

First Amendment to the Program Integrity Services for Iowa Medicaid Contract

Contract Assignment

Truven Health Analytics LLC has assigned MED-19-003 to International Business Machines Corporation. The Iowa Department of Human Services (Agency) hereby provides written consent to this contract assignment. The parties are amending the Contract to formalize the transfer of contractual duties. Upon the completion of the merger, which was effective on August 1, 2018, Truven ceased to exist as a matter of law and is now fully integrated into IBM. This Amendment is effective August 1, 2018.

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. New Contractor Resulting from Contract Assignment. The following paragraph is added at the end of the Contract Declarations and Execution Page(s):

The Contractor is changed from Truven Health Analytics LLC (hereafter, "Original Contractor") to International Business Machines Corporation (hereafter, the "Contractor" as used in the First Amendment, the Contract, and any amendment thereto). The Contractor shall perform all assigned duties and obligations as if it were the Original Contractor and the Agency shall look to the Contractor for all such performance.

The Contractor shall provide proof of insurance consistent with the provisions of the Contract no later than 30 days after the Effective Date of the First Amendment.

Revision 2. Contractor Information. The following fields in the Contract Declarations and Execution Page(s) are modified as set forth below:

Contract #: MED-19-003-A Tax ID#: 130871985 Organized under the laws of: New York	Contractor's Principal Address: 1 New Orchard Road Armonk, NY 10504
Contractor's Contract Manager Name/Address ("Notice Address"): Helen Orme IBM Watson Health 100 Phoenix Drive Ann Arbor, Michigan 48108	Contractor's Contract Manager's Phone: (410) 476- 1229 Contractor's Contract Manager's E-Mail: HOrme@us.ibm.com
Contractor's Billing Contact Name/Address: Accounts Receivable Department IBM Corporation PO Box 643600 Pittsburgh, PA 15264-3600	Contractor's Billing Contact Phone: (734) 913-3221

Revision 3. Contract Payment Clause: The following language is inserted at the end of the Contract Payment Clause:

The Original Contractor hereby waives any and all rights and claims, known or unknown, it may have against the Agency, effective as of the Effective Date of the First Amendment. All payments and reimbursements previously made by the Agency to the Original Contractor, and all other previous actions taken by the Agency under the Contract, shall be considered to have discharged any Agency obligations to the Original Contractor thereunder. All payments made by the Agency after the Effective Date of the First Amendment in the name of or to the Original Contractor shall have the same force and effect as if made to the Contractor, and shall constitute a complete discharge of the Agency's obligations under the Contract to the extent of the amount paid.

All future invoices from the Contractor shall contain the amended contract number.

Revision 4. Effective August 15, 2018, Section 1.3.1.3(X) is hereby deleted in its entirety.

Revision 5. Effective August 15, 2018, Section 1.3.2(12) is hereby deleted in its entirety.

Revision 6. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$16,318,962.50 for the entire term of the Contract.

Revision 7. Section 1.3.4.2, Payment Methodology, paragraph beginning with "EHR Post-pay Review Payment" and ending with "...pursuant to Contract Section 1.3.1.3(X)" is hereby amended to read as follows:

EHR Post-pay Review Payment:

Notwithstanding the above, the Contractor may invoice \$37,375.00 for July 2018 EHR Post-pay Review activities and \$18,687.50 for August 2018 EHR Post-pay Review activities performed pursuant to Contract Section 1.3.1.3(X). Effective August 15, 2018, the Agency has no further payment obligations pursuant to Contract Section 1.3.1.3(X) beyond these two payments.

Revision 8. Federal Funds. The following federal funds information is provided:



Contract Payments include Federal Funds? Yes	
The contractor for federal reporting purposes under this contract is a: Vendor	
DUNS #: 036838092	
The Name of the Pass-Through Entity: Iowa Department of Human Services	
CFDA #: 93.778	Federal Awarding Agency Name: Department of Health and
Grant Name: Medical Assistance Program	Human Services/Centers for Medicare and Medicaid Services

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the others that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, International Business Machines Corporation		Agency, Iowa Department of Human Services	
Signature of Authorized Representative: 	Date: 8-28-18	Signature of Authorized Representative: 	Date: 9-9-18
Printed Name: Jon S. Newpol VP & GM, GHHS NA		Printed Name: Jerry R. Foxhoven	
Title:		Title: Director	