State of Wisconsin
Department of Employee Trust Funds
4822 Madison Yards Way
Madison, WI 53705-9100

P. O. Box 7931
Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Data Warehouse (DW) Solution & Visual Business
Intelligence (VBI) Solution
Authorized Board: Group Insurance Board (GIB)

Contract No.:

ETG0004 & ETG0006 – Amendment #5 dated March 23, 2021

Contract Period: January 1, 2021 through December 31, 2022

1. This Contract Amendment #5 is entered into by the State of Wisconsin Department of Employee Trust Funds (Department or ETF), on behalf of the State of Wisconsin Group Insurance Board (Board) and the Contractor, whose address and principal officer appear 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. 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.

4. Contract Amendment #2 dated August 17, 2018

    (a) Revises Contract Appendix 10C Mandatory Requirements Performance Standards, Section H 1) Customer Service Center to replace the requirement of recording and maintaining 100% of all calls to tracking all customer service calls from the Department.
    (b) Revises Contract Appendix 10C Mandatory Requirements Performance Standards, Section J, which was added under Amendment 1, which established the operational dates for Phases 2 and 3 as July 31, 2018, and now revises those operation dates for Phases 2 and 3 to August 31, 2018;
    (c) Adds to Contract Appendix 10C Mandatory Requirements Performance Standards Section K, which requires Contractor to provide notice to the Department before services are performed when services result in additional invoicing outside the scope of RFP ETG0004/0006 or approved Change Request or such services shall be deemed to be included in the scope of the contract, with no additional payment for such service due to the Contractor.
    (d) Effective August 1, 2018, International Business Machines Corporation (IBM) hereby expressly assumes, confirms, and agrees to perform and observe all the obligations, agreements, terms and conditions, duties, and liabilities under this Contract. IBM will perform such obligations through IBM Watson Health, a division of IBM.
    (e) Extends the Contract for two (2) years, from January 1, 2019 through December 31, 2020.

5. Contract Amendment #3 dated April 6, 2020

    (a) Deletes RFP ETG0004/0006 Appendix 10C Mandatory Requirements Performance Standards and adds new RFP ETG0004/0006 Appendix 10C Mandatory Requirements Performance Standards effective starting April 1, 2020.
    (b) Extends the Contract for two (2) years, from January 1, 2021 through December 31, 2022.
    (c) Revises RFP ETG0004/0006 Appendix 10A Technical Requirements to allow Contractor to use another file format for data submissions when agreed upon by ETF and Contractor, rather than the format specified in Appendix 10A Mandatory Technical Requirements, 5.4.42 through 5.4.46.
    (d) Revises RFP ETG0004/0006 Section 1.10 Contract Term to read: The Contract term for providing a DW-VBI solution will commence on the Contract start date and shall extend through December 31, 2018. The Board retains the option, by mutual agreement of the Board and the successful Proposer, to renew the Contract subject to the satisfactory negotiation of terms, including pricing.
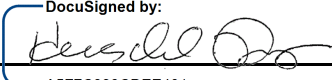
6.   Contract Amendment #4 dated September 21, 2020

    (a)   Deploys all credits currently owed to the Department under Contract Exhibit A, Paragraph 17 ($23,500) to pay for 385 hours of additional analytic consulting support previously provided.

    (b)   Increases the number of hours listed in Contract Exhibit A, Item 30, for the Analytic Consulting Team Expected FTE Dedicated to Annual Project Operations, from approximately 1,400 hours per year to approximately 1,740 hours per year. This increase is a result of the Department's request for, and Contractor's agreement to provide an additional 7.2 hours per week, on average, of on-site Contractor analyst time. The increase in weekly hours will commence the week starting Monday, August 31, 2020, resulting in Contractor providing, at a minimum, 1,513 hours of Analytic Consulting Team support for 2020.

    (c)   The above increase in hours will result in monthly operational costs increasing by $6,500, which will be invoiced to the Department as a separate line-item on each monthly Contractor invoice. This rate takes into account the deployment of the Department's $250/month credit resulting from Anthem's withdrawal as a Data Submitting Entity (DSE). The distribution of future credits aside from the above (Anthem) shall be mutually agreed upon in writing by the Department and Contractor.
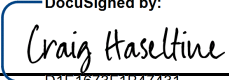
7.   Contract Amendment #5 dated March 23, 2021

    (a)   Deletes ETG0004/0006 Exhibit A Section 13) THIRD PARTY LICENSOR SOFTWARE and adds new Exhibit A Section 13).

    (b)   Increases the number of Department licenses for Advantage Suite to a total of ten (10).

    (c)   Department shall not provide Content that is export controlled or requires an export license by Contractor or its Affiliates.

8.   For purposes of administering the Contract, the Order of Precedence is:

    (a)   This Contract Amendment #5 dated March 23, 2021;

    (b)   The Contract Amendment #4 dated September 21, 2020;

    (c)   The Contract Amendment #3 dated April 6, 2020;

    (d)   The Contract Amendment #2 dated August 17, 2018;

    (e)   The Contract Amendment #1 dated March 22, 2018;

    (f)   The Contract between the Department and Truven Health Analytics LLC dated March 2, 2017;

    (g)   Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0004 &ETG0006;

    (h)   RFP ETG004/ETG006 dated August 5, 2016;

    (i)   Contractor's proposal dated September 13, 2016; and;

    (j)   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 & Visual Business Intelligence Solution

This Contract shall become effective upon the date of last signature below (the "Effective Date").

State of Wisconsin Department of Employee Trust Funds	Contractor
By Authorized Board *(Name)* State of Wisconsin Group Insurance Board	**Legal Company Name** International Business Machines Corporation
Signature DocuSigned by: *[signature]* A5F7C939CDEE401…	**Trade Name**
Name/Title Herschel Day, Chair State of Wisconsin Group Insurance Board	**Taxpayer Identification Number** 13-0871985
Phone 608.266.9854 (A. John Voelker, Deputy Secretary)	**Company Address** *(City, State, Zip)* 100 Phoenix Drive Ann Arbor, MI 48108
Date *(MM/DD/CCYY)* 3/23/2021	**By** *(print Name)* Craig Haseltine
	Signature DocuSigned by: *Craig Haseltine* D1E1673F1B47431…
	Title Vice President – Global Government Health and Human Services
	Phone 1-571-436-5132 Email: haseltin@us.ibm.com
	Date *(MM/DD/CCYY)* 3/23/2021

ETG0004/ETG0006 Amendment #5

Delete ETG0004/0006 Exhibit A Section 13) THIRD PARTY LICENSOR SOFTWARE

Add new ETG0004/0006 Exhibit A Section 13) THIRD PARTY LICENSOR SOFTWARE:

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(iii) makes use of an output of the Program.

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