



## CONTRACT AMENDMENT COVER SHEET

<b>Agency Tracking #</b>	<b>Edison ID</b>	<b>Contract #</b>	<b>Amendment #</b>
31786-00141		59309	1

<b>Contractor Legal Entity Name</b>	<b>Edison Vendor ID</b>
International Business Machines Corporation (IBM), through Watson Health business unit	0000000267

**Amendment Purpose & Effect(s)**  
 Contractor name change

**Amendment Changes Contract End Date:**     YES     NO    **End Date:** 12/31/2023

**TOTAL Contract Amount INCREASE or DECREASE per this Amendment** (zero if N/A): **N/A**

Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2019			\$502,000.00		\$502,000.00
2020			\$845,000.00		\$845,000.00
2021			\$716,000.00		\$716,000.00
2022			\$753,000.00		\$753,000.00
2023			\$791,000.00		\$791,000.00
2024			\$411,000.00		\$411,000.00
<b>TOTAL:</b>			<b>\$4,018,000.00</b>		<b>\$4,018,000.00</b>

**American Recovery and Reinvestment Act (ARRA) Funding:**     YES     NO

<p><b>Budget Officer Confirmation:</b> There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.</p>	<p><i>CPO USE</i></p>
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<b>Speed Chart</b> (optional)	<b>Account Code</b> (optional)
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**AMENDMENT ONE  
OF CONTRACT EDISON #59309**

This Amendment is made and entered by and between the State of Tennessee, State of Tennessee, State Insurance Committee, Local Education Committee, and Local Government Insurance Committee, hereinafter referred to as the "State" and Merative US L.P., (as amended herein), hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Preamble information is deleted in its entirety and replaced with the following:

The Contractor is a Limited Partnership

Contractor Place of Incorporation or Organization: Delaware

Contractor Edison Registration ID # 0000263554

2. Contract section D.2 is deleted in its entirety and replaced with the following:

D.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be In Writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. All communications, regardless of method of transmission, shall be addressed to the respective Party at the appropriate mailing address, facsimile number, or email address as stated below or any other address provided In Writing by a Party.

The State:

Seannalyn Brandmeir, Director of Procurements & Contracts

Tennessee Department of Finance & Administration

Division of Benefits Administration

312 Rosa L. Parks Avenue, Suite 1900

Nashville, TN 37243

[Seannalyn.Brandmeir@tn.gov](mailto:Seannalyn.Brandmeir@tn.gov)

Phone: 615-532-4598

Fax: 615-253-8553

The Contractor:

Eric Poston

Merative US L.P.

100 Phoenix Drive

Ann Arbor, Michigan 48108

[eric.poston@merative.com](mailto:eric.poston@merative.com)

Phone: (859)619-8532

With copy to:

legal@merative.com

All instructions, notices, consents, demands, or other communications shall be considered effective upon receipt or recipient confirmation as may be required.

3. The following is added as Contract section E.13.:

E.13. Contractor Name. All references to “International Business Machines Corporation (IBM), through Watson Health business unit” shall be deleted and replaced with “Merative US L.P.”.

4. Contract Attachment D, Section 3.8 is deleted in its entirety and replaced with the following:

3.8 Business Associate identifies the following key contact persons for all matters relating to this Agreement:

Eric Poston

Merative US L.P.

[eric.poston@merative.com](mailto:eric.poston@merative.com)

Phone: (859)619-8532

Business Associate shall notify Covered Entity of any change in the key contact during the term of this Agreement In Writing within ten (10) business days.

5. Contract Attachment D, Section 8.5. is deleted in its entirety and replaced with the following:

8.5 Notices and Communications. All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be In Writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth below, or to such other party, facsimile number, or address as may be hereafter specified by written notice.

COVERED ENTITY:

State of Tennessee  
Department of Finance and Administration  
Benefits Administration  
ATTN: Chanda Rainey  
HIPAA Privacy & Security Officer  
312 Rosa L. Parks Avenue  
1900 W.R.S. Tennessee Towers  
Nashville, TN 37243-1102  
Phone: (615) 770-6949  
Facsimile: (615) 253-8556  
E-Mail: [benefits.privacy@tn.gov](mailto:benefits.privacy@tn.gov)

BUSINESS ASSOCIATE:

Eric Poston  
Merative US L.P.  
100 Phoenix Drive  
Ann Arbor, MI 48108  
[eric.poston@merative.com](mailto:eric.poston@merative.com)  
+18596198532

with copy to:

Legal Department  
Merative US L.P.  
100 Phoenix Drive  
Ann Arbor, Michigan 48108  
[legal@merative.com](mailto:legal@merative.com)

With a copy to:

ATTN: Seannalyn Brandmeir  
Director of Procurements & Contracts  
At the address listed above  
Phone: (615) 532-4598  
Facsimile: (615) 253-8556  
E-Mail: [seannalyn.brandmeir@tn.gov](mailto:seannalyn.brandmeir@tn.gov)

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

Required Approvals. The State is not bound by this Amendment until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).

Amendment Effective Date. The revisions set forth herein shall be effective December 1, 2022. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

**IN WITNESS WHEREOF,**

**Merative US L.P.**

DocuSigned by:

*Thomas G Weatherup*

10/18/2022

**SIGNATURE**

**DATE**

Thomas G Weatherup

Managing Dir. Public Plan Analytics

**PRINTED NAME AND TITLE OF SIGNATORY (above)**

**DEPARTMENT OF FINANCE AND ADMINISTRATION:**

**James E. Bryson, COMMISSIONER**

**DATE**