

| | | | | | | | | |
|--|--|---|---------------------|--|---------------------------|--------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 2 | | | |
| 2. AMENDMENT/MODIFICATION NO. P00011 | | 3. EFFECTIVE DATE See Block 16C | | 4. REQUISITION/PURCHASE REQ. NO. | | 5. PROJECT NO. (If applicable) | | |
| 6. ISSUED BY National Institutes of Health NIH Info Tech Acquisition and Assessment Center Bethesda, MD 20892-7511 | | CODE OLAO/NITAAC | | 7. ADMINISTERED BY (If other than Item 6) , | | CODE | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) SIERRA 7, INC. 3190 FAIRVIEW PARK DRIVE SUITE 350 FALLS CHURCH VA 220424544 | | | | (x) | | | 9A. AMENDMENT OF SOLICITATION NO. | |
| | | | | | | | 9B. DATED (SEE ITEM 11) | |
| | | | | x | | | 10A. MODIFICATION OF CONTRACT/ORDER NO. HHSN316201200196W | |
| | | | | | | | 10B. DATED (SEE ITEM 13) 07/11/2012 | |
| CODE | | FACILITY CODE | | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | | |
| <input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule | | | | | | | | |
| 13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | | |
| CHECK ONE | | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | |
| | | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). | | | | | | |
| x | | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR Subpart 42.12 - Novations and Change-of-Name Agreements | | | | | | |
| | | D. OTHER (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not. <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office. | | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The purpose of this modification is: A. Recognize SIERRA 7, INC., a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, Virginia, as the successor in interest to HMS TECHNOLOGIES, INC., a corporation duly organized and existing under the laws of West Virginia with its principal office in Martinsburg, Virginia. This is in accordance with the attached executed agreement and SF 30 by the VA. B. Change contractor from: HMS TECHNOLOGIES, INC. DUNS: 145965872 CAGE Code: 3UXA1 One Discovery Place Continued ... Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) Roy H. Jones, Jr. / VP of Contracts | | | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KEITH JOHNSON | | | | |
| 15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign) | | 15C. DATE SIGNED 9/8/2020 | | 16B. UNITED STATES OF AMERICA _____ (Signature of Contracting Officer) | | 16C. DATE SIGNED | | |

| | | | |
|--------------------|---|------|----|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED HHSN316201200196W/P00011 | PAGE | OF |
| | | 2 | 2 |

NAME OF OFFEROR OR CONTRACTOR

SIERRA 7, INC.

| ITEM NO. (A) | SUPPLIES/SERVICES (B) | QUANTITY (C) | UNIT (D) | UNIT PRICE (E) | AMOUNT (F) |
|-----------------|---|-----------------|-------------|-------------------|---------------|
| | <p>Martinsburg, West Virginia 25403-1844</p> <p>To: SIERRA 7, INC. DUNS: 832644186 CAGE Code: 5SUJ1 3190 Fairview Park Dr Ste 350 Falls Church, VA, 22042-4544</p> <p>All other terms and conditions (e.g., pricing) remain unchanged.</p> <p>Payment: <p>Approved By, DITA-NITAAC Central 2115 East Jefferson St, MSC 8500 2115 East Jefferson St, MSC 8500 Room 4B-432 Bethesda, MD 20892-8500</p> </p> <p>Period of Performance: 07/15/2012 to 07/14/2022</p> | | | | |

NOVATION AGREEMENT

HMS TECHNOLOGIES, INC., (Transferor) a corporation duly organized and existing under the laws of West Virginia with its principal office at One Discovery Place Martinsburg, West Virginia, and Sierra 7, Inc. (Transferee), a corporation duly organized and existing under the laws of Virginia with its principal office in Reston, Virginia; and the UNITED STATES OF AMERICA (Government) enter into this Agreement as of _____, 2020.

ARTICLE I THE PARTIES AGREE TO THE FOLLOWING FACTS:

Section 1.1 The Government has entered into certain contracts with the Transferor, which are listed in Attachment A. The term “the contracts,” as used in this Agreement, means the each of above contracts, including all modifications and task orders, made between the Government and the Transferor before the effective date of this Agreement (whether or not performance and payment have been completed and releases executed if the Government or the Transferor has any remaining rights, duties, or obligations under the contracts). Included in the term “the contracts” are also all modifications made under the terms and conditions of these contracts between the Government and the Transferee, on or after the effective date of this Agreement.

Section 1.2 As of March 23, 2020, the Transferor has transferred to the Transferee all the assets of the Transferor involved in the performance of the contracts by virtue of an Asset Purchase Agreement between the Transferor and the Transferee.

Section 1.3 The Transferee has acquired all the assets of the Transferor involved in the performance of the contracts by virtue of the above transfer.

Section 1.4 The Transferee has assumed all obligations and liabilities of the Transferor under the contracts by virtue of the above transfer.

Section 1.5 The Transferee is in a position to fully perform all obligations that may exist under the contracts.

Section 1.6 It is consistent with the Government’s interest to recognize the Transferee as the successor party to the contracts.

Section 1.7 Evidence of the above transfer has been filed with the Government.

ARTICLE II IN CONSIDERATION OF THESE FACTS, THE PARTIES AGREE THAT BY THIS AGREEMENT

Section 2.1 The Transferor confirms the transfer to the Transferee, and waives any claims and rights against the Government that it now has or may have in the future in connection with the contracts.

Section 2.2 The Transferee agrees to be bound by and to perform the contracts in accordance with the conditions contained in the contracts. The Transferee also assumes all

obligations and liabilities of and all claims against, the Transferor under the contracts as if the Transferee were the original party to the contracts.

Section 2.3 The Transferee ratifies all previous actions taken by the Transferor with respect to the contracts, with the same force and effect as if the action had been taken by the Transferee.

Section 2.4 The Government recognizes the Transferee as the Transferor's successor in interest in and to the contracts. The Transferee by this Agreement becomes entitled to all rights, titles, and interests of the Transferor in and to the contracts as if the Transferee were the original party to the contracts. Following the effective date of this Agreement, the term "Contractor," as used in the contracts, shall refer to the Transferee.

Section 2.5 Except as expressly provided in this Agreement, nothing in it shall be construed as a waiver of any rights of the Government against the Transferor.

Section 2.6 All payments and reimbursements previously made by the Government to the Transferor, and all other previous actions taken by the Government under the contracts, shall be considered to have discharged those parts of the Government's obligations under the contracts. All payments and reimbursements made by the Government after the date of this Agreement in the name of, or to the Transferor shall have the same force and effect as if made to the Transferee, and shall constitute a complete discharge of the Government's obligations under the contracts, to the extent of the amounts paid or reimbursed.

Section 2.7 The Transferor and the Transferee agree that the Government is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the transfer or this Agreement, other than those that the Government in the absence of this transfer or Agreement would have been obligated to pay or reimburse under the terms of the contracts.

Section 2.8 The Transferor guarantees payment of all liabilities and the performance of all obligations that the Transferee –

- (a) Assumes under this Agreement or
- (b) May undertake in the future should the contracts be modified under their terms and conditions. The Transferor waives notice of, and consents to, any such future modifications.

Section 2.9 The contracts shall remain in full force and effect, except as modified by this Agreement. Each party has executed this Agreement as of the day and year first above written.

[SIGNATURE PAGE FOLLOWS]

UNITED STATES OF AMERICA

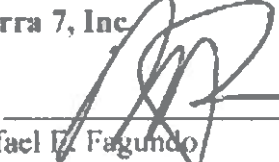
By DANA B. Digitally signed by DANA
B. NEWCOMB 135326
NEWCOMB 135326 Date: 2020.05.29 08:18:57
Title -04'00'

HMS TECHNOLOGIES, INC.

By 
William J. Kirkpatrick
Title: Chief Executive Officer

[CORPORATE SEAL]



Sierra 7, Inc.
By 
Rafael E. Fagundo
Title: Chief Executive Officer

[CORPORATE SEAL]



Certificate

I, Elizabeth Andrews certify that I am the Assistant Secretary of HMS TECHNOLOGIES, INC., that William J. Kirkpatrick, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 23rd day of March 2020.

By 

[Corporate Seal]



Certificate

I, Rafael E. Fagundo, certify that I am the Secretary of Sierra 7, Inc. that Rafael E. Fagundo, who signed this Agreement for this corporation, was then the Chief Executive Officer of this corporation, and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 23rd day of March 2020.

By



[Corporate Seal]

UNITED STATES OF AMERICA

By _____

Title _____

HMS TECHNOLOGIES, INC.

By _____

William J. Kirkpatrick

Title: Chief Executive Officer

[CORPORATE SEAL]

Sierra 7, Inc.

By _____

Rafael E. Fagundo

Title: Chief Executive Officer

[CORPORATE SEAL]

Certificate

I, Elizabeth Andrews certify that I am the Assistant Secretary of HMS TECHNOLOGIES, INC., that William J. Kirkpatrick, who signed this Agreement for this corporation, was then Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 20th day of March 2020.

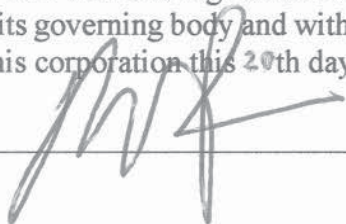
By _____

[Corporate Seal]

Certificate

I, Rafael E. Fagundo, certify that I am the Secretary of Sierra 7, Inc. that Rafael E. Fagundo, who signed this Agreement for this corporation, was then the Chief Executive Officer of this corporation; and that this Agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 20th day of March 2020.

By



[Corporate Seal]

Attachment A

| PRIME CONTRACT # | TYPE | NAME & ADDRESS OF CONTRACTING OFFICE | TOTAL AWARD VALUE, INCLUDING MODS | APPROX. REMAINING UNPAID BALANCE |
|-------------------------|--------------------|--|--|---|
| VA118-16-D-1014 | MAC IDIQ | Department of Veterans Affairs Technology Acquisition Center 23 Christopher Way Eatontown, NJ 07724 | \$104,271,298.27 | \$185.5M |
| NNG15SD78B | GWAC | National Aeronautics and Space Administration Goddard Space Flight Center Procurement Operations Division Greenbelt, MD 20771 | \$72,201,839.97 | N/A |
| HHSN-316-2012-00196W | GWAC IDIQ | National Institutes of Health Information Technology Acquisition and Assessment Center Bethesda, MD 20892-7511 | \$11,092,511.26 | \$2.5M |
| HHSN-316-2012-00063W | GWAC IDIQ | National Institutes of Health Information Technology Acquisition and Assessment Center Bethesda, MD 20892-7511 | \$0.00 | N/A |
| 47QTCH18D0023 | GWAC | U.S. General Services Administration Federal Acquisition Service IT Services Contract Operations Division Branch C, QT2A1CC 2300 Main Street Kansas City, MO 64108 | \$142,000.00 | N/A |
| VA797D-70081 | Medical Device FSS | Department of Veterans Affairs National Acquisition Center P.O. Box 76, Bldg. 37 Hines, IL 60141 | \$2,746,455.54 | N/A |

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE 1 OF 3 PAGES

2. AMENDMENT/MODIFICATION NUMBER

P00008

3. EFFECTIVE DATE

05-29-2020

4. REQUISITION/PURCHASE REQ. NUMBER

5. PROJECT NUMBER (if applicable)

6. ISSUED BY

CODE

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

7. ADMINISTERED BY (If other than Item 6)

CODE

Department of Veterans Affairs
Technology Acquisition Center
23 Christopher Way
Eatontown NJ 07724

8. NAME AND ADDRESS OF CONTRACTOR (Number, street, county, State and ZIP Code)

SIERRA 7, INC.
11951 FREEDOM DR STE 1300
RESTON VA 20190

(X)

9A. AMENDMENT OF SOLICITATION NUMBER

☐

9B. DATED (SEE ITEM 11)

☒10A. MODIFICATION OF CONTRACT/ORDER NUMBER
VA118-16-D-1014

10B. DATED (SEE ITEM 13)

03-07-2016

CODE 3UXA1

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

☐

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐

D. OTHER (Specify type of modification and authority) FAR 42.1203- Processing Orders

☒**E. IMPORTANT:** Contractor ☐ is not, ☒ is required to sign this document and return ¹_____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings including solicitation/contract subject matter where feasible.)

See continuation page.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

William J. Kirkpatrick, CEO

15B. CONTRACTOR/OFFEROR

(Signature of person authorized to sign)

15C. DATE SIGNED

5/28/2020

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Dana Newcomb
Contracting Officer

16B. UNITED STATES OF AMERICA

DANA B.

(Signature of Contracting Officer)

NEWCOMB 135326

Digitally signed by DANA B. NEWCOMB 135326

Date: 2020.05.29 08:16:57

CONTINUATION PAGE

1. The purpose of this Modification, P00008, is to incorporate the Novation Agreement at Part III, Section J – Attachment 014 – Novation Agreement effective March 20, 2020 in accordance with Federal Acquisition Regulation (FAR) 42.1203.

2. The summary of the Novation Agreement is as follows:

Transferor

HMS Technologies, Inc.

1 Discovery PL.

Martinsburg, WV 25403

Transferee

Sierra7, Inc.

11951 Freedom Drive, Suite 1300

Reston, VA 20190

3. Except as provided herein, all other terms and conditions of Contract VA118-16-D-1014 remain unchanged and in full force and effect.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT 014 – NOVATION AGREEMENT (DATED MARCH 20, 2020)