



CONTRACT AMENDMENT #4

SIGNATURE AND COVER PAGE


| | |
|--|--|
| State Agency Department of Health Care Policy and Financing | Original Contract Number 23-178752 |
| Contractor Ernst & Young U.S. LLP | Amendment Contract Number 23-178752A4 |
| Contract Maximum Amount Initial Term State Fiscal Year 2023 \$1,873,416.28 Extension Terms State Fiscal Year 2024 \$8,121,072.66 State Fiscal Year 2025 \$8,687,713.76 State Fiscal Year 2026 \$5,944,978.56 State Fiscal Year 2027 \$3,673,874.04 State Fiscal Year 2028 \$2,708,591.68 State Fiscal Year 2029 \$2,559,680.00 State Fiscal Year 2030 \$2,625,187.60 State Fiscal Year 2031 \$2,707,025.16 State Fiscal Year 2032 \$2,791,661.04 Total for All State Fiscal Years \$41,693,200.78 | Contract Performance Beginning Date November 9, 2022 Current Contract Expiration Date June 30, 2025 |

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.

| | |
|--|---|
| <p style="text-align: center;">CONTRACTOR Ernst & Young U.S. LLP</p> <p style="text-align: center;">DocuSigned by: </p> <p>By: _____ 263DD3FB229F4D1...</p> <p style="text-align: center;">Date: 6/10/2024 15:54 EDT</p> | <p style="text-align: center;">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p style="text-align: center;">DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493...</p> <p style="text-align: center;">Date: 6/10/2024 14:24 MDT</p> |
|--|---|

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

| | |
|--|--|
| <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">DocuSigned by: </p> <p>By: _____ 079EB5B301F5427...</p> <p style="text-align: center;">Amendment Effective Date: 6/10/2024 15:16 MDT</p> | |
|--|--|

1. PARTIES

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

2. TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract.

3. AMENDMENT EFFECTIVE DATE AND TERM

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Contract.

4. PURPOSE

This Amendment modifies Contract Maximum Amounts for State Fiscal Year 2025 and State Fiscal Year 2026, increasing the funding for Roadmap Plan C and MFT infrastructure for both years. This Amendment also extends the contract through the State Fiscal Year 2025.

5. MODIFICATIONS

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. In accordance with Section(s) 2.C. of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning July 1, 2024 and ending on the current contract expiration date shown on the Cover Page, at the rates stated in the Original Contract.
- B. Exhibit C, Rates, Section 1, Subsections 1.1.1. and 1.1.2. are hereby deleted and replaced with the following:
 - 1.1.1. The Department shall pay Contractor a Fixed Monthly Infrastructure Fee each month for Contractor proving all infrastructure, including maintaining active licenses for all necessary hardware and software to meet the requirements of

this Contract, upon the Department's acceptance of Contractor's invoice for that month:

| PERIOD | FIXED MONTHLY INFRASTRUCTURE FEE |
|---------------------------------|---|
| May 2023 through June 2023 | \$15,000.00 |
| July 2023 through October 2023 | \$15,000.00 |
| November 2023 through June 2024 | \$37,000.00 |
| July 2024 through October 2024 | \$39,500.00 |
| November 2024 through June 2025 | \$72,000.00 |
| July 2025 through June 2026 | \$72,000.00 |
| July 2026 through April 2027 | \$69,500.00 |
| May 2027 through June 2027 | \$70,000.00 |
| July 2027 through October 2027 | \$70,000.00 |
| November 2027 through June 2028 | \$71,000.00 |
| July 2028 through June 2029 | \$72,000.00 |
| July 2029 through June 2030 | \$73,000.00 |
| July 2030 through June 2031 | \$74,000.00 |
| July 2031 through June 2032 | \$75,000.00 |

- 1.1.2. The Department shall pay Contractor a Fixed Monthly Service Payment each month for Contractor delivering all Work Components in compliance with the Requirements Traceability Matrix described in Exhibit B, Section 1.5.4. and the Integrated Project Schedule described in Exhibit B, Section 1.4.3.1., and providing all other services described in this Contract upon the Department's acceptance of Contractor's invoice for that month:

| PERIOD | FIXED MONTHLY SERVICE PAYMENT |
|-----------------------------------|--------------------------------------|
| Effective Date through April 2023 | \$157,088.01 |
| May 2023 through June 2023 | \$168,657.12 |
| July 2023 through October 2023 | \$168,657.12 |
| November 2023 through June 2024 | \$466,460.93 |
| July 2024 through October 2024 | \$614,300.93 |
| November 2024 through June 2025 | \$540,002.72 |
| July 2025 through October 2025 | \$466,082.72 |
| November 2025 through April 2026 | \$334,911.98 |
| May 2026 through June 2026 | \$264,733.58 |
| July 2026 through April 2027 | \$190,813.58 |
| May 2027 through June 2027 | \$184,147.92 |
| July 2027 through October 2027 | \$184,147.92 |
| November 2027 through June 2028 | \$140,000.00 |
| July 2028 through October 2028 | \$140,000.00 |
| November 2028 through June 2029 | \$141,960.00 |
| July 2029 through October 2029 | \$141,960.00 |
| November 2029 through June 2030 | \$147,668.45 |
| July 2030 through October 2030 | \$147,668.45 |

| | |
|---------------------------------|--------------|
| November 2030 through June 2031 | \$153,543.92 |
| July 2031 through October 2031 | \$153,543.92 |
| November 2031 through June 2032 | \$159,685.67 |

- C. Correcting scrivener error as to the contract amount for State Fiscal Year 2026-27 (SFY27) by adding \$1,000.12 for a new SFY27 total of \$3,673,874.04.
- D. Under Exhibit C, Rates, Section 2, Subsection 2.1, Del 2.1. Increment 4, the term “Go-Live” is hereby replaced with “Production-Ready” in classifying the MES Integration Platform MVP.
- E. In Exhibit B, Statement of Work, subsections 2.1.22.6.1.3. through 2.1.22.6.1.3.4 are hereby added as follows:
- 2.1.22.6.1.3. Contractor shall demonstrate MVP—Production-Ready by achieving the following four data exchange functionalities:
- 2.1.22.6.1.3.1. Batch to Batch
- 2.1.22.6.1.3.2. Batch to API
- 2.1.22.6.1.3.3. API to Batch
- 2.1.22.6.1.3.4. API to API
- F. Under Exhibit B, Statement of Work, subsection 1.1.2.2.1.3., the term “MES Vendors” is replaced with “MES Vendor”.
- G. Under Exhibit B, Statement of Work, subsections 1.1.2.2.1.5. and 1.1.2.2.1.6. are hereby removed.
- H. Under Exhibit B, Statement of Work, subsections 1.1.2.3.1.4. and 1.1.2.3.1.5. are hereby added as follows:
- 1.1.2.3.1.4. Data conversion supporting all Interfaces, including the Interfaces identified in Exhibit H.
- 1.1.2.3.1.5. Electronic Data Interchange (EDI) management for all Interfaces, including the Interfaces identified in Exhibit H.
- I. Under Exhibit B, Statement of Work, subsection 2.1.19.1.3.1. is hereby deleted and replaced as follows:
- 2.1.19.1.3.1. Data converted during Phase 3 will support integrations as defined during Phase 1 Discovery and Design.
- J. In Exhibit B, Statement of Work, subsections 1.1.2.3.1.4., 1.1.2.3.1.4.1. and 1.1.2.3.1.4.2. are hereby added to subsection 1.1.2.3.1. as follows:
- 1.1.2.3.1.4. The Department and Contractor have designated PBMS and EDI as the priority modules (hereinafter the “Priority Modules”) to be integrated ahead of the remaining MES modules.
- 1.1.2.3.1.4.1. Contractor shall complete all required activities for the Priority Modules to go live in accordance with the dates listed in Roadmap Plan C as

previously approved by the Department in Transmittal 001, dated October 12, 2023.

1.1.2.3.1.4.2. Contractor shall make available the below-listed additional FTE positions during concurrent integrations and overlaps between priority and remaining modules.

1.1.2.3.1.4.2.1. Testing: 1-2 FTEs

1.1.2.3.1.4.2.2. Implementation: 0.25 to 1.25 FTEs

1.1.2.3.1.4.2.3. PMO/Business: 0.5 FTEs

6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE

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