



Contract by Authorized Board

Commodity or Service:

Contract No.:

Data Warehouse (DW) Solution & Visual Business
 Intelligence (VBI) Solution


ETG0004 & ETG0006 – Amendment #1 dated March 22,
 2018

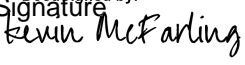
Authorized Board: Group Insurance Board (GIB)

Contract Period: March 1, 2017 through December 31, 2018 with the option for renewal of two (2) two (2) year periods.

1. This Contract Amendment #1 is entered into by the State of Wisconsin Group Insurance Board, hereinafter referred to as the "Board," and the State of Wisconsin Department of Employee Trust Funds (ETF), hereinafter referred to as the "Department," and Truven Health Analytics LLC, hereinafter referred to as the "Contractor," whose address and principal officer appear on page 2 below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal dated September 13, 2016 hereby made a part of this Contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.266.2586, or via e-mail at ETFMBProcurement@etf.wi.gov.
5. This Contract Amendment #1 dated March 22, 2018 adds new Contract requirements regarding reporting and performance guarantees and replacing Interactive Reporting/management reporting with Dynamic Health Insights which will be accessed via the IBM CXL portal.
6. For purposes of administering the Contract, the Order of Precedence is:
 - A) The Contract with Truven Health Analytics LLC;
 - B) Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0004 & ETG0006;
 - C) this Contract Amendment #1 dated March 22, 2018;
 - D) the Request for Proposal (RFP) dated August 5, 2016;
 - E) the Contractor's proposal dated September 13, 2016; and;
 - F) the Contractor's Best and Final Offer (BAFO), dated November 15, 2016. [This is the revised price proposal based on RFP spreadsheet corrections made by ETF.]

Contract Number & Service: ETG0004 & ETG0006 Data Warehouse (DW) Solution & Visual Business Intelligence (VBI) Solution
Amendment #1 dated March 22, 2018

State of Wisconsin Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
Signature <small>DocuSigned by:</small> 
Name/Title Michael Farrell, Chair State of Wisconsin Group Insurance Board
Phone 608.266.9854 (A. John Voelker, Deputy Secretary)
Date (MM/DD/CCYY) 3/22/2018

Contractor
Legal Company Name Truven Health Analytics LLC
Trade Name
Taxpayer Identification Number 06-1467923
Company Address (City, State, Zip) 100 Phoenix Drive Ann Arbor, MI 48108
By (print Name) Kevin McFarling
Signature <small>DocuSigned by:</small> 
Title Senior Vice President and General Manager Truven Sales & Local Health and Human Services
Phone 734.913.3000
Date (MM/DD/CCYY) 3/22/2018

Add the following to the Contract in Appendix 10B Mandatory Requirements Reporting Requirements

Operational Reporting (Data Warehouse & Visual Business Intelligence)			
Brief Description	Detailed Description	Frequency	Solution
SOC 2 TYPE 2 Audit	Annually, at Contractor's expense, Contractor will provide assurance, in the form of third-party audit reports or other documentation acceptable to the Department, such as SOC 2 Type 2 report. Contractor will provide all SOC 2 Type 2 reports to ETF within 60 days of receiving the audit result report. The SOC 2 Type 2 audit will be conducted in accordance with American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE) No. 18, demonstrating that appropriate information security safeguards and controls are in place that protect the availability, confidentiality, integrity and privacy of the Department data.	Annually	DW/VBI
Contract Compliance Audit	The Department may schedule and arrange with Contractor in advance, a contract compliance audit on a periodic basis, as determined by the Department. The audit scope will be determined by the Department and will be based on the requirements included in the contract.	Upon ETF request, but not more often than twice annually	DW/VBI

Add the following to the Contract in Appendix 10C Mandatory Requirements Performance Guarantees

The following performance guarantee, J., and associated penalties are added to Appendix 10C and are subject to the twenty-five (25%) percent penalty cap on the Contractor's total administrative fee paid under the Contract in any given quarter.

Detailed Requirement Description	Penalties
<p>J. Implementation and Go-Live Dates</p> <p>Subject to the 25% penalty cap on the Contractor's total administrative fee paid under the Contract in any given quarter.</p>	
<p>All services shall take effect/'go live' and be operational on the due date mutually agreed upon by the Department and the Contractor – presently May 31, 2018 for Phase one, July 31, 2018 for Phase two, and July 31, 2018 for Phase 3. Dates may be modified by approved Change Request. The Contractor shall notify the Department upon realization that a due date will not be met, prior to the deadline. The Contractor shall not be penalized for delays beyond control of the Contractor as determined by the Department. Delays shall result in extending deadlines by a number of business days coextensive to the delay.</p> <p>Contractor and the Department shall mutually agree upon User Acceptance Testing criteria.</p>	<p>Ten thousand dollars for the first DAY and \$10,000 for each subsequent WEEK beyond the deadline that services are not fully operational.</p>

Replace throughout Contractor's proposal dated September 13, 2016 all references to Interactive Reporting or management report(ing) with Dynamic Health Insights.

Effective January 1, 2018, Contractor will migrate Department from the Interactive Reporting solution or Management Report Set to the Dynamic Health Insights solution. All references in the Contract to Interactive Reporting or Management Report Set will be replaced by Dynamic Health Insights. Department will access Dynamic Health Insights, via the IBM Watson Health branded CXL.

Solutions	Description
ADVANTAGE SUITE SOLUTIONS	
Dynamic Health Insights	Dynamic Health Insights is a Web-based, tool that is accessed via IBM Watson Health branded CXL that gives employee benefit managers rapid access to integrated, summary information for managing healthcare benefit programs.

Department will incur No additional costs for Contractor to replace Interactive Reporting with Dynamic Health Insights.