

CONTRACT AMENDMENT #1

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 23-178752A1
Contract Maximum Amount Initial Term State Fiscal Year 2023 \$2,068,871.28 Extension Terms State Fiscal Year 2024 \$7,925,617.66 State Fiscal Year 2025 \$6,883,633.76 State Fiscal Year 2026 \$5,027,938.56 State Fiscal Year 2027 \$3,672,873.92 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 \$38,971,080.66	Contract Performance Beginning Date November 9, 2022 Current Contract Expiration Date June 30, 2024

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: <i>Suzanne Vitale</i></p> <p>By: _____ 49E1C97661F24C8...</p> <p style="text-align: center;">Date: 6/14/2023 10:21 PDT</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: <i>Kim Bimestefer</i></p> <p>By: _____ 0B6A84797EA8493</p> <p style="text-align: center;">Date: 6/15/2023 11:51 PDT</p>
<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> <p style="text-align: center;">STATE CONTROLLER Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;">DocuSigned by: <i>Trevor Borgonali</i></p> <p>By: _____ 079EB5B301F5427...</p> <p style="text-align: center;">Amendment Effective Date: 6/15/2023 13:07 PDT</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 removes funding originally identified for the purchase of software licenses as the Department shall purchase these licenses directly from the Department’s selected vendor. The portions of the monthly infrastructure fees in State Fiscal Years 2022-2023 and 2023-2024 that were allocated towards the licensing of an ESB technology solution shall be reallocated to additional services by the Contractor.

5. MODIFICATIONS

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

- A.** The Contract Maximum Amount table on the Contract’s Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown on the Signature and Cover Page for this Amendment.
- B.** 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, 2023 and ending on the current contract expiration date shown on the Cover Page, at the rates stated in the Original Contract.
- C.** Exhibit B, Statement of Work, Subsection 1.15.2 shall be added to Section 1.15 Licensing as follows:
 - 1.15.2.** The Department has selected a vendor for the Enterprise Service Bus (ESB) technology solution. The Department will purchase annual subscriptions to the ESB technology solution directly from the Department’s selected vendor and provide the Contractor with access to the subscriptions for the purposes of developing the Department’s ESI Integration Platform solution.

- 1.15.2.1. The amounts payable to the Contractor for any additional work, per Section 1.2.2. in Exhibit C-1, shall be paid by the Department in equal monthly installments for each SFY, starting from the Amendment Effective Date through November 30, 2023. The Contractor shall bill the Department *separately* for the amounts in Section 1.2.2. and identify the tasks/activities per month the Contractor performed in connection to integrating the ESB technology solution.
- 1.15.2.2. The Department will provide the Contractor with an instance to its licenses to the Department's project management software with aggregate value of \$18,310.00 over the duration of the Contract. In turn, the Contractor shall apply \$18,310.00 towards the cost of the ESB-related work in the period July 1, 2023 through November 30, 2023.
- 1.15.3. The Contractor shall perform any additional work required to integrate the Department's ESB technology solution including, but not limited to:
 - i. SaaS architecture, design, and build.
 - ii. SFTP design and configuration.
 - iii. Phase 1 Deliverables impacted by ESB technology solution.
- D. Exhibit C is hereby deleted in its entirety and replaced with the following Exhibit C-1. All references to Exhibit C shall now be deemed to reference Exhibit C-1.

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.

EXHIBIT C-1, RATES

1. MONTHLY PAYMENTS

1.1. Fixed Monthly Payments

- 1.1.1. The Department shall pay Contractor a Fixed Monthly Infrastructure Fee each month for Contractor providing all infrastructure, including maintaining active licenses that are not provided by the Department, 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	\$37,000.00
November 2024 through June 2025	\$69,500.00
July 2025 through June 2026	\$69,500.00
July 2026 through April 2027	\$69,500.00
May 2027 through June 2027	\$70,000.00
July 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	\$466,460.93
November 2024 through June 2025	\$392,162.72
July 2025 through October 2025	\$392,162.72
November 2025 through April 2026	\$260,991.98
May 2026 through June 2026	\$190,813.58
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

1.2. Monthly Performance Payments

1.2.1. The Department shall pay Contractor each of the Monthly SLA Performance Payments described in this section for each month in which Contractor meets each requirement associated with the SLA that the Monthly SLA Performance Payment is tied to, upon the Department’s acceptance of Contractor’s invoice for that month.

1.2.1.1. The requirements are associated with SLAs as described in this section. Contractor shall only be considered to have met an SLA for a month if Contractor meets all associated requirements for that SLA as shown on the following table.

LEVEL OF CRITICALITY	ASSOCIATED SLA REQUIREMENT SECTIONS (All section references are to Exhibit B unless otherwise noted)
Critical	Sections 4.2.3 through 4.2.3.1.4.1 (SLA02.C); Sections 4.3.1.1 through 4.3.1.1.2 (SLA04.A); Sections 4.3.1.2 through 4.3.1.2.2 (SLA04.B); Sections 4.4.1 through 4.4.1.1.1 (SLA05.A); Sections 4.5.1 through 4.5.1.1 (SLA05.B); Sections 4.5.2 through 4.5.2.2.1 (SLA05.C); Sections 4.7.1 through 4.7.1.2.2 (SLA07.A); Sections 4.7.1 through 4.7.2.2 (SLA07.B); and Sections 4.8.1 through 4.8.1.1.1 (SLA08)
Medium	Sections 4.1.1 through 4.1.1.5.2.2 (SLA01.A); Sections 4.1.2 through 4.1.2.5.2.2 (SLA01.B); Sections 4.2.1 through 4.2.1.1.1.2.2 (SLA02.A); Sections 4.2.4 through 4.2.4.1.1.2.2 (SLA02.D); and Sections 4.2.7 through 4.2.7.1.5.1 (SLA03)
Low	Sections 4.2.2 through 4.2.2.1.1.1.2 (SLA02.B); Sections 4.2.5 through 4.2.5.1.1.1.2 (SLA02.E); Sections 4.2.6 through 4.2.6.1.3.1 (SLA02.F); and Sections 4.6.1 through 4.6.1.2 (SLA06)

1.2.1.2. Provided Contractor successfully completes all SLAs in each Level of Criticality in each identified month, the amount of each Monthly SLA Performance Payment is shown in the following table:

LEVEL OF CRITICALITY	PERIOD	MONTHLY SLA PERFORMANCE PAYMENT AMOUNT
	July 2023 through June 2024	\$38,871.75

Critical		
Medium	July 2023 through June 2024	\$38,871.75
Low	July 2023 through June 2024	\$38,871.75
Critical	July 2024 through June 2025	\$32,680.23
Medium	July 2024 through June 2025	\$32,680.23
Low	July 2024 through June 2025	\$32,680.23
Critical	July 2025 through December 2025	\$21,749.34
Medium	July 2025 through December 2025	\$21,749.34
Low	July 2025 through December 2025	\$21,749.34
Critical	January 2026 through June 2026	\$15,901.14
Medium	January 2026 through June 2026	\$15,901.14
Low	January 2026 through June 2026	\$15,901.14
Critical	July 2026 through December 2026	\$15,901.14
Medium	July 2026 through December 2026	\$15,901.14
Low	July 2026 through December 2026	\$15,901.14
Critical	January 2027 through June 2027	\$15,345.66
Medium	January 2027 through June 2027	\$15,345.66
Low	January 2027 through June 2027	\$15,345.66

1.2.1.2.1. If Contractor does not successfully complete all SLA requirements in a Level of Criticality during a specific month or if a previous Corrective Action Plan (CAP) failed to successfully remediate a failed SLA, then the following shall apply:

1.2.1.2.1.1. The Department will notify Contractor when Contractor misses, is incomplete, does not satisfactorily complete, or fails to remediate an SLA. Contractor shall create a CAP for each SLA in each Level of Criticality that Contractor did not satisfactorily complete or that Contractor failed to remediate.

1.2.1.2.1.1.1. Each Corrective Action Plan shall include all of the following:

1.2.1.2.1.1.1.1. An introduction.

1.2.1.2.1.1.1.2. An RCA.

1.2.1.2.1.1.1.3. A Defect description.

1.2.1.2.1.1.1.4. A Defect remediation plan.

1.2.1.2.1.1.1.5. A validation approach, e.g., process change, UAT, etc.

1.2.1.2.1.1.1.6. If the CAP is in relation to a failed remediation, a description of the way in which Contractor will correct the SLA issue and what changes were made to the previous CAP to successfully complete the remediation.

1.2.1.2.1.1.2. Contractor shall deliver each CAP to the Department for review and approval.

1.2.1.2.1.1.2.1. WORK COMPONENT: Corrective Action Plan

1.2.1.2.1.1.2.2. DUE: For Critical SLAs, within 24 hours after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA. For Medium SLAs, within three days after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA. For Low SLAs, within five days after the Department notifies Contractor of the missed, incomplete, or unsatisfactory SLA.

1.2.1.2.1.2. Provided Contractor remediates and successfully completes any monthly missed, incomplete, or unsatisfactory SLAs as provided in the CAP, then the Monthly SLA Performance Payment set forth in Section 1.2.1.2. shall apply.

1.2.1.2.1.3. Provided Contractor does not remediate and successfully completes any monthly missed, incomplete, or unsatisfactory SLAs as provided in the CAP, the amount of the Monthly SLA Performance Payment shall be as follows:

LEVEL OF CRITICALITY	PERIOD	SLA PERFORMANCE PAYMENT AMOUNT AFTER UNSUCCESSFUL REMEDIATION
Critical	July 2023 through June 2024	\$18,871.75
Medium	July 2023 through June 2024	\$26,871.75
Low	July 2023 through June 2024	\$30,871.75
Critical	July 2024 through June 2025	\$2,680.23
Medium	July 2024 through June 2025	\$20,680.23
Low	July 2024 through June 2025	\$24,680.23
Critical	July 2025 through December 2025	\$1,749.34
Medium	July 2025 through December 2025	\$9,749.34
Low	July 2025 through December 2025	\$13,749.34
Critical	January 2026 through June 2026	\$0
Medium	January 2026 through June 2026	\$3,901.14
Low	January 2026 through June 2026	\$7,901.14
Critical	July 2026 through December 2026	\$0
Medium	July 2026 through December 2026	\$3,901.14
Low	July 2026 through December 2026	\$7,901.14
Critical	January 2027 through June 2027	\$0
Medium	January 2027 through June 2027	\$3,345.66
Low	January 2027 through June 2027	\$7,345.66

1.2.1.2.2. No payment shall be made to Contractor should Contractor fail to create and deliver a CAP as provided in Section 1.2.1.2.1.2.3.

- 1.2.2. The Contractor shall provide additional services needed for the standing up of the ESB technology solution in the period between the Amendment Effective Date and November 30, 2023. The Contractor shall be compensated for the additional services as follows:

Additional Services by Contractor:	SFY23 (Effective Date thru June 30, 2023)	SFY24 (July 1, 2023 to November 30, 2023)	Total:
Standing up of the ESB Technology Solution	\$399,199.98	\$437,925.00	\$837,124.98

2. ONE-TIME DELIVERABLE PAYMENTS

- 2.1. The Department shall pay Contractor a Fixed Deliverable Payment for each of the following Deliverables that are accepted by the Department:

DELIVERABLE	DUE DATE	FIXED DELIVERABLE PAYMENT
1.1 Project Plan & Schedule	Not later than 60 Business Days after the Effective Date	\$113,838
1.2 PMP	Not later than 60 Business Days after the Effective Date	\$50,536
1.9 CMS Certification Plan	As identified in Exhibit B, Section 1.3.	\$8,497
1.13 Requirements Management Strategy	As identified in Exhibit B, Section 1.3.	\$44,450
1.3 MES Modernization Program Gap Analysis	As identified in Exhibit B, Section 1.3.	\$33,731
1.4 MES Modernization Roadmap	As identified in Exhibit B, Section 1.3.	\$35,241
1.5 MES Integrated Enterprise Architecture	As identified in Exhibit B, Section 1.3.	\$20,055
1.10 MIDA Governance Policies & Plan	As identified in Exhibit B, Section 1.3.	\$10,294
1.6 MES Integrated Enterprise Data Model	As identified in Exhibit B,	\$27,794

	Section 1.3.	
1.7 Data Integration Services Design & Plan	As identified in Exhibit B, Section 1.3.	\$6,502
1.14 Business Continuity and Disaster Recovery (BC/DR) Plan	As identified in Exhibit B, Section 1.3.	\$8,891
1.11 Data Quality and Management & Plan	As identified in Exhibit B, Section 1.3.	\$26,011
1.12 System Security Framework & Plan	As identified in Exhibit B, Section 1.3.	\$27,450
1.8 Operations Plan	As identified in Exhibit B, Section 1.3.	\$19,403
2.1 MES Integration Platform MVP – Member, as identified in Exhibit B, Section 1.1.2.2.1.4.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – Provider, as identified in Exhibit B, Section 1.1.2.2.1.4.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – IAM, as identified in Exhibit B, Section 1.1.2.2.1.2.3.	As identified in Exhibit B, Section 1.3.	\$317,860
2.1 MES Integration Platform MVP – Go-Live, as identified in Exhibit B, Sections 2.1.22.6. through Section 2.1.22.7.	As identified in Exhibit B, Section 1.3.	\$317,860

2.2. The following Deliverables included in Section 2.1. that reflect due dates based on Exhibit B, Section 1.3., are reflected on the Cover Page in the Contract Maximum Amount for State Fiscal Year 2023: Deliverables 1.1, 1.2, 1.3, 1.4, 1.5, 1.6, 1.7, 1.9, 1.10, 1.13, and 1.14. The following Deliverables included in Section 2.1. that reflect due dates based on Exhibit B, Section 1.3., are reflected on the Cover Page in the Contract Maximum Amount for State Fiscal Year 2024: Deliverables 1.8, 1.11, 1.12, and 2.1. Some Deliverables that are included in Section 2.1 that reflect due dates based on Exhibit B, Section 1.3. may be delivered to the Department in future State Fiscal Years as compared to the State Fiscal Year designations set forth herein. If that happens, the Department, in its sole discretion, will revise the Contract Maximum Amount on the Cover page, by providing written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract, for purposes of accounting for a decrease in the Contract Maximum Amount for the Fiscal Year in which the Deliverable originally was included and of accounting for an increase the Contract Maximum Amount for the Fiscal Year in which the Deliverable is expected to be delivered to the Department.

3. MODIFICATION AND ENHANCEMENT HOURS

3.1. Unless another process is identified in this Contract, the chart in this section describes the hourly rates that Contractor shall use to calculate the reasonable Deliverable or Work Component and

milestone completion payment amounts for all projects described under the Modification and Enhancement Work in Exhibit B, Section **Error! Reference source not found.** This chart is for calculation purposes only to determine the Deliverable or Work Component and milestone completion payment amounts, and the Department shall not pay hourly rates for any Work performed under that Section.

- 3.1.1. The Parties also agree to use these rates as a guide to help determine a reasonable price for all amendments to this Contract that increase or decrease work.
- 3.2. The hourly rates to be used for the calculations described in this section for each SFY are shown on the table below:

ROLE	SFY2023	SFY2024	SFY2025	SFY2026	SFY2027
Agile Coach	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Business Analyst	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
Data Analyst	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Data Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
DevOps/Build/Automation Engineer	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Documentation Technical Writers	\$160.00	\$164.80	\$169.74	\$174.83	\$180.07
Full-stack/Integration Developer	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Functional Subject Matter Expert	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Operations Engineer	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Organizational Change Management Consultant	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
Project Manager	\$215.00	\$221.45	\$228.09	\$234.93	\$241.98
Quality Assurance Engineer/Tester	\$160.00	\$164.80	\$169.74	\$174.83	\$180.07
Scrum Master / Release Manager	\$190.00	\$195.70	\$201.57	\$207.62	\$213.85
Security Architect	\$215.00	\$221.45	\$228.09	\$234.93	\$241.98
Software Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
System Analyst	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
Systems Architect	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35
UI designer	\$180.00	\$185.40	\$190.96	\$196.69	\$202.59
UX Researcher	\$210.00	\$216.30	\$222.79	\$229.47	\$236.35

- 3.2.1. For work done in SFY 2028 and beyond, the rates for each role used to calculate the Deliverable or Work Component and milestone completion payment amounts described in Section 0.2 above for any month shall not exceed 104% of the rate of that role for that month in the prior year.

- 3.2.2. The total amount of funding available for projects described in Exhibit B, Section **Error! Reference source not found.** for each fiscal year is as follows:

SFY	MODIFICATION AND ENHANCEMENT FUNDING AVAILABLE
SFY 2023	\$0.00
SFY 2024	\$0.00
SFY 2025	\$0.00
SFY 2026	\$0.00
SFY 2027	\$0.00
SFY 2028	\$0.00
SFY 2029	\$0.00
SFY 2030	\$0.00
SFY 2031	\$0.00
SFY 2032	\$0.00

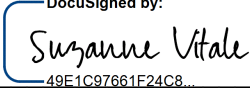
- 3.2.3. The Department may increase or decrease the funding the amount available in this Section through the use of an Option Letter substantially similar to Exhibit F.

STATE OF COLORADO

**THIRD PARTY ENTITY / ORGANIZATION CERTIFICATION FOR ACCESS
TO PII THROUGH A DATABASE OR AUTOMATED NETWORK**

Pursuant to § 24-74-105, C.R.S., I, Suzanne Vitale, on behalf of Ernst & Young U.S. LLP (the "Organization"), hereby certify under the penalty of perjury that the Organization has not and will not use or disclose any Personal Identifying Information, as defined by § 24-74-102(1), C.R.S., for the purpose of investigating for, participating in, cooperating with, or assisting Federal Immigration Enforcement, including the enforcement of civil immigration laws, and the Illegal Immigration and Immigrant Responsibility Act, which is codified at 8 U.S.C. §§ 1325 and 1326, unless required to do so to comply with Federal or State law, or to comply with a court-issued subpoena, warrant or order.

I hereby represent and certify that I have full legal authority to execute this certification on behalf of the Organization.

Signature: 
Printed Name: Suzanne Vitale
Title: Principal. State/Local Govt Markets & State of CO Account Lead
Date: 6/14/2023 | 10:21 PDT