

CONTRACT AMENDMENT NO. 4

Original Contract Routing 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 LLC, 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 modify the statement of work so that modifications will be made to the incremental data load scripts to accommodate source system records with interChange 'Action Code' values that are inconsistent with data previously captured in the BIDM.

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. Section 7, PAYMENTS TO CONTRACTOR, subsection A., Maximum Amount, is hereby deleted in its entirety and replaced with the following:

A. Maximum Amount

The maximum amount payable under this Contract to Contractor by the State is shown in the following table, as determined by the State from available funds. Payments to Contractor are limited to the unpaid obligated balance of the Contract at the rates set forth in **Exhibit E, Compensation and Quality Maintenance Payments**. The maximum amount payable by the State to Contractor is:

State Fiscal Year 2014-15	\$2,162,500.00
State Fiscal Year 2015-16	\$9,860,250.20
State Fiscal Year 2016-17	\$7,200,223.13
State Fiscal Year 2017-18	\$20,483,078.27
State Fiscal Year 2018-19	\$11,782,750.20
State Fiscal Year 2019-20	\$11,782,750.20
State Fiscal Year 2020-21	\$11,782,750.20
State Fiscal Year 2021-22	\$11,782,750.20
Total for All State Fiscal Years	\$86,837,052.40

The maximum amount payable by the State to Contractor for Exhibit C, Section 46 is:

State Fiscal Year 2015-16	\$160,000.00
State Fiscal Year 2016-17	\$306,082.00
State Fiscal Year 2017-18	\$270,080.00
State Fiscal Year 2018-19	\$75,000.00
Total for All State Fiscal Years of Project	\$811,162.00

The State Fiscal Year amounts in the table in this section are based on State appropriations. Based on the timing of the invoicing and payment, the Contractor may receive amounts paid in a different State Fiscal Year than when the amounts were actually earned by the Contractor.

Any changes to the maximum amount payable under the Contract or Quality Maintenance Payments Specified in Exhibit E, shall require a formal written amendment, in accordance with State Fiscal Rules and State Controller Policies and Guidelines

B. Exhibit C, REQUIREMENTS, Section 17.62.4 and 17.62.4.1 are hereby added as follows:

17.62.4 Reference # Amendment 4-2017 (CR #113): The Contractor shall modify the incremental data load scripts to accommodate source system records with interChange 'Action Code' values that are inconsistent with data previously captured in the BIDM. Such situations occur when multiple updates or actions are applied to a record in the interChange between BIDM data loads, but only the most recent version of the record is then sent to the BIDM. The Contractor shall ensure the revised incremental data load scripts allows the BIDM to capture the record and the BIDM applies coding to identify such records. For example, when a 'DELETE' action is encountered and there is not a record already existing in the BIDM with which it can be linked the Contractor shall add the record as a 'Deleted in source system' record (soft delete) even though there is no prior 'Active' record to deprecate.

17.62.4.1 Reference # Amendment 4-2017: The Contractor shall complete Section 17.62.4. no later than April 3, 2017.

C. Exhibit E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS, Section 1.1.5, Modification of Incremental Data Load Scripts, is hereby added as follows:

1.1.5 Reference # Amendment 4-2017: The Contractor shall be paid for work described under Contract Amendment No. 4 by submitting an invoice on a monthly basis for the actual hours worked per position title on each enhancement project and for any individual item listed upon purchase, installation, implementation, provision, and/or completion, as applicable, in the amount specified for any enhancement project. Payment will be made upon State approval and acceptance of the Contractor's monthly invoices. At the completion of an enhancement project the total amount invoiced for each enhancement project shall in no circumstance exceed the Total Project Cost amount listed in Contract Amendment No.4 for that particular enhancement project.

ENHANCEMENT PROJECT				TOTAL PROJECT COST
Modification of the incremental data load scripts				\$37,800.96
Enhancement Project Position	Total Hours	Base Hourly Rate	Total Maximum Billing	
System/Interface Staff	240	\$146.40	\$35,136.00	
Technical Writing and System Documentation Staff	16	\$93.36	\$1,493.76	
Project Management Staff	8	\$146.40	\$1,171.20	

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

STATE OF COLORADO:

John W. Hickenlooper, Governor

By: 
Signature of Authorized Officer

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

Date: 3-10-17

Date: 3/17/17

Printed Name of Authorized Officer
Patrick J. Coppens
VP Finance

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General
By: NA

Printed Title of Authorized Officer

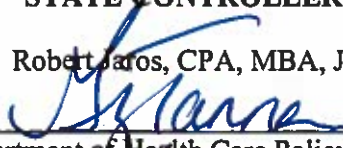
Date: _____

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: 3/17/17

VP Finance
Patrick J. Coppens