



# CONTRACT AMENDMENT #3

## SIGNATURE AND COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Original Contract Number</b> 23-178752
<b>Contractor</b> Ernst & Young U.S. LLP	<b>Amendment Contract Number</b> 23-178752A3
<b>Contract Maximum Amount</b> 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	<b>Contract Performance Beginning Date</b> November 9, 2022  <b>Current Contract Expiration Date</b> 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"><b>CONTRACTOR</b> Ernst &amp; Young U.S. LLP</p> <p align="center">DocuSigned by: </p> <p>By: _____ 263DD3FB229F4D1...</p> <p>Date: 12/30/2023   05:52 EST</p>	<p align="center"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing</p> <p align="center">DocuSigned by: </p> <p>By: _____ 0B6A84797EA8493...</p> <p>Date: 1/1/2024   11:35 PST</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: \_\_\_\_\_  
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Amendment Effective Date: 1/2/2024 | 07:28 PST

## **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 payment structure of the Service Level Agreements (SLAs) outlined in Exhibit C, Rates, and modifies specifications outlined in Exhibit B, Statement of Work, including Section 4.9 and Section 1.2.10.1.5.5.

## **5. MODIFICATIONS**

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

### **A. Exhibit C, Rates, Section 1.2.1. and subsection 1.2.1.1. are hereby deleted and replaced with the following:**

1.2.1. The Department shall pay Contractor each of the Monthly SLA Performance Payments described in this section for each month of the applicable phase in which Contractor meets all requirements 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 of the applicable phase if Contractor meets all associated requirements for that SLA as shown on the following tables:

## 1.2.1.1.1. SLA Chart for Phase 1.

PROJECT PHASE	LEVEL OF CRITICALITY	ASSOCIATED SLA REQUIREMENT SECTIONS (All section references are to Exhibit B unless otherwise noted)
PHASE 1 – MES Integration Assessment and Strategic Planning and Azure DevOps (ADO) System Setup	CRITICAL	SLA02.C – Resolution of Priority 1 Production Incidents; SLA04.A – User Acceptance Testing (UAT) environment; SLA04.B – Unscheduled testing environment downtime; SLA05.A – Deploy code and/or functionality to the Production Environment; SLA05.B – Complete product increments from the approved design to ready-to-test; SLA05.C – Promote Product Increments after UAT to Operational Readiness Review (ORR); SLA07.A – Production Environment is available 24 hours per day and 7 days per week; SLA07.B – Provide API native service performance that meets 90% Latency of less than 10,000 milliseconds; SLA08 – Personnel.
	MEDIUM	SLA01.A – Production Incidents/Real Time; SLA01.B – Production Incidents/Batch-File; SLA02.A – Notice of Priority 1 Production Incidents; SLA02.D – Priority 2 Production Incidents; SLA03 – Priority 3 Production Incidents.
	LOW	SLA02.B – Preliminary RCA and Resolution Plan for Priority 1 Production Incidents; SLA02.E – Preliminary RCA and Resolution Plan for Priority 2 Production Incidents; SLA02.F – Reports for and Resolution of Priority 2 Production Incidents; SLA06 – Hardware and software licenses.

## 1.2.1.1.2. SLA Chart for Phase 2.

PROJECT PHASE	LEVEL OF CRITICALITY	ASSOCIATED SLA REQUIREMENT SECTIONS (All section references are to Exhibit B unless otherwise noted)
PHASE 2 – Design, Development, and Implementation (DDI) of the ESI Integration Platform	CRITICAL	SLA02.C – Resolution of Priority 1 Production Incidents; SLA04.A – User Acceptance Testing (UAT) environment; SLA04.B – Unscheduled testing environment downtime; SLA05.A – Deploy code and/or functionality to the Production Environment; SLA05.B – Complete product increments from the approved design to ready-to-test; SLA05.C – Promote Product Increments after UAT to Operational Readiness Review (ORR); SLA07.A – Production Environment is available 24 hours per day and 7 days per week; SLA07.B – Provide API native service performance that meets 90% Latency of less than 10,000 milliseconds; SLA08 – Personnel.
	MEDIUM	SLA01.A – Production Incidents/Real Time; SLA01.B – Production Incidents/Batch-File; SLA02.A – Notice of Priority 1 Production Incidents; SLA02.D – Priority 2 Production Incidents; SLA03 – Priority 3 Production Incidents.

	LOW	SLA02.B – Preliminary RCA and Resolution Plan for Priority 1 Production Incidents; SLA02.E – Preliminary RCA and Resolution Plan for Priority 2 Production Incidents; SLA02.F – Reports for and Resolution of Priority 2 Production Incidents; SLA06 – Hardware and software licenses.
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## 1.2.1.1.3. SLA Chart for Phase 3.

PROJECT PHASE	LEVEL OF CRITICALITY	ASSOCIATED SLA REQUIREMENT SECTIONS (All section references are to Exhibit B unless otherwise noted)
PHASE 3 – Operational Support Services and Modular Interoperability	CRITICAL	SLA02.C – Resolution of Priority 1 Production Incidents; SLA04.A – User Acceptance Testing (UAT) environment; SLA04.B – Unscheduled testing environment downtime; SLA05.A – Deploy code and/or functionality to the Production Environment; SLA05.B – Complete product increments from the approved design to ready-to-test; SLA05.C – Promote Product Increments after UAT to Operational Readiness Review (ORR); SLA07.A – Production Environment is available 24 hours per day and 7 days per week; SLA07.B – Provide API native service performance that meets 90% Latency of less than 10,000 milliseconds; SLA08 – Personnel.
	MEDIUM	SLA01.A – Production Incidents/Real Time; SLA01.B – Production Incidents/Batch-File; SLA02.A – Notice of Priority 1 Production Incidents; SLA02.D – Priority 2 Production Incidents; SLA03 – Priority 3 Production Incidents.
	LOW	SLA02.B – Preliminary RCA and Resolution Plan for Priority 1 Production Incidents; SLA02.E – Preliminary RCA and Resolution Plan for Priority 2 Production Incidents; SLA02.F – Reports for and Resolution of Priority 2 Production Incidents; SLA06 – Hardware and software licenses.

- B. Exhibit B, Statement of Work, Section 1.1.2.1. is hereby deleted and replaced with:

1.1.2.1. Phase 1: Integration Assessment and Strategic Planning and Azure DevOps (ADO) System Setup

- C. Exhibit B, Statement of Work, Section 4.9 is hereby deleted and replaced with the following:

4.9. The Contractor will not be held responsible for SLA metrics that are not within its direct control, as detailed in Exhibit B, Section 1.5.2.1.1.16., and includes, but is not limited to, external factors, acts of nature, changes in regulatory requirements, or any other circumstances beyond the reasonable control of the Contractor.

4.9.1. In the event the Contractor believes an incident has occurred related to an SLA metric that is outside their direct control, they shall provide to the Department an incident report that includes:

4.9.1.1. A Root Cause Analysis (RCA) report, if not already provided to the department as per the section of this Contract related to that SLA.

4.9.1.2. Ticket number.

4.9.1.3. Corrective Action Plan (CAP) as detailed in Exhibit C-1, Section 1.2.1.2.1.1.1.

4.9.2. The Department may delay payment for the SLA for up to 60 days until the issue has been successfully remediated to the Department's satisfaction, however the Contractor shall be entitled to its scheduled payments set forth in Exhibit C, Rates, Section 1.2.1.2. upon remediation.

D. Exhibit B, Statement of Work, Section 1.2.10.1.5.5. is hereby deleted and replaced with:

1.2.10.1.5.5. The Contractor shall review, update, and submit a New MES Vendor Integration Solution Gap Analysis Document for Department review and approval for each MES Module that will be integrated into the MES.

1.2.10.1.5.5.1. The Contractor shall deliver each New MES Vendor Integration Solution Gap Analysis Document to the Department for review and approval. The Contractor shall not execute activities within any MES Vendor Integration Solution Gap Analysis Document prior to the Department's approval of that document.

1.2.10.1.5.5.2. The New MES Vendor Integration Solution Gap Analysis Document will consist of the vendor solution integration plan (VSIP) and the results of the impact assessment performed by the Department's ESI Project Governance Bodies findings.

1.2.10.1.5.5.2.1. The Contractor shall deliver to the Department a copy of each finalized VSIP from every MES Vendor within 1 (one) business day of receipt of said VSIP.

1.2.10.1.5.5.2.2. DELIVERABLE: New MES Vendor Integration Solution Gap Analysis Document

1.2.10.1.5.5.2.3. DUE: No later than 90 days from the MES vendors contract performance beginning start date, or an otherwise agreed upon date as identified in the MIDA Project Schedule.

E. The following definition is hereby added to Exhibit D, Terminology:

1.1.110. Vendor Solution Integration Plan (VSIP) – A technical documentation template used to standardize the information required from data trading partners to validate change request decisions.

F. Exhibit B, Statement of Work, Section 7, Organizational Conflict of Interest, is hereby added as follows:

## 7. ORGANIZATIONAL CONFLICT OF INTEREST

7.1. Notwithstanding any other provision in this Contract, it is an organizational conflict of interest when Contractor performs work related to a solicitation for the Department and thereafter either bids on the solicitation on which Contractor worked or uses nonpublic information, including State Records or State Confidential Information, as an advantage

when bidding on a similar solicitation issued by any public or nonpublic entity, including the Department.

7.1.1. Contractor shall be prohibited from submitting a response, proposal, bid, or other responding document to any solicitation on which Contractor provides services to the Department prior to the public release of the solicitation.

7.1.2. Contractor shall not use any nonpublic information, whether or not comprising State Records or State Confidential Information, learned, obtained, or otherwise acquired by Contractor during the performance of work for the Department in any solicitation in any jurisdiction.

7.1.2.1. If Contractor intends to use information publicly available from the Department for the purposes of responding to a solicitation issued by any public or nonpublic entity, which solicitation is similar to a solicitation on which Contractor learned, obtained, or otherwise acquired nonpublic information, whether or not comprising State Records or State Confidential Information, while providing services to the Department, Contractor shall demonstrate to the Department: (1) the way in which it shall ensure that only publicly available information from the Department will be used by Contractor; and (2) the way in which Contractor shall ensure that no Department nonpublic information will be used by Contractor.

7.2. This provision applies to all current and future work performed by Contractor for the Department pursuant to this Contract.

7.3. This provision inures to all Contractor employees, contractors, subcontractors, and agents.

## **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.