

**CONTRACT AMENDMENT NO. 1**

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 add requirements related to the Medicare-Medicaid Program – Quality Measures Project.

**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	\$13,519,893.08
State Fiscal Year 2017-18	\$14,125,607.36
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
<b>Total for All State Fiscal Years</b>	<b>\$86,799,251.44</b>

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

State Fiscal Year 2015-16	\$160,000.00
State Fiscal Year 2016-17	\$289,246.00
State Fiscal Year 2017-18	\$253,246.00
State Fiscal Year 2018-19	\$75,000.00
<b>Total for All State Fiscal Years of Project</b>	<b>\$777,492.00</b>

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 46, Medicare-Medicaid Program - Quality Measures Project, is hereby added as follows:

**46. MEDICARE-MEDICAID PROGRAM – QUALITY MEASURES PROJECT**

- 46.1. Reference #TruvenA1-2016: Contractor shall develop a new integrated Medicare-Medicaid data set that can be used for the Accountable Care Collaborative: Medicare-Medicaid Program (ACC: MMP) shared savings quality metrics as well as future policy planning and analysis and shall produce the quality metrics for each of the three years of the ACC: MMP. Any changes to the approach detailed below will be handled via the BIDM Change Management Process.
- 46.1.1. **PROJECT OVERVIEW:** Contractor shall utilize secured infrastructure and resources to load and integrate Medicaid and Medicare claims, enrollment and provider files, as mutually agreed upon with the Department, and produce a set of quality metrics. Contractor shall phase in ten (10) quality metrics over the course of the MMP Project. Contractor shall produce six (6) of the quality metrics based on administrative data only and shall coordinate with the Department’s

chosen vendor for chart review to incorporate chart review findings for the remaining four (4) measures. The data set and applicable quality metrics will be updated annually for each of the three years of the MMP Project. Reporting periods and Data Submission Spreadsheet Template reporting deadlines are defined in the table in Exhibit C, Section 46.1.1.1:

46.1.1.1. Table: Reporting Periods and Data Submission Spreadsheet deadlines

Demonstration Year	Reporting Periods	Data Submission Spreadsheet Template reporting deadlines
Demonstration Year 1 (16 months)	September 1, 2014 – December 31, 2014 *	* <i>Data collected during this time period would be for informational purposes only.</i>
	January 1, 2015 – December 31, 2015	Deliverable: 46.1.3.23.1 December 29, 2016
Demonstration Year 2 (12 months)	January 1, 2016 – December 31, 2016	Deliverable: 46.1.4.21.1 October 31, 2017
Demonstration Year 3 (12 months)	January 1, 2017 – December 31, 2017	Deliverable: 46.1.5.17.1 October 31, 2018

46.1.2. **CONTRACTOR APPROACH:** The MMP Project will be divided into three (3) major phases of work with assumption of initial receipt of useable historic Medicaid Medicare data on February 29, 2016:

46.1.2.1. Demonstration Year 1 shall include initial database design, development, and implementation as well as specification, testing, and production of six (6) measures as indicated in the table in Exhibit C, Section 46.1.2.3.1.

46.1.2.2. Demonstration Year 2 shall include modifying the database for changes in source systems, updating with the most recent year of data, updating the six (6) measures from the prior year and developing, testing, and producing two (2) new measures, as indicated in the table in Exhibit C, Section 46.1.2.3.1.

46.1.2.3. Demonstration Year 3 shall include updating with the most recent year of data, updating the 8 measures from the prior year and developing, testing, and producing two (2) new measures as indicated in the table in Exhibit C, Section 46.1.2.3.1.

46.1.2.3.1. Table: Measure Production by Demonstration Year

Measure	Demonstration Year 1	Demonstration Year 2	Demonstration Year 3
All Cause Hospital Readmission (Plan All Cause Readmission NQF #1768) <b>Claim-based Measure</b>	X	X	X
Ambulatory Care-Sensitive Condition Hospital Admission (PQI Composite #90) <b>Claim-based Measure</b>	X	X	X
ED Visits for Ambulatory Care-Sensitive Conditions	X	X	X

<i>(Rosenthal)</i> <b>Claim-based Measure</b>			
Follow-Up after Hospitalization for Mental Illness (NQF #0576) <b>Claim-based Measure</b>	X	X	X
Depression screening and follow-up care (#0418) <b>Partially Claim-based Measure</b>		X	X
Care transition record transmitted to health care professional (NQF #648) <b>Partially Claim-based Measure</b>		X	X
Screening for fall risk (NQF #0101) <b>Partially Claim-based Measure</b>			X
Initiation and engagement of alcohol and other drug dependent treatment: (a) initiation, (b) engagement (NQF #0004) <b>Partially Claim-based Measure</b>			X
Hospital Discharge and Follow Up: Percentage of enrollees who received first follow-up visit within 30 days of hospital discharge	X	X	X
Care for Older Adults: Percentage of enrollees 66 years and older who had each of the following during the measurement year: advance care planning, medication review, functional status assessment, and pain screening (HEDIS)	X	X	X

- 46.1.3. **MMP Project ACTIVITIES AND DELIVERABLES – DEMONSTRATION YEAR 1**
- 46.1.3.1. Contractor shall participate in CMS Medicare/Medicaid Data Integration On-site Visit to confirm the source data for the MMP Project, review layouts and data dictionaries, identify needed Data Use Agreements, and discuss key business rules for integrating and analyzing the data.
- 46.1.3.2. Contractor shall complete a MMP Data Management Plan that documents the final list of data sources, data formats, and schedule for data receipt, as well as describing at a high level the business rules and processes for loading, transforming, organizing, and integrating the data.
- 46.1.3.3. The MMP Data Management Plan shall include:
- 46.1.3.3.1. Identification of all data sources, BIDM Data Interfaces, BIDM Data Exchanges, and external data systems (e.g. RESDAC) used in data integration for each year of the MMP Project
- 46.1.3.3.2. BIDM System architecture relevant to the MMP Project  
Mechanism and frequency of data updates  
How the Contractor will comply with all agreements between the Department and CMS regarding use and treatment of Medicare data
- 46.1.3.3.3. DELIVERABLE: MMP Data Management Plan
- 46.1.3.3.4. DUE DATE: As enumerated in the MMP Project Work Plan
- 46.1.3.4. Contractor shall compile a MMP Project Work Plan that includes high level activities, project deliverables, and due dates for all phases of the MMP Project.
- 46.1.3.4.1. Contractor shall update the MMP Project Work Plan at least monthly, and share with the Department within five (5) Business Days of request.
- 46.1.3.4.2. DELIVERABLE: MMP Project Work Plan
- 46.1.3.4.3. DUE DATE: Within 10 Business Days of execution of this contract amendment.
- 46.1.3.5. Contractor shall meet with the Department to provide regular updates, according to a schedule determined with the Department.
- 46.1.3.6. Contractor shall establish the Hardware/Software Environment for the MMP Project by configuring a secure partition on an existing HIPAA compliant server in Contractor's data center. Contractor shall set up processes for secure data transfer.
- 46.1.3.7. Contractor shall design, develop and test processes for intake of data files.
- 46.1.3.8. Contractor shall receive and process history data for development purposes.
- 46.1.3.9. At the Department's request, the Contractor will obtain and store data from two BIDM Imports to support the MMP Project. This level of effort shall be considered in the MMP Project Work Plan. Data from these imports will not be integrated with other data but will be stored in the BIDM Operational Data Store (ODS). Analysis of this data will be limited to calculating the MMP quality metrics as outlined in this amendment only.
- 46.1.3.9.1. Import of historical Medicaid-Medicare integrated data from the SDAC Contractor updated annually.

- 46.1.3.9.2. Import of BHO flat-file encounter data external to MMIS in a single integrated format across BHOs updated annually until the BHO data are available in the MMIS feed from InterChange.
- 46.1.3.10. Contractor shall load and assess quality of data for each data source and produce a MMP Data Quality Report that summarizes the strengths and limitations of each data set and any implications for data integration and analysis.
  - 46.1.3.10.1. DELIVERABLE: MMP Data Quality Report
  - 46.1.3.10.2. DUE DATE: As enumerated in the MMP Project Work Plan
- 46.1.3.11. Contractor shall set up processes for ongoing data receipt per agreed upon schedule. Contractor shall load and process data ongoing.
- 46.1.3.12. Contractor shall document and obtain Department sign-off on MMP Final Measure Specifications and Data Submission Spreadsheet Template for Demonstration Year 1.
- 46.1.3.13. Contractor shall collaborate with the Department and the MMDI Project Team to design analytic data sets needed to create the quality measures. Contractor shall produce an MMP Design Document that includes detailed logic to:
  - 46.1.3.13.1. Uniquely identify members across programs;
  - 46.1.3.13.2. Uniquely identify providers across programs;
  - 46.1.3.13.3. Handle financial adjustments in all data and identify final action claims; and
  - 46.1.3.13.4. Link or merge information on cross-over claims.
- 46.1.3.14. Contractor shall provide direct access to the data sets (for example, SAS data files) for designated Department staff through a method determined in conjunction with the Department.
- 46.1.3.15. Upon Department request, the Contractor will provide access to the data sets via the BIDM Sandbox environment.
  - 46.1.3.15.1. DELIVERABLE: Direct access to data sets for designated Department staff
  - 46.1.3.15.2. DUE DATE: As enumerated in the MMP Project Work Plan
- 46.1.3.16. Contractor shall develop analytic data sets according to the MMP Design Document.
- 46.1.3.17. Contractor shall develop an MMP Quality Assurance Plan for testing the quality of the integrated analytic data sets.
- 46.1.3.18. Contractor shall program and execute quality tests utilizing appropriate sources from existing vendors, and document and share results in an MMP Quality Assurance Test Results Document.
  - 46.1.3.18.1. DELIVERABLE: Demonstration Year 1 MMP Quality Assurance Test Results Document
  - 46.1.3.18.2. DUE DATE: As enumerated in the MMP Project Work Plan
- 46.1.3.19. Contractor shall program Demonstration Year 1 quality measures on development data according to specifications and produce a set of initial results for review and validation.
- 46.1.3.20. Contractor shall perform validation analysis to ensure the integrity of the measure calculation processes and share findings with the Department. Contractor shall investigate any aberrant or questionable findings, and refine methods as needed.

- 46.1.3.21. Contractor shall update data sets with most recent data available for Demonstration Year 1, i.e., claims paid through March 31, 2016.
- 46.1.3.22. Contractor shall produce and test Demonstration Year 1 administrative data measures based on updated data. Contractor shall submit for Department review and approval and make revisions as necessary.
  - 46.1.3.22.1. DELIVERABLE: Demonstration Year 1 administrative measures
  - 46.1.3.22.2. DUE DATE: As enumerated in the MMP Project Work Plan
- 46.1.3.23. Contractor shall produce and submit final Demonstration Year 1 administrative data measures to the Department in the agreed upon Demonstration Year 1 Data Submission Spreadsheet Template. The Demonstration Year 1 template shall include two (2) separate periods of measurement as indicated in the Table in Exhibit C, Section 46.1.1.1.
  - 46.1.3.23.1. DELIVERABLE: Demonstration Year 1 Administrative Data Measures
  - 46.1.3.23.2. DUE DATE: December 29, 2016
- 46.1.3.24. Contractor shall conduct MMP Lessons Learned session to summarize key learnings as well as make recommendations for Demonstration Year 2 reporting cycle.
- 46.1.4. **MMP Project ACTIVITIES AND DELIVERABLES – DEMONSTRATION YEAR 2**
  - 46.1.4.1. Contractor shall update the Project Work Plan for Demonstration Year 2 and continue to update at least monthly, and share with the Department within five (5) Business Days of request.
    - 46.1.4.1.1. DELIVERABLE: Demonstration Year 2 Project Work Plan
    - 46.1.4.1.2. DUE DATE: January 17, 2017
  - 46.1.4.2. Contractor shall facilitate a kick-off meeting and data intake for Demonstration Year 2 reporting.
  - 46.1.4.3. Contractor shall update the MMP Data Management Plan to document planned changes for Demonstration Year 2 in data sources, data formats, schedules for data receipt, and business rules and processes for loading, transforming, organizing, and integrating the data.
  - 46.1.4.4. Contractor shall update processes for secure data transfer.
  - 46.1.4.5. Contractor shall design, develop and test processes for intake of Medicaid data from Colorado interChange.
  - 46.1.4.6. Contractor shall process and load a small set of test data for new data source.
  - 46.1.4.7. Contractor shall process and load history data from new data source for development purposes.
  - 46.1.4.8. Contractor shall perform an updated assessment of data quality for each data source and produce a Data Quality Report that summarizes the strengths and limitations of each data set and any implications for data integration and analysis.
  - 46.1.4.9. Contractor shall document and obtain State sign-off on Final Measure Specifications and Demonstration Year 2 Data Submission Spreadsheet Template.

- 46.1.4.10. Contractor shall collaborate with Department to update design of analytic data sets needed to create the quality measures; produce a Design Document that updates the detailed logic to:
  - 46.1.4.10.1. Uniquely identify members across programs;
  - 46.1.4.10.2. Uniquely identify providers across programs;
  - 46.1.4.10.3. Handle financial adjustments in all data and identify final action claims; and
  - 46.1.4.10.4. Link or merge information on cross-over claims.
- 46.1.4.11. Contractor shall develop analytic data sets according to updated Design Document.
- 46.1.4.12. Contractor shall update the Quality Assurance Plan for testing the quality of the integrated analytic data sets.
- 46.1.4.13. Contractor shall program and execute quality tests; document and share results in Quality Assurance Test Results Document.
  - 46.1.4.13.1. DELIVERABLE: Demonstration Year 2 Quality Assurance Test Results Document
  - 46.1.4.13.2. DUE DATE: July 31, 2017
- 46.1.4.14. Contractor shall program two (2) new Demonstration Year 2 quality measures on development data according to specifications and produce a set of initial results for review and validation.
- 46.1.4.15. Contractor shall produce samples for Demonstration Year 2 chart review in the mutually agreed upon electronic format and provide these to the Department's chart review vendor. Contractor shall pull the sample based on the denominator specifications; Contractor scope of work does not include programming to identify numerator positives in the administrative data, i.e., it is assumed that chart review will be the sole source of performance information.
- 46.1.4.16. Contractor shall receive results of chart review from the chart review vendor in the mutually agreed upon electronic format and incorporate the findings in the analysis.
- 46.1.4.17. Contractor shall perform validation analysis for the new measures to ensure the integrity of the measure calculation processes and share findings with the Department. Contractor shall investigate any aberrant or questionable findings, and refine methods as needed.
- 46.1.4.18. Contractor shall update data sets with most recent data available for Demonstration Year 2, i.e., claims paid through March 31, 2017.
- 46.1.4.19. Contractor shall produce and test Demonstration Year 2 administrative measures based on updated data; submit for HCPF review and approval; make revisions as needed.
- 46.1.4.20. Contractor shall receive chart review results from a Department vendor in the mutually agreed upon electronic format for Demonstration Year 2 metrics requiring chart review as indicated in table 46.1.2.3.1, and compile information in the Demonstration Year 2 Data Submission Spreadsheet Template.
- 46.1.4.21. Contractor shall produce and submit final Demonstration Year 2 measures to HCPF in the agreed upon Data Submission Spreadsheet Template.
  - 46.1.4.21.1. DELIVERABLE: Demonstration Year 2 measures
  - 46.1.4.21.2. DUE DATE: October 31, 2017



46.1.4.22. Contractor shall conduct Lessons Learned session to summarize key learnings as well as make recommendations for Year 3 reporting cycle.

46.1.5. **MMP Project ACTIVITIES AND DELIVERABLES – DEMONSTRATION YEAR 3**

46.1.5.1. Contractor shall update the Project Work Plan for Demonstration Year 3 and continue to update at least monthly, and share with the Department within five (5) Business Days of request.

46.1.5.1.1. DELIVERABLE: Year 3 Project Work Plan

46.1.5.1.2. DUE DATE: November 15, 2017

46.1.5.2. Contractor shall facilitate a kick-off meeting and data intake for Demonstration Year 3 reporting.

46.1.5.3. Contractor shall update the MMP Data Management Plan to document agreed upon changes for Year 3 in data values or rules and processes for loading, transforming, organizing, and integrating the data.

46.1.5.4. Contractor shall perform an updated assessment of data quality for each data source and produce a MMP Data Quality Report that summarizes the strengths and limitations of each data set and any implications for data integration and analysis.

46.1.5.5. Contractor shall document and obtain State sign-off on MMP Final Measure Specifications and MMP Demonstration Year 3 Data Submission Spreadsheet Template.

46.1.5.6. Contractor shall collaborate with the Department as needed to update design of analytic data sets if needed to create the quality measures. Contractor shall update the MMP Design Document that updates the detailed data integration logic.

46.1.5.7. Contractor shall develop analytic data sets according to the updated Design Document.

46.1.5.8. Contractor shall update the MMP Quality Assurance Plan for testing the quality of the integrated analytic data sets.

46.1.5.9. Contractor shall program and execute quality tests; document and share results in a MMP Quality Assurance Test Results Document.

46.1.5.9.1. DELIVERABLE: MMP Demonstration Year 3 Quality Assurance Test Results Document

46.1.5.9.2. DUE DATE: April 30, 2018

46.1.5.10. Contractor shall program two (2) new Demonstration Year 3 quality measures on development data according to specifications and produce a set of initial results for review and validation.

46.1.5.11. Contractor shall meet with the Department and its chosen chart review vendor to confirm mutually agreeable electronic formats and timeframes for exchange of data.

46.1.5.12. Contractor shall produce samples for Demonstration Year 3 chart review in the agreed upon electronic format and provide these to the chart review vendor. Contractor shall pull the sample based on the denominator specifications; Contractor scope of work does not include programming to identify numerator positives in the administrative data, i.e., it is assumed that chart review will be the sole source of performance information.

- 46.1.5.13. Contractor shall perform validation analysis for the new measures to ensure the integrity of the measure calculation processes and share findings with the Department. Contractor shall investigate any aberrant or questionable findings, and refine methods as needed.
- 46.1.5.14. Contractor shall update data sets with most recent data available for MMP Demonstration Year 3, i.e., claims paid through March 31, 2018.
- 46.1.5.15. Contractor shall produce and test all MMP Demonstration Year 3 administrative data measures based on updated data; submit for the Department review and approval; make revisions as needed.
- 46.1.5.16. Contractor shall receive chart review results from a Department vendor in a mutually agreeable electronic format for MMP Demonstration Year 2 metrics requiring chart review as indicated in table 46.1.2.3.1, and compile information in the MMP Demonstration Year 2 Data Submission Spreadsheet Template.
- 46.1.5.17. Contractor shall produce and submit final MMP Demonstration Year 3 measures to HCPF in the agreed upon Data Submission Spreadsheet Template.
  - 46.1.5.17.1. DELIVERABLE: MMP Demonstration Year 3 measures
  - 46.1.5.17.2. DUE DATE: October 31, 2018
- 46.1.5.18. Contractor shall conduct Lessons Learned session and summarize key learnings as well as make recommendations for future reporting.
- 46.1.6. **PERSONNEL AVAILABILITY**
  - 46.1.6.1. Contractor shall not use any BIDM staff for the MMP Project to conduct the analysis. BIDM staff may be consulted from time to time as agreed upon by the parties for the purpose of coordinating system interfaces and creating efficiencies across the MMP Project and BIDM.
  - 46.1.6.2. Contractor shall ensure the following specified Key Personnel are readily available to the Department for the MMP Project:
    - 46.1.6.2.1. MMP DDI Lead
    - 46.1.6.2.2. The MMP DDI Lead shall serve as the primary point of contact for the Department for the MMP Project.
    - 46.1.6.2.3. The MMP DDI Lead shall be responsible for coordinating activities between MMP work and BIDM.
  - 46.1.6.3. Contractor shall provide sufficient staff to meet all MMP requirements. At a minimum, MMP Contractor staff shall consist of the following fractional positions throughout the MMP Project, and are considered Non-Key Personnel and are not dedicated full-time to the MMP Project:
    - 46.1.6.3.1. Vice President (MMP)
    - 46.1.6.3.2. Director (MMP)
    - 46.1.6.3.3. Team Lead/Sr. Programmer Analyst (MMP)
- 46.1.7. **DELIVERABLES, TIMELINE, AND COMPENSATION**
  - 46.1.7.1. Contractor shall provide the stated deliverables in accordance with the dates stated in the table in Exhibit C, Section 46.1.7.4.

- 46.1.7.2. Contractor will be paid the fixed price amount stated in the table in Exhibit C, Section 46.1.7.4 upon review and acceptance by the Department of each deliverable. In addition, Contractor shall invoice the Department no later than October 31, 2018, and will be reimbursed that amount up to the maximum amount stated in the table in Exhibit C, Section 46.1.7.4. If a deliverable is not listed in the table, then Contractor shall not earn a payment for the completion and the Department's acceptance of that deliverable.
- 46.1.7.3. The total amount of funding for the work contained in Exhibit C, Section 46 for all work to be performed pursuant to this Section is seven hundred seventy seven thousand seven hundred thirty eight dollars (\$777,492.00). This total amount of funding will be the sole compensation to the Contractor upon acceptance by the Department for the services and/or deliverables provided in Exhibit C, Section 46.
- 46.1.7.4. The due date and payment for each deliverable for the MMP Project is detailed in the following table:

<b>DELIVERABLES</b>	<b>DATE DUE TO THE DEPARTMENT</b>	<b>AMOUNT OF TOTAL AWARDED FIXED PRICE THAT CONTRACTOR WILL BE PAID FOR DELIVERABLE</b>
Project Plan (assumes 2/15/16 contract amendment execution)	2/29/2016	\$160,000.00
Demonstration Year 1 Quality Assurance Test Results Document	8/29/2016	\$69,246.00
Demonstration Year 1 administrative measures	12/29/2016	\$170,000.00
Demonstration Year 2 Project Plan Update	1/15/2017	\$50,000.00
Demonstration Year 2 Quality Assurance Test Results Document	7/31/2017	\$69,246.00
Demonstration Year 2 Measures	10/31/2017	\$90,000.00
Demonstration Year 3 Project Plan Update	11/15/2017	\$25,000.00
Demonstration Year 3 Quality Assurance Test Results Document	4/30/2018	\$69,246.00
Demonstration Year 3 Measures	10/31/2018	\$75,000.00
	Total	\$777,492.00

**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.

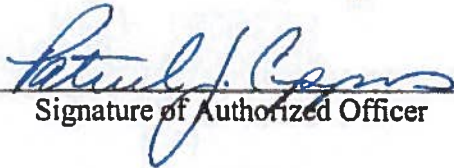
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**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

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, Inc.

**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: 2-22-16  
**Patrick J. Coppens**  
**VP Finance**

Date: 2-29-16  
**LEGAL REVIEW:**  
Cynthia H. Coffman, Attorney General

Printed Name of Authorized Officer  
  
Printed Title of Authorized Officer

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: 3/3/16