

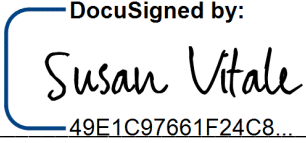
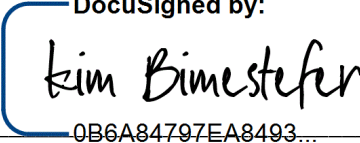
CONTRACT AMENDMENT #2

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 23-178752A2
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 \$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 align="center">CONTRACTOR Ernst & Young U.S. LLP</p> <p align="center">DocuSigned by: </p> <p>By: _____ 49E1C97661F24C8...</p> <p align="center">8/31/2023 12:54 PDT</p> <p>Date: _____</p>	<p align="center">STATE OF COLORADO Jared S. Polis, Governor Department of Health Care Policy and Financing</p> <p align="center">DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493...</p> <p align="center">8/31/2023 13:07 PDT</p> <p>Date: _____</p>
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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.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

DocuSigned by:


By: _____
76F69541272B43A...

8/31/2023 | 15:27 PDT

Amendment Effective Date: _____

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 the deliverables schedule and the Maximum Contract Amount for State Fiscal Year 2023-24 (hereinafter “SFY2023-24”).

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. The Deliverables in Section 1.3.1 are hereby updated as follows: Deliverables 1.3, 1.4, 1.5, 1.6, 1.7, 1.9, 1.10, 1.13, and 1.14 that were previously scheduled for delivery in SFY2022-23 shall be delivered in SFY2023-24 and therefore the funding associated with these deliverables shall be reallocated to SFY2023-24. Based on the foregoing, the total dollar amount for SFY2022-23 is decreased by \$195,455.00 and the total dollar amount for SFY2023-24 increased by the same amount from \$7,925,617.66 to \$8,121,072.66.

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.