

Master Agreement #: 18091790040

Contractor: GAINWELL TECHNOLOGIES LLC

Participating Entity: **STATE OF MISSOURI**

The following products or services are included in this contract portfolio:

- *Core Provider Services (Enrollment, Screening and Monitoring, Revalidation, and Maintenance)*
- *Option B – Provider Enrollment and Management Customer Care Services*
- *Option A – Provider Self Service Portal*
 - *Uploading Files,*
 - *View/Download Files,*

The following Option A items are included in the agreement, but are deferred for future implementation:

- *Online Provider Appeal Request*
- *Self-Service Member Eligibility and Limit Verification Inquiry,*
- *Self-Service Claim Status Inquiry,*
- *Claims Based Medical History,*
- *Self-Service Primary Care Case Management (PCCM) Member Display,*
- *Online access to enter claims*

The following products or services are not included in this agreement:

- *N/A*

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the *MMIS-Provider Services Module* for DPHHS MPATH RFP#: DPHHS-RFP-2018-0127JT led by the State of *Montana* for use by the State of Missouri's Department of Social Services' Missouri Medicaid Audit & Compliance (MMAC) unit.
2. Participation: This NASPO ValuePoint Master Agreement may only be used by the State of Missouri's Department of Social Services' Missouri Medicaid Audit & Compliance (MMAC) unit. Other state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Missouri are not authorized to use the contract without written approval by the State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

3. Access to MMIS-Provider Services Requires State Medicaid Director's Approval: Unless otherwise stipulated in this Participating Addendum, specific services accessed through the NASPO ValuePoint cooperative Master Agreements for Provider Services by state executive branch agencies are subject to the authority and prior approval of the State Medicaid Director's Office. The State Medicaid Director means the individual designated by the state Governor within the Executive Branch with enterprise-wide responsibilities for leadership and management of Medicaid information resources of a state.
4. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Lead State:

Name:	Nolan Harris
Title:	Contracts Officer
Address:	Department of Administration
Telephone:	406.444.7210
Email:	nolan.harris@mt.gov

Contractor:

Name:	Tonya Evans
Address:	5615 High Point Drive, Irving, TX 75038
Telephone:	262-672-1642
Email:	tonya.evans@gainwelltechnologies.com

Participating Entity:

Name:	Brent Dixon
Address:	301 W. High Street, Room 630, Jefferson City, MO 65101
Telephone:	(573) 751-4903
Email:	Brent.dixon@oa.mo.gov

Participating Entity Modifications Or Additions To The Master Agreement

5. Modifications or Additions: These modifications or additions apply only to actions and relationships within the Participating Entity.

- See attached State of Missouri Cooperative Contract Document CT250411001
- For informational purposes, the contractor is requested to complete Attachment 1 of this Participating Addendum regarding their economic impact to the State of Missouri.
 - a. For the purposes of the Master Agreement and the Participating Addendum, all references to “DXC Technology Services, LLC” are replaced with “Gainwell Technologies LLC”.
 - b. For the purposes of the Participating Addendum, references to the Effective Date in the Master Agreement are defined by the Participating Addendum Term outlined below:

The term of this Participating Addendum includes (a) Design, Development, and Implementation period of [1] year [6] months and (b) an operations services period through May 31, 2028 (collectively the “Base Term”). The Base Term consists of two timeframes: 1) date of award through May 31, 2025 (aligns with to current contract expiration date at the time the participating addendum is executed) and 2) June 1, 2025 through May 31, 2028 (aligns with the contract period that will be in effect upon the State of Montana’s and NASPO ValuePoint’s execution of a contract amendment to initiate the three remaining renewal options available in the State of Montana’s contract).

If the State of Montana and NASPO ValuePoint agreement is revised in a manner that permits the State of Missouri to continue to participate and contract for services from Gainwell thereunder beyond May 31, 2028, the parties may agree to extend this contract in accordance with timeframes addressed as a contract revision by the State of Montana and NASPO ValuePoint.

Once the State of Montana and NASPO ValuePoint contract ends, the State of Missouri intends to continue to utilize the provider enrollment solution from Gainwell for years to come. To continue utilization of the provider enrollment solution from Gainwell, the State of Missouri will either 1) establish a cooperative contract off the subsequent contract competitively bid by a public entity in accordance with 34.046, RSMo., 2) award a single feasible source contract if the provisions of Section 34.044, RSMo are met, or 3) if options 1)

and 2) are not viable, then award a contract through the competitive bid process issued by the State of Missouri.

- c. Section 1 Definitions, the definition of “Subcontractor” is amended by adding the following to the existing language:

Notwithstanding the foregoing, a Subcontractor is not:

1. an individual or entity that is engaged by Contractor to provide (a) services on a leveraged basis either globally or regionally for multiple Contractor customers; (b) Information Technology (IT) Infrastructure, network, storage, hosting, or telecommunications services; (c) software or software support services; (d) contingent or supplemental staff; (e) professional services; or (f) back office services;
 2. a Contractor affiliate; or
 3. an ordinary course of business vendor
 4. IT infrastructure, network, storage, hosting, professional services, and/or software providers.
- d. Section 1: Definitions, a definition of “Third-Party Software” is added: Software and documentation the Contractor supplies to the Department pursuant to the Contract for use with Deliverables and Services, and which are; (a) developed by third parties; (b) generally distributed for commercial use; and (c) not specifically designed or developed for the Department, including, operating system software, tools, utilities, and commercial-off-the-shelf software. Contractor reserves the right to remove or replace Third Party Software provided there is no material impact to functionality, performance and /or service levels.
 - e. Subsection 3.2, Maximum Amount and No Increases. The Maximum Amount under the Master Agreement and Appendix A shall be as specified in the Participating Addendum.

The total DDI cost and operations cost for the scope identified above for this Participating Addendum is outlined in Attachment G, Pricing Schedules. Pricing included in Attachment G, Pricing Schedules that would apply after May 31, 2028 shall only be applicable if the State of MT and NASPO ValuePoint amend the contract to allow for additional time to be available under the contract for operations.

- f. Subsection 4.2, Contractor's Project Manager and Contractor's Contract Manager. The Contractor designates its Contract Manager and Project Manager in the Participating Addendum.

Per Master Agreement Section 4.2.4 the Contractor's Project Manager for this Participating Addendum is:

(Name): Atul Mehta
(Address): 5615 High Point Drive
(City, State, ZIP): Irving, TX 75038
(Telephone #): 1-344-498-0363
(E-mail): atul.mehta@gainwelltechnologies.com

Per Master Agreement Section 4.2.5 the Contractor's Contract Manager for this Participating Addendum is:

(Name): Tonya Evans
(Address): 5615 High Point Drive
(City, State, ZIP): Irving, TX 75038
(Telephone #): (262) 672 - 1642
(E-mail): tonya.evans@gainwelltechnologies.com

- g. Subsection 4.4, Participating Entity's Contract Manager and Project Manager. The Participating Entity will designate its Contract Manager and Project Manager in the Participating Addendum.

Per Master Agreement Section 4.4.1 the Department's Project Manager for this Participating Addendum is:

(Name): Michael McNail and Carolyn Ellis
(Address): 3418 Knipp Drive, Ste. F / 615 Howerton Ct.
(City, State, ZIP): Jefferson City, MO 65109 / Jefferson City, MO 65109
(Telephone #): 573-526-8559 / 573-526-7614

(E-mail): Michael.G.Mcnail@dss.mo.gov / Carolyn.ellis@oa.mo.gov

Per Master Agreement Section 4.4.2 the Department's Contract Manager for this Participating Addendum is:

(Name): Richard Ferrari

(Address): 3418 Knipp Drive, Ste. F

(City, State, ZIP): Jefferson City, MO 65109

(Telephone #): 573-751-5296

(E-mail): Richard.Ferrari@dss.mo.gov

- h. Master Agreement Appendix C - Attachment G – Pricing Schedules. Schedules A (Cost Summary), B (DDI Payment Milestones), C (Cost of Operations) and D (Enhancement Pool Hours) to Attachment G of the Master Agreement – Appendix C shall be as specified in the Participating Addendum.

The Pricing Schedules for this Participating Addendum are attached and incorporated as Exhibit 1 - Revised Attachment G – Pricing Schedules.

- i. Master Agreement Section 7.2.1.

The Work Plan as required in Master Agreement Section 7.2.1 is attached and incorporated as Exhibit 2 – Project Work Plan.

Exhibit 2 – Project Work Plan - Any changes to the Work Plan approved in the Participating Addendum must be baseline ready and submitted to the Department no later than thirty (30) calendar days following the Participating Addendum Effective Date and receive Department's approval no later than forty-five (45) calendar days following the Participating Addendum Effective Date. During this thirty (30) day period, Work Plan tasks, resource assignments, and task hours may be elaborated but major milestone dates must not change. Once the Work Plan is baselined, Work Plan tasks may be elaborated but major milestone dates must not change and only minimal changes to the total Work Plan hours will be permitted. Major milestone dates may only be changed through an amendment of the Participating Addendum.

- j. Master Agreement Section 8.1.1 is amended by adding a new section 8.1.1.1 as follows:
- 8.1.1.1 Upon expiration of the Term or earlier termination of the Agreement, Contractor will grant to the Department, without additional license fees, a nonexclusive perpetual license to use Gainwell's provider modules (exclusive of all third party software) ("Contractor Platform"), in use at the end of the Agreement, solely to support the Department's internal operations, subject to Contractor's then-current license terms and conditions and exclusive of any license to third-party embedded components or third-party software or hardware required for the operation of the Contractor Platform. Continued maintenance and support services, including updates if offered by the Contractor, will be provided pursuant to Contractor's then-current terms and conditions for such services, including applicable maintenance and support fees. The continued use of such Contractor Platform is contingent upon the Department obtaining all required third-party software licenses, hardware rights, and paying any associated third-party license fees (including but not limited to royalties) as necessary for the operation of the Contractor Platform."
- k. Master Agreement Section 15 Letter of Credit is amended as follows:
- In Sections 15.1, 15.2 and 15.3 are amended to reflect that "Letter of Credit" is stricken and replaced with "Performance Bond".
 - In Section 15.2, Appendix D "Irrevocable Letter of Credit" is replaced with Participating Addendum Appendix XX "Sample Standard Performance Bond".
 - In Section 15.3 "State Procurement Bureau, P.O. Box 200135, Helena, MT 59620-0135" is stricken and replaced with "301 W. High Street, Room 630, Jefferson City, MO 65101".
 - Appendix D Letter of Credit shall not apply to this Participating Addendum. The parties agree that Appendix XX Sample Standard Performance Bond attached to the Participating Addendum shall apply.
- l. Master Agreement Section 18 Insurance is amended as follows:
- In Section 18.1.2, "\$2,000,000 per occurrence" is amended to reflect "\$2,000.000 per claim".
 - In Section 18.1.4,
 - "\$3 million per occurrence" is amended to reflect "\$3 million per claim"
 - subsection (iv) is amended by striking "postage, advertising"

- the following subsections are stricken: (viii) cyber-terrorism; (x) EFT, computer, and electronic transmissions fraud and theft, and (xi) other cyber-liability and cyber-crime expenses

m. Master Agreement Appendix C - Attachment F – Requirements Matrix.

An updated Attachment F – Requirements Matrix has been included is attached and incorporated as Exhibit 3 – Revised Requirements Matrix.

In the requirements in Attachment F, the terms “Department” and “Agency” are replaced by “the State of Missouri on behalf of the Department of Social Services, MMAC”.

In the requirements in Attachment F, the terms “Medicaid Enterprise Certification Toolkit” or “MECT” are replaced by “Streamlined Modular Certification” or “SMC”.

In Attachment F, the following requirements are modified to indicate that user access and authorized functionality is role-based:

- Data Conversion, Cleansing and Migration DC02
- Data Management DM23
- Integration INT61
- Maintenance PMNT17
- Maintenance PMNT25
- Maintenance PMNT26
- Maintenance PMNT29
- Maintenance PMNT30
- Maintenance PMNT43
- Maintenance PMNT44
- Reporting REP104
- Reporting REP107
- Reporting REP111
- Reporting REP112
- Self-Service Claims Based Medical History PSER21
- Self-Service Member Eligibility PSER04
- Self-Service Online Claims Entry PSER36

Self-Service Online Claims Entry PSER37

Self-Service Portal PSER09

In Attachment F, the term 'Member' shall mean “Missouri Medicaid Participant or Recipient” and the member component of the following requirements shall be considered out of scope as not directly related to provider enrollment services:

Data Conversion, Cleansing and Migration DC01

Data Management DM117

Correspondence Management COR10

n. Exhibit 4 – Revised Appendix B – Performance Standards

An updated Appendix B – Performance Standards has been included is attached and incorporated as Exhibit 4 – Performance Standards.

In the requirements in Attachment J, the terms “Department” and “Agency” are replaced by “State Agency as defined in the Missouri Cooperative Contract CT250411001”.

o. Exhibit 5 - Attachment H – Resource Allocation Schedule

An updated Attachment H – Resource Allocation Schedule has been included is attached and incorporated as Exhibit 5 – Resource Allocation Schedule.

p. Exhibit 6 – Approved Resumes for Key Personnel

Approved resumes for the Contractor’s Key Personnel have been included in Exhibit 6 – Approved Key Personnel.

6. Administrative Fees to be paid by the Contractor:

- a) The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) on DDI payments received from the Participating Entity no later than sixty (60) days following the end of each calendar quarter.

7. Subcontractors: If applicable, all contactors, dealers, and resellers authorized in the State of Missouri, as shown on the dedicated Contractor (cooperative contract)



website, are approved to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.

8. Orders: Any order placed by a Participating Entity or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.

IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

The parties hereto, having read this Contract in its entirety, including all attachments hereto do agree thereto in each and every particular. In witness thereof, the parties have set their hands hereunto as of the Effective Date.



MMIS-PROVIDER SERVICES MODULE
Led by the State of Montana

Participating Entity:

**The State of Missouri, OA – Division Of
Purchasing**

Contractor:

Gainwell Technologies LLC

By: Karen Boeger

Printed Name:

Title: Director

Date: 3/28/25

By: 

Printed Name: Mark Knickrehm

Title: President and Chief Executive Officer

Date: 03/25/2025

Federal ID No.: 27-1510177

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ATTACHMENT 1

MISSOURI ECONOMIC IMPACT

The utilization of Missouri businesses and Missouri employees and other positive economic impact in the provision of the products and/or services under the agreement between the State of Missouri and the vendor is highly desirable for the State of Missouri. Therefore, please provide responses to the following to describe your Missouri economic impact.

1. Provide a description of the company's economic presence within the State of Missouri, including Missouri employees statistics, Missouri business facilities (size, type of facility, location), Missouri subcontractors, etc.
Gainwell currently has 72 employees residing in Missouri. Gainwell is currently considering two possible business facility locations in Jefferson City, MO each consisting of approximately 4000 sq. ft. We are not planning to use subcontractors for this contract at this time.
2. Provide a description of the proposed services that will be performed and/or the proposed products that will be provided by the Missourians and/or Missouri products under Missouri Contract Number CT250411001.
As outlined in the NASPO ValuePoint Agreement, Core Provider Services (Enrollment, Screening and Monitoring, Revalidation, and Maintenance); Option A – Provider Self Service Portal: uploading files, view/download files; Option B – Provider Enrollment and Management Customer Care Services.
3. Provide a description of the economic impact returned to the State of Missouri through tax revenue obligations.
For Gainwell FY2024, Gainwell remitted the following: (a) unemployment withholding in the amount of \$17,916.31 and (b) the State Income Tax in the amount of \$231,993.65. In addition, the Gainwell employees residing in Missouri are subject to state income and sales tax obligations.
4. List all Missouri certified Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) as defined at Website: <http://oeo.mo.gov> you will use in the provision of products and services under the contract:
For this contract, we do not plan to include MBE/WBE. However, for our current Missouri contract, we have partnered with Missouri-based PSRI Technologies, LLC (a Minority/Woman-Owned Business Enterprise).
5. List all Missouri Organizations for the Blind or any Missouri Sheltered Workshops as listed at Websites <http://dese.mo.gov/special-education/sheltered-workshops/directories>, <http://www.lhbindustries.com> and <http://www.alphapointe.org> you will use in the provision of products and services under the contract:
For this contract, we do not plan to use an Organization for the Blind/Sheltered Workshop. However, for our current Missouri contract, we have partnered with Lafayette Work Center Inc.



6. List all Missouri Service-Disabled Veteran Business Enterprises (SDVE's) as listed at Website <https://purch.oa.mo.gov/vendor-information/missouri-service-disabled-veteran-business-enterprise-sdve-information> you will use in the provision of products and services under the contract: Gainwell will not be utilizing a Missouri Service-Disabled Veteran Business Enterprise (SDVE) for the provision of products and services under this contract.