

CONTRACT AMENDMENT NO. 5

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 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	\$7,200,223.13
State Fiscal Year 2017-18	\$20,483,078.27
State Fiscal Year 2018-19	\$11,782,750.20
State Fiscal Year 2019-20	\$11,782,750.20
State Fiscal Year 2020-21	\$11,782,750.20
State Fiscal Year 2021-22	\$11,782,750.20
Total for All State Fiscal Years	\$86,837,052.40

The maximum amount payable by the State to Contractor for 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
Total for All State Fiscal Years of Project	\$931,360.60

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 46.1.3.15 is hereby deleted in its entirety and replaced with the following:

46.1.3.14.1. Within thirty (30) calendar days of the Contractor completing and delivering the results of the shared savings measures, the Contractor shall provide access to authorized Department staff with a project need for integrated Medicare and Medicaid data as a restricted schema in the ODS layer of BIDM environment stored in a format easily accessible by the standard suite of state analytic software solutions (e.g. SAS, SQL, Toad, Tableau).

C. Exhibit C, Requirements, Sections 46.1.4.23 – 46.1.4.23.2 are hereby deleted in entirety and replaced with the following:

46.1.4.23. THIS REQUIREMENT INTENTIONALLY DELETED.

46.1.4.23.1. THIS REQUIREMENT INTENTIONALLY DELETED.

46.1.4.23.2. THIS REQUIREMENT INTENTIONALLY DELETED.

D. Exhibit C, Requirements, Sections 46.1.4.24 – 46.1.4.24.5 are hereby added as follows:

- 46.1.4.24. Reference Amendment 5-2017 (CR #100): Contractor shall support the MMP Project Prospective Eligibility File by creating an outbound interface with CMS contractor Maximus.
- 46.1.4.24.1. Reference Amendment 5-2017 (CR #100): The Contractor shall use existing specifications provided by Maximus, client data, and data from sources such as the Client Tagging Reports (“ACC Snapshot”) to create an outbound interface with Maximus.
- 46.1.4.24.2. Reference Amendment 5-2017 (CR #100): The Contractor shall load the Prospective Eligibility File to Maximus’s FTP and deliver response files received from Maximus to Department staff via MOVEit.
- 46.1.4.24.3. Reference Amendment 5-2017 (CR #100): The Contractor shall provide a copy of the outbound file to the designated Maximus SFTP location monthly.
- 46.1.4.24.3.1. Deliverable: MMP Prospective Eligibility File – Outbound Interface to CMS contractor Maximus
- 46.1.4.24.3.2. Due Date: Monthly, by the 16th of each month, beginning after execution of Contract Amendment 5.

E. Exhibit C, Requirements, Sections 46.1.4.25 – 46.1.4.25.6.1 are hereby added as follows:

- 46.1.4.25. Reference Amendment 5-2017 (CR #101): The Contractor shall support the MMP Project Retrospective Eligibility Finder File by creating an outbound interface with CMS contractor Research Triangle Institute (RTI).
- 46.1.4.25.1. Reference Amendment 5-2017 (CR #101): The Contractor shall use existing specifications provided by RTI to create an outbound interface with RTI.
- 46.1.4.25.2. Reference Amendment 5-2017 (CR #101): The Contractor shall load the Retrospective Eligibility Finder File to RTI’s FTP.
- 46.1.4.25.3. Reference Amendment 5-2017 (CR #101): The Contractor shall send RTI and the Department confirmation that the file that has been loaded. Contractor shall ensure that this confirmation includes audit information, such as number of beneficiaries in the interface.
- 46.1.4.25.4. Reference Amendment 5-2017 (CR #101): After RTI sends a response e-mail, Contractor shall address any issues, other than source data issues, that RTI finds with the file.
- 46.1.4.25.4.1. Deliverable: MMP Retrospective Eligibility Finder File – Outbound Interface to CMS Contractor Research Triangle Institute (RTI)
- 46.1.4.25.4.2. Due Date: Quarterly, one (1) calendar month after the end of each demonstration quarter as provided in the Table in Exhibit C, Section 46.1.3.25.6.1, beginning after the quarter ending August 31, 2017.
- 46.1.4.25.4.3. Demonstration Quarters for Finder File

Demonstration Quarter Dates	Demonstration Quarter End Date	RTI Finder File Submission Due Date
June, July, August 2017	8/31/2017	9/30/2017
September, October, November 2017	11/30/2017	12/31/2017
December 2017	12/31/2017	1/31/2018

F. Exhibit C, Requirements, Sections 46.1.5.19 – 46.1.5.19.2 are hereby deleted in entirety and replaced with the following:

46.1.5.19. THIS REQUIREMENT INTENTIONALLY DELETED.

46.1.5.19.1. THIS REQUIREMENT INTENTIONALLY DELETED.

46.1.5.19.2. THIS REQUIREMENT INTENTIONALLY DELETED.

G. Exhibit C, Requirements, Section 46.1.6.4 is hereby added as follows:

46.1.6.4. Reference Amendment 5-2017: The Contractor shall identify and assign an MMP Analytic Consultant as a Non-Key Personnel to perform analytic consulting projects as directed by the Department.

46.1.6.4.1. Reference Amendment 5-2017: The MMP Analytic Consultant shall have at least three (3) years of experience with constructing and analyzing large medical claims data sets using standard analytic tools (including Toad, SAS, SQL, and Tableau).

46.1.6.4.2. Reference Amendment 5-2017: As requested and approved by the Department, the Contractor shall have the MMP Analytic Consultant support Department staff in accessing and analyzing the analytic data files of combined Medicare and Medicaid enrollees. The MMP Analytic Consultant will ensure that the files are appropriately loaded in the BIDM ODS environment and initialize access to standard analytic tools to query and present data.

46.1.6.4.3. Reference Amendment 5-2017: The Contractor shall also have the MMP Analytic Consultant develop prototype trend reports using analytic tools, such as SAS and Tableau, to support Department staff in establishing and using these analytic tools.

46.1.6.4.4. Reference Amendment 5-2017: The Contractor shall respond, in writing, to a Department request for an estimate of the hours required to complete an analytic consulting project within three (3) business days of receipt of the request. The Contractor shall not commence any work on a project until after the Department has provided written approval of the estimated hours required to complete the project.

46.1.6.4.4.1.1. Reference Amendment 5-2017: The estimate of hours shall include the hours necessary to complete all tasks associated with the project, including analytic staff hours, administrative hours, and project management hours.

46.1.6.4.4.1.2. Reference Amendment 5-2017: Estimated and total hours shall be independently tracked by both the Contractor and the Department.

46.1.6.4.5. Reference Amendment 5-2017: For the first analytic consulting project requested by the Department, after an estimate of hours is approved, the Contractor shall create an MMP Analytic Consulting Project Plan and submit it to the Department within five (5) Business Days of the Department's approval of the estimate of hours.

46.1.6.4.5.1. Reference Amendment 5-2017: The MMP Analytic Consulting Project Plan shall describe the analytic tasks to be completed for each analytic consulting project and the hours required to perform that project, including but not limited to the following:

46.1.6.4.5.1.1. Reference Amendment 5-2017: Due dates for each analytic consulting project and for each task within the analytic consulting project.

- 46.1.6.4.5.1.2. Reference Amendment 5-2017: A description of the hours required to complete each task, such as to verify data files, initialize access to standard tools, create a prototype analysis using one of the tools, and support Department users.
- 46.1.6.4.5.1.3. Reference Amendment 5-2017: The total approved estimate of hours necessary to complete the tasks.
- 46.1.6.4.5.1.4. Reference Amendment 5-2017: The total actual number of hours that was required to complete the tasks.
- 46.1.6.4.5.2. Reference Amendment 5-2017: The Contractor shall update the MMP Analytic Consulting Project Plan at least monthly, or within 5 business days after the Department approves an estimate of the hours required to complete any requested additional analytic consulting project, and submit to the Department for review upon update.
- 46.1.6.4.5.3. Deliverable: MMP Analytic Consulting Project Plan
- 46.1.6.4.5.4. Due date: Within five (5) business days of written Department approval of hours estimate for the first requested analytic consulting project.
- 46.1.6.4.6. Reference Amendment 5-2017: Any project completed by the MMP Analytic Consultant shall be submitted to the Department for review, testing and approval. The project shall be revised by the Contractor as necessary before final approval. The Contractor shall not invoice for any analytic consulting project prior to final Department approval of that project.
- 46.1.6.4.7. Reference Amendment 5-2017: The MMP Consulting Data Analyst shall provide up to 500 total hours of direct analytics support during the term of the contract. Additionally, the Contractor shall provide an additional 100 total hours of administrative time from the MMP Consulting Analyst and an additional 100 total hours of project management support. The Contractor shall only invoice for hours actually expended on an approved project up to the number of hours that was approved by the Department before the Contractor began work on the project. The Contractor shall not invoice more than \$98,785.00 for analytic consulting projects performed by the MMP Analytic Consultant during SFY 2017-18.
- 46.1.6.4.7.1. Reference Amendment 5-2017: MMP Analytic Consultant Project Hours

DELIVERABLES	DATE DUE TO THE DEPARTMENT	TOTAL HOURS FOR ALL ANALYTIC CONSULTING PROJECTS PER SFY 2017-18	NOT TO EXCEED AMOUNT FOR ALL ANALYTIC CONSULTING PROJECTS PER SFY 2017-18
MMP Analytic Consulting Project Plan (Project Management Staff – 100 hours total x \$150.80 per hour, hours to be agreed upon on per-project basis)	Within 5 Business Days of Department Approval of Hours Estimate, Updated Monthly	100	\$15,080.00

MMP Analytic Consultant Analyst Meetings (Administrative Support Staff – 100 hours total x \$83.05 per hour, hours to be agreed upon on per-project basis)	As agreed to and enumerated in MMP Analytic Consulting Project Work Plan	100	\$8,305.00
MMP Analytic Consulting Projects (Analytic Staff – 500 hours total x \$150.80 per hour, hours to be agreed upon on per-project basis)	As agreed to and enumerated in MMP Analytic Consulting Project Work Plan	500	\$75,400.00
MMP CONSULTING PROJECTS NOT TO EXCEED AMOUNT TOTAL			\$98,785.00

H. Exhibit C, Requirements, Sections 46.1.7 – 46.1.7.4 are hereby deleted in entirety and replaced as follows:

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 tables in Exhibit C, Sections 46.1.6.4.7.1. and 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 in 46.1.7.4. or associated with a Department-approved analytic consulting project in accordance with Exhibit C, sections 46.1.6.4. – 46.1.6.4.7.1., 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, including deliverables and analytic consulting projects, is nine hundred thirty-one thousand three hundred sixty dollars and sixty cents (\$931,360.60). 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, other than deliverables associated with analytic consulting projects, is detailed in the following table:

DELIVERABLES	DATE DUE TO THE DEPARTMENT	AMOUNT OF TOTAL AWARDED FIXED PRICE THAT CONTRACTOR WILL BE PAID FOR DELIVERABLE
SFY 2015-16		
Project Plan (assumes 2/15/16 contract amendment execution)	2/29/2016	\$160,000.00
SFY 2015-16 TOTAL		\$160,000.00
SFY 2016-17		
Demonstration Year 1 Quality Assurance Test Results Document	As enumerated in the MMP Project Work Plan	\$69,246.00
Demonstration Year 1 Ad Hoc MMP Monitoring Report (Analytic Staff – 115 hours x \$146.40 per hour)	10/31/2016	\$16,836.00
Demonstration Year 1 administrative data measures	12/29/2016	\$170,000.00
Demonstration Year 2 Project Plan Update	1/17/2017	\$50,000.00
SFY 2016-17 TOTAL		\$306,082.00
SFY 2017-18		
Demonstration Year 2 Quality Assurance Test Results Document	9/31/2017	\$69,246.00
Demonstration Year 2 Measures	10/31/2017	\$90,000.00
Demonstration Year 3 Project Plan Update	2/28/2018	\$25,000.00
Demonstration Year 3 Quality Assurance Test Results Document	9/31/2017	\$69,246.00
September 2017 MMP Prospective Eligibility File – Outbound Interface to CMS Contractor Maximus (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 4)	08/16/2017	\$4,750.20
October 2017 MMP Prospective Eligibility File – Outbound Interface to CMS Contractor Maximus	09/16/2017	\$4,750.20

(System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 4)		
November 2017 MMP Prospective Eligibility File – Outbound Interface to CMS Contractor Maximus (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 4)	10/16/2017	\$4,750.20
December 2017 MMP Prospective Eligibility File – Outbound Interface to CMS Contractor Maximus (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 4)	11/16/2017	\$4,750.20
MMP Retrospective Eligibility Finder File for Research Triangle Institute (RTI) For Demonstration Quarter Ending Aug. 2017 (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 3 for each file)	9/30/2017	\$6,333.60
MMP Retrospective Eligibility Finder File for Research Triangle Institute (RTI) For Demonstration Quarter Ending Nov. 2017 (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 3 for each file)	12/31/2017	\$6,333.60
MMP Retrospective Eligibility Finder File for Research Triangle Institute (RTI) For Demonstration Quarter Ending Dec. 2017 (System/Interface Staff – 120 hours x \$150.80 per hour; Project Management Staff – 6 hours x \$150.80 per hour; \$19,000.80 total divided by 3 for each file)	1/31/2018	\$6,333.60
SFY 2017-18 TOTAL		\$291,493.60
SFY 2018-19		
Demonstration Year 3 Measures	10/31/2018	\$75,000.00
SFY 2018-19 TOTAL		\$75,000.00
MMP PROJECT FIXED PRICE DELIVERABLES TOTAL		\$832,575.60

7. START DATE

This Amendment shall take effect on its Effective Date.

8. ORDER OF PRECEDENCE

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

9. AVAILABLE FUNDS

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

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THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

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

CONTRACTOR:
Truven Health Analytics LLC

STATE OF COLORADO:
John W. Hickenlooper, Governor
Department of Health Care Policy and
Financing

By: 
Signature of Authorized Officer

By: 
Susan E. Birch, MBA, BSN, RN
Executive Director

Date: 7/25/2017

Date: 7/31/17

Printed Name of Authorized Officer
Kevin McFarling
SVP & GM State Govt
Printed Title of Authorized Officer

LEGAL REVIEW:
Cynthia H. Coffman, Attorney General

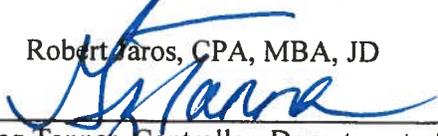
By: _____
Date: _____

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

Date: 8/2/17

