

**SIGNATURE DOCUMENT FOR
HEALTH AND HUMAN SERVICES COMMISSION
CONTRACT No. HHS000534500001**

The Health and Human Services Commission (“System Agency”), an administrative agency within the executive branch of the state of Texas, and Gainwell Technologies LLC (“Contractor”), having its principal office at 355 Ledgelawn Drive, Conway, AR 72034, (each a “Party” and collectively the “Parties”), enter into the following agreement (“Contract”) for Vendor Drug Program (VDP) Pharmacy Benefits Modernization.

I. LEGAL AUTHORITY

The services are authorized under Title 10, Subtitle D, Chapter 2155, Section 2155.144 of the Texas Government Code and Title 10, Subtitle D, Chapter 2157 of the Texas Government Code.

II. DURATION

The Contract is effective upon signature of both parties, and terminates on March 31, 2027, unless terminated earlier pursuant to the terms and conditions of the Contract. System Agency, at its sole discretion, may renew or extend this Contract for up to three (3) additional years. However, in no event may the Contract term, including all renewals and extensions, exceed eight (8) years. Notwithstanding the limitation in the preceding sentence, System Agency, at its sole discretion, may extend the Contract beyond eight (8) years as necessary to ensure continuity of service, for purposes of transition, or as otherwise determined by System Agency to serve the best interest of the State.

At the sole discretion of the System Agency, any Work Order issued pursuant to the Contract may survive the expiration or termination of this Contract.

III. STATEMENT OF WORK

The Statement of Work to which Contractor is bound is incorporated into and made a part of this Contract for all purposes and included as Attachment A.

IV. BUDGET

The total amount of this Contract will not exceed **\$ 131,454,558.53**. By executing this Contract, Contractor agrees to the contracted rates and budget for the Contract term, including the initial term, and all renewals and extensions exercised. However, at System Agency’s sole discretion or by mutual agreement of the Parties as authorized under the Contract, the budget or contract amounts may be amended. All expenditures under the Contract will be in accordance with **ATTACHMENT F, FEE SCHEDULE, ATTACHMENT F1 – VDP INFLATION ADJUSTMENT SCENARIOS – ILLUSTRATIVE, AND ATTACHMENT F2 – ACCOUNTING POLICY MANUAL 2.1**

HHSC Contract # HHS000534500001

Page 1 of 4

V. CONTRACT REPRESENTATIVES

The following will act as the representative authorized to administer activities under this Contract on behalf of its respective Party.

System Agency Contract Representative

Lisa Neal
Health and Human Services
701 W. 51st Street
Austin, TX 78751
Lisa.Neal@hhs.texas.gov

Contractor Contract Representative

Paul Saleh
Gainwell Technologies, LLC
1775 Tysons Boulevard
McLean, VA 22102
paulsaleh@gainwelltechnologies.com

VI. NOTICE REQUIREMENTS

- A. All notices given by Contractor shall be in writing, include the Contract number, comply with all terms and conditions of the Contract, and be delivered to the System Agency's Contract Representative identified above.
- B. Contractor shall send legal notices to System Agency at the address below and provide a copy to the System Agency's Contract Representative:

Health and Human Services Commission
Attn: Office of Chief Counsel
4601 W. Guadalupe St.
Austin, Texas 78751-3146

- C. Notices given by System Agency to Contractor may be emailed, mailed or sent by common carrier. Email notices shall be deemed delivered when sent by System Agency. Notices sent by mail shall be deemed delivered when deposited by the System Agency in the United States mail, postage paid, certified, return receipt requested. Notices sent by common carrier shall be deemed delivered when deposited by the System Agency with a common carrier, overnight, signature required.
- D. Notices given by Contractor to System Agency shall be deemed delivered when received by System Agency.
- E. Either Party may change its Contract Representative or Legal Notice contact by providing written notice to the other Party.

VII. CONTRACT DOCUMENTS

The following documents are incorporated by reference and made a part of this Contract for all purposes and shall control in the following order of preference in the event of conflict:

HHSC Contract # HHS000534500001

Page 2 of 4

ATTACHMENT A – NEGOTIATED MODIFICATIONS
ATTACHMENT B - STATEMENT OF WORK
ATTACHMENT C – CONTRACT AFFIRMATIONS
ATTACHMENT D – HHSC UNIFORM TERMS AND CONDITIONS
ATTACHMENT E – DATA USE AGREEMENT
ATTACHMENT E1 – SPI
ATTACHMENT F – FEE SCHEDULE
ATTACHMENT F1 – VDP INFLATION ADJUSTMENT SCENARIOS – ILLUSTRATIVE
ATTACHMENT F2 – ACCOUNTING POLICY MANUAL 2.1
ATTACHMENT G – FEDERAL ASSURANCES
ATTACHMENT H – CERTIFICATION REGARDING LOBBYING
ATTACHMENT I – SOLICITATION No. HHS0005345
ATTACHMENT J - SOLICITATION No. HHS00005345 ADDENDA
ATTACHMENT K – DELIVERABLES
ATTACHMENT L – KEY PERFORMANCE MEASURES AND LIQUIDATED DAMAGES
ATTACHMENT M – APPLICABLE STATE AND FEDERAL LAWS
ATTACHMENT N – RETENTION SCHEDULE
ATTACHMENT O – DATA EXCHANGES
ATTACHMENT P – PHARMACY ENCOUNTERS EDITS
ATTACHMENT Q – CLAIMS PROCESSING EDITS
ATTACHMENT R – HHSC SECURITY CONTROLS
ATTACHMENT S – PDL CRITERIA GUIDE
ATTACHMENT T – VDP PROCESS GUIDE
ATTACHMENT U – VDP COMMUNICATION GUIDE
ATTACHMENT V – VENDOR PROPOSAL
ATTACHMENT W – VPM ACRONYMS AND GLOSSARY
ATTACHMENT X – MUTUAL SUPPLIER NDA

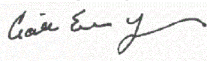
VIII. SIGNATURE AUTHORITY

Each Party represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR SYSTEM AGENCY
CONTRACT NO. HHS000534500001**

SYSTEM AGENCY

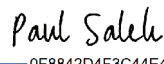
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Cecile E. Young,

Executive Commissioner

Date of signature: June 24, 2022

GAINWELL TECHNOLOGIES LLC

DocuSigned by:

0F8842D4F3C44E4...

Paul Saleh

Title: President & CEO

Date of signature: June 24, 2022