

**CONTRACT AMENDMENT NO. 6**

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 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 make modifications to the scope of work and to replace Exhibit E in its entirety.

**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	\$4,768,951.23
State Fiscal Year 2017-18	\$22,356,823.67
State Fiscal Year 2018-19	\$12,091,483.89
State Fiscal Year 2019-20	\$11,791,920.57
State Fiscal Year 2020-21	\$11,782,750.20
State Fiscal Year 2021-22	\$11,782,750.20
<b>Total for All State Fiscal Years</b>	<b>\$86,597,429.96</b>

Payment Changes in Contract Amendment 6

**State Fiscal Year 2016-17 Funds moved to State Fiscal Year 2017-18:**

- \$400,000.00 BIDM Implementation Contract Stage II QMP
- \$1,424,452.00 Balance of funds for Release Schedule Management Plan Deliverables from Exhibit E, \$5.1.2 that were updated and extended in Contract Amendment 6
- \$10,594.60 Annual Ongoing Operations System Turnover Plan Update Performance Standard QMP

**State Fiscal Year 2016-17 Funds moved to Stage Fiscal Year 2018-19:**

- \$300,000.00 CMS Certification QMP

**State Fiscal Year 2016-17 Funds removed:**

- \$296,225.30 Ongoing Operations QMPs adjusted due to Operational Start Date of April 17, 2017

**State Fiscal Year 2017-18 Additional Funds:**

- \$38,698.80 Additional funds for 20 Additional Tableau Licenses and Maintenance

**State Fiscal Year 2018-19 Additional Funds:**

- \$8,733.69 Additional funds for 20 Additional Tableau Licenses – Maintenance only

**State Fiscal Year 2019-20 Additional Funds:**

- \$9,170.37 Additional funds for 20 Additional Tableau Licenses – Maintenance only

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	\$390,278.60
State Fiscal Year 2018-19	\$75,000.00
<b>Total for All State Fiscal Years of Project</b>	<b>\$931,360.60</b>

- B.** Section 15, Remedies, Subsection H, Warranty Period, is hereby deleted in its entirety and replaced with the following:

**H.** Warranty Period

Reference Amendment 6-2017: A "Warranty Period" begins on the date of the quarterly release into production of specifically identified functionality and lasts through the first 365 calendar days following the release of that specific functionality. Each quarterly release of specifically identified functionality into production operations shall have its own Warranty Period. The Warranty Period covers the agreed upon functionality, as defined in Detailed System Design Plan. Contractor shall be responsible to correct all Defects in order to allow the BIDM to operate according to Contract requirements and Specifications. Contractor does not necessarily need to correct all Defects during the Warranty Period, but all Defects identified by the Department or Contractor during the Warranty Period shall be corrected by Contractor within a reasonable timeframe at the Contractor's expense and at no additional cost to the Department, or as agreed upon through the Change Management Process. Contractor will maintain routine BIDM performance while correcting the Defects.

- C.** Exhibit C, Requirements, Section 2.2.2. is hereby deleted in its entirety and replaced with the following:

2.2.2. Reference Amendment 6-2017: Contractor Approach: The Contractor shall provide System and Integration Test and UAT test environments to support the processing and analysis of data with a volume and distribution similar to that of the production system although it may be a scaled-down version of the production environment. All system and integration testing shall be performed such that the data are not overwritten by multiple testing initiatives or the refresh. Refreshing data shall be scheduled per the approved System Operations and Maintenance Plan and shall include the entire BIDM. Test environment data management processes shall be defined in the approved System Test Plan and then followed accordingly. Refer to Section 15.1.1, Reference #3199 for Contractor's approach to delivering environments for System and Integration Testing and User Acceptance Testing.

- D.** Exhibit C, Requirements, Sections 2.64. – 2.64.1 are hereby deleted in entirety and replaced with the following:

2.64. Reference Amendment 6-2017: Reference #3070: During the Implementation and Roll Out Phase, the Contractor shall obtain formal Department approval for the implementation of each quarterly release of specifically identified functionality into production in the BIDM.

- 2.64.1. Reference Amendment 6-2017: Contractor Approach: The Contractor shall begin BIDM operations once the Department provides formal approval to start the BIDM Ongoing Operations and Enhancement Stage. To support the implementation-approval decision, the Contractor shall provide the results of its Implementation Checklists, completion metrics from the Implementation Project Work Plan, and implementation issue status from the Issues Management System. Once the Department determines that the Contractor has completed implementation activities successfully, the Department will formally approve, in writing and without undue delay, the BIDM implementation.
- E. Exhibit C, Requirements, Sections 3.6.1 – 3.6.3 are hereby deleted in entirety and replaced with the following:
- 3.6.1. Reference Amendment 6-2017: Contractor Approach: The Contractor shall begin BIDM operations when the Department gives it formal approval to begin the Operations Phases. To support the Department's implementation approval decision, the Contractor shall deliver an attestation letter to the Department that includes the results of Implementation Checklists, completion metrics from the Implementation Project Work Plan, and implementation issue status from the Issues Management System. The Contractor shall provide an attestation letter for each quarterly release of specifically identified functionality into production. Once the Department has determined that the Contractor has successfully completed implementation activities described in the attestation letter, it shall formally approve the attestation letter without undue delay.
- 3.6.2. Reference Amendment 6-2017: Deliverable: Attestation that the BIDM is Operation-Ready
- 3.6.3. Reference Amendment 6-2017: Deliverable Stage: BIDM Implementation Contract Stage II
- F. Exhibit C, Requirements, Sections 3.19 – 3.19.2 are hereby deleted in entirety and replaced with the following:
- 3.19. Reference Amendment 6-2017: Reference #3115: During the Operational Readiness Phase and throughout BIDM Implementation Contract Stage III, the Contractor shall conduct a formal Operational Readiness Plan Walkthrough with the Department prior to each quarterly release of specifically identified functionality into production, demonstrating that all operational areas are ready.
- G. Exhibit C, Requirements, Section 6.2.2.3. is hereby deleted in its entirety and replaced with the following:
- 6.2.2.3. Reference Amendment 6-2017: DDI Manager, until the execution of Contract Amendment 6.

- H.** Exhibit C, Requirements, Section 6.2.2.8. is hereby added as follows:
- 6.2.2.8 Reference Amendment 6-2017: PMO Manager, as of the execution of Contract Amendment 6.
- I.** Exhibit C, Requirements, Section 6.4.1.4. is hereby added as follows:
- 6.4.1.4. Reference Amendment 6-2017: PMO Manager, as of the execution of Contract Amendment 6.
- J.** Exhibit C, Requirements, Section 6.15 is hereby added as follows:
- 6.15. Reference Amendment 6-2017: The Contractor shall provide a PMO Manager to replace the DDI Manager Key Personnel position, to be in place as of the execution of Contract Amendment 6 and to continue through the BIDM Ongoing Operations and Enhancement Contract Stage.
- 6.15.1. The PMO Manager shall do all of the following:
- 6.15.1.1. Oversee projects managed by project managers within the BIDM Project.
- 6.16.1.2. Work with Contractor and Department staff to ensure that projects are delivered on schedule and within budget, consistent with Department expectations.
- 6.16.1.3. Manage activities related to Contractor resources, system development, and testing activities.
- 6.16.1.4. Be dedicated to the Contract full-time.
- 6.16.2. Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage
- K.** Exhibit C, Requirements, Section 17.7.3 is hereby deleted in its entirety and replaced with the following:
- 17.7.3. Reference Amendment 6-2017: Requirement Stage: BIDM Implementation Contract Stage III
- L.** Exhibit C, Requirements, Sections 17.46 – 17.46.3 are hereby deleted in entirety and replaced with the following:
- 17.46. Reference Amendment 6-2017 (CO 95): Reference #3287: THIS REQUIREMENT INTENTIONALLY DELETED.
- M.** Exhibit C, Requirements, Sections 17.53 – 17.53.3 are hereby deleted in entirety and replaced with the following:
- 17.53. Reference Amendment 6-2017 (CO 98): Reference #3294: THIS REQUIREMENT INTENTIONALLY DELETED.

- N. Exhibit C, Requirements, Section 17.56.3 is hereby deleted in its entirety and replaced with the following:
- 17.56.3. Reference Amendment 6-2017: Requirement Stage: BIDM Implementation Contract Stage III
- O. Exhibit C, Requirements, Section 17.57.3 is hereby deleted in its entirety and replaced with the following:
- 17.57.3. Reference Amendment 6-2017: Requirement Stage: BIDM Implementation Contract Stage III
- P. Exhibit C, Requirements, Section 17.58.2 is hereby deleted in its entirety and replaced with the following:
- 17.58.2. Reference Amendment 6-2017: Requirement Stage: BIDM Implementation Contract Stage III
- Q. Exhibit C, Requirements, Section 24.3.2 is hereby deleted in its entirety and replaced with the following:
- 24.3.2. Reference Amendment 6-2017: Requirement Stage: BIDM Ongoing Operations and Enhancement Contract Stage
- R. Exhibit C, Requirements, Section 38.14.2 is hereby deleted in its entirety and replaced with the following:
- 38.14.2. Reference Amendment 6-2017: Requirement Stage: BIDM Implementation Contract Stage III
- S. Exhibit C, Requirements, Sections 39.38 – 39.38.4 are hereby deleted in entirety and replaced with the following:
- 39.38. Reference Amendment 6-2017 (CO 146; CO 161): Reference #3926: THIS REQUIREMENT INTENTIONALLY DELETED.
- T. Exhibit C, Requirements, Section 39.41.6 is hereby deleted in its entirety and replaced with the following:
- 39.41.6. Reference Amendment 6-2017: Deliverable Stage: BIDM Implementation Contract Stage III
- U. Exhibit C, Requirements, Sections 39.49 – 39.49.4 are hereby deleted in entirety and replaced with the following:
- 39.49. Reference Amendment 6-2017: Reference #3937 (CR 124): THIS REQUIREMENT INTENTIONALLY DELETED.

- V. Exhibit C, Requirements, Sections 39.52 – 39.52.4 are hereby deleted in entirety and replaced with the following:

39.52. Reference Amendment 6-2017: Reference #3940 (CR 123): THIS REQUIREMENT INTENTIONALLY DELETED.

- W. Exhibit C, Requirements, Sections 41.3 – 41.3.4 are hereby deleted in entirety and replaced with the following:

41.3. Reference Amendment 6-2017: Reference #3944 (CR 122): THIS REQUIREMENT INTENTIONALLY DELETED.

- X. Exhibit C, Requirements, Sections 41.24 – 41.24.5 are hereby deleted in entirety and replaced with the following:

41.24. Reference Amendment 6-2017: Reference #3965 (CO 90): THIS REQUIREMENT INTENTIONALLY DELETED.

- Y. Exhibit C, Requirements, Sections 48 – 48.1.8.2. are hereby deleted in entirety and replaced with the following:

#### **48. RELEASE SCHEDULE MANAGEMENT PLAN**

- 48.1. Reference Amendment 6-2017, Reference Amendment 2-2016: The Contractor shall develop, maintain and provide the following:

48.1.1. Updates, on a quarterly basis at a minimum, to the Project Management Plan to outline release dates, version numbers and deliverables contained therein.

48.1.2. A Release Schedule Management Plan. The Release Schedule Management Plan shall be a separate document but a component of the Project Management Plan. The Release Schedule Management Plan shall include, at a minimum, all of the following:

48.1.2.1. Identification of and traceability to each individual contract requirement to be completed via the releases specified within the Release Schedule Management Plan.

48.1.2.2. Identification of and the delivery schedule for all deliverables, including reference to version (e.g., reports and/or interfaces) to be completed related to each individual contract requirement to be completed via the releases specified within the Release Schedule Management Plan.

48.1.2.3. Criteria for what constitutes meeting the requirements of each release upon delivery.

48.1.3. The Contractor shall update the Release Schedule Management Plan on a quarterly basis, at a minimum.

48.1.4. The Contractor shall understand that all deliverables identified in the Release Schedule Management Plan shall be considered Quarterly Milestones.

48.1.5. The Contractor shall provide status updates on the deliverables identified in the Release Schedule Management Plan in the Weekly Project Management Report. For each deliverable, the Contractor shall include, at a minimum, all of the following:

48.1.5.1. Deliverable name.

- 48.1.5.2. Anticipated completion date.
- 48.1.5.3. Activities and status pertaining to completion of deliverable. As applicable, include:
  - 48.1.5.3.1. Identification of the data supplier.
  - 48.1.5.3.2. The date data is needed by the Contractor.
  - 48.1.5.3.3. All activity or requirements dependent on the data.
  - 48.1.5.3.4. Activities and status pertaining to working with each data supplier.
- 48.1.5.4. Identification of risks and issues and activities taken by the Contractor and/or the Department to reduce or eliminate each risk and issue.
- 48.1.6. The Release Schedule Management Plan has many deliverables that are dependent on the source data suppliers delivering to the Contractor complete and useable data in the agreed-to formats and with the agreed-to data documentation by the dates shown in the Release Schedule Management Plan. In the event that data has not been received from a data supplier by the date specified by the Contractor, the Contractor shall contact the Department to renegotiate the anticipated completion date for the impacted deliverable(s) in the Release Schedule Management Plan. The Contractor shall contact the Department at least sixty (60) calendar days prior to the anticipated completion date to discuss renegotiation of the deliverables, completion dates, and/or payments.
- 48.1.7. The Contractor shall utilize the Project Management Plan update process or the Change Management Process, whichever is most appropriate and applicable to the desired modification, to modify and obtain the Department's approval on any changes to deliverables or the delivery schedule of a deliverable. Any changes or modifications shall be initiated by the Contractor and approved by the Department prior to the beginning of the quarter in which the deliverable or contract requirement had been previously scheduled to be completed.
- 48.1.8. The Contractor shall follow the deliverable requirements and release due dates as specified in the Release Schedule Management Plan.
  - 48.1.8.1. Amendment 6-2017: THIS REQUIREMENT INTENTIONALLY DELETED.
    - 48.1.8.1.1. Deliverable: Release Schedule Management Plan
    - 48.1.8.1.2. Due Date: One (1) calendar week after the notification of the execution of Contract Amendment 2 and ongoing updates due at least forty-five (45) calendar days before the beginning of each calendar quarter.
- Z. Exhibit E, Compensation and Quality Maintenance Payments, is hereby deleted in its entirety and replaced with Exhibit E, Compensation and Quality Maintenance Payments – Amendment 6, attached hereto and incorporated by reference into the Contract. All references within the Contract and successive amendments to Exhibit E shall be deemed to reference to Exhibit E, Compensation and Quality Maintenance Payments – Amendment 6.



- AA. Exhibit G, Performance Standards, the Non-QMP Performance Standards table is hereby deleted in its entirety and replaced with the following:

Non-QMP Performance Standards
Reference #3175: The Contractor shall report all unscheduled downtime within thirty (30) minutes of when the Contractor knows or should have known of the incident of downtime. Unscheduled downtime shall not include any downtime related to regular maintenance. The Contractor shall perform this maintenance as approved in the Ongoing Support Maintenance Plan.
Reference #3864: The Contractor shall report all BIDM problems within thirty (30) minutes of when the Contractor knows or should have known of the problem by notifying the appropriate department staff as outlined in the Communication Management Plan.
Reference #3873: The Contractor shall inform the Department that patches are available within twenty-four (24) hours of the Contractor's receipt of the patches.
Reference #3094: The Contractor shall update the System Turnover Plan at least once during each calendar year, as documented by the version date on the most recently approved plan.

- BB. Exhibit I, Data Contribution and Use Agreement, Section 5.0, Authorized Users is hereby deleted in its entirety and replaced with the following:

**5.0 Authorized Users**

The System is licensed to the Department for access by no more than the number of authorized users shown in Exhibit E, Section 1.1.1.3.1. License Table, of the BIDM Contract.

All Users shall be employees of the State of Colorado or contractors of the State of Colorado as authorized by means of a product support case submitted by the Colorado Department of Health Care Policy and Financing. System access by contractors is subject to each contractor's execution of a third party access agreement, the terms of which are satisfactory to Contractor.

**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

By: \_\_\_\_\_

  
Signature of Authorized Officer

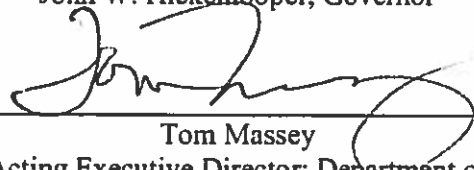
Date: \_\_\_\_\_

12/14/17

**STATE OF COLORADO:**

John W. Hickenlooper, Governor

By: \_\_\_\_\_

  
Tom Massey  
Acting Executive Director; Department of  
Health Care Policy and Financing

Date: \_\_\_\_\_

12/21/17

**LEGAL REVIEW:**

Cynthia H. Coffman, Attorney General

\_\_\_\_\_  
Printed Name of Authorized Officer

**Patrick J. Coppens**  
**VP Finance**

By: \_\_\_\_\_



Date: \_\_\_\_\_

\_\_\_\_\_  
Printed Title of Authorized Officer

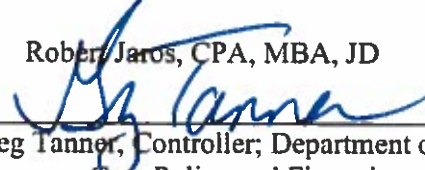
**ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER**

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: \_\_\_\_\_

  
Greg Tanner, Controller; Department of Health  
Care Policy and Financing

Date: \_\_\_\_\_

12/21/17

## EXHIBIT E, COMPENSATION AND QUALITY MAINTENANCE PAYMENTS – AMENDMENT 6

### 1. BASE COMPENSATION AND PAYMENTS

#### 1.1. Compensation

1.1.1. The Department shall pay the Contractor the following Monthly Contract Stage Payment amounts, as described in this section:

1.1.1.1. Reference Amendment 6-2017: Monthly Contract Stage Payment Table:

Contract Stage	Monthly Contract Stage Payment Amount	Maximum Number of Monthly Payments	One-Time Payment Total Amount <sup>1</sup>	Stage Maximum Payment Amount <sup>2</sup>
BIDM Implementation Contract Stage I – SFY 2014-15	\$0.00	0	\$1,162,500.00	\$1,162,500.00
BIDM Implementation Contract Stage I – SFY 2015-16	\$293,279.00	6	\$1,727,826.00	\$3,487,500.00
BIDM Implementation Contract Stage II – SFY 2014-15	\$0.00	0	\$1,000,000.00	\$1,000,000.00
BIDM Implementation Contract Stage II – SFY 2015-16	\$253,437.35	12	\$2,981,502.00	\$6,022,750.20
July 1, 2016 through December 31, 2017	Quarterly Base Compensation Payments (Exhibit E, Section 6.1.1.)			\$9,709,644.32
BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (July 1, 2017 – June 30, 2018) <sup>3</sup>	\$671,685.02	6	\$1,000,000.00 <sup>4</sup>	\$5,030,110.12
BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019)	\$591,245.60	12	\$4,099,803.00	\$11,194,750.20
BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020)	\$932,895.85	12	\$0.00	\$11,194,750.20

BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020 – June 30, 2021)	\$932,895.85	12	\$0.00	\$11,194,750.20
BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – June 30, 2022)	\$932,895.85	12	\$0.00	\$11,194,750.20
<sup>1</sup> One-Time Payments to be invoiced as provided in Exhibit E, Section 1.1.2.1.1. <sup>2</sup> Does not include Quality Maintenance Payment, but does include One-Time Payments. <sup>3</sup> Monthly payments begin January 1, 2018. <sup>4</sup> One-time Payment for BIDM Ongoing Operations and Enhancement Contract Stage Year 2 for the period of July 1, 2017 to December 31, 2017 (refer to table in Exhibit E, Section 1.1.2.1.1.)				

1.1.1.2. The Department shall make a Monthly Contract Stage Payment to the Contractor for each Contract Stage for each month during that Contract Stage listed in the Monthly Contract Stage Payment Table in Exhibit E, Section 1.1.1.1. If any Stage begins on a day that is not the first day of the month, then for any such month, the Department shall pay the Contractor a prorated portion of the monthly payment equal to the portion of days in the month following the beginning of the stage to the total number of days in that month. If the Department pays a prorated portion of a month at the start of any Contract Stage, then that Contract Stage shall end on a day that is not the end of a month and the final payment for that stage shall be for the remaining monthly amount less the prorated portion already paid at the beginning.

1.1.1.2.1. In the event that the Contractor completes all requirements for the BIDM Implementation Contract Stage prior to the expected completion date of that stage as shown by the Maximum Number of Monthly Payments column in the table in Section 1.1.1.1., the Department shall continue to make Monthly Contract Stage Payments to the Contractor for that stage until the Stage Maximum Payment Amount for that stage is reached. The Department may, in its sole discretion, choose to continue making monthly payments in such a circumstance or may choose to make one or more lump-sum payments for that stage that includes amounts for multiple future Monthly Contract Stage Payments for that stage.

1.1.1.2.2. In the event that the Contractor fails to meet all requirements for the BIDM Implementation Contract Stage by the expected completion date of that stage as shown by the Maximum Number of Monthly Payments column in the table in Section 1.1.1.1., the Contractor shall continue to perform all Work related to that stage and shall complete all requirements of that stage, but the Department shall not make any additional payment to the Contractor for that stage. In no event shall the Department make any Monthly Contract Stage payment to the Contractor for a stage that exceeds the Stage Maximum Payment Amount for that stage.

1.1.1.3. Reference Amendment 6-2017: All license fees paid to the Contractor are included in the Monthly Contract Stage Payment Amount described above, in the Release Schedule Management Plan Deliverables Payment Table, or in the Additional Tableau Licenses Table in Exhibit E, Section 1.1.1.6. The following table shows the number of available licenses,

but the Department shall not make any additional payment for any licenses shown in this table.

1.1.1.3.1. Reference Amendment 6-2017: License Table:

Item #	License Description	License Basis	Number of Licenses
1	IBM Cognos BI Advanced Business Author	Per User	150
2	IBM Cognos BI Enhanced Consumer	Per User	150
3	IBM Cognos BI Professional	Per User	80
4	Informatica B2B	Per Core	8
5	Informatica Data Quality	Per Core	8
6	Informatica MDM	Per Entity	1
7	Informatica Lab License	Per Core	8
8	<p>Informatica PowerCenter</p> <p>For Rules Engine Functionality, up to 80 authorized users will have the ability to <i>view</i> rules-based data transformation logic, and up to 5 users will have the ability to <i>develop</i> rules.</p> <p>The Informatica PowerCenter Data Masking Option for data suppression shall be available to up to 80 authorized users.</p>	Per Core	8
9	MOVEit DMZ Enterprise for encrypting outgoing data	Per Core	4
10	Esri ArcGIS for Desktop	Per Core	10
11	Splunk for Central Audit Logging	Per Server	2
12	Oracle Audit Vault & Database Firewall	Per Core	1
13a	<p>SAS Visual Analytics</p> <p>SAS Fraud Framework for Healthcare</p> <p>SAS Enterprise Case Management for Healthcare</p> <p>The SAS licenses purchased in this bundle provide access to specific software components by a maximum number of authorized users as follows:</p> <p>SAS Visual Analytics – 150 users</p> <p>SAS Advanced Analytics – 80 users</p> <p>SAS Enterprise Miner – 80 users</p> <p>SAS Text Miner – 80 users</p> <p>SAS Forecast Server – 80 users</p> <p>SAS Model Manager – 80 users</p> <p>SAS Bridge to ESRI – 80 users</p> <p>SAS/STAT – 80 users</p> <p>SAS/ETS – 80 users</p> <p>SAS ECM – 50 users</p>	Per Core	<p>48</p> <p>(Three 16-core non-distributed environments)</p>

Item #	License Description	License Basis	Number of Licenses
13b	SAS Grid Metric bundle, for efficient management of the SAS environments: - SAS Grid Manager - Base SAS for Grid - SAS/CONNECT for Grid	Per Core	48 Cores
14	IBM i2 Information Exchange Visualizer IBM i2 Analyst's Notebook	Per Seat	10
15	IBM InfoSphere DataStage Orchestrate	Per Server	1
16	Microsoft SQL Server	Per Server	2
17a	Truven Health Advantage Suite Advantage Suite Ad Hoc Report Writer shall be accessible by up to 150 authorized users.	By Size of Entity, as measured by Total Members	Up to 1,316,083 Members
17b	Truven Health Medical Episodes Grouper (MEG), as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,316,083 Members
17c	Verisk Health DxCGs All-Encounter Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,316,083 Members
17d	Verisk Health DxCGs RxGroups Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,316,083 Members
17e	Verisk Health DxCGs Likelihood of Hospitalization Model, as delivered in Advantage Suite	By Size of Entity, as measured by Total Members	Up to 1,316,083 Members
18	Truven Health Physician Performance Assessment (PPA), a module of Advantage Suite	By Number of Physician Users	Up to 1,000
19	Truven Data Warehouse Core Model	Per Entity	1
20	Truven Data Warehouse Core Transformation	Per Entity	1
21	Truven Data Warehouse Core Quality Reports	Per Entity	1
22	Truven Data Warehouse Core Reconciliation	Per Entity	1
23a	Dell/Quest TOAD Data Point Professional Edition	Per User	75
23b	Dell/Quest TOAD for Oracle Professional Edition	Per User	5
24	DRUGDEX, beginning November 15, 2015	Per Core	1

Item #	License Description	License Basis	Number of Licenses
	Up to 5 authorized users will have access to DRUGDEX		
25	Micromedex Clinical Knowledge Suite Free Trial, until June 30, 2016	Per Entity	1
26	Tableau Desktop – Professional User – License (added pursuant to Contract Amendment 2, bringing total number of Professional User Licenses to 38)	Per User	15
27	Tableau Desktop – Professional User – Maintenance (the Department owned 23 licenses as of June 2016. Maintenance through BiDM contract started May 2017)	Per User	38
28	Tableau Server – Core Enterprise License Server – Core Enterprise Maintenance	Per User	8
29	Additional Tableau Desktop – Professional User – Additional Licenses and Maintenance (added pursuant to Contract Amendment 6, bringing total number of Professional User Licenses to 58)	Per User	20

- 1.1.1.3.1.1. For the purposes of this License Table, the license basis descriptions shall be interpreted as follows:
- 1.1.1.3.1.1.1. Per User – A licensing metric that is measured based on the number of unique named users.
- 1.1.1.3.1.1.2. Per Entity – A licensing metric that is measured based on the unique entity receiving the license, regardless of the number of individual users within that entity.
- 1.1.1.3.1.1.3. Per Core – A licensing metric that is measured based on the number of individual computational units, or processors, of a computer or server, which read instructions to perform actions related to the license. A core may be physically part of the system in a single or multiple core configuration or may be a virtual core.
- 1.1.1.3.1.1.4. Per Server – A licensing metric that is measured based on the number of physical or virtual instances running the application. An instance includes all computer cores, storage, memory, network connectivity and operating system.
- 1.1.1.3.1.1.5. Per Seat – A licensing metric that is measured based on the number of unique workstations with that license. In cases where individual users have their own workstations, this may be counted in the same way as Per User licenses.
- 1.1.1.3.1.1.6. By Size of Entity, as measured by Total Members – A licensing metric that is measured based on the size of the unique entity to which the license applies.



- 1.1.1.3.1.1.7. By Number of Physician Users – A licensing metric that is measured based on the unique named Providers who are users.
- 1.1.1.3.2. Not included in the Contractor's licensing to the State are the following applications:
  - 1.1.1.3.2.1. Truven DataProbe System, a data investigation tool Contractor will use for database management functions.
  - 1.1.1.3.2.2. Microsoft SharePoint, a collaborative work environment that Contractor will use to manage the project.
  - 1.1.1.3.2.3. Oracle Exadata for data storage and management.
  - 1.1.1.3.2.4. Oracle Transparent Data Encryption (TDE) for advanced security.
  - 1.1.1.3.2.5. Oracle Advanced Security for encryption of data traversing internally via the Truven network and the database.
  - 1.1.1.3.2.6. Oracle Enterprise Manager (OEM) to keep the data warehouse running optimally.
  - 1.1.1.3.2.7. Various system administration systems, security administration systems, environment management systems, and data management systems that Contractor uses to manage data and systems for multiple customers whose solutions are hosted in Contractor's data centers.
- 1.1.1.3.3. The Contractor shall provide all licenses described in the License Table in Section 1.1.1.3.1.
  - 1.1.1.3.3.1. In the event that the name of a license contained in the License Table changes, but otherwise contains the same functionality, the Parties may agree to use that new name through a transmittal without a formal amendment to this Contract.
  - 1.1.1.3.4. In the event that the Contractor requires additional licenses for its own staff to meet any requirement listed in this Contract, the Contractor shall provide all such licenses necessary to meet the requirements of this Contract at no additional cost to the Department. This shall not apply to additional licenses required for Department staff use or required based on incorrect information provided by the Department. This shall also not apply to additional licenses needed as a result of the addition of requirements through an amendment to this Contract, and the need for all such additional licenses resulting from requirements added through an amendment shall be negotiated as a part of that amendment.
    - 1.1.1.3.4.1. In the event that additional or new licenses are required for Department staff use, are required based on incorrect information provided by the Department or are needed as a result of the addition of requirements through an amendment to this Contract, the Contractor shall provide those licenses to the Department at a cost that does not exceed the Contractor's cost to acquire the license, plus an administrative cost of ten percent (10%) of the cost of the license.
- 1.1.1.4. The Contractor shall break out payment components on its invoice as directed by the Department and to provide information necessary for the Department to get enhanced federal funding.
- 1.1.2. One-Time Payments
  - 1.1.2.1. The Department shall make the following One-Time Payments to the Contractor as described in this section:

1.1.2.1.1.

Reference Amendment 6-2017: One-Time Payment Table

Payment Amount	Associated Contract Stage	Payment Due Date
\$1,162,500.00	BIDM Implementation Contract Stage I	June, 2015
\$1,727,826.00	BIDM Implementation Contract Stage I	July, 2015
\$1,000,000.00	BIDM Implementation Contract Stage II	June, 2015
\$192,903.00	BIDM Implementation Contract Stage II	July, 2015
\$192,903.00	BIDM Implementation Contract Stage II	August, 2015
\$192,903.00	BIDM Implementation Contract Stage II	September, 2015
\$192,903.00	BIDM Implementation Contract Stage II	October, 2015
\$192,903.00	BIDM Implementation Contract Stage II	November, 2015
\$192,903.00	BIDM Implementation Contract Stage II	December, 2015
\$1,824,084.00	BIDM Implementation Contract Stage II	January, 2016
\$1,000,000.00	BIDM Ongoing Operations and Enhancement Contract Stage – Year 2	December, 2017
\$4,099,803.00	BIDM Ongoing Operations and Enhancement Contract Stage – Year 3	July, 2018

1.1.2.1.2.

The Contractor shall invoice all One-Time Payments in the month following the payment due date for that One-Time Payment shown in the table above.

1.1.3.

Enhancement Projects

1.1.3.1.

Enhancement Project Rate Table

Enhancement Project Position	Base Hourly Rate
Analytics Staff	\$138.00
Operations Staff	\$116.00
System/Interface Staff	\$138.00
Testing and Validation Staff	\$98.00
Business Analyst Staff	\$116.00
Technical Writing and System Documentation Staff	\$88.00
Project Management Staff	\$138.00
Administrative Support Staff	\$76.00

1.1.3.2.

The Department shall pay the Contractor for each Enhancement project for the hours described in the Department-approved requirements for that Enhancement project.

1.1.3.3.

All Enhancement project hours shall be paid based on the rates as follows:

1.1.3.3.1.

The base hourly rates shown in the Enhancement Project Rate Table above are valid for SFY 2014-15.

- 1.1.3.3.2. For each SFY after SFY 2014-15, the base hourly rate shall increase by three percent (3%) per SFY.
- 1.1.3.4. The Base Hourly Rate shall apply to hours actually expended directly on the Enhancement project work, as accounted for by the Contractor.
- 1.1.4. Multistate Initiatives
- 1.1.4.1. The Contractor shall review new BIDM capabilities implemented for other states with the Department for potential inclusion in the Colorado BIDM. The Contractor shall provide an estimate for implementing capabilities from other states into the Colorado BIDM as requested by the Department. If required, the Department will obtain agreement from the affected state.
- 1.1.4.2. If the Department decides to participate in a multi-state collaborative BIDM development initiative, the Department may have to pay a fee representing its share of the common development expenses. The Contractor shall then provide an estimate for implementing the collaborative-sponsored capability into the Colorado BIDM as requested by the Department.
- 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	

- 1.1.6. Reference Amendment 6-2017: The twenty (20) Additional Tableau licenses listed as Item #29 in Exhibit E, Section 1.1.1.3.1, License Table shall be provided and maintained by the Contractor as provided in section 1.1.6.1. below.

1.1.6.1. Reference Amendment 6-2017: Additional Tableau Licenses Payment Table

Tableau License Task	Date Due to the Department	Payment Amount to be Invoiced After Delivery
Provide 20 Additional Tableau Desktop Professional Licenses for Department staff use	One (1) calendar week after the execution of Contract Amendment 6	\$30,381.00
Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 1	One (1) calendar week after the execution of Contract Amendment 6	\$8,317.80
Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 2	January 1, 2019	\$8,733.69
Annual Maintenance for 20 Tableau Desktop Professional Licenses – Year 3	January 1, 2020	\$9,170.37
<b>TOTAL</b>		<b>\$56,602.86</b>

2. QUALITY MAINTENANCE PAYMENTS & PERFORMANCE STANDARDS

2.1.1. The Department shall pay the Contractor the following Quality Maintenance Payments (QMPs) as described in this section:

2.1.1.1. One-Time DDI QMPs

2.1.1.1.1. One-Time DDI QMP Table

DDI QMP Name	DDI QMP Amount
BIDM Implementation Contract Stage I QMP	\$350,000.00
BIDM Implementation Contract Stage II QMP	\$400,000.00
CMS Certification QMP	\$300,000.00

2.1.1.1.2. The Contractor may earn the amounts shown in the One-Time DDI QMP Table as follows:

2.1.1.1.2.1. DDI QMP Release Criteria

Contract Stage	QMP Release Criteria
BIDM Implementation Contract Stage I	Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the BIDM Implementation Contract Stage I.
BIDM Implementation Contract Stage II	Department releases QMP after Department has accepted all deliverables and determined the Contractor has met all requirements for the BIDM Implementation Contract Stage II.
CMS Certification Project Phase	Department releases QMP following receipt of official CMS certification of the BIDM.

- 2.1.1.1.3. The Department shall pay the Contractor all One-Time DDI QMPs once those QMPs are earned by the Contractor. Once the Department has determined that the Contractor has earned a QMP, the Department will provide the Contractor with Authorization to invoice for that QMP.
- 2.1.1.1.4. If the Contractor believes that the Contractor is not at fault for a delay that results in the Department not making the payment of any One-Time DDI QMP, other than the CMS Certification QMP, then the Contractor may dispute the Department's decision through the Dispute Process. The Dispute Process related to the non-payment of a QMP shall not begin until at least sixty (60) Business Days have passed from when the Contractor has notified the Department in writing that the Contractor believes the delay in paying the QMP is because of circumstances beyond the Contractor's control.
- 2.1.1.1.4.1. The CMS Certification QMP shall only be made by the Department after the Department has officially received certification of the BIDM from CMS, regardless of any delay in receiving certification. The Contractor shall not dispute the Department's decision to not pay the CMS Certification QMP prior to the Department's official receipt of CMS's certification of the BIDM. The Department expects that the CMS Certification QMP will be paid in SFY 2016-17, but in the event that a delay in CMS's certification of the BIDM would result in the payment of that QMP being made in a later SFY, the Parties will amend the Contract accordingly.
- 2.1.1.2. Quality Maintenance Payment—BIDM Ongoing Operations and Enhancements Contract Stages
- 2.1.1.2.1. The Contractor may earn an Ongoing Operations QMP for an applicable time period for each performance standard listed in the Ongoing Operations QMP Tables shown below that the Contractor meets or exceeds all components of during that time period. If the Contractor fails to meet or exceed a performance standard, or any component of a performance standard, listed in the Ongoing Operations QMP Tables during a time period, then the Contractor shall not earn an Ongoing Operations QMP for that performance standard for that time period.
- 2.1.1.2.1.1. If the Ongoing Operations QMP is for a monthly performance standard, as shown in the Ongoing Operations QMP Tables below, then the Contractor may only earn the Ongoing Operations QMP for that month if the Contractor meets or exceeds all components of that performance standards during the month. The Contractor may only earn an Ongoing Operations QMP for a monthly performance for each full month in which the Contractor meets or exceeds all components of that performance standards during the month.
- 2.1.1.2.1.2. If the Ongoing Operations QMP is for a quarterly performance standard, as shown in the Ongoing Operations QMP Tables below, then the Contractor may only earn the Ongoing Operations QMP for that quarter if the Contractor meets or exceeds all components of that performance standards during the quarter. All quarters for the purposes of Ongoing Operations QMPs shall be the same as calendar quarters. In the event that any Ongoing Operations and Enhancement Contract Stage year begins on a day that is not the beginning of a calendar quarter, then the Contractor shall only be paid an Ongoing Operations QMP for each full quarter in which the Contractor met or exceeded all components of that performance standard during the quarter.

- 2.1.1.2.1.3. If the Ongoing Operations QMP is for a semiannual performance standard, as shown in the Ongoing Operations QMP Tables below, then the Contractor may only earn the Ongoing Operations QMP for that semiannual period if the Contractor meets or exceeds all components of that performance standards during the semiannual period. The first semiannual period shall begin in July and last six (6) months until the end of December of a SFY. The second semiannual period shall begin in January and last six (6) months until the end of June of that SFY. In the event that any Ongoing Operations and Enhancement Contract Stage year begins on a day that is not the beginning of a semiannual period, then the Contractor shall only be paid an Ongoing Operations QMP for each full semi-annual period in which the Contractor met or exceeded all components of that performance standard during the semi-annual period.
- 2.1.1.2.1.4. If the Ongoing Operations QMP is for an annual performance standard, as shown in the Ongoing Operations QMP Tables below, then the Contractor may only earn the Ongoing Operations QMP for that annual period if the Contractor meets or exceeds all components of that performance standards during the annual period. Each annual period shall be the same as a SFY, but in the event that any Ongoing Operations and Enhancement Contract Stage year begins on a day that is not the beginning of a SFY or ends on a day that is not the end of an SFY, then the Contractor shall be paid the full amount for any earned Ongoing Operations QMPs completed during that Annual Period.
- 2.1.1.2.2. An Ongoing Operations QMP shall be applied to all of the performance standards and requirements listed in this section. Some of these performance standards may duplicate performance standards contained in Exhibit G. For each standard from Exhibit G that duplicates a standard in Exhibit E, the Contractor shall apply the standard in Exhibit G with the associated requirement in Exhibit C as part of its compliance with the performance standard in this section in order to earn a QMP for that performance standard.
- 2.1.1.2.3. During the first one-hundred and eighty (180) calendar days of the first year of the BIDM Ongoing Operations and Enhancement Contract Stage, the Department may make a QMP for a performance standard, even if the Contractor has not met the performance standard for that QMP, at the Department's discretion.
- 2.1.1.2.4. The following table shows the Ongoing Operations QMP allocation to each of the performance standards. The Contractor shall earn the listed Ongoing Operations QMP for a performance standard for each month during any annual BIDM Ongoing Operations and Enhancement Contract Stage that the Contractor meets or exceeds that performance standard.
- 2.1.1.2.4.1. The Contractor may only earn the QMP for each performance standard once during a specified time period, and in no event shall the total of all QMPs for a time period exceed the QMP total shown in the following table for the BIDM Ongoing Operations and Enhancement Contract Stage Year in which the time period occurs:

- 2.1.1.2.4.1.1. Reference Amendment 6-2017: THIS REQUIREMENT INTENTIONALLY DELETED.
- 2.1.1.2.4.1.2. Reference Amendment 6-2017: THIS REQUIREMENT INTENTIONALLY DELETED.
- 2.1.1.2.4.1.3. Reference Amendment 6-2017: THIS REQUIREMENT INTENTIONALLY DELETED.
- 2.1.1.2.4.1.4. Reference Amendment 6-2017: THIS REQUIREMENT INTENTIONALLY DELETED.
- 2.1.1.2.4.1.5. Reference Amendment 6-2017: As mutually agreed by the Parties, any performance standards, component of a performance standard or measurement method for any performance standard listed in this table may be clarified through the use of a Transmittal. The parties may not use a Transmittal to modify the amounts of any QMP or add, modify or delete any performance standard contained herein other than to clarify how a performance standard is to be met or measured.
- 2.1.1.2.4.1.6. Reference Amendment 6-2017: Ongoing Operations QMP Performance Standards Table – BIDM Ongoing Operations and Enhancement Contract Stage Year 1 and BIDM Ongoing Operations and Enhancement Contract Stage Year 2 (July 1, 2017 – December 31, 2017).

Performance Standard	BIDM Ongoing Operations and Enhancement Contract Stage – Year 1 <sup>1</sup> (April 17, 2017 – June 30, 2017) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (July 1, 2017 – December 31, 2017) QMP
<b>Monthly QMP Performance Standards</b>		
<p><b>Help Desk Performance Standard:</b></p> <p>Help Desk Performance Standard applies only to user help requests that are submitted to Contractor's corporate Customer Support Center via toll-free telephone call, email or web site log in.</p> <p><i>Component 1:</i> Call wait times in the call center were less than or equal to one (1) minute per every fifteen (15) calls received per hour at all times during the month.</p> <p><i>Component 2:</i> No more than five percent (5%), per every fifteen (15) calls received per hour, were abandoned during the month.</p>	\$5,403.22	\$5,403.24
<p><b>Help Ticket Performance Standard</b></p> <p><i>Component 1:</i> All Priority Level 1 tickets were responded to within thirty (30) minutes and were either resolved or escalated to project development and management within four (4) business hours. Priority Level 1 tickets are defined as those where the user is experiencing a condition that disables use of or access to the BIDM, no workaround is available, and an immediate solution is required.</p> <p><i>Component 2:</i> All Priority Level 2 tickets were responded to within sixty (60) minutes and were either resolved or escalated to project development and management within eight (8) business hours. Priority Level 2 tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the BIDM, no reasonable workaround is available, and an immediate solution is required.</p>	\$5,403.22	\$5,403.24



<p><i>Component 3:</i> All Priority Level 3 tickets were responded to within one (1) Business Day and were either resolved or escalated to project development and management within three (3) Business Days. Priority Level 3 tickets are defined as those where overall production is operational with no major impact on the Department's business operation, functionality differs from the intended design, or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.</p> <p><i>Component 4:</i> All Priority Level 4 tickets were responded to within two (2) Business Days and were either resolved or escalated to project development and management within five (5) Business Days. Priority Level 4 tickets are defined as requests for information or new BIDM features, or issues that do not regularly occur.</p>		
<b>Total of all Monthly QMPs</b>	<b>\$10,806.44</b>	<b>\$10,806.48</b>
<b>Quarterly QMP Performance Standards</b>		
System Performance Standard:		
<p><i>Component 1:</i> Components related to the number of concurrent users that can access the System, System Tools, and the BIDM Web Portal measured by system availability and response time to be added by a Contract amendment once system development is further defined.</p>	N/A	\$19,864.86
Refresh Rate Standard:		
<p><i>Component 1:</i> Components related to data refresh rate required to meet this standard to be added by a Contract amendment once system development is further defined.</p>	N/A	\$19,864.86
<b>Total of all Quarterly QMPs</b>	<b>\$0.00</b>	<b>\$39,729.72</b>
<b>Semiannual QMP Performance Standards</b>		
Business Continuity / Disaster Recovery Performance Standard:		
<p><i>Component 1:</i> A current and approved Business Continuity / Disaster Recovery Plan was in place at all times during the semiannual period.</p> <p><i>Component 2:</i> The Contractor provided recommended updates during the semiannual period –OR– the Contractor reported that no updates were necessary during the period.</p> <p><i>Component 3:</i> Because the BIDM is not a mission critical service as defined by the Department and OIT, all core services were recovered within five (5) days and data was restored within twenty-four (24) hours of the last known good production state after the declaration of a production disaster during the semiannual period –OR– there was no declaration of a production disaster during the semiannual period.</p>	N/A	\$62,469.12
Training Performance Standard		
<p><i>Component 1:</i> All Training programs delivered by Contractor for Department BIDM users Level II (Business Users) or III (Advanced Users): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 2:</i> All Training programs delivered by Contractor for Department BIDM users Level I (Least skilled): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p>	N/A	\$31,610.88



<p><i>Component 3:</i> All Training programs delivered by Contractor for BIDM Web Portal Users (i.e., Providers, RCCOs, and other authorized users not employed by the Department): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is "Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p>		
<b>Total of all Semiannual QMPs</b>	<b>\$0.00</b>	<b>\$94,080.00</b>
<b>Annual Performance Standards</b>		
<p><b>Staff Retention Performance Standard:</b></p> <p><i>Component 1:</i> All Key Personnel vacancies were filled within sixty (60) calendar days during the year –OR– no Key Personnel vacancies occurred during the year.</p> <p><i>Component 2:</i> All Key Personnel had a performance evaluation performed by the Contractor that incorporated input provided by the Department during the year and all evaluations were documented.</p> <p><i>Component 3:</i> All Key Personnel were dedicated to this Contract full time, unless otherwise noted in Exhibit C, Requirements, as documented by the Contractor's time keeping system.</p>	\$31,783.61	N/A
<p><b>MITA Performance Standard:</b></p> <p><i>Component 1:</i> Component related to maintaining and improving the BIDM functionality associated with BIDM system requirements, Exhibit C, Sections 9.0 through 22.0, required to meet this standard to be added by a Contract amendment once system development is further defined.</p> <p><i>Component 2:</i> Component related to maintaining and improving the BIDM functionality associated with BIDM data management and System Tools, Exhibit C, Sections 23.0 through 32.0, required to meet this standard to be added by a Contract amendment once system development is further defined.</p> <p><i>Component 3:</i> Component related to maintaining and improving the BIDM functionality associated with BIDM operations requirements, Exhibit C, Sections 33.0 through 42.0, required to meet this standard to be added by a Contract amendment once system development is further defined.</p>	\$31,783.61	N/A
<p><b>System Turnover Plan Update Performance Standard</b></p> <p><i>Component 1:</i> The System Turnover plan was updated during the year, as documented by the version date on the most recently approved plan.</p>	\$0.00	\$10,594.60 <sup>2</sup>
<b>Total of all Annual QMPs</b>	<b>\$63,567.22</b>	<b>\$10,594.60</b>
<p><sup>1</sup> Due to the delayed Operational Start Date, BIDM Ongoing Operations and Enhancement Contract Stage Year 1 began on April 17, 2017 and ended June 30, 2017.</p> <p><sup>2</sup> Due to the delayed Operational Start Date, this QMP was moved to BIDM Ongoing Operations and Enhancement Contract Stage Year 2.</p>		

## 2.1.1.2.4.1.7.

Reference Amendment 6-2017: Quarterly Ongoing Operations QMP  
Performance Standards Table - BIDM Ongoing Operations and  
Enhancement Contract Stage Year 2 (Jan. 1, 2018 – June 30, 2018) –  
BIDM Ongoing Operations and Enhancement Contract Stage Year 6

Performance Standard	BIDM Ongoing Operations and Enhancement Contract Stage – Year 2 (January 1, 2018 – June 30, 2018) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 3 (July 1, 2018 – June 30, 2019) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 4 (July 1, 2019 – June 30, 2020) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 5 (July 1, 2020 – June 30, 2021) QMP	BIDM Ongoing Operations and Enhancement Contract Stage – Year 6 (July 1, 2021 – June 30, 2022) QMP
<p>Help Desk Performance Standard:</p> <p>Help Desk Performance Standard applies only to user help requests that are submitted to Contractor's corporate Customer Support Center via toll-free telephone call, email or web site log in.</p> <p><i>Component 1:</i> Call wait times in the call center were less than or equal to one (1) minute per every fifteen (15) calls received per hour at all times during the month.</p> <p><i>Component 2:</i> No more than five percent (5%), per every fifteen (15) calls received per hour, were abandoned during the month.</p>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$4,189.50
<p>Help Ticket Performance Standard</p> <p><i>Component 1:</i> All Priority Level 1 tickets were responded to within thirty (30) minutes and were either resolved or escalated to project development and management within four (4) business hours. Priority Level 1 tickets are defined as those where the user is experiencing a condition that disables use of or access to the BIDM, no workaround is available, and an immediate solution is required.</p> <p><i>Component 2:</i> All Priority Level 2 tickets were responded to within sixty (60) minutes and were either resolved or escalated to project development and management within eight (8) business hours. Priority Level 2 tickets are defined as those where the user is experiencing a condition that frequently disrupts or limits use of the BIDM, no reasonable workaround is available, and an immediate solution is required.</p> <p><i>Component 3:</i> All Priority Level 3 tickets were responded to within one (1) Business Day and were either resolved or escalated to project development and management within three (3) Business Days. Priority Level 3 tickets are defined as those where overall production is operational with no major impact on the</p>	\$13,110.81	\$11,025.00	\$11,025.00	\$11,025.00	\$6,284.25

<p>Department's business operation, functionality differs from the intended design, or help is needed to answer non-critical issues, and a reasonable workaround is available, or an immediate solution is not required.</p> <p><i>Component 4:</i> All Priority Level 4 tickets were responded to within two (2) Business Days and were either resolved or escalated to project development and management within five (5) Business Days. Priority Level 4 tickets are defined as requests for information or new BIDM features, or issues that do not regularly occur.</p>					
<p><b>System Performance Standard:</b></p> <p><i>Component 1:</i> The production BIDM system infrastructure, including servers, network, and storage appliances, maintained an availability of 97% during business hours AND the downtime of a system or service due to unplanned events did not exceed 16 business hours per calendar quarter.</p> <p><i>Component 2:</i> The production BIDM System Tools maintained an availability of 97% during business hours AND the downtime of a system tool or the BIDM Web Portal due to unplanned events did not exceed 16 business hours per calendar quarter.</p> <p><i>Component 3:</i> The production BIDM Cognos and Advantage Suite tools supported the execution of at least 50 concurrent reports. This shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan.</p> <p><i>Component 4:</i> The BIDM Web Portal was available to all authorized BIDM users 24 hours per day, 7 days per week, except for regularly scheduled downtime.</p> <p><i>Component 5:</i> The production BIDM Cognos and Advantage Suite reports maintained expected runtime and expected response time for 95% of executions. Successful execution and response times shall be captured daily and measured monthly as defined in the System Operations and Maintenance Plan. The list of BIDM Cognos and Advantage Suite reports to be measured are to be defined in the System Operations and Maintenance Plan and reviewed monthly.</p>	\$34,962.17	\$29,400.00	\$29,400.00	\$29,400.00	\$16,758.00
<p><b>Refresh Rate Standard:</b></p> <p><i>Component 1:</i> The BIDM System refreshed production environment Data Warehouse data tables within one (1) business day of data receipt with usable/valid data from the Fiscal Agent or other data supplier. The Contractor audited key</p>	\$21,851.36	\$18,375.00	\$18,375.00	\$18,375.00	\$10,473.75

elements such as record counts and financial totals for each data load. The key elements to be audited are to be defined in the System Operations and Maintenance Plan.					
<p>Business Continuity / Disaster Recovery Performance Standard:</p> <p><i>Component 1:</i> A current and approved Business Continuity / Disaster Recovery Plan was in place at all times during the quarterly period.</p> <p><i>Component 2:</i> The Contractor provided recommended updates during the quarterly period –OR– the Contractor reported that no updates were necessary during the period.</p> <p><i>Component 3:</i> Because the BIDM is not a mission critical service as defined by the Department and OIT, all core services were recovered within five (5) days and data was restored within twenty-four (24) hours of the last known good production state after the declaration of a production disaster during the quarterly period –OR– there was no declaration of a production disaster during the quarterly period.</p>	\$8,740.54	\$7,350.00	\$7,350.00	\$7,350.00	\$4,189.50
<p>Training Performance Standard</p> <p><i>Component 1:</i> All Training programs delivered by Contractor for Department BIDM users Level II (Business Users) or III (Advanced Users): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 2:</i> All Training programs delivered by Contractor for Department BIDM users Level I (Least skilled): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.</p> <p><i>Component 3:</i> All Training programs delivered by Contractor for BIDM Web Portal Users (i.e., Providers, RCCOs, and other authorized users not employed by the Department): Contractor's training program received an average score of at least 3.5 on a scale of 1-5 where "5" is "Excellent", "4" is "Good, and "3" is</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$8,379.00

Satisfactory", on an opinion survey of all trainees following their training class, based on the scores of the trainees that completed the class, and averaged across all classes and survey responses.					
<p>Staff Retention Performance Standard:</p> <p><i>Component 1:</i> All Key Personnel vacancies were filled within sixty (60) calendar days during the year –OR– no Key Personnel vacancies occurred during the year.</p> <p><i>Component 2:</i> All Key Personnel had a performance evaluation performed by the Contractor that incorporated input provided by the Department during the year and all evaluations were documented and made available to the Department.</p> <p><i>Component 3:</i> All Key Personnel were dedicated to this Contract full time, unless otherwise noted in Exhibit C, Requirements, as documented by the Contractor's time keeping system.</p>	\$17,481.08	\$14,700.00	\$14,700.00	\$14,700.00	\$8,379.00
<p>MITA Performance Standard:</p> <p><i>Component 1:</i> All BIDM hardware and software licenses were renewed on time and did not expire. The production BIDM hardware and software licenses are to be managed by the Operations and System Management team.</p> <p><i>Component 2:</i> Unplanned events that affected the production BIDM environment and were due to upgrades and patch deployments were limited to no more than 3 incidents per quarter. Upgrades and patching of the BIDM infrastructure, systems, and applications were deployed and tested in the available development and test environments before they were promoted to production.</p> <p><i>Component 3:</i> The Contractor delivered required standard reports on time by the due date agreed upon in the approved Communication Management Plan.</p> <p><i>Component 4:</i> The Contractor delivered required outbound extracts on time by the due date agreed upon in the approved System Operations and Maintenance Plan.</p>	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$12,568.50
<p>Defect Resolution Performance Standard:</p> <p>Defect Resolution Performance Standard applies to defects that are discovered during any type of testing or while functionality is in production.</p>	\$26,221.63	\$22,050.00	\$22,050.00	\$22,050.00	\$12,568.50

<i>Component 1:</i> All Critical defects were resolved within 3 business days of being opened. <i>Component 2:</i> All High defects were resolved within 30 calendar days of being opened. <i>Component 3:</i> All Medium defects were resolved within 60 calendar days of being opened. <i>Component 4:</i> All Low or Cosmetic defects were resolved within 90 calendar days of being opened.					
Turnover Performance Standard					
<i>Component 1:</i> All requirements of the most recently approved System Turnover Plan were completed.	\$0.00	\$0.00	\$0.00	\$0.00	\$63,210.00
<b>Total of all Quarterly QMPs</b>	\$174,810.84	\$147,000.00	\$147,000.00	\$147,000.00	\$147,000.00

### **3. CLARIFICATIONS**

- 3.1. Calculations to determine if a QMP was earned shall not include:
  - 3.1.1. Any failure to meet a performance standard that was caused by an event of Force Majeure as defined in Section 20.D, Force Majeure;
  - 3.1.2. Any failure to meet a performance standard that was caused by a planned interruption where the Department has received prior notification; or
  - 3.1.3. Any failure to meet a performance standard that could have been prevented through execution of a written proposal by the Contractor that was not implemented at the request of the State.
- 3.2. Where time measurement is required in a performance standard, the duration shall be measured from the time the Contractor knows or should know of the issue that caused the time measurement to be required through the time the Department receives notification of resolution. The calculation of any duration shall not include:
  - 3.2.1. Time period(s) where the Contractor does not have access to a physical State location where access is necessary for problem identification and resolution; or
  - 3.2.2. Time period(s) where the Contractor is unable to obtain necessary information from the State.
- 3.3. For all calculations related to QMPs, all decimals shall be rounded to two decimal places, with five and greater rounding up and four and less rounding down, unless otherwise specified.
- 3.4. The QMP percentage shall only be applied to a single QMP standard during any reporting period. Performance standards shall be measured in the specified reporting period and treated as pass/fail when calculated for QMP application.
- 3.5. QMP standards shall not be invoked for any other instance where other liquidated damages would apply.

### **4. PERFORMANCE STANDARD REPORTING—QMP**

- 4.1. Each month, the Contractor shall consolidate the review findings for the QMP-related performance standards into a single report, the QMP Response Summary Report, for each QMP that may be earned as of that month. This report shall list each standard and each component of a standard, with a corresponding reference number, an indicator showing the results category and the associated total QMP amount that will be invoiced.
- 4.2. The following are the four results categories that will be used in the QMP Response Summary Report:
  - 4.2.1. Met-Yes—The criteria for this standard or component were met for the reporting period and deemed Billable/Pass.
  - 4.2.2. Met-No—The criteria for this standard or component were not met for the reporting period and deemed Not Billable/Fail.
  - 4.2.3. N/A—This standard or component was not relevant for the reporting period and, therefore, was not measured and deemed Billable. No DRA event occurred during the reporting period.
  - 4.2.4. Waived—The Department agreed to waive the application for this standard or component during the reporting period because of extenuating circumstances and deemed Billable.
- 4.3. The Contractor shall attach the QMP Response Summary Report to the monthly invoice as documentation to support the amount of QMP claimed.

- 4.3.1. In addition to the QMP Response Summary Report, the Contractor shall provide necessary data, information or access for the Department to verify the information provided in the QMP Response Summary Report or the Contractor's invoice.

## 5. RELEASE SCHEDULE MANAGEMENT PLAN PAYMENTS

- 5.1. Reference Amendment 6-2017, Reference Amendment 2-2016: In addition to any other payments for which the Contractor may invoice under the contract, payments for the period of July 1, 2016 to June 30, 2018 will be made as stated in Exhibit E, Section 5.1.2. Detailed deliverable requirements traceability shall be maintained in the Project Management Plan.

- 5.1.1. Reference Amendment 6-2017, Reference Amendment 2-2016: Upon delivering the complete release schedule deliverables listed below (as specified in the Release Schedule Management Plan), Contractor shall invoice Department for the payment associated with each deliverable(s). Contractor may invoice for these amounts in addition to any other contract invoices.

- 5.1.2. Reference Amendment 6-2017, Reference Amendment 2-2016: Release Schedule Management Plan Deliverables Payment Table

Release Schedule Management Plan Deliverables	Contract Reference Number(s)	Acceptance Criteria for Payment	Payment Amount	Anticipated Fiscal Year
• ACC Stakeholder Engagement Onsite Visits and Presentations	Exhibit C, 47.1 – 47.1.8.3.2	Department Approval	\$401,294.00	SFY 16-17
• RCCO/PCMP Interim PPA Reporting	Exhibit C, 21.1	Department Approval for Promotion to Production	\$401,294.00	SFY 17-18
• Updated Quarter 3 and Quarter 4 2017 Design Specification Document (DSD)	Exhibit C, 2.44	Department Review and Approval of DSD	\$519,803.00	SFY 17-18
• Advantage Suite System Integration Testing 1 complete	See Exhibit C contract requirements related to Advantage Suite	Department Acceptance of Advantage Suite System Integration Test 1 Test Results	\$503,355.00	SFY 17-18
• Advantage Suite System Integration Testing 2 complete	See Exhibit C contract requirements related to Advantage Suite	Department Acceptance of Advantage Suite System Integration Test 2 Test Results	\$2,300,000.00	SFY 17-18
• Advantage Suite Release to Production (3 years of data)	See Exhibit C contract requirements related to Advantage Suite	Department Approval of Promotion to Production	\$2,500,000.00	SFY 17-18



• Enhanced PPA Promotion to Production	Exhibit C, 28.1, 28.7, 28.13, & 28.18	Department Approval of Promotion to Production	\$1,000,000.00	SFY 17-18
• T-MSIS Promotion to UAT (PORT files submitted to internal validation engine and results shared with the Department)	Exhibit C, 31.46	Department Acceptance of internal Test Results	\$750,000.00	SFY 17-18
• All Payer Claims Database (Outbound) (Testing with CIVHC Begins)	Exhibit C, 17.5	Department Acceptance of System Integration Test Results	\$750,000.00	SFY 17-18
• T-MSIS Promotion to Production	Exhibit C, 31.46	Department Approval of Promotion to Production	\$500,000.00	SFY 17-18
• CMS 64 Report Submitted to UAT	Exhibit C, 31.9	Department Approval of Promotion to UAT	\$750,000.00	SFY 17-18
• CMS 21 Report Submitted to UAT				
• CMS 372 Reports Submitted to UAT	Exhibit C, 31.8	Department Approval of Promotion to UAT	\$230,197.00	SFY 17-18
• ICM to UAT for Audits and Compliance	Exhibit C, 32.12	Department Approval of Promotion to UAT	\$619,803.00	SFY 17-18
TOTAL			\$11,225,746.00	

## **6. QUARTERLY BASE COMPENSATION PAYMENTS**

- 6.1. Reference Amendment 6-2017, Reference Amendment 3-2016, Reference Amendment 2-2016: After the Department has reviewed and approved the 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.

- 6.1.1. Reference Amendment 6-2017, Reference Amendment 2-2016: Quarterly Release Schedule Management Plan Base Compensation Payment Table.

<b>Quarter End Date</b>	<b>Payment Amount</b>
December 31, 2016	\$1,026,185.44
March 31, 2017	\$1,399,343.78
June 30, 2017	\$1,819,146.95
September 30, 2017	\$2,238,950.00
December 31, 2017	\$3,226,018.15
<b>TOTAL</b>	<b>\$9,709,644.32</b>