



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31786-00125	Edison ID	Contract # 47420	Amendment # 1		
Contractor Legal Entity Name BlueCross BlueShield of Tennessee, Inc.			Edison Vendor ID 5518		
Amendment Purpose & Effect(s) Increase in maximum liability					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO			End Date: 8/31/2022		
TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A):			\$11,106,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2016			\$1,500,000.00		\$1,500,000.00
2017			\$3,500,000.00		\$3,500,000.00
2018			\$4,000,000.00		\$4,000,000.00
2019			\$5,000,000.00		\$5,000,000.00
2020			\$5,500,000.00		\$5,500,000.00
2021			\$3,000,000.00		\$3,000,000.00
TOTAL:					\$22,500,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Budget Officer Confirmation: 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.			<i>CPO USE</i>		
<div style="font-size: 24pt; font-weight: bold;">Veronica Coleman Ivh</div> <div style="font-size: 10pt; margin-top: 5px;"> Digitally signed by Veronica Coleman Ivh DN: cn=Veronica Coleman Ivh, o=Finance & Administration, ou=Office of Business and Finance, email=lisa.vonhaeger@tn.gov, c=US Date: 2018.09.18 07:24:33 -05'00' </div>					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT ONE
OF CONTRACT 47420**

This Amendment is made and entered by and between the State of Tennessee, State Insurance Committee, Local Education Insurance Committee, and Local Government Insurance Committee, hereinafter referred to as the "State" and BlueCross BlueShield of Tennessee, Inc., 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:

C. PAYMENT TERMS AND CONDITIONS:

- C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed Twenty Two Million Five Hundred Thousand Dollars (\$22,500,000.00) ("Maximum Liability"). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.
- D.31 Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

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 November 1, 2018. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

BLUECROSS BLUESHIELD OF TENNESSEE, INC:



9/17/2018

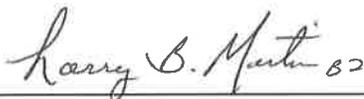
SIGNATURE

DATE

G. Henry Smith, SVP & CMO

PRINTED NAME AND TITLE OF SIGNATORY (above)

**STATE INSURANCE COMMITTEE,
LOCAL EDUCATION INSURANCE COMMITTEE,
LOCAL GOVERNMENT INSURANCE COMMITTEE:**



9-20-18

LARRY B. MARTIN, CHAIRMAN

DATE