

**MMIS CLAIMS PROCESSING AND
MANAGEMENT SERVICES MODULE**
Led by the State of Montana

Master Agreement #: **MT-21091790030**

Participating Addendum (PA) #: **N-2023-MMIS-0001**

Contractor's Name: **GAINWELL TECHNOLOGIES, LLC**

Participating Entity: **STATE OF ALASKA**

1. Scope: This Participating Addendum is a bilateral agreement to the Master Agreement for MMIS Claims Processing and Management Services Module led by the State of Montana.

The following products and/or services are included in this Participating Addendum:

- Claims Processing and Management Services Module Software-as-a-Service (SaaS)
- Option A – Financial
- Option B – Call Center
- Option C – Federal Reporting

2. Participation:

Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Federally Recognized Tribes means Native entity within the State of Alaska that is on the list published by the United States Bureau of Indian Affairs in 67 Federal Register, 46331-46333. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. Pursuant to NASPO ValuePoint rules and policies, entities in those states without a State Participating Addendum to the Master Agreement are eligible to participate in the Master Agreement to the extent not prohibited by their state and local procurement laws and regulations. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory provisions applicable to the Purchasing Entity. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. Purchasing Entity will immediately notify Contractor of any change in its eligibility to purchase under this Participating Addendum. Contractor reserves the right to terminate a Purchasing Entity's ability to purchase under this Participating Addendum if at any time it is determined that Purchasing Entity is not eligible to purchase under this Participating Addendum.

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3. **Term:**
 This Participating Addendum shall become effective as of the date of the last signature below and shall terminate upon the expiration or termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
4. **Pricing:** The Maximum Amount payable under the terms of this Participating Addendum are set forth in the Master Agreement and the Contractor shall not increase the Maximum Amount. The State of Alaska chooses not to assess an administrative fee and in doing so the Contractor shall reduce their cost 2.25% as indicated in the master agreement NASPO ValuePoint Master Agreement Terms and Conditions, Section 5, Administrative Fee (page M-4).
5. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor:

Name:	Bill Woodruff
Address:	108 Black Powder Circle, Folsom, CA 95630
Telephone:	916-934-3911
Email:	bill.woodruff@gainwelltechnologies.com

Participating Entity:

Name:	Joshua Hartman
Address:	333 Willoughby Ave., Ste. 801, Juneau, AK, 99801
Telephone:	(907) 465-5758
Email:	Joshua.Hartman@Alaska.gov

6. **Participating Entity Modifications or Additions to the Master Agreement:** This Participating Addendum incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, and additions:
- 1) **Required Reports:** Contractor must submit quarterly reports to doa.dss.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an

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electronic usage report (Excel) which will list the following information at the minimum: purchasing entity, description of items purchased, date of purchase, contract price, retail price, and the extended price for each transaction. These reports are due 30 days after the end of the quarter.

First Quarter:	July 1 through September 30
Second Quarter:	October 1 through December 31
Third Quarter:	January 1 through March 31
Fourth Quarter:	April 1 through June 30

- a) Any quarter with zero sales must be reported as zero sales. This may be done electronically via email to doa.dss.vendorreport@alaska.gov.
- 2) Shipping is to be FOB destination
- 3) **Non-Appropriation of Funds:** The Contractor acknowledges that the Purchasing Entity cannot contract for the payment of funds not yet appropriated. If funding is reduced due to an order by the Legislature or the Governor, or is required by State law, or if federal funding (when applicable) is not provided for a subsequent fiscal year, the Purchasing Entity may cancel or proportionately reduce the services and purchase obligations from the State at the end of the then current fiscal year upon thirty (30) days written notice. In the case that funds are not appropriated for a subsequent fiscal year or are reduced for a subsequent fiscal year, the Purchasing Entity will reimburse Contractor for products delivered or services performed through the date of cancellation or reduction, and the Purchasing Entity will not be liable for any future commitments, penalties, or liquidated damages.
- 4) Details of any purchase made under this PA will be agreed to in an ordering document between the vendor and contracting agency.
7. **Orders:** Any order placed by a Participating Entity for a product and/or service from this Participating Addendum shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement.

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IN WITNESS, WHEREOF, the parties, having read Master Agreement and this Participating Addendum in their entirety, hereto do agree to each and every particular within the Master Agreement and have set their hands hereunto, as of the date of execution by both parties below:

Participating Entity: State of Alaska	Contractor: Gainwell Technologies LLC
Signature: 	Signature: 
Name: Joshua Hartman	Name: Paul Saleh
Title: Contracting Officer 3	Title: President & CEO
Date: 1/18/2023	Date: 1/18/2023

Please note: Fully executed NASPO ValuePoint Participating Addendums must be submitted, via email in pdf format, to: pa@naspovaluepoint.org