

CONTRACT AMENDMENT NO. 3

Original Contract Number 201500002126

1. PARTIES

This Amendment to the above-referenced Original Contract (hereinafter called the “Contract”) is entered into by and between Truven Health Analytics Inc., 100 Phoenix Dr., Ann Arbor, Michigan, 48108, (hereinafter called “Contractor”), and the STATE OF COLORADO, acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called “Department” or “State.”)

2. EFFECTIVE DATE AND ENFORCEABILITY

This Amendment shall not be effective or enforceable until it is approved and signed by the Colorado State Controller or designee (hereinafter called the “Effective Date.”) The Department shall not be liable to pay or reimburse Contractor for any performance hereunder, including, but not limited to, costs or expenses incurred, or be bound by any provision hereof prior to the Effective Date.

3. FACTUAL RECITALS

The Parties entered into the Contract to develop and install the Business Intelligence and Data Management System (BIDM). The purpose of this Amendment is to update the mechanism to trigger Quarterly Base Compensation Payments due to the postponement of the COMMIT Project Go-Live.

On December 2, 2016, “Truven Health Analytics Inc.” changed its name in Delaware, its state of incorporation, to “Truven Health Analytics LLC”. Notification of such name change was provided to the State of Colorado on December 15, 2016.

4. CONSIDERATION

The Parties acknowledge that the mutual promises and covenants contained herein and other good and valuable consideration are sufficient and adequate to support this Amendment.

5. LIMITS OF EFFECT

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments thereto, if any, remain in full force and effect except as specifically modified herein.

6. MODIFICATIONS

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

- A. The Table of Contents page description is hereby deleted in its entirety and replaced with the following:

STATE OF COLORADO
Department of Health Care Policy and Financing Contract with Truven Health Analytics LLC for the Business Intelligence and Data Management System and Services

B. Section 1, Parties, is hereby deleted in its entirety and replaced with the following:

1. PARTIES

This Contract (hereinafter called “Contract”) is entered into by and between Truven Health Analytics LLC (hereinafter called “Contractor”), and the STATE OF COLORADO acting by and through the Department of Health Care Policy and Financing, 1570 Grant Street, Denver, Colorado 80203 (hereinafter called the “State” or “Department”). Contractor and the State hereby agree to the following terms and conditions.

C. Section 16, Notices and representatives, is hereby deleted in its entirety and replaced with the following:

16. NOTICES AND REPRESENTATIVES

Each individual identified below is the principal representative of the designating Party. Unless otherwise required by a specific provision of this Contract, all notices required to be given hereunder shall be hand delivered with receipt required or sent by certified or registered mail to such Party’s principal representative at the address set forth below. In addition to, but not in lieu of, a hard-copy notice, notice also may be sent by e-mail to the e-mail addresses, if any, set forth below. Either Party may from time to time designate by written notice substitute addresses or persons to whom such notices shall be sent. Unless otherwise provided herein, all notices shall be effective upon receipt.

For the State: Parrish Steinbrecher, Provider Payment Division Director
Department of Health Care Policy and Financing
1570 Grant Street
Denver, Colorado 80203
Parrish.Steinbrecher@state.co.us

For Contractor: Helen Orme, Contracts Administrator
Truven Health Analytics LLC
100 Phoenix Drive
Ann Arbor, Michigan 48108
Helen.Orme@truvenhealth.com

D. Exhibit E, Compensation and Quality Maintenance Payments, Section 6, Quarterly Base Compensation Payments, subsection 6.1 is hereby deleted in its entirety and replaced with the following:

6.1. Reference Amendment 3-2016: After the Department has reviewed and approved the Stage III Release Schedule Management Plan outlined in Exhibit C, Section 48 and for the period of July 1, 2016 through December 31, 2017, the Department will pay the Contractor quarterly base compensation payments for implementation services as stated in Exhibit E, Section 6.1.1.

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

Except for the Special Provisions and the HIPAA Business Associates Addendum, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The most recent version of the Special Provisions incorporated into the Contract or any amendment shall always control other provisions in the Contract or any amendments.

9. AVAILABLE FUNDS

Financial obligations of the state payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, or otherwise made available to the Department by the federal government, state government and/or grantor.


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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

CONTRACTOR:

Truven Health Analytics LLC f/k/a
Truven Health Analytics Inc.

By: 
Signature of Authorized Officer

Date: 12-23-16


Printed Name of Authorized Officer

Patrick J. Coppens
VP Finance

Printed Title of Authorized Officer

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: 
Susan E. Birch, MBA, BSN, RN
Executive Director
Department of Health Care Policy and
Financing
FOR SUSAN BIRCH

Date: 12/23/16

LEGAL REVIEW:

Cynthia H. Coffman, Attorney General

By: N/A

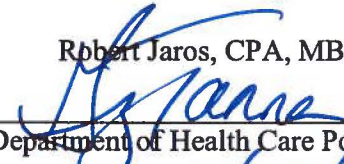
Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State Contracts. This Contract is not valid until signed and dated below by the State Controller or delegate. Contractor is not authorized to begin performance until such time. If Contractor begins performing prior thereto, the State of Colorado is not obligated to pay Contractor for such performance or for any goods and/or services provided hereunder.

STATE CONTROLLER:

Robert Jaros, CPA, MBA, JD

By: 
Department of Health Care Policy and Financing

Date: 12/27/16