



Contract by Authorized Board

Commodity or Service:

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

Contract No.:

ETG0004 & ETG0006 – Amendment #8 dated July 25, 2022

Authorized Board: Group Insurance Board (GIB)

Contract Period: January 1, 2023, through December 31, 2029, with the option for a three (3) year renewal for the period January 1, 2030, through December 31, 2032.

1. This Contract Amendment #8 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. Contract Amendment #6 dated April 12, 2021

- (a) Adds the following to the Contract: a subscription to Contractor's Benefits Mentor software and implementation services as described in attached Amendment #6 – Benefits Mentor. This amendment is only applicable to the subscription to Contractor's Benefits Mentor software and implementation services as described in attached Amendment #6 – Benefits Mentor.
- (b) All provisions of Contract ETG0004-0006 apply to services provided under this Amendment, except Appendix 10 – Mandatory Requirements, Tab A (Technical Requirements) Sections 5.1 – 5.4 and 5.8 -5.11 and Tab B (Reporting Requirements) and Tab C (Performance Standards) and as revised in Amendment 3(a).

9. Contract Amendment #7 dated July 22, 2021

- (a) Extends the Contract for seven (7) years from January 1, 2023, through December 31, 2029 and allows the option for a three (3) year renewal for the period January 1, 2030 through December 31, 2032.
- (b) Adds Amendment 7A which deletes existing terms and conditions to the Contract and adds new terms and conditions to the Contract effective January 1, 2023.
- (c) Adds Amendment 7B which provides the financial terms for the Contract Period beginning January 1, 2023, through December 31, 2032.

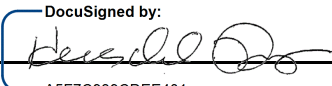
10. This Contract Amendment #8 dated July 25, 2022

- (a) Effective July 25, 2022, Department consents to the assignment of the Contract to Merative US L.P. Merative US L.P. hereby expressly assumes, confirms, and agrees to perform and observe all the obligations, agreements, terms and conditions, duties, and liabilities under this Contract.

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

- (a) This Contract Amendment #8 dated July 25, 2022;
- (b) The Contract Amendment #7 dated July 22, 2021;
- (c) The Contract Amendment #6 dated April 12, 2021;
- (d) The Contract Amendment #5 dated March 23, 2021;
- (e) The Contract Amendment #4 dated September 21, 2020;
- (f) The Contract Amendment #3 dated April 6, 2020;
- (g) The Contract Amendment #2 dated August 17, 2018;
- (h) The Contract Amendment #1 dated March 22, 2018;
- (i) The Contract between the Department and Truven Health Analytics LLC dated March 2, 2017;
- (j) Exhibit A, Changes Agreed to by the Parties during contract negotiations and from the Request for Proposal (RFP) ETG0004 & ETG0006;
- (k) RFP ETG004/ETG006 dated August 5, 2016;
- (l) Contractor's proposal dated September 13, 2016, and;
- (m) 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

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| State of Wisconsin | |
| Department of Employee Trust Funds | |
| By Authorized Board (Name) State of Wisconsin Group Insurance Board | |
| Signature |  |
| Name/Title Herschel Day, Chair State of Wisconsin Group Insurance Board | |
| Phone 608.266.9854 (A. John Voelker, Secretary) | |
| Date (MM/DD/CCYY) 7/25/2022 | |

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|---|---|
| Contractor | |
| Legal Company Name Merative US L.P. | |
| Trade Name | |
| Taxpayer Identification Number 88-1430661 | |
| Company Address (City, State, Zip) 100 Phoenix Drive Ann Arbor, MI 48108 | |
| By (print Name) Tom Weatherup | |
| Signature |  |
| Title Managing Director, Public Plan Analytics | |
| Phone 1-734-604-9538 Email: tweatherup@merative.com | |
| Date (MM/DD/CCYY) 7/25/2022 | |

