

# CONTRACT AMENDMENT #26

## 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> 14-64254A26
<b>Current Contract Maximum Amount</b>		<b>Contract Performance Beginning Date</b> 2/28/2014
Initial Term		
State Fiscal Year 2013-14	\$9,201,096.00	<b>Current Contract Expiration Date</b> October 31, 2023
<b>Extension Terms</b>		
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	\$43,020,009.05	
State Fiscal Year 2022-23	\$32,236,449.80	
State Fiscal Year 2023-24	\$16,570,243.99	
<b>Total for All State Fiscal Years</b>		\$334,575,707.00

### 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;"><b>CONTRACTOR</b> Gainwell Technologies LLC Paul Saleh, CEO</p> <p>DocuSigned by: <i>Paul Saleh</i> C6B903FEA402401...</p> <p style="text-align: center;">3/29/2022 Date: _____</p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by: <i>KB</i> 0B6A84797EAB493...</p> <p style="text-align: center;">3/29/2022 Date: _____</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;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by: <i>Greg Tanner</i> 0BE0F4E0000G45C...</p> <p style="text-align: center;">3/30/2022 Amendment Effective Date: _____</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 **§1.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 for Contractor to satisfy and/or implement concerning Technical Framework Hypothetical (TFH) and Streamlined Eligibility.
- Specify the *NCCI Technical Guidance Manual for Medicaid Services* standards Contractor is required to follow relating to use of the secure RISSNET portal edit files.
- Add requirements for Contractor to collaborate with the Colorado Department of Human Services and the Department to make modifications and enhancements to the interChange and implement the new behavioral health benefit plan.
- Add budget to the Contract to facilitate the above-mentioned items.

## 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
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State Fiscal Year 2022-23	\$32,236,449.80
State Fiscal Year 2023-24	\$16,570,243.99
<b>Total for All State Fiscal Years:</b>	<b>\$334,575,707.00</b>
<b><i>Funding Changes in Contract Amendment 26</i></b>	
<b>Streamlined Eligibility</b>	
<ul style="list-style-type: none"> <li>Added \$492,000 to SFY 2021-2022 for Streamline Eligibility services.</li> </ul>	
<b>Behavioral Taskforce Services</b>	
<ul style="list-style-type: none"> <li>Added \$1,800,000 to SFY 2021-2022 for Behavioral Taskforce modification and enhancement Services.</li> </ul>	

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, Sections 28.16 is hereby added as follows:**

- 28.16 Throughout the Ongoing Operations and Enhancement Contract Stage of the Contract, Contractor and applicable sub-contractors shall act in accordance with the following standards from Section 7.1.3 of the NCCI Technical Guidance Manual for Medicaid Services, effective February 28, 2021, when using Medicaid NCCI files posted on the secure RISSNET portal:
  - 28.16.1 Disclosure shall be limited to only those responsible for the implementation of the quarterly state Medicaid NCCI edit files.
  - 28.16.2 After the start of the new calendar quarter, a Contracted Party may disclose only non-confidential information contained in the Medicaid NCCI edit files that is also available to the general public found on the Medicaid NCCI webpage.
  - 28.16.3 The Contracted Party agrees to use any non-public information from the quarterly state Medicaid NCCI edit files only for any business purposes directly related to the implementation of the Medicaid NCCI methodologies in the particular state.
  - 28.16.4 New, revised, or deleted Medicaid NCCI edits shall not be published or otherwise shared with individuals, medical societies, or any other entities unless it is a Contracted Party prior to the posting of the Medicaid NCCI edits on the Medicaid NCCI webpage.
  - 28.16.5 Implementation of new, revised, or deleted Medicaid NCCI edits shall not occur prior to the first day of the calendar quarter.
  - 28.16.6 Only a state Medicaid agency has the discretion to release additional information for selected individual edits or limited ranges of edits from the files posted on the secure RISSNET portal.
  - 28.16.7 State Medicaid agencies must impose penalties, up to and including loss of contract, for violations of any confidentiality agreement relating to use of the secure RISSNET portal edit files.

**C. EXHIBIT C, REQUIREMENTS, Sections 74.38.34 through 74.38.34.12.3, are hereby added as follows:**

**74.38.34 Reference Amendment 26-2021: Streamlined Eligibility**

- 74.38.34.1 Contractor shall incorporate User Interface additional fields into the Care and Case Management system (CCM) to capture the (i) Period of Ineligibility, and (ii) Level of Care Code, as provided in greater detail below.
- 74.38.34.2 Contractor will work with the Department to define up to three (3) custom reports to provide visibility to the work in progress associated with Streamlined Eligibility.
- 74.38.34.3 Contractor will modify the PEAKPro interface file layout to address the following business needs:
  - 74.38.34.3.1 When a Client is discharged from one nursing facility and admitted to another, the CCM system shall send PEAKPro multiple nursing facilities (NPI, admit date, and discharge date) and not just one.
  - 74.38.34.3.2 With the implementation of streamline eligibility, the program status is no longer relevant to CBMS/PEAKPro. The CCM system will send the appropriate Level of Care (LOC) / LOC changes and the respective programs.
  - 74.38.34.3.3 The CCM system shall only send to PEAK Pro any changes to mailing address, LOC, and/or Nursing facility.
- 74.38.34.4 The CCM system shall send members to the PEAKPro system if any of the following conditions exist:
  - 74.38.34.4.1 Member mailing address update – value is “Y” if mailing address changed.
  - 74.38.34.4.2 Member LOC update – value is “Y” if LOC-related information changed.
  - 74.38.34.4.3 Member nursing facility update – value is “Y” if nursing-facility-related information changed.
- 74.38.34.5 The member mailing address update flag value will be set to “Y” if any of the following conditions occur, and none of the filtering conditions listed in the filtering section apply:
  - 74.38.34.5.1 The address that is already flagged as "preferred mailing" has a change to any of the following fields: address1, address2, city, state, or zip.
  - 74.38.34.5.2 An address is newly flagged as "preferred mailing".

- 74.38.34.6 The member LOC update value will be “Y” if any of the following conditions occurs for any of the member’s LOC records, and none of the filtering conditions listed in the filtering section apply:
  - 74.38.34.6.1 A new level of care record is added – either by the user, or programmatically when a new assessment is completed,
  - 74.38.34.6.2 If one or more of the LOC related fields are changed:
    - 74.38.34.6.2.1 LOC Determination Decision,
    - 74.38.34.6.2.2 LOC Determination Date,
    - 74.38.34.6.2.3 LOC Start Date,
    - 74.38.34.6.2.4 LOC End Date,
    - 74.38.34.6.2.5 LOC Type Code,
    - 74.38.34.6.2.6 HCA need paid care score,
    - 74.38.34.6.2.7 HCA payment effective date,
    - 74.38.34.6.2.8 HCA authorized amount.
  - 74.38.34.7 If LOC Type Code is being derived from program type code, and multiple program type code values map to a single LOC Type Code, then the trigger condition is not a change to program type code but to LOC Type Code. For example, if the program type code changes from EBD to BI, both these values map to the “Universal waiver” LOC Type Code, so this would not trigger a change.
  - 74.38.34.8 The member nursing facility update value will be “Y” if any of the following conditions occur for any of the members provider records with a provider type code of 20 (Nursing Facility) or 21 (Nursing Facility – ICF/IID), and none of the filtering conditions listed in the filtering section apply:
    - 74.38.34.8.1 A new provider of type 20 or 21 is added to the member on the Care Team panel,
    - 74.38.34.8.2 A provider of type 20 or 21 is modified on the Care Team panel (start/admit or end/discharge dates),
    - 74.38.34.8.3 A provider of type 20 or 21 is voided from the Care Team panel.
    - 74.38.34.9 Contractor will update the filtering logic to account for the following:

- 74.38.34.9.1 Conversion of program type codes to PEAKPro codes.
- 74.38.34.9.2 Conversion of program status codes to PEAKPro status code will be removed. Program status will be removed from the PEAKPro layout.
- 74.38.34.10 Contractor will update the waiver logic as follows:
  - 74.38.34.10.1 Additions/Updates to the member waiver eligibility business rules will be configured to accommodate the new universal aid code.
  - 74.38.34.10.2 A rule will be added that if a member has a WAWD/B3 as part of their eligibility, then the member will be limited to one of the following waivers: EBD, CHMS, BI, SLS, or SCI.
  - 74.38.34.10.3 A new rule will be added to end date a member's waiver eligibility based on TXIX benefit being ended.
- 74.38.34.11 Contractor shall update the CCM system BIDM extracts to include all fields added to support Section 74.38.23 Streamlined Eligibility.
- 74.38.34.12 Contractor shall design the CCM system to support Section 74.38.23 Streamlined Eligibility so that the following items are configurable items:
  - 74.38.34.12.1 Health coverage information to reflect changes to the same in the source systems.
  - 74.38.34.12.2 CCM Tool mapping changes.
  - 74.38.34.12.3 New aid code/level of care type combinations.

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

**98 Colorado Department of Human Services Behavioral Health Integration**

98.1 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 new behavioral health benefit plan.

98.1.1 The MMIS shall be configured to:

98.1.1.1 Accept new member types from Colorado's eligibility system,

98.1.1.2 Enroll new types of providers that serve the population,

- 98.1.1.3 Process medical claims based on the program rules, and
- 98.1.1.4 Establish new fund codes to appropriately allocate payments specific to the new plan.
- 98.1.1.5 Other configurations as specified by the Department.
- 98.1.2 The above-mentioned configurations shall be completed by the date as mutually agreed upon through the project change control process.
- 98.1.3 Contractor shall manage the implementation of the new behavioral health benefit plan as a project.
- 98.1.4 Contractor shall invoice project costs based on rates referenced in EXHIBIT E, ENHANCEMENT PROJECTS, Section 1.1.3.1 Enhancement Project Rate Table.
- 98.1.4.1 Contractor will invoice for related project work using a distinct line referencing “Amendment 26 – Behavioral Health Benefit Plan” on monthly enhancement hours invoices.

**E. EXHIBIT E, ENHANCEMENT PROJECTS, Section 1.1.3, is hereby deleted in its entirety and replaced as follows:**

1.1.3 Enhancement Projects

1.1.3.1 Enhancement Project Rate Table

<b>Enhancement Project Position</b>	<b>Base Hourly Rate</b>
Configuration Staff	\$129.40
Customization Staff	\$140.15
Testing and Validation Staff	\$98.13
Business Analyst Staff	\$129.21
Technical Writing and System Documentation Staff	\$77.93
Project Management Staff	\$155.64
CCM Project Manager	\$154.29
CCM Senior Business Analyst	\$150.00
CCM Business Analyst	\$128.57
CCM Senior Technical Analyst / Clinical Lead	\$140.00
CCM Technical Analyst	\$122.86
CCM Architect/Infrastructure Lead	\$167.14
CCM Infrastructure Engineer	\$118.57



CCM Configuration Lead	\$150.00
CCM Configuration Analyst	\$97.14
CCM Development Lead	\$171.43
CCM Dev Ops Engineer Senior	\$150.00
CCM Dev Ops Engineer	\$107.14
CCM ETL Developer Senior	\$144.29
CCM ETL Developer	\$135.71
CCM Production Support Senior	\$128.57
CCM Production Support Analyst	\$102.86
CCM QA Tester Senior	\$107.14
CCM QA Tester	\$85.71

1.1.3.2. The Department shall pay the contractor for each Enhancement project for the hours described in the Department-approved requirements for that Enhancement project.

1.1.3.3. All Enhancement project hours shall be paid based on the rates as follows:

1.1.3.3.1. The base hourly rates shown in the Enhancement Project Rate Table above are valid for SFY 2021-22, starting January 1, 2022.

1.1.3.3.2. For each SFY thereafter, starting July 1, 2022, the base hourly rate shall increase by 2.18% per SFY.

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**F. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.20, Streamlined Eligibility Compensation, is hereby added as follows:**

1.1.20 Reference Amendment 26-2021: Compensation for Streamlined Eligibility Deliverables is as follows:

<b>Deliverable</b>	<b>Acceptance Criteria for Payment</b>	<b>Payment Amount</b>
Requirements Validation Document no later than April 1, 2022	Department approval of the Requirements Validation Document	\$123,000
Technical Design Specifications Document no later than April 1, 2022	Department approval of the Technical Design Specifications Document	\$123,000
Start of User Acceptance Testing no later than July 1, 2022	Department approval of User Acceptance Testing Entrance Criteria as defined in Section 1.1.15.3.1.	\$123,000
Approval of Post Implementation Activities	Achievement of steady state operations through Department approval of post implementation activities included in the post implementation checklist.	\$123,000

**G. EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, SECTION 1.1.21 is hereby added as follows:**

1.1.21 Reference Amendment 26-2021: The total amount invoiced by Contractor for the additional staff resources described in Exhibit C, Section 98 for Behavioral Health Integration services shall, under no circumstances, exceed the Total Maximum Amount Per Fiscal Year listed in the following table:

<b>State Fiscal Year</b>	<b>Total Maximum Amount Per State Fiscal Year</b>
SFY 2021/2022	\$1,800,000

**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.

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