




CONTRACT ASSIGNMENT #1

SIGNATURE AND COVER PAGE

State Agency Department of Health Care Policy and Financing	Assignee Public Knowledge, LLC.
Original Contractor - Assignor SLI Global Solutions, LLC dba SLI Government Solutions	Original Contract Number 20-139453
Current Contract Maximum Amount Initial Term State Fiscal Year 2019-20 \$3,000,000.00 Extension Terms State Fiscal Year 2020-21 \$2,200,000.00 State Fiscal Year 2021-22 \$2,200,000.00 State Fiscal Year 2022-23 \$2,200,000.00 State Fiscal Year 2023-24 \$2,200,000.00 Total for All State Fiscal Years \$11,800,000.00	Assignment Contract Number 20-139453AS1 Contract Performance Beginning Date August 2, 2019 Current Contract Expiration Date 6/30/2021


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.

ORIGINAL CONTRACTOR - ASSIGNOR SLI Global Solutions, LLC DocuSigned by:  3CDBDB36C19842E... By: Steve Esposito, CEO 4/7/2021 Date: _____	ASSIGNEE Public Knowledge, LLC. DocuSigned by:  5A70B086F9FC4EE... By: Stacey Obrecht, President 4/7/2021 Date: _____
STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director DocuSigned by:  0B6A84797FA8493 By: Kim Bimestefer, Executive Director 4/7/2021 Date: _____	2nd State Signature if Needed N/A By: Name & Title of Person Signing for Signatory Date: _____

In accordance with §24-30-202 C.R.S., this Assignment 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:

BBE0F4C030DC45C...
By: _____
Department of Health Care Policy and Financing - Please delete if contract will be routed to OSC for approval
4/8/2021
Assignment Effective Date: _____

1. PARTIES

This Assignment (the "Assignment") to the Original Contract shown on the Signature and Cover Page for this Assignment (the "Contract") is entered into by and between the Contractor, as defined

in the Original Contract, (in this document called the “Assignor”), the Assignee shown on the Signature and Cover Page for this Assignment and the State.

2. TERMINOLOGY

Except as specifically modified by this Assignment, all terms used in this Assignment that are defined in the Contract shall be construed and interpreted in accordance with the Contract. Upon the date performance under this Assignment commences, as described in §Error! Reference source not found. of this Assignment, the term “Contractor” in the Contract and all modifications to the Contract shall refer to Assignee.

3. ASSIGNMENT EFFECTIVE DATE AND TERM

A. Assignment Effective Date

This Assignment shall not be valid or enforceable until the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment. The State shall not be bound to Assignee by any provision of this Assignment before that Assignment Effective Date, and shall have no obligation to pay Assignee for any Work performed or expense incurred under this Assignment either before or after of the Assignment term shown in §Error! Reference source not found. of this Assignment.

B. Assignment Term

Assignee’s and the State’s respective performances under this Assignment and the changes to the Contract contained herein shall commence on the Assignment Effective Date shown on the on the Signature and Cover Page for this Assignment and shall terminate on the termination of the Contract.

4. PURPOSE

The purpose of this Assignment is to replace Assignor under the Contract and substitute Assignee to the extent provided for in this Assignment. The contract maximum amount for State Fiscal Year 2021 and extension terms is also reduced from \$3,000,000.00 to \$2,200,000.00.

Effect of Assignment

Upon the date performance under this Assignment commences, as described in §Error! Reference source not found. of this Assignment, Assignee shall perform all duties and fulfill all obligations of Assignor under the Contract as if it were the original Contractor, subject to the following provisions:

A. Limitations to Assignment

Assignee shall perform all duties and fulfill all obligations of Assignor except to the extent limited by the agreement between Assignee and Assignor, which is attached hereto and incorporated herein as Attachment A.

B. Assignor Obligations

Assignor shall not be liable for any further performance of any duties or fulfillment of any obligations under the Contract except to the extent Assignee fails to properly perform, in

which event, Assignor, if Assignor still exists as an entity following this Assignment, shall correct such performance if requested to do so by the State.

5. MODIFICATIONS

In addition to the assignment of duties and obligations, 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 Assignment.
- 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 Assignment.

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

This Assignment is incorporated by reference into the Contract, and the Contract and all prior Assignments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Assignment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Assignment and any of the provisions of the Contract or any prior modification to the Contract, the provisions of this Assignment shall in all respects supersede, govern, and control. The provisions of this Assignment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Assignment specifically modifies those Special Provisions.

7. WAIVER

Assignor hereby waives any and all rights and claims, known or unknown, it may have against the State, effective as of the Effective Date of this Assignment. All payments and reimbursements previously made by the State to Assignor, and all other previous actions taken by the State under the Contract, shall be considered to have discharged any State obligations to Assignor thereunder. All payments made by the State after the Effective date of this Assignment in the name of or to Assignor shall have the same force and effect as if made to Assignee, and shall constitute a complete discharge of the State's obligations under the Contract to the extent of the amount paid.

8. CONSENT TO ASSIGNMENT

The State hereby consents to the assignment of this Contract between Assignor and Assignee subject to the provisions of this Assignment.