receipt by the Contractor, except for those exempt from this requirement by federal timely claims processing regulations.	\$2,502.00	\$2,982.00	\$3,113.00	\$4,660.00	\$4,500.00	\$4,540.00	\$4,685.00	\$4,834.00	\$4,939.00	\$5,047.00
Ninety-five (95%) of claims/encounters claims submitted on paper by the provider were direct data entered by the Contractor without error. This shall be measured by dividing the total number of fields in error by the total number of fields reviewed.	\$2,454.00	\$2,925.00	\$3,053.00	\$2,490.00	\$2,400.00	\$2,420.00	\$2,497.00	\$2,577.00	\$2,633.00	\$2,691.00
Reference #1832: The Contractor notified all enrolling providers of any missing or incomplete enrollment information within five (5) Business Days following the first submission of a new application or update. This period shall start on the first Business Day following the day the information is identified.	\$2,454.00	\$2,925.00	\$3,053.00	\$3,730.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
The Contractor finalized enrollment process within five (5) Business Days for each provider that submitted all necessary documentation. This period shall start on the first Business Day following the day on which the ATN is assigned to the application and only apply to days in a Gainwell controlled status	\$2,454.00	\$2,925.00	\$3,053.00	\$4,660.00	\$4,500.00	\$4,540.00	\$43,469.00	\$44,603.00	\$45,575.00	\$46,569.00
Reference #1152: After receiving notification and requirements from the Department, Contractor respond within two (2) Business Days during the Colorado Legislative Session, or within five (5) Business Days outside of the Colorado Legislative Session, or as described in the Change Management Plan to all requests from the Department during the month -OR- the Department made no requests during the month. This time period shall begin on the first Business Day following the day the Department notifies the Contractor of the request. The response date shall be the date the official response is sent to the Department by the Contractor.	\$907.00	\$1,081.00	\$1,129.00	\$2,490.00	\$2,400.00	\$2,420.00	\$2,497.00	\$2,577.00	\$2,633.00	\$2,691.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
Close all transmittals within five (5) Business Days of receipt of final criteria, except for transmittals that require mass reprocessing. If a transmittal requires a mass reprocessing, the transmittal must be closed within eight (8) Business days of receipt. Gainwell may request an extension onto the due date on any complex transmittal or where other circumstances create a delay in processing. The Department may grant the Contractor an extension of the due date on any transmittal.	N/A	N/A	N/A	\$3,730.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00
Reference #1320: All unscheduled System downtime was reported to the Department within thirty (30) minutes of when the incident began during the month -OR- no unscheduled downtime occurred during the month.	\$907.00	\$1,081.00	\$1,129.00	\$2,490.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00
Reference #1446: Ninety-nine percent (99%) of providers enrolled during the month were enrolled properly. The Contractor shall select a random sample, as agreed by the Parties, of enrollment applications processed to enrolled status during a calendar month. The selected applications shall be reviewed against specified standards and criteria to determine accuracy.	\$1,391.00	\$1,657.00	\$1,730.00	\$3,730.00	\$3,600.00	\$3,630.00	\$3,746.00	\$3,865.00	\$3,949.00	\$4,035.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
Reference #1620: The Contractor provided the ability to generate and distribute notification letters to providers for accounts receivables through multiple channels (e.g., paper, email, web posting) as defined by Department. The Contractor generated a follow-up letter within thirty (30) calendar days after delivery of the initial letter.	\$907.00	\$1,081.00	\$1,129.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reference #1624: The Contractor supported at least one (1) provider payment cycle weekly for each week during the month, unless the Department directed the Contractor to not make a payment.	\$3,662.00	\$4,365.00	\$4,556.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Reference #1858: The IVR was available 24 hours a day/7 days a week during the month except for periods of scheduled downtime that was approved in advance by the Department.	\$1,246.00	\$1,485.00	\$1,550.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A
All hard copy claims missing required data were returned within two (2) Business Days of receipt of the claim -OR- no hard copy claims were received that were missing required data.	\$907.00	\$1,081.00	\$1,129.00	\$2,490.00	\$2,400.00	\$2,420.00	\$2,497.00	\$2,577.00	\$2,633.00	\$2,691.00
The Contractor generated a digital image of all paper claims and entered all paper claims into the MMIS within five (5) Business Days of receipt.	N/A	N/A	N/A	\$2,490.00	\$2,400.00	\$2,420.00	\$2,497.00	\$2,577.00	\$2,633.00	\$2,691.00
All unique Internal Control Numbers to all claims, attachments, and adjustments were assigned with a date that reflects no later than one (1) Business Day after the date of receipt at the Contractor's site.	\$762.00	\$908.00	\$948.00	N/A	N/A	N/A	N/A	N/A	N/A	N/A

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
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PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
<p>The Contractor maintained a Quality Control (QC) score of ninety-eight percent (98%) or above in the following tasks:</p> <ul style="list-style-type: none"> <li>-Claims Resolution (edits, audits, and manual priced Claims.</li> <li>-TPL, overpayment and self-disclosure checks</li> <li>-Transmittals.</li> </ul> <p>To calculate the QC score, select a random sample of claims, checks, or transmittals that is statistically significant at a ninety percent (90%) confidence level, based on using a Z-Score of 1.65, and with a margin of error not to exceed five percent (5%) based on the number of claims, checks, or transmittals received during the month.</p>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00	\$4,685.00	\$4,834.00	\$4,939.00	\$5,047.00
<p>For all third-party liability (TPL) payments, repayments of overpayments, and self-disclosure repayments made to the Department by check, the following shall be completed within ten (10) Business Days of initial receipt of the checks:</p> <ul style="list-style-type: none"> <li>-Cash the check</li> <li>-Create a Cash Receipt record</li> <li>-Apply the repayment amount to claims, except in those cases where the number of claims impacted exceeds one hundred (100), in which case Gainwell may request an extension to the due date; and</li> <li>-Return any overpayment to payer.</li> </ul>	N/A	N/A	N/A	\$4,660.00	\$4,500.00	\$4,540.00	\$4,685.00	\$4,834.00	\$4,939.00	\$5,047.00

MONTHLY QMP FOR ONGOING OPERATIONS AND ENHANCEMENT										
[CONTRACT YEAR: November 1 <sup>st</sup> – October 31 <sup>st</sup> (except as otherwise specified below)]										
PERFORMANCE STANDARDS	YEAR 1	YEAR 2	YEAR 3		YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9
	2016-2017	2017-2018	2018-2019		2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
			(Nov-Aug)	(Sep-Oct)						(Nov -Apr)
	SFY 16-17	SFY 17-18	SFY 18-19	SFY 19	SFY 19-20	SFY 20-21	SFY 21-22	SFY 22-23	SFY 23-24	SFY 24-25
<b>*Reference 29-2022:</b> 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.	<b>Batch Failures (per month)</b>									
	Zero (0):						\$25,000	\$25,000	\$25,000	\$25,000
	One (1) failure:						\$20,000	\$20,000	\$20,000	\$20,000
	Two (2) failures:						\$15,000	\$15,000	\$15,000	\$15,000
	Three (3) failures:						\$10,000	\$10,000	\$10,000	\$10,000
	Four (4) failures:						\$5,000	\$5,000	\$5,000	\$5,000
	Five (5) or more						\$0.00	\$0.00	\$0.00	\$0.00
<b>*Reference 29-2022:</b> 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.	N/A	N/A	N/A	N/A	N/A	N/A	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
<b>TOTAL OF ALL MONTHLY QMPS</b>	<b>\$59,986</b>	<b>\$71,493</b>	<b>\$74,627</b>	<b>\$74,600</b>	<b>\$72,000</b>	<b>\$72,620</b>	<b>\$183,755</b>	<b>\$188,061</b>	<b>\$191,501</b>	<b>\$195,027</b>

\* Excused Performance: Contractor shall not be responsible for a failure to meet any QMP (with respect to the work and services relating to the PAI) to the extent it is caused by an event or circumstances beyond Contractor's or its subcontractor's control.

**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.