



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget
320 S. Walnut Street 2nd Floor Lansing, MI 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 3
to
Contract Number 210000001550

CONTRACTOR	GALLAGHER BENEFIT SERVICES INC
	2600 S Telegraph Rd, Suite 100
	Bloomfield Hills MI 48302
	Jim Evans
	(248) 457-8572
	James_Evans@ajg.com
	CV0017691

STATE	Program Manager	Christopher DeRose	MCSC
		(517) 335-3648	
		derosec@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		OstrowskiM@michigan.gov	

CONTRACT SUMMARY						
Voluntary Benefits Administration Services						
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE			
March 1, 2022	February 28, 2025	7 - 1 Year	February 28, 2025			
PAYMENT TERMS		DELIVERY TIMEFRAME				
NET 45		N/A				
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING			
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input checked="" type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
MINIMUM DELIVERY REQUIREMENTS						
N/A						
DESCRIPTION OF CHANGE NOTICE						
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE		
<input checked="" type="checkbox"/>	1 Year	<input type="checkbox"/>		February 28, 2026		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE				
\$127,800,000.00	\$65,600,000.00	\$193,400,000.00				

DESCRIPTION
<p>Effective March 1, 2025, this Contract is exercising the first option year and is increased by \$65,600,000.00. The revised expiration date is February 28, 2026. In addition, subcontractor Abenity, Inc.'s address is updated as follows:</p> <p>Abenity, Inc.</p> <p>4030 W Boy Scout Blvd. Suite 400</p> <p>Tampa, FL 33607</p> <p>All other terms, conditions, specifications, and pricing remain the same. Per contractor and agency agreement, DTMB Central Procurement Services approval, and State Administrative Board approval on February 25, 2025.</p>



STATE OF MICHIGAN ENTERPRISE PROCUREMENT

Department of Technology, Management, and Budget

525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number 2
to
Contract Number 210000001550

CONTRACTOR	GALLAGHER BENEFIT SERVICES INC
	2600 S Telegraph Rd, Suite 100
	Bloomfield Hills MI 48302
	Jim Evans
	(248) 457-8572
	James_Evans@ajg.com
	CV0017691

STATE	Program Manager	Christopher Derose	MCSC
		(517) 335-3648	
		DeroseC@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		OstrowskiM@michigan.gov	

CONTRACT SUMMARY				
Voluntary Benefits Administration Services				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE	
March 1, 2022	February 28, 2025	7 - 1 Year	February 28, 2025	
PAYMENT TERMS		DELIVERY TIMEFRAME		
NET 45		N/A		
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING	
<input type="checkbox"/> P-Card <input type="checkbox"/> Direct Voucher (PRC) <input type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$127,800,000.00	\$0.00	\$127,800,000.00		
DESCRIPTION				
Effective May 30, 2024, the updates in Change Notice 2, Attachment 1 are incorporated.				
All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and DTMB Central Procurement approval.				

Contract No. 210000001550
Change Notice 2, Attachment 1

- 1.) **Schedule B – Pricing:** Schedule B, Pricing is updated and replaced below, which updates and replaces Legal Plan pricing and structure to:

Plan Type	Plan Year 1		Plan Year 2		Plan Year 3		Pricing methodology used to determine rate changes
	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	
Legal Plan							
Legal Plan	\$7.45	\$16.15	\$7.45	\$16.15	\$7.45	\$16.15	Fixed flat rate
Legal and Identity Theft Bundled Plans							
Employee only ID Theft + Legal	\$9.18	\$19.90	\$9.18	\$19.90	\$9.18	\$19.90	Fixed flat rate
Family ID Theft + Legal	\$10.11	\$21.90	\$10.11	\$21.90	\$10.11	\$21.90	Fixed flat rate

- 2.) **Schedule N – Subcontractor Table:** Schedule N, Subcontractor table is updated and replaced below, to incorporate the following changes:
- Update the Metropolitan Life Insurance Company section to exclude Legal Plan services
 - Update the Pre-Paid Legal Services, Inc.(dba LegalShield) section to include Legal Plan services

SCHEDULE B – PRICING

Voluntary Benefits Plans - Premium Rates									
Enhanced Accident Insurance / Accidental Death & Dismemberment Insurance / Identity Theft / Legal Plans									
Plan Type	Plan Year 1		Plan Year 2		Plan Year 3		Bidder pricing methodology used to determine rate changes		
	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate			
Enhanced Accident Insurance*									
Employee Only	\$6.83	N/A	\$6.83	N/A	\$6.83	N/A	Fixed flat rate		
Employee & Spouse	\$9.84	N/A	\$9.84	N/A	\$9.84	N/A	Fixed flat rate		
Employee & Child(ren)	\$13.91	N/A	\$13.91	N/A	\$13.91	N/A	Fixed flat rate		
Full Family (EE, Sp & Child(ren))	\$16.92	N/A	\$16.92	N/A	\$16.92	N/A	Fixed flat rate		
*Enhanced Accident Insurance is the open plan offering; the previous Accident Insurance offering is a closed plan but there are still a number of employees enrolled in this plan. Bidder will be responsible for ensuring separate (lower) premiums are withheld from employees enrolled in this plan and that the applicable lower plan coverages are applied. See also Schedule J Plan designs.									
Accidental Death & Dismemberment Insurance									
Amount of Employee Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$120,000	\$1.85	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage		
Amount of Employee Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$120,000	\$1.85	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage		
Amount of Spouse Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage		
Amount of Child(ren) Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage		
Legal Plan									
Legal Plan	\$7.45	\$16.15	\$7.45	\$16.15	\$7.45	\$16.15	Fixed flat rate		
Legal and Identity Theft Bundled Plans									
Employee only ID Theft + Legal	\$9.18	\$19.90	\$9.18	\$19.90	\$9.18	\$19.90	Fixed flat rate		
Family ID Theft + Legal	\$10.11	\$21.90	\$10.11	\$21.90	\$10.11	\$21.90	Fixed flat rate		
Critical Illness Pricing									
				Plan Year 1 through 3					
Death Benefit	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate					
\$10,000 GI	Employee	30	No	3.77**					
\$10,000 GI	Employee	40	No	6.37**					
\$10,000 GI	Employee	50	Yes	16.86					
\$20,000 Modified GI	Employee	30	No	6.54					
\$20,000 Modified GI	Employee	40	Yes	15.22					
\$20,000 Modified GI	Employee	50	No	17.82					
\$70,000 Additional Underwriting	Employee	30	Yes	26.44					
\$70,000 Additional Underwriting	Employee	40	Yes	50.75					
\$70,000 Additional Underwriting	Employee	50	No	59.88					
*Require an issue age plan with level premiums									
**Minimum Bi-weekly premium is \$6.00, which buys more than \$10,000 at ages 30 & 40; Age 30 - \$18,043; Age 40 - \$11,441									
Supplemental Term Life Insurance Pricing									
				Plan Year 1		Plan Year 2		Plan Year 3	
Coverage Amount	Relationship	Age Band	Smoker	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate
\$700,000	Employee	40-44	Yes	\$91.11	N/A	\$91.11	N/A	\$91.11	N/A
\$700,000	Employee	40-44	No	\$32.31	N/A	\$32.31	N/A	\$32.31	N/A
\$400,000	Employee	30-34	Yes	\$22.34	N/A	\$22.34	N/A	\$22.34	N/A
\$500,000	Employee/Retiree	70-74	No	\$47.49	\$198.15	\$47.49	\$198.15	\$47.49	\$198.15
\$700,000	Spouse	50-54	Yes	n/a	n/a	n/a	n/a	n/a	n/a
\$500,000	Spouse	30-34	No	\$21.46	n/a	\$21.46	n/a	\$21.46	n/a
\$100,000	Spouse	25-29	No	\$4.02	n/a	\$4.02	n/a	\$4.02	n/a
\$25,000	Spouse	65-69	Yes	\$23.08	\$78.28	\$23.08	\$78.28	\$23.08	\$78.28
\$2,000	Child	N/A	No	\$0.27	\$0.58	\$0.27	\$0.58	\$0.27	\$0.58
\$6,000	Child	N/A	No	\$0.80	\$1.74	\$0.80	\$1.74	\$0.80	\$1.74
\$10,000	Child	N/A	No	\$1.34	\$2.90	\$1.34	\$2.90	\$1.34	\$2.90
Universal Life Insurance w/ LTC Plan Pricing									
				Plan Year 1 through 3					
Death Benefit (includes LTC & built in riders)	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate					
\$25,000 GI	Employee	30	Yes	13.34					
\$25,000 GI	Employee	41	No	16.69					
\$25,000 GI	Employee	52	Yes	38.92					
\$50,000 GI	Employee	29	Yes	24.08					
\$50,000 GI	Employee	60	No	88.69					
\$50,000 GI	Employee	58	Yes	110.79					
\$75,000 GI	Employee	25	Yes	30.47					
\$75,000 GI	Employee	47	No	64.06					
\$75,000 GI	Employee	58	Yes	165.33					
\$100,000 Modified GI	Employee	32	Yes	52.39					
\$100,000 Modified GI	Employee	69	No	339.67					
\$100,000 Modified GI	Employee	55	Yes	179.75					
*Require an issue age plan with level premiums									
Group Auto & Home Insurance									
Scenario was provided for Bidder to quote. Actual rates will vary by needs									
Discount Plan (must be free to participants)									
Must be free to participants and paid for fully by Contractor									
Long-Term Care Insurance									
Pricing not required; Bidder must partner with LifeSecure for new enrollment offerings to employees - pricing determined by LifeSecure									
Pet Insurance									
Rates vary by needs, plan elections, breed type, and zip code.									
Hospital Indemnity Insurance									
Fixed Pricing, Effective June 1, 2024 through Plan Year 3									
Issue Age	EE	EE+SP	EE+CH	FAM					
18-49	\$12.92	\$22.98	\$26.02	\$36.08					
50-59	\$19.46	\$36.24	\$32.58	\$49.36					
60-64	\$29.08	\$55.78	\$42.20	\$68.90					
65-70	\$41.04	\$79.90	\$54.14	\$93.00					

SCHEDULE N – SUBCONTRACTOR TABLE

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor(s).	Trustmark Insurance Company 400 N Field Drive Lake Forest, IL 60045 847.615.1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Accident Insurance <input checked="" type="checkbox"/> Critical Illness <input checked="" type="checkbox"/> Hospital Indemnity Insurance <input checked="" type="checkbox"/> Universal Life Insurance <input checked="" type="checkbox"/> File Consolidation Services
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) The organization has more than 100 years of experience in voluntary benefits, the division is well positioned to provide the information employers and employees need to make knowledgeable decisions that enhance their benefit plans and provide critical financial protection. Trustmark maintains an A- (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Trustmark will administer the Accident Insurance, Critical Illness Insurance, Universal Life Insurance, and Hospital Indemnity Insurance plans for State active employees. Trustmark's Voluntary Benefit Solutions will also serve as the third-party administrator (TPA) for all eligibility, payroll, deduction, and remittance file consolidation transactions. This will include consolidation and distribution of all Contractor's subcontractor carrier files. Trustmark also maintains one online billing consolidation system that contains a record of biweekly/ monthly payroll/pension deductions and remittance for all incoming and outgoing files. And finally, Trustmark provides a staff of highly trained and knowledgeable technical staff that manage the file and billing consolidation processes.</p>

Subcontractor Table	
	<p>C3) Trustmark has a highly talented dedicated team assigned to the various activities related to the State. This team consists of some of Trustmark's most talented staff who have several years' experience. Each area has extensive documentation for the processes and activities specifically related to case. This documentation assures that any staff member changes occur smoothly and seamlessly.</p> <p>Trustmark continues to invest in their business by continually evaluating and updating Trustmark systems, processes and people. Trustmark works closely with the Contractor, the Plan Sponsor, and policy holders to understand their needs and expectations.</p> <p>Trustmark's most recent enhancements have included an on-line customer portal for insureds to access their coverage 24/7. They have also built out on-line claims capabilities which include not only the ability to file and manage claims on-line, they also offer an option for direct deposit of benefit payment to the insureds bank account.</p> <p>While Trustmark adds these capabilities they have not changed their philosophy of service. Customers can use these enhanced methods of communication, or they Can call customer service.</p> <p>Trustmark consistently meets or exceeds Contractor's service benchmarks. With continued investment into their business and capabilities they feel they are well positioned for next century. Trustmark can provide all activities as described within the Contract as it relates to the specific plans and activities listed in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor(s).	Metropolitan Life Insurance Company (MetLife) 200 Park Avenue New York, NY 10166-0005 800-638-5433
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Accidental Death & Dismemberment Insurance <input checked="" type="checkbox"/> Supplemental Term Life Insurance <input checked="" type="checkbox"/> Pet Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Metropolitan Life Insurance Company opened for business in 1868. Serving approximately 100 million customers, and operations in nearly 50 countries. As a global company, they hold leading market positions in the U.S., Japan, Latin America, Asia, Europe and the Middle East. MetLife is a marketplace leader with a broad range of employee benefit capabilities and rank competitively in a majority of our group products. Metropolitan Life Insurance Company maintains an A+ (Superior) A.M. Best Solvency Rating.</p> <p>C2) MetLife will be responsible for administering the Supplemental Term Life Insurance, Accidental Death & Dismemberment (AD&D), and Pet Insurance. The MetLife standard ongoing services for Life insurance include the following:</p> <ul style="list-style-type: none"> • Administrative Services <ul style="list-style-type: none"> – Provide plan documents including the policy and booklet/certificate, enrollment communications and other materials intended for distribution to participants; – Furnish reports as required by federal and/or state legislation; – Confer on specific questions, when requested by the policyholder, concerning plan provisions relating to eligibility, effective

Subcontractor Table	
	<p>dates, cessation of coverage and other matters that may affect the administration of the plan;</p> <ul style="list-style-type: none"> – Furnish standard enrollment and SOH forms and provide individual medical underwriting evaluating services; – Process all SOH applications and provide follow up correspondence to the employee regarding the status and the final determination; – If a medical exam is necessary, provide paramedical exam service; – Update our administrative systems with customer plan design changes as necessary. <ul style="list-style-type: none"> • Financial and Underwriting Services • Claim Processing Services <ul style="list-style-type: none"> – Provide claim forms; – Determine eligibility for benefits and adjudicate claims; – Process all appeals; – Administer claims for continuation of Life insurance for disabled employees and incapacitated children based on plan design; – Administer the Total Control Account (TCA) Life settlement option; – Administer the accelerated benefits option (ABO) living benefit feature. • Marketing and Enrollment Services <ul style="list-style-type: none"> – Enrollment, operations and services; – Make available personnel to visit locations as requested by the policyholder. • Customer Service <ul style="list-style-type: none"> – Provide you with customer service via a toll-free number; – Process and administer conversion applications and portability election forms and conversion applications (if applicable). <p><u>Life Recordkeeping Services</u></p> <p>Life recordkeeping services offer enhanced enrollment options, and a full assortment of administrative services. Recordkeeping helps to</p>

Subcontractor Table	
	<p>streamline your Life plan operations while assisting in communicating the value of Life insurance to your employees.</p> <p>MetLife also offers the following recordkeeping assistance and expertise:</p> <p>MyBenefits, employees can:</p> <ul style="list-style-type: none"> • Designate beneficiaries; • Look up the toll-free number for our call center; <p>Statement of Health Processing Employees can submit a Statement of Health (SOH) application and you can monitor decisions. MetLife will:</p> <ul style="list-style-type: none"> • Determine the need for a SOH; • Process SOH forms submitted via paper; • Communicate SOH status and decisions to employees; • Answer employee inquiries through our call center. <p>Beneficiary Designation Processing MetLife will maintain accurate and current beneficiary designations by:</p> <ul style="list-style-type: none"> • Receiving, tracking and maintaining all beneficiary designations; • Delivering confirmation of all entries and changes; • Handling related inquiries via our toll-free number; • Offering beneficiary change capabilities via MyBenefits, our employee website, via our toll-free number or by mail; • Managing any changes directly with the employee. <p>Claim Preparation MetLife ensures accurate claim processing by:</p> <ul style="list-style-type: none"> • Receiving claim notification directly from claimant;

Subcontractor Table	
	<ul style="list-style-type: none"> • Completing the employer portion of a claim; • Verifying current beneficiary information; • Preparing and sending the claim package to the appropriate beneficiary; • Ensuring proper death claim processing with effective communication; • Handling related inquiries via our toll free call center number. <p>Electronic Death Match Services MetLife matches their data with data aggregated by Global Party Management, which provides a single view of a MetLife customer across country. Global Party Management aggregates information from 40+ internal sources to match to external death sources.</p> <p>Billing Solutions Payroll Deduction Billing & Direct Bill Options.</p> <p>Portability and Conversion Notification with Transition Solutions MetLife provides timely notification regarding the right to continue coverage including:</p> <ul style="list-style-type: none"> • Comprehensive home mailing with all necessary forms, instructions and supporting information to help your employees exercise portability or conversion; • Registered financial representative outreach for assistance with options and completing the proper forms. <p>Professional Customer Service The MetLife recordkeeping program offers assistance throughout the Life benefit cycle.</p> <p>C3) MetLife will provide all activities as described within the Contract as it relates to the plans listed in C2. MetLife has been in the insurance business for over 150 years and are the leading player in group benefits, with a market share of 25% among large</p>

Subcontractor Table	
	employers. Overall, they provide insurance and benefits to 40 million workers at 50,000 businesses.
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
A. The legal business name, address, telephone number of the subcontractor(s).	Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 617-357-9500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Group Auto & Home Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Liberty Mutual Group, founded in Boston in 1912, is a diversified global insurer and one of the largest multi-line property and casualty insurers in North America.</p> <p>Liberty Mutual offerings include a wide range of insurance products and services, including personal automobile, homeowners, workers compensation, commercial multiple peril, commercial automobile, general liability, global specialty, group disability, assumed reinsurance, fire, and surety. Liberty Mutual Group (www.libertymutualgroup.com) employs over 50,000 people in more than 900 offices throughout the world. The State of Michigan Voluntary Auto & Home Program resides within our Personal Insurance business unit.</p> <p>Liberty Mutual has specialized in the auto and home affinity market for 50 years and with more than 16,000 partners. Their programs focus on a multi-channel distribution strategy; this allows the convenience of quoting, binding, and servicing through:</p> <ul style="list-style-type: none"> • local offices • representatives on-site • call centers available 7 days a week • online quoting, available 24/7

Subcontractor Table	
	<p>Liberty Mutual maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Liberty Mutual will be responsible for administering Auto & Home Insurance for SOM members.</p> <p>Members will have access to a wide array of insurance product offerings including: auto, homeowner, landlord, condo, renters, umbrella, watercraft, motorcycle, off road vehicles, classic and antique cars, and motorhomes.</p> <p>In addition to personal automobile and homeowners Insurance, Liberty Mutual Companies will make our full line of personal insurance products and services available to your employees and retirees, including seasonal and rental properties, floater, motor homes, recreational vehicles, scheduled personal property, and identity fraud expense coverage.</p> <p>Liberty will manage the distribution, claims, and servicing for all policies sold through the SOM auto and home member program.</p> <p>C3) Liberty Mutual is able to provide all activities as described within the contract as it relates to the specific plans listed in C2.</p> <p>Liberty Mutual offers multiple distribution channels. SOM members can receive personalized service from trained professionals by accessing Liberty through the internet or call the direct response center toll-free. Licensed insurance professionals can review SOM members' needs, explain the coverages available and help them make cost and coverage comparisons. Those who decide to sign up for the program can enroll via telephone. Liberty takes a consultative approach, there is no sales pressure. They understand that consumers have a</p>

Subcontractor Table	
	<p>choice in whom they buy their insurance from and how they buy the product.</p> <p>In addition to call centers and the internet, Liberty Mutual employs more than 2,200 sales representatives in more than 200 offices throughout the US. By offering this extensive distribution channel, they can attract more members to utilize the benefit, since they have the option to meet their preferred enrollment method.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
A. The legal business name, address, telephone number of the subcontractor(s).	Pre-Paid Legal Services, Inc. (PPLSI) (dba LegalShield) One Pre-Paid Way, Ada, OK 74820 580-436-1234
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Identify Theft Protection Plan <input checked="" type="checkbox"/> Legal Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Founded in 1972 in Ada, Oklahoma, LegalShield is a leading provider of legal plans and identity theft solutions to families and businesses across the United States and Canada. LegalShield maintains an A+ rating with the BBB.</p> <p>C2) LegalShield/IDShield is responsible for administering Legal and Identity Theft Plans for SOM members.</p> <p>IDShield is the only identity theft protection plan that provides direct access to Licensed Private Investigators. They put the participant first and fully restore their identity - hassle-free and with no additional fees. IDShield</p>

Subcontractor Table	
	<p>also provides online privacy and reputation management services to proactively help keep participant's identity and personal reputation safe. And with the IDShield mobile app, participants can easily view their real-time alerts, track their credit score, add/edit their personal information and speak directly to an identity theft specialist 24/7/365.</p> <p>LegalShield is the only proprietary nationwide network of provider law firms, ensuring best-in-class quality service to SOM members. Members receive direct access to a dedicated provider law firm, including 24/7 emergency legal access for covered matters. The legal plan covers phone consultations, legal research, office visits, demand letters, phone calls, and in-court representation on a large number of covered legal matters. LegalShield also offers a mobile app that members can utilize to stay in contact with their provider law firm and submit legal documents.</p> <p>C3) LegalShield/IDShield will provide all activities as described within the contract as it relates to the plans listed in C2. LegalShield is the largest legal services plan provider in the United States, serving more than 4 million people. Additionally, over 35,000 companies offer the LegalShield & IDShield plan to their employees as a voluntary benefit.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
A. The legal business name, address, telephone number of the subcontractor(s).	<p>Abenity, Inc. 725 Cool Springs Blvd. Suite 600, Franklin, TN. 37067 615-807-0222</p>

Subcontractor Table	
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Discount Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Abenity helps employers, alumni groups, and associations supplement their benefits with private perks and discount programs. Abenity maintains an A rating with BBB.</p> <p>C2) Abenity will be the subcontractor carrier for the free discount plan (paid for by Gallagher) offered to SOM members.</p> <p>C3) Abenity currently serves over 15 million members and more than 250 employers and membership groups across the US and Canada. Abenity will provide services noted in C2 for the contract.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
A. The legal business name, address, telephone number of the subcontractor(s).	Prudential Insurance Co of America 2101 Welsh Road Dresher, PA 19025 800-732-0416
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this	<p>C1) Prudential offers a wide array of financial products and services, including life insurance, annuities, retirement-related products and services, mutual funds and investment management. Prudential maintains an A+ (Superior) A.M Best Solvency rating.</p>

Subcontractor Table	
<p>specific Contract by the subcontractor,</p> <p>C3) Information concerning subcontractor's ability to provide the Contract activities.</p>	<p>C2) Prudential will be the subcontractor carrier for the discontinued Group Long Term Care coverage. Prudential no longer offers the plan to State employees or retirees, however, they will continue to maintain all in-force coverages.</p> <p>C3) Prudential began providing LTC in 2011, and started plan maintenance only in 2013. Prudential. Prudential will continue to provide all contract activities noted in C2. Prudential Financial, a financial wellness leader and premier global investment manager with approximately \$1.7 trillion of assets under management as of December 31, 2020, has operations in the United States, Asia, Europe and Latin America. Through our subsidiaries and affiliates, we offer a wide array of financial products and services, including life insurance, annuities, retirement-related products and services, mutual funds and investment management. Prudential offers these products and services to individual and institutional customers through proprietary and third-party distribution networks.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
A. The legal business name, address, telephone number of the subcontractor(s).	Farmers Property and Casualty Insurance Company 700 Quaker Lane Warwick, RI 02886 800-438-6381
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Group Auto & Home Insurance

Subcontractor Table	
<p>C1) A description of subcontractor's organization,</p> <p>C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor,</p> <p>C3) Information concerning subcontractor's ability to provide the Contract activities.</p>	<p>C1) Farmers opened for business in 1928. Today, the companies comprising Farmers make up one of the country's largest insurers of vehicles, homes and small businesses and provide a wide range of insurance and products. The Farmers Exchanges are three reciprocal insurers (Farmers Insurance Exchange, Fire Insurance Exchange and Truck Insurance Exchange) owned by their policyholders, and together with their subsidiaries and affiliates comprise the Farmers Insurance Group of Companies. Farmers Group, Inc. and its subsidiaries, in their capacity as attorneys-in-fact, provide administrative and management services to the Farmers Exchanges. Farmers maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Farmers will be responsible for administering Auto & Home Insurances for the active employee population. Farmers offers a wide range of products and services so that employees can choose the right fit for them. Farmers policies are portable so that members can take their coverage with them wherever they go. Our Property and Casualty lines include:</p> <ul style="list-style-type: none"> • Auto; • Home; • RV; • Renters; • Flood; • Boats; • Condo; • Personal excess liability protection; • Landlord's rental dwelling; • Bundled packages. <p>Farmers also offer savings advantages for workplace benefits:</p> <ul style="list-style-type: none"> • Group discounts of up to 15%; • Payroll deduction discounts of up to 12%;

Subcontractor Table	
	<ul style="list-style-type: none"> • Multi-policy and multi-product discounts; • Long-term employment loyalty rewards. <p>Coverage:</p> <ul style="list-style-type: none"> • Replacement Cost Coverage on new vehicles with no deduction for depreciation. In a total covered loss, a new vehicle is repaired or replaced with a new car; • Replacement Costs for Special Parts provides the repair or replacement of certain parts, regardless of their wear and tear at the time of the accident; • Replacement Cost Coverage on Home rebuilds your employee's home at today's rebuilding cost, even if that takes it over the policy's limit; • Deductible Savings Benefit rewards employees with \$50 for every year of claim-free driving for up to five years. Employees can use the money to pay for their deductible; • Multi-policy advantages offer auto and home combination policies that provide the convenience of one common effective date and payroll deduction, while eliminating multiple bills and insurance forms. <p>C3) Farmers is proud to serve more than 10 million households with more than 19 million individual policies across all 50 states. Farmers will provide activities as described within the contract and listed in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor(s).	LifeSecure Insurance Company 10559 Citation Drive, Suite 300 Brighton, MI 48116 Phone: 866.582.7702
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Provider of Long Term Care and Ancillary Health Products: Personal Accident, Hospital Recovery, Critical Illness.</p> <p>C2) LifeSecure currently offers Individual Long Term Care plans to active State employees. The State retiree Individual Long Term Care is no longer actively offered, however, LifeSecure will continue to maintain all in-force policies. LifeSecure offers a direct billing option to all participants of the plan.</p> <p>C3) Founded in 2006, LifeSecure is dedicated to bringing to market solutions that protect families and their assets. They are focused on creating a different kind of insurance experience for our customers. We believe insurance should be easy to understand, effortless to buy and simple to use. LifeSecure is currently licensed in 49 states and the District of Columbia. With over 68,000 policyholders and revenue exceeding \$30,000,000. LifeSecure is able to continue to perform and provide all contract activities as described in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor(s).	Businesssolver.com, Inc. 1025 Ashworth Rd. West Des Moines, IA. 50265 515-273-1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Benefit Enrollment Solutions Technology Partner
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1: A market-changing benefits technology partner focused on the needs of the business. Delivering benefits administration, enrollment solutions, and services for clients that employees need for today and tomorrow. Transforming the annual enrollment experience into a personalized journey. Businesssolver offers benefits administration, enrollment solutions, benefit decision support, personalized landing page, and customer service/enrollment services through their call center.</p> <p>C2: Businesssolver provides a SaaS-based benefit enrollment solution for active employees of the State. The enrollment platform manages eligibility, enrollment data, plan rules, plan documents, rates, scripting, call center management tools, reporting, and more. Businesssolver also provides an enrollment solutions call center where they provide representatives that are specifically trained and licensed in the voluntary benefit plans that they assist employees with. The representatives answer questions, assist callers to find benefit solutions that meet their needs, and enroll employees in voluntary benefits. Furthermore, Businesssolver hosts the year-round website benefitsforlife.org that contains important information and links to</p>

Subcontractor Table	
	<p>plan documents, this is also the site employee's visit to enroll.</p> <p>C3: Nothing is more important in benefits enrollment software than having timely and accurate data management built into your platform. Businessolver delivers a SaaS-based benefit enrollment solution that empowers employees to enroll based on eligibility which is determined in the same platform and within the same technology. Our technology is built on a single code base, this means data integration is seamless, and security is rock-solid between the platform, vendors, and carriers. Since 2017 Businessolver has been servicing this contract as a subcontractor and is able to continue to perform and provide all contract activities as described in C2.</p>



STATE OF MICHIGAN
CENTRAL PROCUREMENT SERVICES
Department of Technology, Management, and Budget
320 S. WALNUT ST., LANSING, MICHIGAN 48933
P.O. BOX 30026 LANSING, MICHIGAN 48909

CONTRACT CHANGE NOTICE

Change Notice Number **1**
to
Contract Number **210000001550**

CONTRACTOR	GALLAGHER BENEFIT SERVICES INC
	2600 S Telegraph Rd, Suite 100
	Bloomfield Hills, MI 48302
	Jim Evans
	(248) 457-8572
	james_evans@ajg.com
	CV0017691

STATE	Program Manager	Christopher DeRose	MCSC
		(517) 335-3648	
		derosec@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY				
VOLUNTARY BENEFITS ADMINISTRATION SERVICES				
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS		EXPIRATION DATE BEFORE
March 1, 2022	February 28, 2025	7 - 1 Year		February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME		
		N/A		
ALTERNATE PAYMENT OPTIONS				EXTENDED PURCHASING
<input type="checkbox"/> P-Card		<input type="checkbox"/> PRC	<input type="checkbox"/> Other	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS				
N/A				
DESCRIPTION OF CHANGE NOTICE				
OPTION	LENGTH OF OPTION	EXTENSION	LENGTH OF EXTENSION	REVISED EXP. DATE
<input type="checkbox"/>		<input type="checkbox"/>		N/A
CURRENT VALUE	VALUE OF CHANGE NOTICE	ESTIMATED AGGREGATE CONTRACT VALUE		
\$127,800,000.00	\$0.00	\$127,800,000.00		
DESCRIPTION				
Effective August 29, 2023, the updates in Change Notice 1, Attachment 1 are incorporated.				
All other terms, conditions, specifications and pricing remain the same. Per vendor and agency agreement and DTMB Central Procurement approval.				

Contract No. 210000001550
Change Notice 1, Attachment 1
Voluntary Benefits Administration Services

1.) Hospital Indemnity Insurance and Pet Insurance are added to the Contract, with an Effective Date of June 1, 2024. Associated Contract updates are specifically addressed below

- A. **Schedule A, Background** is updated and replaced with the language below, to incorporate Hospital Indemnity Insurance and Pet Insurance.

BACKGROUND

The Michigan Civil Service Commission (MCSC), Employee Benefits Division (EBD), administers benefits for eligible State employees, retirees, and their dependents. MCSC, EBD serves as the Plan Sponsor for this Contract. The Voluntary Benefits Program provides optional insurance and service-related coverage for eligible employees, retirees, and their dependents who would like to expand their benefits. Voluntary benefit plan offerings include:

- Accident Insurance
- Accidental Death and Dismemberment Insurance
- Group Auto & Home Insurance
- Critical Illness
- Discount Plan
- Hospital Indemnity Insurance
- Identity Theft Protection Plan
- Legal Plan
- Long-Term Care Insurance
- Pet Insurance
- Supplemental Term Life Insurance
- Universal Life Insurance

A majority of the member population resides in Michigan with a portion residing in other states across the nation. The Plan Sponsor may deem additional employee or retiree groups eligible for some or all of the voluntary benefit plans in the future (e.g., the Michigan Public School Employees Retirement System (MPERS), Legislative Retirement System (LRS), etc.).

- B. **Schedule A, Section 1.2 .1** is updated and replaced with the following to incorporate Hospital Indemnity Insurance and Pet Insurance:

1.2.1 The Contractor must administer the following 10 plans:

- 1) Accident Insurance
- 2) Accidental Death and Dismemberment Insurance
- 3) Group Auto & Home Insurance
- 4) Critical Illness
- 5) Discount Plan
- 6) Hospital Indemnity Insurance
- 7) Identity Theft Protection Plan
- 8) Legal Plan

Contract No. 210000001550
Change Notice 1, Attachment 1
Voluntary Benefits Administration Services

- 9) Long-Term Care Insurance
- 10) Pet Insurance
- 11) Supplemental Term Life Insurance
- 12) Universal Life Insurance

C. **Schedule B – Pricing** is updated and replaced with the attached, to incorporate pricing for Hospital Indemnity Insurance and Pet Insurance.

D. **Schedule N – Subcontractor Table** is updated and replaced with the attached, to incorporate:

- Trustmark Insurance Company
 - B. to include Hospital Indemnity Insurance
 - C2 to include Hospital Indemnity Insurance.
- Metropolitan Life Insurance Company
 - B. to include Pet Insurance
 - Update C2 to include Pet Insurance.

2.) **Schedule A, Section 3.6.2 Key Personnel table**, is updated and replaced with the table below, to adjust the Back-Up SAM from Audrey Douglas to Tandy Niles:

Key Personnel Table

Position	Name	Role(s) / Responsibilities	Direct / Subcontract/ Contract	FT/ PT/ T	% of Work Time	Physical Location
<u>Senior Account Manager (SAM)</u>	Melinda Brown	Account and market support, enrollment coordination and implementation, employee education, online tools, marketplace strategies, customized communications, data review, reporting, marketing and negotiations, employer contact for carrier problem solving, service and claims resolution, customer service advocate.	Direct	FT	100%	Office: Auburn Hills, MI Home Office: Holt, MI
<u>Back-Up SAM</u>	Tandy Niles	Fully trained in all aspects of SOM account. Assists SAM with annual enrollment planning,	Direct	FT	25%	Office: Durham, NC

Contract No. 210000001550
Change Notice 1, Attachment 1
Voluntary Benefits Administration Services

		implementations, reporting, and escalations. Serves as back-up to primary SAM as needed.				Home: Burlington, NC
<u>Direct Superior to SAM</u>	Terri Orem	Leads the Voluntary Benefit Practice National Service Team. Responsibilities include strategic planning and consulting, client services, and proposals & analysis.	Direct	FT	25%	Office: Auburn Hills, MI Home: Nolensville, TN
<u>Implementation Manager</u>	Melinda Brown	Coordination and implementation of all new plans, policies and carriers. Creation of employee education, online tools, marketplace strategies, and customized communications. Set-up of call center, online and/or paper enrollment methods, file testing and integration.	Direct	FT	100%	Office: Auburn Hills, MI Home Office: Holt, MI
<u>Call Center Manager</u>	Bonnie Antonelli	Regional Director for Northeast, Atlantic and Southeast Regions – Oversees SOM & SOMR BFL Call Center Management team.	Direct	FT	25%	Office: Mt. Laurel, NJ
<u>Technical Support Manager</u>	Rebekah Lauer	Provides oversight and leadership EDI, SFTP, File Feeds teams. These teams perform all payroll/deduction/remittance/census file operations, set-up and maintenance.	Subcontractor	FT	As needed	Office: Milwaukee, WI

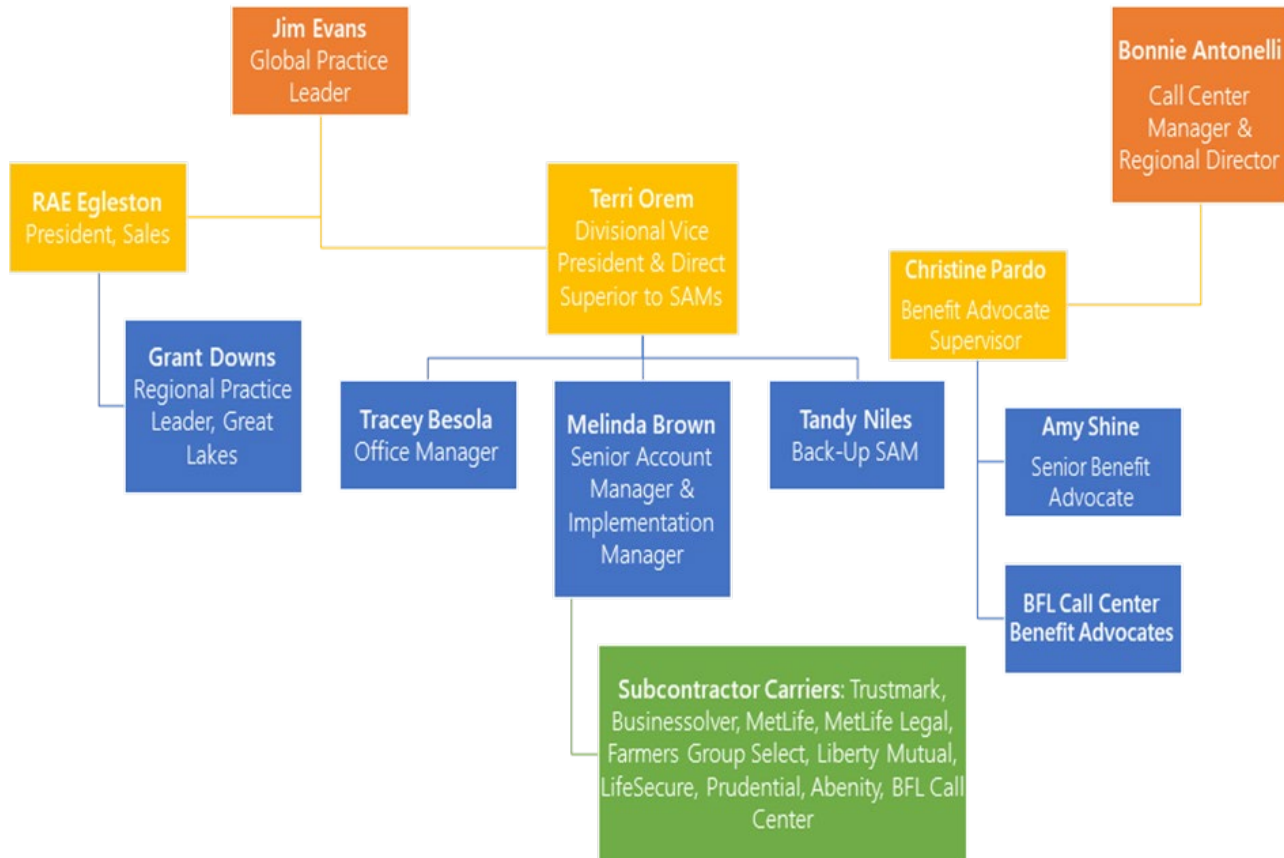
- 3.) **Schedule A, Section 3.10 Organizational Chart**, is updated and replaced with the following to update the organizational chart:

3.10 Organizational Chart

The Contractor must provide an overall organizational chart that **details staff members, by name and title, and includes subcontractors.**

Contractor's Voluntary Benefits Consulting & Benefits for Life Call Center

Contract No. 210000001550
Change Notice 1, Attachment 1
Voluntary Benefits Administration Services



SCHEDULE B – PRICING

Voluntary Benefits Plans - Premium Rates													
Enhanced Accident Insurance / Accidental Death & Dismemberment Insurance / Identity Theft / Legal Plans													
Plan Type	Plan Year 1		Plan Year 2		Plan Year 3		Bidder pricing methodology used to determine rate changes						
	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate							
Enhanced Accident Insurance*													
Employee Only	\$6.83	N/A	\$6.83	N/A	\$6.83	N/A	Fixed flat rate						
Employee & Spouse	\$9.84	N/A	\$9.84	N/A	\$9.84	N/A	Fixed flat rate						
Employee & Child(ren)	\$13.91	N/A	\$13.91	N/A	\$13.91	N/A	Fixed flat rate						
Full Family (EE, Sp & Child(ren))	\$16.92	N/A	\$16.92	N/A	\$16.92	N/A	Fixed flat rate						
Accidental Death & Dismemberment Insurance													
Amount of Employee Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$120,000	\$1.55	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage						
Amount of Employee Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$120,000	\$1.55	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage						
Amount of Spouse Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage						
Amount of Child(ren) Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage						
Identity Theft Protection Plan													
Employee Only	\$2.19	\$4.75	\$2.19	\$4.75	\$2.19	\$4.75	Fixed flat rate						
Family (spouse + up to 10 deps)	\$3.58	\$7.75	\$3.58	\$7.75	\$3.58	\$7.75	Fixed flat rate						
Legal Plan													
Legal Plan	\$9.00	\$19.50	\$9.00	\$19.50	\$9.00	\$19.50	Fixed flat rate						
Legal Plan + triple bureau credit monitoring	\$10.11	\$21.90	\$10.11	\$21.90	\$10.11	\$21.90	Fixed flat rate						
*Enhanced Accident Insurance is the open plan offering; the previous Accident Insurance offering is a closed plan but there are still a number of employees enrolled in this plan. Bidder will be responsible for ensuring separate (lower) premiums are withheld from employees enrolled in this plan and that the applicable lower plan coverages are applied. See also Schedule J Plan designs.													
Critical Illness Pricing													
				Plan Year 1 through 3									
Death Benefit	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate									
\$10,000 GI	Employee	30	No	3.77**									
\$10,000 GI	Employee	40	No	5.37**									
\$10,000 GI	Employee	50	Yes	\$16.86									
\$20,000 Modified GI	Employee	30	No	\$6.54									
\$20,000 Modified GI	Employee	40	Yes	\$15.22									
\$20,000 Modified GI	Employee	50	No	\$17.82									
\$70,000 Additional Underwriting	Employee	30	Yes	\$26.44									
\$70,000 Additional Underwriting	Employee	40	Yes	\$50.75									
\$70,000 Additional Underwriting	Employee	50	No	\$59.88									
*Require an issue age plan with level premiums													
**Minimum Bi-weekly premium is \$6.00, which buys more than \$10,000 at ages 30 & 40. Age 30 - \$18,043, Age 40 - \$11,441													
Supplemental Term Life Insurance Pricing													
				Plan Year 1		Plan Year 2		Plan Year 3		Bidder's pricing methodology used to determine rate changes			
Coverage Amount	Relationship	Age Band	Smoker	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate				
\$700,000	Employee	40-44	Yes	\$91.11	N/A	\$91.11	N/A	\$91.11	N/A	based rates			
\$700,000	Employee	40-44	No	\$32.31	N/A	\$32.31	N/A	\$32.31	N/A	based rates			
\$400,000	Employee	30-34	Yes	\$22.34	N/A	\$22.34	N/A	\$22.34	N/A	based rates			
\$50,000	Employee/Retiree	70-74	No	\$47.49	\$198.15	\$47.49	\$198.15	\$47.49	\$198.15	5 year attained age (age-band) based rates			
\$700,000	Spouse	50-54	Yes	n/a	n/a	n/a	n/a	n/a	n/a	based rates			
\$500,000	Spouse	30-34	No	\$21.46	n/a	\$21.46	n/a	\$21.46	n/a	based rates			
\$100,000	Spouse	25-29	No	\$4.02	n/a	\$4.02	n/a	\$4.02	n/a	based rates			
\$25,000	Spouse	65-69	Yes	\$23.08	\$78.28	\$23.08	\$78.28	\$23.08	\$78.28	based rates			
\$2,000	Child	N/A	No	\$0.27	\$0.58	\$0.27	\$0.58	\$0.27	\$0.58	based rates			
\$6,000	Child	N/A	No	\$0.80	\$1.74	\$0.80	\$1.74	\$0.80	\$1.74	based rates			
\$10,000	Child	N/A	No	\$1.34	\$2.90	\$1.34	\$2.90	\$1.34	\$2.90	based rates			
Universal Life Insurance w/ LTC Plan Pricing													
				Plan Year 1 through 3									
Death Benefit (includes LTC & built in riders)	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate									
\$25,000 GI	Employee	30	Yes	\$13.34									
\$25,000 GI	Employee	41	No	\$16.69									
\$25,000 GI	Employee	52	Yes	\$38.92									
\$50,000 GI	Employee	29	Yes	\$24.08									
\$50,000 GI	Employee	60	No	\$88.69									
\$50,000 GI	Employee	58	Yes	\$110.79									
\$75,000 GI	Employee	25	Yes	\$30.47									
\$75,000 GI	Employee	47	No	\$64.06									
\$75,000 GI	Employee	58	Yes	\$165.33									
\$100,000 Modified GI	Employee	32	Yes	\$52.39									
\$100,000 Modified GI	Employee	69	No	\$339.67									
\$100,000 Modified GI	Employee	55	Yes	\$179.75									
*Require an issue age plan with level premiums													
Group Auto & Home Insurance													
Discount Plan (must be free to participants)				Scenario was provided for Bidder to quote. Actual rates will vary by needs									
Long-Term Care Insurance				Must be free to participants and paid for fully by Contractor									
				Pricing not required; Bidder must partner with LifeSecure for new enrollment offerings to employees - pricing determined by LifeSecure									
Pet Insurance													
Rates vary by needs, plan elections, breed type, and zip code.													
Hospital Indemnity Insurance													
Fixed Pricing, Effective July 1, 2023 through Plan Year 3													
Issue Age	EE	EE+SP	EE+CH	FAM									
18-49	\$12.92	\$22.98	\$26.02	\$36.08									
50-59	\$19.46	\$36.24	\$32.58	\$49.36									
60-64	\$29.08	\$55.78	\$42.20	\$68.90									
65-70	\$41.04	\$79.90	\$54.14	\$93.00									

SCHEDULE N – SUBCONTRACTOR TABLE

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor.	Trustmark Insurance Company 400 N Field Drive Lake Forest, IL 60045 847.615.1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Accident Insurance <input checked="" type="checkbox"/> Critical Illness <input checked="" type="checkbox"/> Universal Life Insurance <input checked="" type="checkbox"/> <u>File Consolidation Services</u> <input checked="" type="checkbox"/> Hospital Indemnity Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) The organization has more than 100 years of experience in voluntary benefits, the division is well positioned to provide the information employers and employees need to make knowledgeable decisions that enhance their benefit plans and provide critical financial protection.</p> <p>Trustmark maintains an A- (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Trustmark will administer the Accident Insurance, Critical Illness Insurance, Universal Life Insurance, and Hospital Indemnity Insurance plans for State active employees. Trustmark's Voluntary Benefit Solutions will also serve as the third-party administrator (TPA) for all eligibility, payroll, deduction, and remittance file consolidation transactions. This will include consolidation and distribution of all Contractor's subcontractor carrier files. Trustmark also maintains one online billing consolidation system that contains a record of bi-weekly/monthly payroll/pension deductions and remittance for all incoming and outgoing files. And finally, Trustmark provides a staff of highly trained and knowledgeable technical staff that manage the file and billing consolidation processes.</p>

Subcontractor Table	
	<p>C3) Trustmark has a highly talented dedicated team assigned to the various activities related to the State. This team consists of some of Trustmark's most talented staff who have several years' experience. Each area has extensive documentation for the processes and activities specifically related to case. This documentation assures that any staff member changes occur smoothly and seamlessly.</p> <p>Trustmark continues to invest in their business by continually evaluating and updating Trustmark systems, processes and people. Trustmark works closely with the Contractor, the Plan Sponsor, and policy holders to understand their needs and expectations.</p> <p>Trustmark's most recent enhancements have included an on-line customer portal for insureds to access their coverage 24/7. They have also built out on-line claims capabilities which include not only the ability to file and manage claims on-line, they also offer an option for direct deposit of benefit payment to the insureds bank account.</p> <p>While Trustmark adds these capabilities they have not changed their philosophy of service. Customers can use these enhanced methods of communication, or they Can call customer service.</p> <p>Trustmark consistently meets or exceeds Contractor's service benchmarks. With continued investment into their business and capabilities they feel they are well positioned for next century.</p> <p>Trustmark can provide all activities as described within the Contract as it relates to the specific plans and activities listed in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
E. Reserved	

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor.	Metropolitan Life Insurance Company (MetLife, MetLife Legal) 200 Park Avenue New York, NY 10166-0005 800-638-5433 Legal: 800-821-6400
B. Type of Subcontractor	<input checked="" type="checkbox"/> Accidental Death & Dismemberment Insurance <input checked="" type="checkbox"/> Legal Plan <input checked="" type="checkbox"/> Supplemental Term Life Insurance <input checked="" type="checkbox"/> Pet Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Metropolitan Life Insurance Company opened for business in 1868. Serving approximately 100 million customers, and operations in nearly 50 countries. As a global company, they hold leading market positions in the U.S., Japan, Latin America, Asia, Europe and the Middle East. MetLife is a marketplace leader with a broad range of employee benefit capabilities and rank competitively in a majority of our group products. Metropolitan Life Insurance Company maintains an A+ (Superior) A.M. Best Solvency Rating.</p> <p>C2) MetLife and MetLife Legal is responsible for administering the Supplemental Term Life Insurance, Accidental Death & Dismemberment (AD&D), Legal Plans, and Pet Insurance. The MetLife standard ongoing services for Life insurance include the following:</p> <ul style="list-style-type: none"> • Administrative Services <ul style="list-style-type: none"> – Provide plan documents including the policy and booklet/certificate, enrollment communications and other materials intended for distribution to participants; – Furnish reports as required by federal and/or state legislation; – Confer on specific questions, when requested by the policyholder, concerning

Subcontractor Table

plan provisions relating to eligibility, effective dates, cessation of coverage and other matters that may affect the administration of the plan;

- Furnish standard enrollment and SOH forms and provide individual medical underwriting evaluating services;
- Process all SOH applications and provide follow up correspondence to the employee regarding the status and the final determination;
- If a medical exam is necessary, provide paramedical exam service;
- Update our administrative systems with customer plan design changes as necessary.

- **Financial and Underwriting Services**

- **Claim Processing Services**

- Provide claim forms;
- Determine eligibility for benefits and adjudicate claims;
- Process all appeals;
- Administer claims for continuation of Life insurance for disabled employees and incapacitated children based on plan design;
- Administer the Total Control Account (TCA) Life settlement option;
- Administer the accelerated benefits option (ABO) living benefit feature.

- **Marketing and Enrollment Services**

- Enrollment, operations and services;
- Make available personnel to visit locations as requested by the policyholder.

- **Customer Service**

- Provide the State with customer service via a toll-free number;
- Process and administer conversion applications and portability election forms and conversion applications (if applicable).

Life Recordkeeping Services

Life recordkeeping services offer enhanced enrollment options, and a full assortment of administrative services. Recordkeeping helps to streamline your Life plan operations while assisting

Subcontractor Table

in communicating the value of Life insurance to the members.

MetLife also offers the following recordkeeping assistance and expertise:

MyBenefits, members can:

- Designate beneficiaries;
- Look up the toll-free number for MetLife's call center;

Statement of Health Processing Members can submit a Statement of Health (SOH) application and Plan Sponsor can monitor decisions. MetLife will:

- Determine the need for a SOH;
- Process SOH forms submitted via paper;
- Communicate SOH status and decisions to members;
- Answer member inquiries through our call center.

Beneficiary Designation Processing MetLife will maintain accurate and current beneficiary designations by:

- Receiving, tracking and maintaining all beneficiary designations;
- Delivering confirmation of all entries and changes;
- Handling related inquiries via our toll-free number;
- Offering beneficiary change capabilities via MyBenefits, the member website, via the toll-free number or by mail;
- Managing any changes directly with the member.

Claim Preparation MetLife ensures accurate claim processing by:

- Receiving claim notification directly from claimant;
- Completing the employer portion of a claim;

Subcontractor Table

- Verifying current beneficiary information;
- Preparing and sending the claim package to the appropriate beneficiary;
- Ensuring proper death claim processing with effective communication;
- Handling related inquiries via our toll free call center number.

Electronic Death Match Services MetLife matches their data with data aggregated by Global Party Management, which provides a single view of a MetLife customer across country. Global Party Management aggregates information from 40+ internal sources to match to external death sources.

Billing Solutions Payroll Deduction Billing & Direct Bill Options.

Portability and Conversion Notification with Transition Solutions MetLife provides timely notification regarding the right to continue coverage including:

- Comprehensive home mailing with all necessary forms, instructions and supporting information to help members exercise portability or conversion;
- Registered financial representative outreach for assistance with options and completing the proper forms.

Professional Customer Service The MetLife recordkeeping program offers assistance throughout the Life benefit cycle.

Legal Services

Through the MetLife Legal network of over 18,000 attorneys, they provide expert help for common legal issues employees face throughout life. MetLife Legal services are tailored for members. Members can choose any attorney they want from their nationwide network of attorneys or they can choose an out-of-network attorney. The plan provides fully covered legal services for most matters, meaning everything from the initial consultation, drafting or reviewing documents to

Subcontractor Table	
	<p>representation in court is covered for many common legal matters. Members can also receive telephone advice and office consultations on an unlimited number of personal legal matters, even matters not covered under the plan as long as they not excluded.</p> <ul style="list-style-type: none"> • Access to self-service options online or through our mobile app to find attorneys, get case numbers or use our digital estate planning solution to complete wills, living wills and powers of attorney. • Access to Client Service Center representatives who can look up coverages, find attorneys and get a case number for an employee. • No bills to handle when using a network attorney for a covered matter. All billing is handled by MetLife Legal Plans and the attorney. There are no claims forms, waiting periods or deductibles. • Information concerning carriers ability to provide the activities. <p>C3) MetLife will provide all activities as described within the Contract as it relates to the plans listed in C2. MetLife has been in the insurance business for over 150 years and are the leading player in group benefits, with a market share of 25% among large employers. Overall, they provide insurance and benefits to 40 million workers at 50,000 businesses.</p> <p>MetLife Legal Plans was founded in 1977, implemented its first legal plan in 1981 and was acquired by MetLife in 1997. They are the largest provider of group legal plans in the country with about 3,200 sponsors, including over 200 companies on the Fortune 500 list and over 5 million group plan members and dependents.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>

Subcontractor Table	
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Liberty Mutual Insurance Company 175 Berkeley Street Boston, MA 02116 617-357-9500
B. Type of Subcontractor	<input checked="" type="checkbox"/> Group Auto & Home Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Liberty Mutual Group, founded in Boston in 1912, is a diversified global insurer and one of the largest multi-line property and casualty insurers in North America.</p> <p>Liberty Mutual offerings include a wide range of insurance products and services, including personal automobile, homeowners, workers compensation, commercial multiple peril, commercial automobile, general liability, global specialty, group disability, assumed reinsurance, fire, and surety. Liberty Mutual Group (www.libertymutualgroup.com) employs over 50,000 people in more than 900 offices throughout the world. The State of Michigan Voluntary Auto & Home Program resides within our Personal Insurance business unit.</p> <p>Liberty Mutual has specialized in the auto and home affinity market for 50 years and with more than 16,000 partners. Their programs focus on a multi-channel distribution strategy; this allows the convenience of quoting, binding, and servicing through:</p> <ul style="list-style-type: none"> • local offices • representatives on-site • call centers available 7 days a week • online quoting, available 24/7 <p>Liberty Mutual maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Liberty Mutual will be responsible for administering Auto & Home Insurance for SOM members.</p>

Subcontractor Table

Members will have access to a wide array of insurance product offerings including: auto, homeowner, landlord, condo, renters, umbrella, watercraft, motorcycle, off road vehicles, classic and antique cars, and motorhomes.

In addition to personal automobile and homeowners Insurance, Liberty Mutual Companies will make Liberty Mutual's full line of personal insurance products and services available to members, including seasonal and rental properties, floater, motor homes, recreational vehicles, scheduled personal property, and identity fraud expense coverage.

Liberty will manage the distribution, claims, and servicing for all policies sold through the SOM auto and home member program.

C3) Liberty Mutual is able to provide all activities as described within the contract as it relates to the specific plans listed in C2.

Liberty Mutual offers multiple distribution channels. SOM members can receive personalized service from trained professionals by accessing Liberty through the internet or call the direct response center toll-free. Licensed insurance professionals can review SOM members' needs, explain the coverages available and help them make cost and coverage comparisons. Those who decide to sign up for the program can enroll via telephone. Liberty takes a consultative approach, there is no sales pressure. They understand that consumers have a choice in whom they buy their insurance from and how they buy the product.

In addition to call centers and the internet, Liberty Mutual employs more than 2,200 sales representatives in more than 200 offices throughout the US. By offering this extensive distribution channel, they can attract more members to utilize the benefit, since they have the option to meet their preferred enrollment method.

Subcontractor Table	
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Pre-Paid Legal Services, Inc. (dba LegalShield) One Pre-Paid Way, Ada, OK 74820 580-436-1234
B. Type of Subcontractor	<input checked="" type="checkbox"/> Identify Theft Protection Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Founded in 1972 in Ada, Oklahoma, LegalShield is a leading provider of legal plans and identity theft solutions to families and businesses across the United States and Canada. LegalShield maintains an A+ rating with the BBB.</p> <p>C2) LegalShield/IDShield is responsible for administering Identity Theft Plans for SOM members. IDShield is the only identity theft protection plan that provides direct access to Licensed Private Investigators. They put the participant first and fully restore their identity, hassle-free, and with no additional fees. IDShield also provides online privacy and reputation management services to proactively help keep participant's identity and personal reputation safe. IDShield mobile app, allows participants to easily view their real-time alerts, track their credit score, add/edit their personal information and speak directly to an identity theft specialist 24/7/365.</p> <p>C3) LegalShield/IDShield hwill provide all activities as described within the contract as it relates to the plans listed in C2. LegalShield is the largest legal services plan provider in the United States, serving more</p>

Subcontractor Table	
	than 4 million people. Additionally, over 35,000 companies offer the LegalShield & IDShield plan to their employees as a voluntary benefit.
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Abenity, Inc. 725 Cool Springs Blvd. Suite 600, Franklin, TN. 37067 615-807-0222
B. Type of Subcontractor	<input checked="" type="checkbox"/> Discount Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Abenity helps employers, alumni groups, and associations supplement their benefits with private perks and discount programs. Abenity maintains an A rating with BBB.</p> <p>C2) Abenity is the subcontractor carrier for the free discount plan (paid for by the Contractor) offered to SOM members.</p> <p>Abenity currently serves over 15 million members and more than 250 employers and membership groups across the US and Canada. Abenity will provide services noted in C2 for the contract.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor.	Prudential Insurance Co of America 2101 Welsh Road Dresher, PA 19025 800-732-0416
B. Type of Subcontractor	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Prudential offers a wide array of financial products and services, including life insurance, annuities, retirement-related products and services, mutual funds and investment management. Prudential maintains an A+ (Superior) A.M Best Solvency rating.</p> <p>C2) Prudential will be the subcontractor carrier for the discontinued Group Long Term Care coverage. Prudential no longer offers the plan to State employees or retirees, however, they will continue to maintain all in-force coverages.</p> <p>C3) Prudential began providing LTC in 2011, and started plan maintenance only in 2013. Prudential. Prudential will continue to provide all contract activities noted in C2. Prudential Financial, a financial wellness leader and premier global investment manager with approximately \$1.7 trillion of assets under management as of December 31, 2020, has operations in the United States, Asia, Europe and Latin America. Through our subsidiaries and affiliates, Prudential offers a wide array of financial products and services, including life insurance, annuities, retirement-related products and services, mutual funds and investment management. Prudential offers these products and services to individual and institutional customers through proprietary and third-party distribution networks.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts

Subcontractor Table	
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Farmers Property and Casualty Insurance Company 700 Quaker Lane Warwick, RI 02886 800-438-6381
B. Type of Subcontractor	<input checked="" type="checkbox"/> Group Auto & Home Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Farmers opened for business in 1928. Today, the companies comprising Farmers make up one of the country's largest insurers of vehicles, homes and small businesses and provide a wide range of insurance and products. The Farmers Exchanges are three reciprocal insurers (Farmers Insurance Exchange, Fire Insurance Exchange and Truck Insurance Exchange) owned by their policyholders, and together with their subsidiaries and affiliates comprise the Farmers Insurance Group of Companies. Farmers Group, Inc. and its subsidiaries, in their capacity as attorneys-in-fact, provide administrative and management services to the Farmers Exchanges. Farmers maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Farmers will be responsible for administering Auto & Home Insurances for the active employee population. Farmers offers a wide range of products and services so that employees can choose the right fit for them. Farmers policies are portable so that members can take their coverage with them wherever they go. Our Property and Casualty lines include:</p> <ul style="list-style-type: none"> • Auto; • Home; • RV; • Renters; • Flood; • Boats;

Subcontractor Table

- Condo;
 - Personal excess liability protection;
 - Landlord's rental dwelling;
 - Bundled packages.
- Farmers also offers savings advantages for workplace benefits:
- Group discounts of up to 15%;
 - Payroll deduction discounts of up to 12%;
 - Multi-policy and multi-product discounts;
 - Long-term employment loyalty rewards.
- Coverage:**
- Replacement Cost Coverage on new vehicles with no deduction for depreciation. In a total covered loss, a new vehicle is repaired or replaced with a new car;
 - Replacement Costs for Special Parts provides the repair or replacement of certain parts, regardless of their wear and tear at the time of the accident;
 - Replacement Cost Coverage on Home rebuilds your employee's home at today's rebuilding cost, even if that takes it over the policy's limit;
 - Deductible Savings Benefit rewards employees with \$50 for every year of claim-free driving for up to five years. Employees can use the money to pay for their deductible;
 - Multi-policy advantages offer auto and home combination policies that provide the convenience of one common effective date and payroll deduction, while eliminating multiple bills and insurance forms.

C3) Farmers is proud to serve more than 10 million households with more than 19 million individual policies across all 50 states.

Subcontractor Table	
	Farmers will provide activities as described within the contract and listed in C2.
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	LifeSecure Insurance Company 10559 Citation Drive, Suite 300 Brighton, MI 48116 Phone: 866.582.7702
B. Type of Subcontractor	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Provider of Long Term Care and Ancillary Health Products: Personal Accident, Hospital Recovery, Critical Illness.</p> <p>C2) LifeSecure currently offers Individual Long Term Care plans to active State employees. The State retiree Individual Long Term Care is no longer actively offered, however, LifeSecure will maintain all in-force policies. LifeSecure offers a direct billing option to all participants of the plan.</p> <p>C3) Founded in 2006, LifeSecure is dedicated to bringing to market solutions that protect families and their assets. LifeSecure is focused on creating a different kind of insurance experience for our customers. LifeSecure believes insurance should be easy to understand, effortless to buy and simple to use. LifeSecure is currently licensed in 49 states and the District of Columbia. With over 68,000 policyholders and revenue exceeding \$30,000,000. LifeSecure will provide all contract activities as described in C2.</p>

Subcontractor Table	
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Businessolver.com, Inc. 1025 Ashworth Rd. West Des Moines, IA. 50265 515-273-1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Other Please Specify: <u>Benefit Enrollment Solutions Technology Partner</u>
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1: A market-changing benefits technology partner focused on the needs of the business. Delivering benefits administration, enrollment solutions, and services for clients that employees need for today and tomorrow. Transforming the annual enrollment experience into a personalized journey. Businessolver offers benefits administration, enrollment solutions, benefit decision support, personalized landing page, and customer service/enrollment services through their call center.</p> <p>C2: Businessolver provides a SaaS-based benefit enrollment solution for active employees of the State. The enrollment platform manages eligibility, enrollment data, plan rules, plan documents, rates, scripting, call center management tools, reporting, and more. Businessolver also provides an enrollment solutions call center where they provide representatives that are specifically trained and licensed in the voluntary benefit plans that they assist employees with. The representatives answer questions, assist callers to find benefit solutions that meet their needs, and enroll employees in voluntary</p>

Subcontractor Table	
	<p>benefits. Furthermore, Businessolver hosts the year-round website benefitsforlife.org that contains important information and links to plan documents, this is also the site employee's visit to enroll.</p> <p>C3: Nothing is more important in benefits enrollment software than having timely and accurate data management built into your platform. Businessolver delivers a SaaS-based benefit enrollment solution that empowers employees to enroll based on eligibility which is determined in the same platform and within the same technology. Businessolver technology is built on a single code base, this means data integration is seamless, and security is rock-solid between the platform, vendors, and carriers. Businessolver will perform and provide all contract activities as described in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
E. Reserved	



STATE OF MICHIGAN PROCUREMENT
Department of Technology, Management, and Budget
525 W. ALLEGAN ST., LANSING, MICHIGAN 48913
P.O. BOX 30026 LANSING, MICHIGAN 48909

NOTICE OF CONTRACT

NOTICE OF CONTRACT NO. **210000001550**

between

THE STATE OF MICHIGAN

and

CONTRACTOR	Gallagher Benefit Services, Inc.
	2600 S Telegraph Rd, Suite 100
	Bloomfield Hills, MI 48302
	Jim Evans
	(248) 457-8572
	James_Evans@ajg.com
	V Cust#

STATE	Program Manager	Christopher DeRose	CSC - EBD
		(517) 335-3648	
		derosec@michigan.gov	
	Contract Administrator	Mary Ostrowski	DTMB
		(517) 249-0438	
		ostrowskim@michigan.gov	

CONTRACT SUMMARY			
DESCRIPTION: Voluntary Benefits Administration Services			
INITIAL EFFECTIVE DATE	INITIAL EXPIRATION DATE	INITIAL AVAILABLE OPTIONS	EXPIRATION DATE BEFORE CHANGE(S) NOTED BELOW
March 1, 2022	February 28, 2025	7- One Year	February 28, 2025
PAYMENT TERMS		DELIVERY TIMEFRAME	
Net 45		N/A	
ALTERNATE PAYMENT OPTIONS			EXTENDED PURCHASING
<input type="checkbox"/> P-card <input type="checkbox"/> Payment Request (PRC) <input checked="" type="checkbox"/> Other			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
MINIMUM DELIVERY REQUIREMENTS			
N/A			
MISCELLANEOUS INFORMATION			
THIS IS NOT AN ORDER: This Contract Agreement is awarded on the bases of our inquiry bearing the solicitation #210000001722.			
ESTIMATED CONTRACT VALUE AT TIME OF EXECUTION			\$127,800,000.00

CONTRACT NO. 210000001550

FOR THE CONTRACTOR:

Company Name

Authorized Agent Signature

Authorized Agent (Print or Type)

Date

FOR THE STATE:

Signature

Name & Title

Agency

Date

STANDARD CONTRACT TERMS

This STANDARD CONTRACT (“**Contract**”) is agreed to between the State of Michigan (the “**State**”) and Gallagher Benefit Services, Inc. (“**Contractor**”), a Delaware Corporation. This Contract is effective on March 1, 2022 (“**Effective Date**”), and unless terminated, expires on February 28, 2025.

This Contract may be renewed for up to 7 additional 1 year period(s). Renewal is at the sole discretion of the State and will automatically extend the Term of this Contract. The State will document its exercise of renewal options via Contract Change Notice.

The parties agree as follows:

1. **Definitions.** For the purposes of this Contract, the following terms have the following meanings:

“**Accept**” has the meaning set forth in **Section 20**.

“**Acceptance**” has the meaning set forth in **Section 20**.

“**Affiliate**” of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the direct or indirect ownership of more than fifty percent (50%) of the voting securities of a Person.

“**Allegedly Infringing Materials**” has the meaning set forth in **Section 33**.

“**Business Day**” means a day other than a Saturday, Sunday or other day on which the State is authorized or required by Law to be closed for business.

“**Business Owner**” is the individual appointed by the agency buyer to (a) act as the agency’s representative in all matters relating to the Contract, and (b) co-sign off on notice of Acceptance. The Business Owner will be identified in the Statement of Work.

“**Change**” has the meaning set forth in **Section 5**.

“**Change Notice**” has the meaning set forth in **Section 5**.

“**Change Proposal**” has the meaning set forth in **Section 5**.

“**Change Request**” has the meaning set forth in **Section 5**.

“**Confidential Information**” has the meaning set forth in **Section 38.a**.

“Configuration” means State-specific changes made to the Software without Source Code or structural data model changes occurring.

“Contract” has the meaning set forth in the preamble.

“Contract Activities” includes the Services, Deliverables, delivery of commodities, or other contractual requirements set forth in **Schedule A – Statement of Work**, including any subsequent Statement(s) of Work, that the Contractor agrees to provide and the State agrees to purchase pursuant to the terms of this Contract.

“Contract Administrator” is the individual appointed by each party to (a) administer the terms of this Contract, and (b) approve any Change Notices under this Contract. Each party’s Contract Administrator will be identified in the Statement of Work.

“Contractor” has the meaning set forth in the preamble.

“Contractor’s Bid Response” means the Contractor’s proposal submitted in response to the State’s requests to obtain Contract Activities.

“Contractor Personnel” means all employees of Contractor or any Permitted Subcontractors involved in the performance of Services hereunder.

“Deliverables” means all materials, including, but not limited to Software, Documentation, written materials and commodities, that Contractor is required to or otherwise does provide to the State under this Contract and otherwise in connection with any Services, including all items specifically identified as Deliverables in **Schedule A - Statement of Work**.

“Dispute Resolution Procedure” has the meaning set forth in **Section 55**.

“Documentation” means all generally available documentation relating to the Software, including all user manuals, operating manuals and other instructions, specifications, documents and materials, in any form or media, that describe any component, feature, requirement or other aspect of the Software or Hosted Services (as defined in **Schedule D**), including any functionality, testing, operation or use thereof.

“DTMB” means the Michigan Department of Technology, Management and Budget.

“Effective Date” has the meaning set forth in the preamble.

“Fees” means collectively all fees collected by the Contractor pursuant to the terms of this Contract.

“Financial Audit Period” has the meaning set forth in **Section 42**.

“Force Majeure” has the meaning set forth in **Section 54**.

“HIPAA” has the meaning set forth in **Section 47**.

“Intellectual Property Rights” means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the associated goodwill; (c) copyrights and copyrightable works (including computer programs), mask works and rights in data and databases; (d) trade secrets, know-how and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable Law in any jurisdiction throughout the world.

“Key Personnel” means any Contractor Personnel identified as key personnel in **Schedule A – Statement of Work**.

“Law” means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree or other requirement or rule of any federal, state, local or foreign government or political subdivision thereof, or any arbitrator, court or tribunal of competent jurisdiction.

“Loss or Losses” means all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

“Maintenance Release” means any update, upgrade, release or other adaptation or modification of the Software, including any updated Documentation, that Contractor may generally provide to its licensees from time to time during the Term, which may contain, among other things, error corrections, enhancements, improvements or other changes to the user interface, functionality, compatibility, capabilities, performance, efficiency or quality of the Software.

“New Version” means any new version of the Software that the Contractor may from time to time introduce and market generally as a distinct licensed product, as may be indicated by Contractor's designation of a new version number.

“PAT” means a document or product accessibility template, including any Information Technology Industry Council Voluntary Product Accessibility Template or VPAT®, that specifies how information and software products, such as websites, applications, software and associated content, conform to WCAG 2.0 Level AA.

“Permitted Subcontractor” has the meaning set forth in **Section 13**.

“Person” means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

“Pricing” means any and all fees, rates and prices payable under this Contract, including pursuant to any Schedule or Exhibit hereto.

“Pricing Schedule” means the schedule attached as **Schedule B**, setting forth the Fees, rates and Pricing payable under this Contract.

“Program Manager” is the individual appointed by each party to (a) monitor and coordinate the day-to-day activities of this Contract, and (b) for the State, to co-sign off on its notice of Acceptance of the Deliverables. Each party's Program Manager will be identified in the Statement of Work.

“Representatives” means a party's employees, officers, directors, partners, shareholders, agents, attorneys, successors and permitted assigns.

“RFP” means the State's request designed to solicit responses for Contract Activities under this Contract.

“Software” means Contractor's software set forth in the Statement of Work, and any Maintenance Releases or New Versions provided to the State and any Configurations made by or for the State pursuant to this Contract, and all copies of the foregoing permitted under this Contract and the License Agreement.

“Services” means any of the services Contractor is required to or otherwise does provide under this Contract, **Schedule A** - Statement of Work, **Schedule C** - Software Terms for On-site Hosting (if applicable), and **Schedule E** – Contractor Hosted Software and Services (if applicable).

“Source Code” means the human readable source code of the Software to which it relates, in the programming language in which the Software was written, together with all related flow charts and technical documentation, including a description of the procedure for generating object code, all of a level sufficient to enable a

programmer reasonably fluent in such programming language to understand, build, operate, support, maintain and develop modifications, upgrades, updates, adaptations, enhancements, new versions and other derivative works and improvements of, and to develop computer programs compatible with, the Software.

“Site” means the physical location designated by the State in, or in accordance with, this Contract or the Statement of Work for delivery or installation of the Contract Activities.

“State” means the State of Michigan.

“State Data” has the meaning set forth in **Section 37.a**.

“State Materials” means all materials and information, including equipment, documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Statement of Work” means any statement of work entered into by the parties and attached as a schedule to this Contract. The initial Statement of Work is attached as **Schedule A**, and subsequent Statements of Work shall be sequentially identified and attached as Schedules A-1, A-2, A-3, etc.

“Stop Work Order” has the meaning set forth in **Section 27**.

“Term” has the meaning set forth in the preamble.

“Third Party” means any Person other than the State or Contractor.

“Transition Period” has the meaning set forth in **Section 31**.

“Transition Responsibilities” has the meaning set forth in **Section 31**.

“Unauthorized Removal” has the meaning set forth in **Section 15**.

“Unauthorized Removal Credit” has the meaning set forth in **Section 15**.

“Warranty Period” means the period set forth in Schedule A, the Statement of Work, commencing on the date of acceptance of all Deliverables purchased pursuant to the terms of this Contract.

“WCAG 2.0 Level AA” means level AA of the World Wide Web Consortium Web Content Accessibility Guidelines version 2.0.

“Work Product” means all State-specific deliverables that Contractor is required to, or otherwise does, provide to the State under this Contract including but not limited to written materials, computer scripts, software configuration, software customization, APIs, macros, user interfaces, reports, project management documents, forms, templates, and other State-specific documents and related materials together with all ideas, concepts, processes, and methodologies developed in connection with this Contract whether or not embodied in this Contract. Work Product does not include software.

2. **Duties of Contractor.** Contractor must perform the services and provide the deliverables described in **Schedule A – Statement of Work** (the **“Contract Activities”**). An obligation to provide delivery of any commodity is considered a service and is a Contract Activity.

Contractor must furnish all labor, equipment, materials, and supplies necessary for the performance of the Contract Activities, and meet operational standards, unless otherwise specified in **Schedule A**.

Contractor must: (a) perform the Contract Activities in a timely, professional, safe, and workmanlike manner consistent with standards in the trade, profession, or industry; (b) meet or exceed the performance and operational standards, and specifications of the Contract; (c) provide all Contract Activities in good quality, with no material defects; (d) not interfere with the State’s operations; (e) obtain and maintain all necessary licenses, permits or other authorizations necessary for the performance of the Contract; (f) cooperate with the State, including the State’s quality assurance personnel, and any third party to achieve the objectives of the Contract; (g) return to the State any State-furnished equipment or other resources in the same condition as when provided when no longer required for the Contract; (h) not make any media releases without prior written authorization from the State; (i) assign to the State any claims resulting from state or federal antitrust violations to the extent that those violations concern materials or services supplied by third parties toward fulfillment of the Contract; (j) comply with all State physical and IT security policies and standards which will be made available upon request; and (k) provide the State priority in performance of the Contract except as mandated by federal disaster response requirements. Any breach under this paragraph is considered a material breach.

Contractor must also be clearly identifiable while on State property by wearing identification issued by the State, and clearly identify themselves whenever making contact with the State.

3. **Statement(s) of Work.** Contractor shall provide the Contract Activities pursuant to Statements of Work entered into under this Contract. No Statement of Work shall be effective unless signed by each party’s Contract Administrator. The term of each Statement of Work shall commence on the parties’ full execution of the Statement of Work and terminate when the parties have fully performed their obligations. The terms and conditions of this Contract will apply at all times to any Statements of Work

entered into by the parties and attached as a schedule to this Contract. The State shall have the right to terminate such Statement of Work as set forth in **Sections 28 and 29**. Contractor acknowledges that time is of the essence with respect to Contractor's obligations under each Statement of Work and agrees that prompt and timely performance of all such obligations in accordance with this Contract and the Statements of Work is strictly required.

- 4. Statement of Work Requirements.** Each Statement of Work may include the following: (a) names and contact information for Contractor's Contract Administrator, Program Manager and Key Personnel; (b) names and contact information for the State's Contract Administrator, Program Manager and Business Owner; (c) a detailed description of the Services to be provided under this Contract, including any training obligations of Contractor; (d) a detailed description of the Deliverables to be provided under this Contract; (e) a description of all liquidated damages associated with this Contract, if any; and (f) a detailed description of all State Resources, if any, required to complete the Implementation Plan, if such a Plan is necessary.
- 5. Change Control Process.** The State may at any time request in writing (each, a "Change Request") changes to the Statement of Work, including changes to the Contract Activities (each, a "Change"). Upon the State's submission of a Change Request, the parties will evaluate and implement all Changes in accordance with this **Section 5**. No Change will be effective until the parties have executed a Change Notice. Except as the State may request in its Change Request or otherwise in writing, Contractor must continue to perform its obligations in accordance with the Statement of Work pending negotiation and execution of a Change Notice. Contractor will use its best efforts to limit any delays or Fee increases from any Change to those necessary to perform the Change in accordance with the applicable Change Notice. Contractor may, on its own initiative and at its own expense, prepare and submit its own Change Request to the State. However, the State will be under no obligation to approve or otherwise respond to a Change Request initiated by Contractor.
- 6. Notices.** All notices and other communications required or permitted under this Contract must be in writing and will be considered given and received: (a) when verified by written receipt if sent by courier; (b) when actually received if sent by mail without verification of receipt; or (c) when verified by automated receipt or electronic logs if sent by facsimile or email.

If to State:	If to Contractor:
Mary Ostrowski 525 W. Allegan St. Lansing, MI 48913 ostrowskim@michigan.gov 517-249-0438	Jim Evans 2600 S Telegraph Rd Bloomfield Hills, MI 48302 James_evans@ajg.com 248-457-8572

- 7. Performance Guarantee.** Contractor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the Contract and must provide proof upon request. The State may require a performance bond (as specified

in **Schedule A** – Statement of Work) if, in the opinion of the State, it will ensure performance of the Contract.

- 8. Insurance Requirements.** Contractor, at its sole expense, must maintain the insurance coverage identified below. All required insurance must: (a) protect the State from claims that may arise out of, are alleged to arise out of, or otherwise result from Contractor's or a subcontractor's performance; (b) be primary and non-contributing to any comparable liability insurance (including self-insurance) carried by the State; and (c) be provided by a company with an A.M. Best rating of "A-" or better, and a financial size of size of at least VII for the Legal plan and IX for all other plans.

Required Limits	Additional Requirements
Commercial General Liability Insurance	
Minimum Limits: \$1,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$2,000,000 Products/Completed Operations \$2,000,000 General Aggregate	Contractor must have their policy endorsed to add "the State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees, and agents" as additional insureds using endorsement CG 20 10 11 85, or both CG 20 10 12 19 and CG 20 37 12 19.
Automobile Liability Insurance	

Required Limits	Additional Requirements
If a motor vehicle is used in relation to the Contractor's performance, the Contractor must have vehicle liability insurance on the motor vehicle for bodily injury and property damage as required by law.	
Workers' Compensation Insurance	
Minimum Limits: Coverage according to applicable laws governing work activities.	Waiver of subrogation, except where waiver is prohibited by law.
Employers Liability Insurance	
Minimum Limits: \$500,000 Each Accident \$500,000 Each Employee by Disease \$500,000 Aggregate Disease	
Privacy and Security Liability (Cyber Liability) Insurance	
Minimum Limits: \$1,000,000 Per Claim \$1,000,000 Annual Aggregate	Contractor must have their policy cover information security and privacy liability, privacy notification costs, regulatory defense and penalties, and website media content liability.

If any of the required policies provide **claims-made** coverage, the Contractor must: (a) provide coverage with a retroactive date before the Effective Date of the Contract or the beginning of Contract Activities; (b) maintain coverage and provide evidence of coverage for at least three (3) years after completion of the Contract Activities; and (c) if coverage is cancelled or not renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract Effective Date, Contractor must purchase extended reporting coverage for a minimum of three (3) years after completion of work.

Contractor must: (a) provide insurance certificates to the Contract Administrator, containing the agreement or delivery order number, at Contract formation and within twenty (20) calendar days of the expiration date of the applicable policies; (b) require that subcontractors maintain the required insurance contained in this Section; (c) notify the Contract Administrator within five (5) business days if any insurance is cancelled;

and (d) waive all rights against the State for damages covered by insurance. Failure to maintain the required insurance does not limit this waiver.

This Section is not intended to and is not to be construed in any manner as waiving, restricting or limiting the liability of either party for any obligations under this Contract (including any provisions hereof requiring Contractor to indemnify, defend and hold harmless the State).

9. Reserved.

10. Reserved.

11. Independent Contractor. Contractor is an independent contractor and assumes all rights, obligations and liabilities set forth in this Contract. Contractor, its employees, and agents will not be considered employees of the State. No partnership or joint venture relationship is created by virtue of this Contract. Contractor, and not the State, is responsible for the payment of wages, benefits and taxes of Contractor's employees and any subcontractors. Prior performance does not modify Contractor's status as an independent contractor.

12. Intellectual Property Rights. Contractor hereby acknowledges that the State is and will be the sole and exclusive owner of all right, title, and interest in the Work Product produced as part of the Contract Activities, and all associated intellectual property rights, if any. In general, Work Product constitutes works made for hire as defined in Section 101 of the Copyright Act of 1976. To the extent any Work Product, and related intellectual property do not qualify as works made for hire under the Copyright Act, Contractor will, and hereby does, immediately on its creation, assign, transfer and otherwise convey to the State, irrevocably and in perpetuity, throughout the universe, all right, title and interest in and to the Work Product, including all intellectual property rights therein. Contractor also irrevocably waives any and all claims Contractor may have now or hereafter have in any jurisdiction to so called "moral rights" or rights of *droit moral* with respect to the Work Product. If Contract Activities includes the purchase or use of software, such purchase, use, or access to Software shall be subject to **Schedules B and C or D** of this Contract.

13. Subcontracting. Contractor will not, without the prior written approval of the State, which consent may be given or withheld in the State's sole discretion, engage any Third Party to perform Services. The State's approval of any such Third Party (each approved Third Party, a "**Permitted Subcontractor**") does not relieve Contractor of its representations, warranties or obligations under this Contract. Without limiting the foregoing, Contractor will: (a) be responsible and liable for the acts and omissions of each such Permitted Subcontractor (including such Permitted Subcontractor's employees who, to the extent providing Services or Deliverables, shall be deemed Contractor Personnel) to the same extent as if such acts or omissions were by Contractor or its employees; (b) name the State a third party beneficiary under Contractor's Contract with each Permitted Subcontractor with respect to the Services; (c) be responsible for all fees and expenses payable to, by or on behalf of each Permitted Subcontractor in connection with this Contract, including, if applicable, withholding of income taxes, and the payment and withholding of social security and

other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits; and (d) notify the State of the location of the Permitted Subcontractor and indicate if it is located within the continental United States.

- 14. Staffing.** Contractor is solely responsible for all Contractor Personnel and for the payment of their compensation, including, if applicable, withholding of income taxes, and the payment and withholding of social security and other payroll taxes, unemployment insurance, workers' compensation insurance payments and disability benefits. The State's Contract Administrator may require Contractor to remove or reassign personnel by providing a notice to Contractor.
- 15. Key Personnel.** If, in the sole discretion of the State, Key Personnel are required to complete the Contract Activities, such Key Personnel shall be identified in **Schedule A - Statement of Work**. The State has the right to recommend and approve in writing the initial assignment, as well as any proposed reassignment or replacement, of any Key Personnel. Before assigning an individual to any Key Personnel position, Contractor will notify the State of the proposed assignment, introduce the individual to the State's Program Manager, and provide the State with a resume and any other information about the individual reasonably requested by the State. The State reserves the right to interview the individual before granting written approval. In the event the State finds a proposed individual unacceptable, the State will provide a written explanation including reasonable detail outlining the reasons for the rejection.

Contractor will not remove any Key Personnel from their assigned roles on this Contract without the prior written consent of the State. The Contractor's removal of Key Personnel without the prior written consent of the State is an unauthorized removal ("**Unauthorized Removal**"). An Unauthorized Removal does not include replacing Key Personnel for reasons beyond the reasonable control of Contractor, including illness, disability, leave of absence, personal emergency circumstances, resignation, or for cause termination of the Key Personnel's employment. Any Unauthorized Removal may be considered by the State to be a material breach of this Contract, in respect of which the State may elect to terminate this Contract for cause under Section 28.

It is further acknowledged that an Unauthorized Removal will interfere with the timely and proper completion of this Contract, to the loss and damage of the State, and that it would be impracticable and extremely difficult to fix the actual damage sustained by the State as a result of any Unauthorized Removal. Therefore, Contractor and the State agree that in the case of any Unauthorized Removal in respect of which the State does not elect to exercise its rights under **Section 28**, Contractor will issue to the State an amount set forth in below (each, an "Unauthorized Removal Credit"):

- i. For the Unauthorized Removal of any Key Personnel designated in the applicable Statement of Work, the credit amount will be \$25,000.00 per individual if Contractor identifies a replacement approved by the State and assigns the replacement to shadow the Key Personnel who is leaving for a period of at least 30-calendar days before the Key Personnel's removal.

- ii. If Contractor fails to assign a replacement to shadow the removed Key Personnel for at least 30-calendar days, in addition to the \$25,000.00 credit specified above, Contractor will credit the State \$833.33 per calendar day for each day of the 30-calendar day shadow period that the replacement Key Personnel does not shadow the removed Key Personnel, up to \$25,000.00 maximum per individual. The total Unauthorized Removal Credits that may be assessed per Unauthorized Removal and failure to provide 30-calendar days of shadowing will not exceed \$50,000.00 per individual.

Contractor acknowledges and agrees that each of the Unauthorized Removal Credits assessed above: (i) is a reasonable estimate of and compensation for the anticipated or actual harm to the State that may arise from the Unauthorized Removal, which would be impossible or very difficult to accurately estimate; and (ii) may, at the State's option, be credited or set off against any fees or other charges payable to Contractor under this Contract.

- 16. **Background Checks.** Pursuant to Michigan law, all agencies subject to IRS Pub. 1075 are required to ask the Michigan State Police to perform fingerprint background checks on all employees, including Contractor and Subcontractor employees, who may have access to any database of information maintained by the federal government that contains confidential or personal information, including, but not limited to, federal tax information. Further, pursuant to Michigan law, any agency described above is prohibited from providing Contractors or Subcontractors with the result of such background check. For more information, please see Michigan Public Act 427 of 2018. Upon request, or as may be specified in Schedule A, Contractor must perform background checks on all employees and subcontractors and its employees prior to their assignment. The scope is at the discretion of the State and documentation must be provided as requested. Contractor is responsible for all costs associated with the requested background checks. The State, in its sole discretion, may also perform background checks.
- 17. **Assignment.** Contractor may not assign this Contract to any other party without the prior approval of the State. Upon notice to Contractor, the State, in its sole discretion, may assign in whole or in part, its rights or responsibilities under this Contract to any other party. If the State determines that a novation of the Contract to a third party is necessary, Contractor will agree to the novation and provide all necessary documentation and signatures.
- 18. **Change of Control.** Contractor will notify within 30 days of any public announcement or otherwise once legally permitted to do so, the State of a change in Contractor's organizational structure or ownership. For purposes of this Contract, a change in control means any of the following: (a) a sale of more than 50% of Contractor's stock; (b) a sale of substantially all of Contractor's assets; (c) a change in a majority of Contractor's board members; (d) consummation of a merger or consolidation of Contractor with any other entity; (e) a change in ownership through a transaction or series of transactions; (f) or the board (or the stockholders) approves a plan of complete liquidation. A change of control does not include any consolidation or

merger effected exclusively to change the domicile of Contractor, or any transaction or series of transactions principally for bona fide equity financing purposes.

In the event of a change of control, Contractor must require the successor to assume this Contract and all of its obligations under this Contract.

- 19. Ordering.** Contractor is not authorized to begin performance until receipt of authorization as identified in **Schedule A**.
- 20. Acceptance.** Contract Activities are subject to inspection and testing by the State within 30 calendar days of the State's receipt of them ("**State Review Period**"), unless otherwise provided in Schedule A. If the Contract Activities are not fully accepted by the State, the State will notify Contractor by the end of the State Review Period that either: (a) the Contract Activities are accepted but noted deficiencies must be corrected; or (b) the Contract Activities are rejected. If the State finds material deficiencies, it may: (i) reject the Contract Activities without performing any further inspections; (ii) demand performance at no additional cost; or (iii) terminate this Contract in accordance with **Section 28**, Termination for Cause.

Within 10 business days from the date of Contractor's receipt of notification of acceptance with deficiencies or rejection of any Contract Activities, Contractor must cure, at no additional cost, the deficiency and deliver unequivocally acceptable Contract Activities to the State. If acceptance with deficiencies or rejection of the Contract Activities impacts the content or delivery of other non-completed Contract Activities, the parties' respective Program Managers must determine an agreed to number of days for re-submission that minimizes the overall impact to the Contract. However, nothing herein affects, alters, or relieves Contractor of its obligations to correct deficiencies in accordance with the time response standards set forth in this Contract.

If Contractor is unable or refuses to correct the deficiency within the time response standards set forth in this Contract, the State may cancel the order in whole or in part. The State, or a third party identified by the State, may perform the Contract Activities and recover the difference between the cost to cure and the Contract price plus an additional 10% administrative fee.

- 21. Reserved.**
- 22. Reserved.**
- 23. Reserved.**
- 24. Terms of Payment.** Invoices must conform to the requirements communicated from time-to-time by the State. All undisputed amounts are payable within 45 days of the State's receipt. Contractor may only charge for Contract Activities performed as specified in Schedule A. Invoices must include an itemized statement of all charges. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Services purchased under this Agreement are for the State's exclusive use. All prices are exclusive of taxes, and Contractor is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of

any kind imposed by any federal, state, or local governmental entity on any amounts payable by the State under this Contract.

The State has the right to withhold payment of any disputed amounts until the parties agree as to the validity of the disputed amount. The State will notify Contractor of any dispute within a reasonable time. Payment by the State will not constitute a waiver of any rights as to Contractor's continuing obligations, including claims for deficiencies or substandard Contract Activities. Contractor's acceptance of final payment by the State constitutes a waiver of all claims by Contractor against the State for payment under this Contract, other than those claims previously filed in writing on a timely basis and still disputed.

The State will only disburse payments under this Contract through Electronic Funds Transfer (EFT). Contractor must register with the State at <http://www.michigan.gov/SIGMAVSS> to receive electronic fund transfer payments. If Contractor does not register, the State is not liable for failure to provide payment. Without prejudice to any other right or remedy it may have, the State reserves the right to set off at any time any amount then due and owing to it by Contractor against any amount payable by the State to Contractor under this Contract.

- 25. Payment Disputes.** The State may withhold from payment any and all payments and amounts the State disputes in good faith, pending resolution of such dispute, provided that the State: (a) timely renders all payments and amounts that are not in dispute; notifies Contractor of the dispute prior to the due date for payment, specifying in such notice: (i) the amount in dispute; and (ii) the reason for the dispute set out in sufficient detail to facilitate investigation by Contractor and resolution by the parties; (b) works with Contractor in good faith to resolve the dispute promptly; and (c) promptly pays any amount determined to be payable by resolution of the dispute.

Contractor shall not withhold any Contract Activities or fail to perform any obligation hereunder by reason of the State's good faith withholding of any payment or amount in accordance with this **Section 25** or any dispute arising therefrom.

- 26. Liquidated Damages.** Liquidated damages, if applicable, will be assessed as described in Schedule A.
- 27. Stop Work Order.** The State may suspend any or all activities under the Contract at any time. The State will provide Contractor a written stop work order detailing the suspension. Contractor must comply with the stop work order upon receipt. Within 90 calendar days, or any longer period agreed to by Contractor, the State will either: (a) issue a notice authorizing Contractor to resume work, or (b) terminate the Contract or delivery order. The State will not pay for Contract Activities, Contractor's lost profits, or any additional compensation during a stop work period.
- 28. Termination for Cause.** The State may terminate this Contract for cause, in whole or in part, if Contractor, as determined by the State: (a) endangers the value, integrity, or security of any location, data, or personnel; (b) becomes insolvent, petitions for bankruptcy court proceedings, or has an involuntary bankruptcy proceeding filed against it by any creditor; (c) engages in any conduct that may expose the State to liability; (d) breaches any of its material duties or obligations; or (e) fails to cure a

breach within the time stated in a notice of breach. Any reference to specific breaches being material breaches within this Contract will not be construed to mean that other breaches are not material.

If the State terminates this Contract under this Section, the State will issue a termination notice specifying whether Contractor must: (a) cease performance immediately, or (b) continue to perform for a specified period. If it is later determined that Contractor was not in breach of the Contract, the termination will be deemed to have been a Termination for Convenience, effective as of the same date, and the rights and obligations of the parties will be limited to those provided in Section 24, Termination for Convenience.

The State will only pay for amounts due to Contractor for Contract Activities accepted by the State on or before the date of termination, subject to the State's right to set off any amounts owed by the Contractor for the State's reasonable costs in terminating this Contract. The Contractor must pay all reasonable costs incurred by the State in terminating this Contract for cause, including administrative costs, attorneys' fees, court costs, transition costs, and any costs the State incurs to procure the Contract Activities from other sources.

- 29. Termination for Convenience.** The State may immediately terminate this Contract in whole or in part without penalty and for any reason, including but not limited to, appropriation or budget shortfalls. The termination notice will specify whether Contractor must: (a) cease performance of the Contract Activities immediately, or (b) continue to perform the Contract Activities in accordance with **Section 31**, Transition Responsibilities. If the State terminates this Contract for convenience, the State will pay all reasonable costs, as determined by the State, for State approved Transition Responsibilities.
- 30. Effect of Termination.** Upon and after the termination or expiration of this Contract or one or more Statements of Work for any or no reason: (a) Contractor will be obligated to perform all Transition Responsibilities specified in **Section 31**; (b) all licenses granted to Contractor in State Data will immediately and automatically also terminate. Contractor must promptly return to the State all State Data not required by Contractor for its Transition Responsibilities, if any; (c) Contractor will: (i) return to the State all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the State's Confidential Information; (ii) permanently erase the State's Confidential Information from its computer systems; and (iii) certify in writing to the State that it has complied with the requirements of this **Section 30** in each case to the extent such materials are not required by Contractor for Transition Responsibilities, if any.
- 31. Transition Responsibilities.** Upon termination or expiration of this Contract for any reason, Contractor must, for a period of time specified by the State (not to exceed **6** months), provide all reasonable transition assistance requested by the State, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to the State or its designees. Such transition assistance may include, but is

not limited to: (a) continuing to perform the Contract Activities at the established Contract rates; (b) taking all reasonable and necessary measures to transition performance of the work, including all applicable Contract Activities, training, equipment, software, leases, reports and other documentation, to the State or the State's designee; (c) taking all necessary and appropriate steps, or such other action as the State may direct, to preserve, maintain, protect, or return to the State all materials, data, property, and confidential information provided directly or indirectly to Contractor by any entity, agent, vendor, or employee of the State; (d) transferring title in and delivering to the State, at the State's discretion, all completed or partially completed deliverables prepared under this Contract as of the Contract termination date; and (e) preparing an accurate accounting from which the State and Contractor may reconcile all outstanding accounts (collectively, "**Transition Responsibilities**"). This Contract will automatically be extended through the end of the transition period.

- 32. General Indemnification.** Contractor must defend, indemnify and hold the State, its departments, divisions, agencies, offices, commissions, officers, and employees harmless, without limitation, from and against any and all actions, claims, losses, liabilities, damages, costs, attorney fees, and expenses (including those required to establish the right to indemnification), arising out of or relating to: (a) any breach by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable) of any of the promises, agreements, representations, warranties, or insurance requirements contained in this Contract; (b) any infringement, misappropriation, or other violation of any intellectual property right or other right of any third party; (c) any bodily injury, death, or damage to real or tangible personal property occurring wholly or in part due to action or inaction by Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable); and (d) any acts or omissions of Contractor (or any of Contractor's employees, agents, subcontractors, or by anyone else for whose acts any of them may be liable).

The State will notify Contractor in writing if indemnification is sought; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced. Contractor must, to the satisfaction of the State, demonstrate its financial ability to carry out these obligations.

The State is entitled to: (i) regular updates on proceeding status; (ii) participate in the defense of the proceeding; (iii) employ its own counsel; and to (iv) retain control of the defense if the State deems necessary. Contractor will not, without the State's written consent (not to be unreasonably withheld), settle, compromise, or consent to the entry of any judgment in or otherwise seek to terminate any claim, action, or proceeding. To the extent that any State employee, official, or law may be involved or challenged, the State may, at its own expense, control the defense of that portion of the claim.

Any litigation activity on behalf of the State, or any of its subdivisions under this Section, must be coordinated with the Department of Attorney General. An attorney designated to represent the State may not do so until approved by the Michigan Attorney General and appointed as a Special Assistant Attorney General.

- 33. Infringement Remedies.** If, in either party's opinion, any piece of equipment, software, commodity, or service supplied by Contractor or its subcontractors, or its operation, use or reproduction, is likely to become the subject of a copyright, patent, trademark, or trade secret infringement claim, Contractor must, at its expense: (a) procure for the State the right to continue using the equipment, software, commodity, or service, or if this option is not reasonably available to Contractor, (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by the State with appropriate credits to the State against Contractor's charges and reimburse the State for any losses or costs incurred as a consequence of the State ceasing its use and returning it.
- 34. Limitation of Liability and Disclaimer of Damages.** THE STATE WILL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. IN NO EVENT WILL THE STATE'S AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE MAXIMUM AMOUNT OF FEES PAYABLE UNDER THIS CONTRACT.
- 35. Disclosure of Litigation, or Other Proceeding.** Contractor must notify the State within 14 calendar days of receiving notice of any litigation, investigation, arbitration, or other proceeding (collectively, "**Proceeding**") involving Contractor, a subcontractor, or an officer or director of Contractor or subcontractor, that arises during the term of the Contract, including: (a) a criminal Proceeding; (b) a parole or probation Proceeding; (c) a Proceeding under the Sarbanes-Oxley Act; (d) a civil Proceeding involving: (1) a claim that might reasonably be expected to adversely affect Contractor's viability or financial stability; or (2) a governmental or public entity's claim or written allegation of fraud; or (e) a Proceeding involving any license that Contractor is required to possess in order to perform under this Contract.
- 36. Reserved.**
- 37. State Data.**
- a. Ownership.** The State's data ("**State Data**," which will be treated by Contractor as Confidential Information) includes: (a) the State's data collected, used, processed, stored, or generated as the result of the Contract Activities; (b) personally identifiable information ("**PII**") collected, used, processed, stored, or generated as the result of the Contract Activities, including, without limitation, any information that identifies an individual, such as an individual's social security number or other government-issued identification number, date of birth, address, telephone number, biometric data, mother's maiden name, email address, credit card information, or an individual's name in combination with any other of the

elements here listed; and, (c) personal health information (“**PHI**”) collected, used, processed, stored, or generated as the result of the Contract Activities, which is defined under the Health Insurance Portability and Accountability Act (HIPAA) and its related rules and regulations. State Data is and will remain the sole and exclusive property of the State and all right, title, and interest in the same is reserved by the State. This Section survives the termination of this Contract.

- b. Contractor Use of State Data.** Contractor is provided a limited license to State Data for the sole and exclusive purpose of providing the Contract Activities, including a license to collect, process, store, generate, and display State Data only to the extent necessary in the provision of the Contract Activities. Contractor must: (a) keep and maintain State Data in strict confidence, using such degree of care as is appropriate and consistent with its obligations as further described in this Contract and applicable law to avoid unauthorized access, use, disclosure, or loss; (b) use and disclose State Data solely and exclusively for the purpose of providing the Contract Activities, such use and disclosure being in accordance with this Contract, any applicable Statement of Work, and applicable law; and (c) not use, sell, rent, transfer, distribute, or otherwise disclose or make available State Data for Contractor’s own purposes or for the benefit of anyone other than the State without the State’s prior written consent. This Section survives the termination of this Contract.
- c. Extraction of State Data.** Contractor must, within five (5) business days of the State’s request, provide the State, without charge and without any conditions or contingencies whatsoever (including but not limited to the payment of any fees due to Contractor), an extract of the State Data in the format specified by the State.
- d. Backup and Recovery of State Data.** Unless otherwise specified in Schedule A, Contractor is responsible for maintaining a backup of State Data and for an orderly and timely recovery of such data. Unless otherwise described in Schedule A, Contractor must maintain a contemporaneous backup of State Data that can be recovered within two (2) hours at any point in time.
- e. Loss or Compromise of Data.** In the event of any act, error or omission, negligence, misconduct, or breach on the part of Contractor that compromises or is suspected to compromise the security, confidentiality, or integrity of State Data or the physical, technical, administrative, or organizational safeguards put in place by Contractor that relate to the protection of the security, confidentiality, or integrity of State Data, Contractor must, as applicable: (a) notify the State as soon as practicable but no later than twenty-four (24) hours of becoming aware of such occurrence; (b) cooperate with the State in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by the State; (c) in the case of PII or PHI, at the State’s sole election, (i) with approval and assistance from the State, notify the affected individuals who comprise the PII or PHI as soon as practicable but no later than is required to comply with applicable law, or, in the absence of any legally required notification period, within

five (5) calendar days of the occurrence; or (ii) reimburse the State for any costs in notifying the affected individuals; (d) in the case of PII, provide third-party credit and identity monitoring services to each of the affected individuals who comprise the PII for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twenty-four (24) months following the date of notification to such individuals; (e) perform or take any other actions required to comply with applicable law as a result of the occurrence; (f) pay for any costs associated with the occurrence, including but not limited to any costs incurred by the State in investigating and resolving the occurrence, including reasonable attorney's fees associated with such investigation and resolution; (g) without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State in connection with the occurrence; (h) be responsible for recreating lost State Data in the manner and on the schedule set by the State without charge to the State; and (i) provide to the State a detailed plan within ten (10) calendar days of the occurrence describing the measures Contractor will undertake to prevent a future occurrence. Notification to affected individuals, as described above, must comply with applicable law, be written in plain language, not be tangentially used for any solicitation purposes, and contain, at a minimum: name and contact information of Contractor's representative; a description of the nature of the loss; a list of the types of data involved; the known or approximate date of the loss; how such loss may affect the affected individual; what steps Contractor has taken to protect the affected individual; what steps the affected individual can take to protect himself or herself; contact information for major credit card reporting agencies; and, information regarding the credit and identity monitoring services to be provided by Contractor. The State will have the option to review and approve any notification sent to affected individuals prior to its delivery. Notification to any other party, including but not limited to public media outlets, must be reviewed and approved by the State in writing prior to its dissemination. The parties agree that any damages relating to a breach of this **Section 37** are to be considered direct damages and not consequential damages. This section survives termination or expiration of this Contract.

- f. **State's Governance, Risk and Compliance (GRC) platform.** Contractor is required to assist the State with its security accreditation process through the development, completion and ongoing updating of a system security plan using the State's automated GRC platform and implement any required safeguards or remediate any security vulnerabilities as identified by the results of the security accreditation process.

38. Non-Disclosure of Confidential Information. The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties. The provisions of this Section survive the termination of this Contract.

- a. Meaning of Confidential Information.** For the purposes of this Contract, the term “**Confidential Information**” means all information and documentation of a party that: (a) has been marked “confidential” or with words of similar meaning, at the time of disclosure by such party; (b) if disclosed orally or not marked “confidential” or with words of similar meaning, was subsequently summarized in writing by the disclosing party and marked “confidential” or with words of similar meaning; and, (c) should reasonably be recognized as confidential information of the disclosing party. The term “Confidential Information” does not include any information or documentation that was: (a) subject to disclosure under the Michigan Freedom of Information Act (FOIA); (b) already in the possession of the receiving party without an obligation of confidentiality; (c) developed independently by the receiving party, as demonstrated by the receiving party, without violating the disclosing party’s proprietary rights; (d) obtained from a source other than the disclosing party without an obligation of confidentiality; or, (e) publicly available when received, or thereafter became publicly available (other than through any unauthorized disclosure by, through, or on behalf of, the receiving party). For purposes of this Contract, in all cases and for all matters, State Data is deemed to be Confidential Information.
- b. Obligation of Confidentiality.** The parties agree to hold all Confidential Information in strict confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors of a party who have a need to know in connection with this Contract or to use such Confidential Information for any purposes whatsoever other than the performance of this Contract. The parties agree to advise and require their respective employees, agents, and subcontractors of their obligations to keep all Confidential Information confidential. Disclosure to a subcontractor is permissible where: (a) use of a subcontractor is authorized under this Contract; (b) the disclosure is necessary or otherwise naturally occurs in connection with work that is within the subcontractor's responsibilities; and (c) Contractor obligates the subcontractor in a written contract to maintain the State's Confidential Information in confidence. At the State's request, any employee of Contractor or any subcontractor may be required to execute a separate agreement to be bound by the provisions of this Section.
- c. Cooperation to Prevent Disclosure of Confidential Information.** Each party must use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the foregoing, each party must advise the other party immediately in the event either party learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Contract and each party will cooperate with the other party in seeking injunctive or other equitable relief against any such person.
- d. Remedies for Breach of Obligation of Confidentiality.** Each party acknowledges that breach of its obligation of confidentiality may give rise to

irreparable injury to the other party, which damage may be inadequately compensable in the form of monetary damages. Accordingly, a party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available, to include, in the case of the State, at the sole election of the State, the immediate termination, without liability to the State, of this Contract or any Statement of Work corresponding to the breach or threatened breach.

- e. **Surrender of Confidential Information upon Termination.** Upon termination of this Contract or a Statement of Work, in whole or in part, each party must, within 5 calendar days from the date of termination, return to the other party any and all Confidential Information received from the other party, or created or received by a party on behalf of the other party, which are in such party's possession, custody, or control; provided, however, that Contractor must return State Data to the State following the timeframe and procedure described further in this Contract. Should Contractor or the State determine that the return of any Confidential Information is not feasible, such party must destroy the Confidential Information and must certify the same in writing within 5 calendar days from the date of termination to the other party. However, the State's legal ability to destroy Contractor data may be restricted by its retention and disposal schedule, in which case Contractor's Confidential Information will be destroyed after the retention period expires.

39. Data Privacy and Information Security.

- a. **Undertaking by Contractor.** Without limiting Contractor's obligation of confidentiality as further described, Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to: (a) ensure the security and confidentiality of the State Data; (b) protect against any anticipated threats or hazards to the security or integrity of the State Data; (c) protect against unauthorized disclosure, access to, or use of the State Data; (d) ensure the proper disposal of State Data; and (e) ensure that all employees, agents, and subcontractors of Contractor, if any, comply with all of the foregoing. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable State IT policies and standards, which are available to Contractor upon request.
- b. **Audit by Contractor.** No less than annually, Contractor must conduct a comprehensive independent third-party audit of its data privacy and information security program and provide such audit findings to the State.
- c. **Right of Audit by the State.** Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Contract Activities and from time to time during the term of this Contract. During the providing of the Contract Activities, on an ongoing basis from time to time and without notice, the State, at its own expense, is entitled to perform, or to have performed, an on-site audit of

Contractor's data privacy and information security program. In lieu of an on-site audit, upon request by the State, Contractor agrees to complete, within 45 calendar days of receipt, an audit questionnaire provided by the State regarding Contractor's data privacy and information security program.

- d. **Audit Findings.** Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.
- e. **State's Right to Termination for Deficiencies.** The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this Section.

40. **Reserved.**

41. **Reserved.**

42. **Records Maintenance, Inspection, Examination, and Audit.** The State or its designee may audit Contractor to verify compliance with this Contract. Contractor must retain and provide to the State or its designee and the auditor general upon request, all financial and accounting records related to the Contract through the term of the Contract and for 4 years after the latter of termination, expiration, or final payment under this Contract or any extension ("**Audit Period**"). If an audit, litigation, or other action involving the records is initiated before the end of the Audit Period, Contractor must retain the records until all issues are resolved.

Within 10 calendar days of providing notice, the State and its authorized representatives or designees have the right to enter and inspect Contractor's premises or any other places where Contract Activities are being performed, and examine, copy, and audit all records related to this Contract. Contractor must cooperate and provide reasonable assistance. If any financial errors are revealed, the amount in error must be reflected as a credit or debit on subsequent invoices until the amount is paid or refunded. Any remaining balance at the end of the Contract must be paid or refunded within 45 calendar days.

This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

43. **Warranties and Representations.** Contractor represents and warrants: (a) Contractor is the owner or licensee of any Contract Activities that it licenses, sells, or develops and Contractor has the rights necessary to convey title, ownership rights, or licensed use; (b) all Contract Activities are delivered free from any security interest, lien, or encumbrance and will continue in that respect; (c) the Contract Activities will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party; (d) Contractor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Contract Activities; (e) the Contract Activities are merchantable and fit for the specific purposes identified in the Contract; (f) the Contract signatory has the authority to enter into this Contract; (g) all

information furnished by Contractor in connection with the Contract fairly and accurately represents Contractor's business, properties, finances, and operations as of the dates covered by the information, and Contractor will inform the State of any material adverse changes;(h) all information furnished and representations made in connection with the award of this Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading; and that (i) Contractor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with a strategic partner as described in 22 USC 8601 to 8606. A breach of this Section is considered a material breach of this Contract, which entitles the State to terminate this Contract under **Section 28**, Termination for Cause. If Contract Activities includes purchase, use, or access to software, Contractor must agree to additional Warranties and Representations found in **Schedules B or D** of this Contract, as applicable.

44. Conflicts and Ethics. Contractor will uphold high ethical standards and is prohibited from: (a) holding or acquiring an interest that would conflict with this Contract; (b) doing anything that creates an appearance of impropriety with respect to the award or performance of the Contract; (c) attempting to influence or appearing to influence any State employee by the direct or indirect offer of anything of value; or (d) paying or agreeing to pay any person, other than employees and consultants working for Contractor, any consideration contingent upon the award of the Contract. Contractor must immediately notify the State of any violation or potential violation of these standards. This Section applies to Contractor, any parent, affiliate, or subsidiary organization of Contractor, and any subcontractor that performs Contract Activities in connection with this Contract.

45. Compliance with Laws. Contractor must comply with all federal, state and local laws, rules and regulations.

46. Accessibility Requirements.

- a. All Software provided by Contractor under this Contract, including associated content and documentation, must conform to WCAG 2.0 Level AA. Contractor must provide a description of conformance with WCAG 2.0 Level AA specifications by providing a completed PAT for each product provided under the Contract. At a minimum, Contractor must comply with the WCAG 2.0 Level AA conformance claims it made to the State, including the level of conformance provided in any PAT. Throughout the Term of the Contract, Contractor must:
 - i. Maintain compliance with WCAG 2.0 Level AA and meet or exceed the level of conformance provided in its written materials, including the level of conformance provided in each PAT;
 - ii. Comply with plans and timelines approved by the State to achieve conformance in the event of any deficiencies;
 - iii. Ensure that no Maintenance Release, New Version, update or patch, when properly installed in accordance with this Contract, will have any adverse effect on the conformance of Contractor's Software to WCAG 2.0 Level AA;

- iv. Promptly respond to and resolve any complaint the State receives regarding accessibility of Contractor's Software;
 - v. Upon the State's written request, provide evidence of compliance with this Section by delivering to the State Contractor's most current PAT for each product provided under the Contract; and
 - vi. Participate in the State of Michigan Digital Standards Review described below.
- b. State of Michigan Digital Standards Review.** Contractor must assist the State, at no additional cost, with development, completion, and on-going maintenance of an accessibility plan, which requires Contractor, upon request from the State, to submit evidence to the State to validate Contractor's accessibility and compliance with WCAG 2.0 Level AA. Prior to the solution going-live and thereafter on an annual basis, or as otherwise required by the State, re-assessment of accessibility may be required. At no additional cost, Contractor must remediate all issues identified from any assessment of accessibility pursuant to plans and timelines that are approved in writing by the State.
- c. Warranty.** Contractor warrants that all WCAG 2.0 Level AA conformance claims made by Contractor pursuant to this Contract, including all information provided in any PAT Contractor provides to the State, are true and correct. If the State determines such conformance claims provided by the Contractor represent a higher level of conformance than what is actually provided to the State, Contractor will, at its sole cost and expense, promptly remediate its Software to align with Contractor's stated WCAG 2.0 Level AA conformance claims in accordance with plans and timelines that are approved in writing by the State. If Contractor is unable to resolve such issues in a manner acceptable to the State, in addition to all other remedies available to the State, the State may terminate this Contract for cause under **Section 28**.
- d.** Contractor must, without limiting Contractor's obligations of indemnification as further described in this Contract, indemnify, defend, and hold harmless the State for any and all claims, including reasonable attorney's fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the State arising out of its failure to comply with the foregoing accessibility standards.
- e.** Failure to comply with the requirements in this Section will constitute a material breach of this Contract.
- 47. HIPAA Compliance.** The State and Contractor must comply with all obligations under HIPAA and its accompanying regulations, including but not limited to entering into a business associate agreement, if reasonably necessary to keep the State and Contractor in compliance with HIPAA.
- 48. Reserved.**
- 49. Reserved.**

- 50. Nondiscrimination.** Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and [Executive Directive 2019-09](#). Contractor and its subcontractors agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex (as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of this Contract.
- 51. Unfair Labor Practice.** Under MCL 423.324, the State may void any Contract with a Contractor or subcontractor who appears on the Unfair Labor Practice register compiled under MCL 423.322.
- 52. Governing Law.** This Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of this Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from this Contract must be resolved in Michigan Court of Claims. Contractor consents to venue in Ingham County, and waives any objections, such as lack of personal jurisdiction or *forum non conveniens*. Contractor must appoint agents in Michigan to receive service of process.
- 53. Non-Exclusivity.** Nothing contained in this Contract is intended nor will be construed as creating any requirements contract with Contractor. This Contract does not restrict the State or its agencies from acquiring similar, equal, or like Contract Activities from other sources.
- 54. Force Majeure.** Neither party will be in breach of this Contract because of any failure arising from any disaster or acts of god that are beyond their control and without their fault or negligence. Each party will use commercially reasonable efforts to resume performance. Contractor will not be relieved of a breach or delay caused by its subcontractors. If immediate performance is necessary to ensure public health and safety, the State may immediately contract with a third party.
- 55. Dispute Resolution.** The parties will endeavor to resolve any Contract dispute in accordance with this provision. The dispute will be referred to the parties' respective Contract Administrators or Program Managers. Such referral must include a description of the issues and all supporting documentation. The parties must submit the dispute to a senior executive if unable to resolve the dispute within 15 business days. The parties will continue performing while a dispute is being resolved, unless the dispute precludes performance. A dispute involving payment does not preclude performance.

Litigation to resolve the dispute will not be instituted until after the dispute has been elevated to the parties' senior executive and either concludes that resolution is unlikely or fails to respond within 15 business days. The parties are not prohibited from instituting formal proceedings: (a) to avoid the expiration of statute of limitations period; (b) to preserve a superior position with respect to creditors; or (c) where a

party makes a determination that a temporary restraining order or other injunctive relief is the only adequate remedy. This Section does not limit the State's right to terminate the Contract.

- 56. Media Releases.** News releases (including promotional literature and commercial advertisements) pertaining to the Contract or project to which it relates must not be made without prior written State approval, and then only in accordance.
- 57. Website Incorporation.** The State is not bound by any content on Contractor's website unless expressly incorporated directly into this Contract.
- 58. Schedules.** All Schedules and Exhibits that are referenced herein and attached hereto are hereby incorporated by reference. The following Schedules are attached hereto and incorporated herein:

Name	Description
Schedule A	Statement of Work
Schedule B	Pricing
Schedule C	RESERVED
Schedule D	RESERVED
Schedule E	Contractor Hosted Software and Services
Exhibit 1 to Schedule E	RESERVED
Exhibit 2 to Schedule E	RESERVED
Schedule F	Data Security Requirements
Exhibit 1 to Schedule F	Contractor's Disaster Recovery Plan
Schedule G	RESERVED
Schedule H	RESERVED
Schedule I	RESERVED
Schedule J	RESERVED
Schedule K	File Layouts
Schedule L	RESERVED

Schedule M	RESERVED
Schedule N	Subcontractor Table

- 59. Entire Agreement and Order of Precedence.** This Contract, which includes Schedule A – Statement of Work, and schedules and exhibits which are hereby expressly incorporated, is the entire agreement of the parties related to the Contract Activities. This Contract supersedes and replaces all previous understandings and agreements between the parties for the Contract Activities. If there is a conflict between documents, the order of precedence is: (a) first, this Contract, excluding its schedules, exhibits, and Schedule A – Statement of Work; (b) second, Schedule A – Statement of Work as of the Effective Date; and (c) third, schedules expressly incorporated into this Contract as of the Effective Date. NO TERMS ON CONTRACTOR'S INVOICES, ORDERING DOCUMENTS, WEBSITE, BROWSE-WRAP, SHRINK-WRAP, CLICK-WRAP, CLICK-THROUGH OR OTHER NON-NEGOTIATED TERMS AND CONDITIONS PROVIDED WITH ANY OF THE CONTRACT ACTIVITIES WILL CONSTITUTE A PART OR AMENDMENT OF THIS CONTRACT OR IS BINDING ON THE STATE FOR ANY PURPOSE. ALL SUCH OTHER TERMS AND CONDITIONS HAVE NO FORCE AND EFFECT AND ARE DEEMED REJECTED BY THE STATE, EVEN IF ACCESS TO OR USE OF THE CONTRACT ACTIVITIES REQUIRES AFFIRMATIVE ACCEPTANCE OF SUCH TERMS AND CONDITIONS.
- 60. Severability.** If any part of this Contract is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted from this Contract and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract will continue in full force and effect.
- 61. Waiver.** Failure to enforce any provision of this Contract will not constitute a waiver.
- 62. Survival.** The provisions of this Contract that impose continuing obligations, including warranties and representations, termination, transition, insurance coverage, indemnification, and confidentiality, will survive the expiration or termination of this Contract.
- 63. Contract Modification.** This Contract may not be amended except by signed agreement between the parties (a "**Contract Change Notice**"). Notwithstanding the foregoing, no subsequent Statement of Work or Contract Change Notice executed after the Effective Date will be construed to amend this Contract unless it specifically states its intent to do so and cites the section or sections amended.

SCHEDULE A – STATEMENT OF WORK

CONTRACT ACTIVITIES

Contract No. 210000001550

Voluntary Benefits Administration Services

BACKGROUND

The Michigan Civil Service Commission (MCSC), Employee Benefits Division (EBD), administers benefits for eligible State employees, retirees, and their dependents. MCSC, EBD serves as the Plan Sponsor for this Contract. The Voluntary Benefits Program provides optional insurance and service-related coverage for eligible employees, retirees, and their dependents who would like to expand their benefits. Voluntary benefit plan offerings include:

- Accident Insurance
- Accidental Death & Dismemberment (AD&D) Insurance
- Auto & Home Insurance
- Critical Illness Insurance
- Discount Plan
- Identify Theft Protection Plan
- Legal Plan
- Long-Term Care Insurance
- Supplemental Term Life Insurance
- Universal Life Insurance

A majority of the member population resides in Michigan with a portion residing in other states across the nation. The Plan Sponsor may deem additional employee or retiree groups eligible for some or all of the voluntary benefit plans in the future (e.g., the Michigan Public School Employees Retirement System (MPERS), Legislative Retirement System (LRS), etc.).

SCOPE

This is a Contract for the management and administration of the Voluntary Benefits Program (the Program). The Contractor serves as the State's exclusive broker/agent for all voluntary benefit plans listed above in the Background section. The Contractor must manage, administer and/or oversee the administration of all plans offered through the Program. The selected Contractor will be responsible for enrollment, communications and servicing all policies, as well as the identification and recommendations to the State for additional products to be offered in the future. The Contractor is responsible for all staffing, systems, and procedures required to perform the voluntary benefit plan services.

This is an Administrative Services Only (ASO) contract, however no administrative fee will be paid by the State to Contractor. The Program is sponsored by the State, however all premiums are paid entirely by the participants and enrollment is entirely voluntary.

No costs, other than the cost of performing payroll/pension deductions and certain program oversight functions, are borne by the State.

The Contract effective date and services start date is March 1, 2022, with the initial voluntary benefits open enrollment period to be agreed upon between the State and Contractor.

1. Requirements

1.1 General Requirements

1.1.1 Reserved.

1.1.2 Contractor must serve as broker for all subcontractor's offering voluntary benefit plans, so there will not be more than one contract between the State and the Contractor (and no direct contract between the State and any subcontractor); the Contractor must manage those relationships and contracts between them and subcontractor(s) offering each plan.

1.1.3 Contractor must offer a minimum of bi-weekly payroll deductions, monthly pension deductions and direct-pay billing options to participants.

1.1.4 Contractor must offer an exceptional customer service team, dedicated phone numbers (one for State employees and one for State retirees) and dedicated email box for current and potential participants to utilize for assistance.

1.1.5 Contractor must maintain a high level of participant satisfaction with the Program.

The Contractor must provide participant satisfaction surveys at the end of each call or email when employees or retirees contact the Benefits for Life (BFL) Call Center. The results from the surveys are evaluated monthly by the account management (AM) team to ensure a high level of satisfaction is maintained. Results are shared with the Plan Sponsor on a quarterly basis.

The Contractor's AM team makes every effort to ensure a high level of satisfaction including 24-hour response time and working towards resolution on any escalation received from the BFL Call Center, subcontractor carriers, or the State. All escalations are worked until the participant is satisfied with the outcome.

Throughout the year, the Contractor AM team and the subcontractor carriers consistently work to ensure all communications, programs, systems, and files are tested, audited, and reviewed to ensure the highest level of service at all times.

Various methods are used to ensure client satisfaction throughout the year including (but not limited to) the following:

- Prior to the annual voluntary benefits open enrollment period, the Contractor begins planning at least 3 months prior to the start to ensure a successful enrollment. During this time communications are created, reviewed, audited, and sent to the Plan Sponsor for review and approval before dissemination to ensure satisfaction through clear and concise educational materials, notification of enrollment, and any changes to the plans.
- Prior to and during the annual voluntary benefits open enrollment, carrier files are tested and audited when they are loaded into the enrollment platform to ensure employees see the most up-to-date and correct data from each subcontractor carrier. Each employee will be able to see exactly what they are enrolled in at the time of logging into the platform due to this measure.
- The enrollment platform is thoroughly tested by the Contractor and provided to the Plan Sponsor for review and approval before enrollment begins to ensure the enrollment process is easy to perform and understand. It also ensures information is appearing accurately for each employee and the process can be fully performed.
- Post voluntary benefits open enrollment, all elections are audited by the Contractor once they are loaded into their respective carrier systems. The enrollment files are audited again once they are consolidated into a single file before it is sent to the Plan Sponsor. This is done to ensure that all elections are captured correctly.
- Throughout the year Contractor holds each subcontractor carrier to high performance standards to ensure satisfaction. Each subcontractor carrier must report SLAs, performance guarantees and metrics to the Contractor quarterly and annually. All subcontractor carriers are held to tailored and specific metrics that must be met quarterly and annually Metrics and performance guarantees must include at a minimum, eligibility, claims data, claims processing, service levels, member satisfaction and file processing. The Contractor must hold each of their subcontractor carriers accountable for reporting timelines, reporting data, and performance guarantees.

1.1.6 Contractor must provide services that meet or exceed current industry standards in the administration of eligibility, claims processing, member servicing, and review and administration of grievances and appeals.

1.1.7 ID Theft Protection plan carrier/ subcontractor must have a current BBB rating of no less than A. All other voluntary benefit plan carriers/ subcontractors must have a current A.M. Best rating of no less than A- and an A.M. Best Financial Category Size of at least VII (\$50 million) for the Legal Plan and at least an A.M. Best Financial Category Size IX (\$250 million - \$500 million) for all other carriers/subcontractors.

- 1.1.8** Contractor must partner with Plan Sponsor to effectively manage the Program and ensure the future success and ability of the Program to continuously offer competitive voluntary benefit plans and coverage.
 - 1.1.8.1** Contractor must provide all administrative functions related to vetting, securing, and managing carriers/subcontractors.
 - 1.1.8.2** Contractor must have established methods used to identify the value of current and proposed additional Program plans for consideration by the State and make recommendations to the State for multiple carrier options.

Contractor must consistently evaluate emerging trends and benefit design/redesign for the Program. Contractor must maintain respected partnerships with trusted subcontractor carriers who hold the highest A.M. Best Solvency and BBB ratings (measured on a quarterly basis) and only recommends the very best carriers, plans, services, and policies to the Plan Sponsor.

Throughout the year, the Contractor must maintain consistent communication with the Plan Sponsor to stay up-to-date with current employee/retiree core benefit plans and make recommendations based on how adding a voluntary benefit could supplement current core plans by providing additional or richer benefits, support and assistance to the employees & retirees. The Contractor's AM team must conduct market research based off of requests and referrals from the Plan Sponsor.

Once the Contractor's AM team identifies a potential need for a benefit, the Contractor researches the market for the highest rated subcontractor carriers and conducts an RFP process. The Contractor will present the top recommended subcontractor carrier proposals to the Plan Sponsor. A prospect meeting will follow to thoroughly review each plan and proposal. Once a plan is approved by the Plan Sponsor, the Contractor begins work to implement the new plan(s) based off of the Plan Sponsor's approved timeline.

- 1.1.8.3** Contractor must review and consider carrier options based on referrals from Plan Sponsor.
- 1.1.9** Contractor must be able to use a State-defined unique participant identifier in all participant specific reporting, correspondence, web access identification, and file transmissions upon the Plan Sponsor's request.
- 1.1.10** The Contractor must proactively alert (and upon request) provide the Plan Sponsor with notice of regulation changes and expert guidance and interpretations of Federal and State regulations and laws that may impact any of the State's voluntary benefit program plan offerings.

- 1.1.11** Contract must ensure that all voluntary benefit carriers (Contractor and subcontractors) are meeting Contract requirements and Contractor must attest to this compliance no less than annually to the Plan Sponsor.

1.2. Plan Design

- 1.2.1** The Contractor must administer the following 10 plans:

- 1) Accident Insurance
- 2) Accidental Death and Dismemberment Insurance
- 3) Group Auto & Home Insurance
- 4) Critical Illness
- 5) Discount Plan
- 6) Identity Theft Protection Plan
- 7) Legal Plan
- 8) Long-Term Care Insurance
- 9) Supplemental Term Life Insurance
- 10) Universal Life Insurance

- 1.2.2** Reserved.

- 1.2.3** The Program is a bargained benefit and is subject to change throughout the duration of this contract, depending upon the results of future collective bargaining agreements. Historically, non-bargaining unit employees have received the same benefits as bargaining unit employees, but this is not guaranteed. Retiree benefits are also subject to change and vary from State employee offerings.

- 1.2.3.1** The Contractor must be able to administer multiple plan designs based on the requirements set forth by Plan Sponsor as outlined in the [Voluntary Benefits Program Plan Design](#).

- 1.2.3.2** The Contractor must implement plan changes as requested by the Plan Sponsor or as required to comply with changes in law or regulation in a mutually agreed time frame, at no cost to the Plan Sponsor.

- 1.2.4** Participants must have a Guarantee Issue (GI) for Supplemental Term Life Insurance, Critical Illness Insurance, Universal Life Insurance and Accident Insurance coverage every year of at least the minimums as outlined in the [Voluntary Benefits Program Plan Design](#).

- 1.2.5** All voluntary benefit plans* that participants pay a premium for must be portable at the same or lower premium rates. Contractor must offer at a minimum the same portability as outlined in the [Voluntary Benefits Program Plan Design](#).

*Exceptions: Supplemental Term Life Insurance rates must be portable at the same or lower premium amount as long as the coverage remains the same at the time of porting the plan; it would be expected that the typical age-band increases continue to apply to ported coverage. Also, auto and home insurance rates are expected to increase due to the group discounts no longer applying once coverage is ported.

- 1.2.6** The Contractor is responsible for ensuring payroll and pension deductions (which include MPSERS and LRS populations) continue for current Group Long-Term Care Insurance enrollees. Group LTCI coverage is not accepting new enrollees. Individual LTCI coverage is not accepting new retiree enrollees but is accepting active employee enrollees, so Contractor must partner with subcontractor carrier to provide new enrollment offerings to employees.

The Contractor must maintain the current partnership with both subcontractor carriers and must utilize the existing file process for both employees and retirees for the Group LTC plan.

The Contractor must offer the current Individual LTC plan and enrollment methods for active employees with reduced underwriting for all new hires and full underwriting year-round for all other employees. Enrollment will be performed directly through Individual LTC subcontractor carrier by employees visiting a customer URL to receive further info or receive a quote and enroll in the plan. The Contractor will maintain the current relationship with Individual LTC subcontractor carrier to maintain any current retiree plans.

- 1.2.7** Critical Illness Insurance must be an individual worksite style plan.

1.3. Claims Processing

- 1.3.1** The Contractor must maintain confidentiality of all data collected by the Contractor, according to all applicable laws, rules, and regulations.
- 1.3.2** No State input shall be required for voluntary benefit plan claim submission or processing. All claims must be filed directly with Contractor or the voluntary benefits subcontractors carriers.

Voluntary benefit plans are considered to be true worksite voluntary plans, in which the subcontractor carriers maintain plan and claim administration without any assistance from the Plan Sponsor.

Policyholders have several options to submit claims with all subcontractor carriers. This can be done by calling the direct Benefits for Life Call Center and pressing the corresponding option to file a claim directly with the carrier, or each subcontractor carrier also maintains websites that claims can be filed through.

The Contractor must maintain all existing claims processes.

- 1.3.3** The Contractor must have processes in place to detect fraud and abuse. Detected fraud or abuse must be reported to the Plan Sponsor immediately and remedied promptly. Any intended remedy that would have an impact on Plan Sponsor's members requires Plan Sponsor approval.

Contractor's Process:

In all instances of fraud that have been escalated to the highest level within Contractor's organization or each individual subcontractor carrier, there are specific processes and plans put in place to mitigate and/or remedy the fraudulent activity. The Contractor and all subcontractor carriers will work through various levels of escalation and reporting including but not limited to NICB (National Insurance Crime Bureau) and State Government(s) following State Laws and reporting requirements for all fraud and abuse cases that apply. The Contractor and all subcontractor carriers will work closely with the various underwriting departments in instances of fraud or abuse to ensure cases are addressed immediately and acted upon within the guidelines of the State. The Contractor AM Team will notify or involve the Plan Sponsor in cases of fraud.

- 1.3.4** The Contractor (and subcontractors) must have procedures for handling overpayments and recoveries in place. Any procedures impacting voluntary benefit plan participants must be mutually agreed upon between Plan Sponsor, Contractor, and subcontract carriers (when applicable).
- 1.3.5** Data collected on behalf of the State is not to be distributed to any party without the written consent of the State and is not to be used by the Contractor or subcontractor carriers for any purposes without express, written approval by the Plan Sponsor. **See also, Standard Contract Terms, Section 30.**

1.4 Network Management

- 1.4.1** The Contractor must provide a network of voluntary benefit plan providers (subcontractors) in areas where State employees and retirees reside.
- 1.4.2** It is the Plan Sponsor's discretion to change Program plan offerings and/or require the changing of subcontractor carriers at any time.

The Contractor must change Program plan carriers/subcontractors within 6 months after notice from the Plan Sponsor. The Contractor may

request additional transitional time subject to the Plan Sponsor's approval.

The Contractor must assure the transition is seamless and the proper communication to participants occurs.

In the event of a change in subcontractor carrier, Contractor AM team must notify the subcontractor carrier so that they can begin the transition out process on their end. The Contractor will conduct market research and RFP process and select the most respected and highest rated alternative subcontractor carriers for review. The Contractor must hold a prospect meeting with the Plan Sponsor to review the proposed plans and subcontractor carriers. Within the meeting, the Contractor presents comparison charts to call out any differences in plans and/or rates and thoroughly reviews all aspects of each proposal. Upon selection of the new subcontractor carrier, the Contractor must begin the transition out/transition in process with the former and new carriers, which begins about three months prior to the transition effective date.

The new carrier (excluding Universal Life Insurance and Long-Term Care Insurance) assumes responsibility for all current plans/policies, unless the policyholder indicates that they would like to terminate coverage or port their plan with the former carrier. The policyholders have the option of making this determination at the transition. The Contractor recommends the transition to the new subcontractor carrier to occur during the annual voluntary benefits open enrollment, however, timing is at the full discretion of the Plan Sponsor. Universal Life Insurance and Long-Term Care Insurance, all current policyholders have the opportunity to continue coverage with the same carrier on a direct pay basis, and a new carrier could not assume responsibility for current coverage.

Notice of change in carrier communications are created and provided to Plan Sponsor for approval, then sent via US mail to all current policyholders prior to the transition. The letter must explain that the policyholder does not need to do anything if they would like their plan to transition to the new carrier. Notices include explanation of the plan, carrier, and any premium changes, along with any plan differences. It must also contain instructions to port or terminate coverage and a statement that if they remain with the former carrier, any premiums would no longer be payroll or pension deducted, respectively.

The Contractor is responsible for ensuring that the former subcontractor carrier provides enrollment files to the new subcontractor carrier. The new subcontractor carrier must load these files into their system and the result must be audited by the Contractor to ensure there are no discrepancies. This listing is also used to send the notice of change in carriers to all policyholders.

The Contractor must work with the new subcontractor carrier to set-up deduction and remittance files for the file consolidation process. Contractor must ensure the new subcontractor carrier properly establishes the eligibility file process to ensure

they are loaded correctly on a weekly/monthly basis. The Contractor must also work with the State's payroll/file teams to set-up and test the change in subcontractor carrier, update deduction codes (if needed), and make any necessary changes to regular or voluntary benefit open enrollment files. A minimum of two test files are sent/received for the new subcontractor carrier until the file process is approved and moved into production.

The Contractor's AM team must develop new communication materials for year-round websites, rate sheets, enrollment platforms, regular mailers, subcontractor carrier claim sites, new hire materials, plan summary/policy/certificates, emails, and creates new video tutorial(s) at Contractor's expense. All materials must be sent to the Plan Sponsor for final review and approval prior to use.

As of the effective date, the new subcontractor carrier assumes all responsibility for existing policyholders (who did not port or term coverage), claims, and service. The Contractor must maintain a relationship with the former carrier in the event that any issues arise post transition out period, so they can be researched and resolved.

1.4.3 Reserved.

1.4.4 The Contractor must ensure Legal Plan network is expansive and all legal services are available to every enrolled individual.

1.4.4.1 The Contractor must have and use a valid process to credential, monitor, and re-credential Legal Plan network attorneys.

When a law firm applies to join the Legal Plan's network, the subcontractor carrier reviews the application to ensure that the firm meets stringent requirements including:

- a minimum of eight years' experience for the managing attorney,
- a fully staffed office,
- licensed attorney in the State in which the firm is located,
- no derogatory disciplinary or malpractice history, and
- a minimum malpractice insurance of \$100,000 per claim and \$300,000 aggregate.

Any newly added firm must participate in a training session with subcontractor carrier to understand how the plan works and to discuss how to work with and provide high quality legal services to all members.

The subcontractor carrier's Legal Panel Management Department actively manages the network of attorneys. The Department itself is managed by in-house attorneys, including the Director of Panel Operations and two Assistant Counsels. Each State has a dedicated Panel Representative who helps manage the day-to-day relationship with the attorneys in that State. The Panel Department actively and

continuously monitors the network on their responsiveness to members, commitment to clients, and professionalism.

The Panel Department handles and addresses any questions or concerns that a member may have while working with an attorney and also provides the attorney with any information or assistance they need to service members. If there are any issues with the service provided by network attorneys, the Panel Department works to help resolve those issues.

An attorney who does not meet the service expectations will be placed on hold and/or removed from the network. In addition to the day-to-day monitoring of the network, the subcontractor carrier also re-credentials each firm annually to verify that their malpractice insurance remains in force and to update information regarding the firm. Re-credentialing includes the same process that is used when a new attorney firm applies to join the network.

- 1.4.4.2** The Contractor must add attorneys to Legal Plan network to meet network access requirements upon the request of Plan Sponsor.

The application to join the Legal Plan network is available on subcontractor carrier's website. An attorney who is interested in joining the Legal Plan network or is recommended still must apply to the network and meet criteria for network participation. If the Plan Sponsor recommends an attorney, subcontractor carrier will contact the attorney and provide instructions to apply.

The Legal Plan subcontract carrier's Recruiting and Training Specialists monitor the network and recruit additional firms to help grow the network to provide members with the attorneys they need in the places that they need them. The Specialist works with the Panel Management Team, as well as Administration and Sales, to help meet the needs of members and improve and strengthen the network.

- 1.4.4.3** The Contractor must have a process in place to audit network attorneys for compliance with contractual terms and ensure the accurate administration of the Legal Plan.

1.5. Member Support

- 1.5.1** The Contractor must provide participant and Program plan carrier support for all plan administration issues including but not limited to issues involving claims, premiums, portability, direct pay arrangements, leaves of absence, participant questions and problem resolution. The State shall not be responsible for any plan administration issues.

The Contractor assumes full responsibility for plan administration as a whole.

The Contractor created the Benefits for Life (BFL) Call Center for all State employees and retirees to call and speak with benefit advocates regarding any of the plan offerings, claims, premiums, portability, leaves of absences, problem resolution, and all questions. When calling, employees and retirees may also press various phone options to be directed to any of the subcontractor carriers for further assistance. The BFL Call Center also monitors and responds to any inquiry received in the som_bfl@ajg.com mailbox from a state employee or retiree .

In all of these instances of contact, employee and retiree questions and issues must be fully addressed either with the BFL Call Center or directly with the subcontractor carriers. If an issue or question cannot be fully resolved on the first call, both the BFL Call Center and subcontractor carriers must respond to and be working to resolve the issue within 24 business hours.

If at any time there is an escalation that the BFL Call Center or subcontractor carrier cannot fully resolve, it will be escalated to the Contractor's AM team. Once escalated to the Contractor's AM team, the AM team assumes full responsibility for the issue and ensures it is responded to and working towards resolution within 1 business day from receipt. The Contractor's AM team remains in full contact with the individual until the member issue is fully resolved.

In the event that a member contacts the State for assistance with this Program, the Plan Sponsor's staff will email the Contractor's AM team directly. Upon receipt, the Contractor's AM researches the issue, responds to Plan Sponsor's staff and makes direct contact with member within 1 business day and then sends a final resolution explanation email to the Plan Sponsor.

All escalated issues from all sources are tracked on a quarterly basis and the Contractor's AM team reviews the issues for preventive correction and implements precautionary measures where applicable. The issue tracking is shared with the Plan Sponsor for review.

Subcontractor carriers also maintain their own websites for claims submittals and processing, where members have the option to log in and submit claims. Subcontractor carriers also maintain direct mail processes to reach out to any individual who departs the state or retirees with conversion and portability packets and information. Once an employee misses two premium deductions, subcontractor carriers have automated processes that send direct bills and portability/conversion packets to make arrangements in the event of any leaves of absence.

The Contractor has developed and must maintain website content for the Plan Sponsor's voluntary benefits webpages that explains leave of absence procedures for employees.

- 1.5.2** The Contractor must provide a Customer Service call center, where it will maintain staff fully trained and equipped to support the needs of the

Plan Sponsor's members. The call center must be in the United States of America, but the Plan Sponsor prefers that the call center be located in Michigan. The Customer Service call center must, at a minimum include:

- 1.5.2.1** A single front-end toll-free dedicated telephone number for State employees and a separate dedicated telephone number for State retirees with touch-tone routing (if necessary) for Customer Service staff to respond to eligible individual questions, requests, issue handling and resolution, inquiries on claims, complaints about carrier practices and services, and to handle enrollment related calls during Program voluntary benefits open enrollments and throughout the year.
- 1.5.2.2** A customer service system scalable to future demand if determined by Plan Sponsor.
- 1.5.2.3** An advanced telephone system that provides the Plan Sponsor with management tracking and reporting capabilities.
 - 1. Methods for logging calls, recording call data and content; it is highly preferred that the recorded call be attached to the customer account.
 - 2. Methods to report metrics, standards, and ad-hoc report generation.
 - 3. Methods to monitor calls for quality.
- 1.5.2.4** An interactive voice response (IVR) system with a user-friendly menu.
- 1.5.3** The Contractor must provide one (1) dedicated email address for eligible State employees and retirees to use for inquiries and customer service assistance. The Contractor shall monitor the customer service email inbox multiple times each business day to ensure response is provided within two (2) business day.
- 1.5.4** The Contractor must attempt to resolve Member's issues during the initial contact with the Member. For those issues not resolved immediately, Contractor must connect caller with subcontractor responsible for the plan(s) the participant is requesting assistance with. If subcontractor(s) is unable to resolve immediately, they must contact the participant back within one (1) business day with resolution of the outstanding issue(s) or inform the participant as to when resolution can be expected.
- 1.5.5** The Contractor must provide web-based support to the Plan Sponsor and its Members. This must be a Plan-specific website/portal dedicated

solely to the Plan Sponsor and Members. The web-based system must include, but not be limited to, having the ability to:

- 1.5.5.1** Provide Members access to designated electronic Plan-specific documents on the Contractor's Plan-specific website such as Program plan descriptions, summaries, certificates of insurance, and highlights.
- 1.5.5.2** Provide details of the services and functions that will be available to the Plan Sponsor and Members on the Internet and/or via mobile applications.
- 1.5.5.3** Provide eligibility, enrollment, and plan portability option information on the Contractor's Plan-specific website.
- 1.5.5.4** Provide links to tutorials (short videos) related to each specific voluntary benefit plan offered. The Contractor is responsible for the development and all cost associated with tutorials.
- 1.5.5.5** At a minimum, allow annual enrollment or changes to current enrollments through the Contractor or subcontractor's enrollment portal. Preferably new hires and eligible enrollees throughout the year will also have the ability to utilize this portal to complete enrollments and/or plan changes.
 - 1.5.5.5.1** Provide Voluntary Benefits Open Enrollment dates, enrollment website URL, and Contractor's Call Center phone number (call center phone number must be available year round).
- 1.5.6** The Contractor's customer service team must respond to Claims, Inquiries, questions, and problems regarding operations from the Plan Sponsor and/or members.
- 1.5.7** The Contractor's Customer Service team must log and manage all incoming and outgoing member calls and correspondence.

Contractor's Plan:

The Contractor's AM team maintains the Benefits for Life (BFL) Call Center. The Call Center has one number for active employees, another for retirees and an email address for members to utilize as points of contact. Contractor tracks, categorizes and manages all incoming and outgoing member calls and email correspondence. The Contractor's call center provides monthly variable reports that show date/time of call, call type, if the call was transferred, time spent on the call, if the call abandoned, and the abandonment rate. This variable report is produced for both the active population as well as the retiree population.

The Contractor's call center also produces a monthly Activity Report that shows call subjects, type of inquiry, origin of correspondence, call aging, and survey satisfaction scores. This report is produced for both the active employees and retirees on a monthly basis. Along with these two reports that show logged incoming and outgoing correspondence, The Contractor's AM team also produces an escalation report of all calls or emails managed and resolved by the Contractor's AM team. The escalations report can include issues that originated from calls or emails into the State, the BFL Call Center, the Contractor's AM team, or any of the subcontractor carriers. All reports are combined on a quarterly and annual basis and provided to the Plan Sponsor for review. The Contractor's AM team regularly reviews reports with the BFL Call Center management, and together identify areas of improvement and implement new ideas to bolster performance. All reports are stored for historical purposes by the Contractor.

- 1.5.8** The Contractor must use the information captured in the communication tracking system to target improvement opportunities (e.g., reducing call volume, providing online capabilities, identifying issues, etc.).

The Contractor's AM Team holds quarterly meetings with the Benefits for Life (BFL) Call Center management team to review the number of calls, number of correspondence, service levels and abandonment rate. The Contractor collectively reviews any fluctuations of all types and review the IVR and the phone tree to ensure it is set-up according to current volume and make adjustments as changes arise throughout the year.

The Contractor's AM team and the Call Center staff also look at call center priorities to ensure specific call types make it to benefit advocates that can best field the call type in the quickest time.

The Contractor's AM team also reviews call survey data to target any larger issues and works with the Call Center management to make updates to staff, IVR, phone trees, or call priorities to resolve any issues. The Contractor's AM team reviews all reporting data from the BFL Call Center with the Call Center management team, and look for areas of improvement and implement ideas to bolster performance. All reporting is reviewed on a month-by-month basis as well as compared to year-over-year data to ensure historical events are taken into account in preparing the BFL Call Center for the future.

- 1.5.9** The Contractor must record incoming and outgoing member calls and review for quality monitoring purposes.
- 1.5.10** Call recordings must be retained for a minimum of one year from the date of the call.
- 1.5.11** The Contractor must develop a survey tool and scoring criteria that must be mutually agreed upon within the first 3 months of the Contract

effective date. The Contractor must provide the results to the Plan Sponsor annually.

1.6. Member Communication Materials and Meetings

- 1.6.1** The Contractor must implement a comprehensive and effective plan to communicate and market this program to eligible State employees and retirees. This process is expected to include a dedicated web microsite, focused marketing efforts, including but not limited to flyers, brochures, mailings, emails, posters, articles for inclusion in regular State newsletters, etc.
- 1.6.2** Member communications must be customized and provided by the Contractor to Members and may include co-branding materials with the name of Contractor and Plan Sponsor where desired by Plan Sponsor. It may be expected that communications materials differ for the different populations based on eligibility.
- 1.6.3** The Contractor must cover the cost of preparation and distribution of all communications, including but not limited to announcements, letters, notices, brochures, forms, benefit statements, postage and other supplies and services for U.S. mail and email distribution to eligible participants.
- 1.6.4** All communication materials, including items mailed, emailed, and posted on-line must be approved by the Plan Sponsor prior to use, and must comply with all applicable laws, regulations, and requirements of the State of Michigan and the Civil Service Commission. All draft communication materials provided to the Plan Sponsor must be presented in an editable document (ie. Microsoft Word) to allow for tracked changes and must allow up to 5 business days for review and editing. The Plan Sponsor will then provide revisions to the Contractor and will require final version with all revisions made prior to the Plan Sponsor granting final approval.
- 1.6.5** The Contractor must provide Plan Sponsor with all web content to be published on Plan Sponsor's dedicated voluntary benefit related webpages on State's website describing each plan, coverage options, eligibility requirements, and the enrollment process.
- 1.6.6** The Contractor must prepare and provide enrollment and plan materials.
 - 1.6.6.1** The Contractor must create both a brief Plan Summary and a detailed Plan Booklet or certificate of insurance based on the plan for members.

- 1.6.6.2** The Contractor must prepare emails describing the Program's annual voluntary benefits open enrollment process and Plan's offerings that the Program Sponsor will edit, approve, and send to eligible employees.
- 1.6.6.3** Contractor must mail enrollment packets to all eligible retirees annually unless otherwise instructed by Plan Sponsor to begin utilizing online enrollment system
- 1.6.6.4** The Contractor must develop and send an accurate consolidated annual benefits statement to each participant unless otherwise instructed by the Plan Sponsor prior to the voluntary benefits open enrollment period beginning. The Contractor must receive the Plan Sponsor's approval of the content and format prior to distribution to participants. The Benefit Statement must include the following information:

 - Voluntary Benefits Open Enrollment Dates
 - Enrollment website URL and Contractor's Call Center phone number
 - Information regarding each voluntary benefit plan (highlights, new information, changes, etc.)
 - Current employee specific benefit information:
 - Type of Benefit
 - Carrier/subcontractor
 - Payroll Deduction amount per pay period
- 1.6.6.5** If an employee is not enrolled in benefits or has a direct billing arrangement, the benefit information section will list all benefits, however the payroll deduction column must list "0".
- 1.6.6.6** All Program plan carriers must send notification to all active employee participants who experience a stop in payroll deductions (e.g., leave of absence) informing them that they can pay directly to the applicable carrier(s) until they return to active payroll status, and advise what their options are to do so. There will be no additional cost to the participants for this direct billing.
- 1.6.7** The Contractor must provide staff to give presentations regarding voluntary benefit plan specifics at no additional cost to the Plan Sponsor. Requests to attend or to speak at meetings may only come from Plan Sponsor. The number, location and nature of meeting requests may vary from year-to-year (but will not exceed 10) and may include State employees, retirees, and various organizations (e.g., State Employee Retiree Association (SERA), union representatives, etc.).

Contractor shall accept all Plan Sponsor requests for Contractor presentations within the State of Michigan. In the event Contractor is unable to accommodate a request, Contractor must obtain Plan Sponsor's approval for excusal.

1.7 Enrollment, Eligibility, and Data Interface

1.7.1 Eligible participants include active State employees, retirees, and their dependents. The timing of all file transmissions is determined by the State. There are three (3) file types routinely exchanged between Contractor (or one designated subcontractor) and the State. These types apply to both active employees and retirees:

1. Eligibility files from the CSC to the Contractor:
 - Active employee files are sent by CSC on a weekly basis.
 - Retiree files are sent by the Office of Retirement Services (ORS) on a monthly basis.
2. Deduction (premium) files from the Contractor:
 - Active employee files must be sent to DTMB Payroll & Tax Reporting on a bi-weekly basis.
 - Retiree files must be sent to ORS once per month.
3. Deduction Payment (payroll/pension) files from the State to the Contractor:
 - Active employee participant deduction files are sent on a bi-weekly basis.
 - Retiree participant deduction files are sent on a monthly basis.

Note: Deduction files must include the continuation of current Group LTCI premiums (which includes MPERS and LRS populations) for Prudential Group LTCI. Group LTCI coverage is provided by Prudential and is not accepting any new enrollees but payroll and pension deductions must remain available to the current enrollees.

Required file layouts and timing are detailed further in **Schedule K File Layouts**.

File timing is at the discretion of the Plan Sponsor and it can be changed at any time. Additionally, it is at the discretion of the Plan Sponsor to change file parameters at any time. The Contractor must accommodate any change requests as needed and necessary.

1.7.2 The Contractor must ensure all subcontractor carriers administer eligibility and premium administration in accordance with the Contract, including auditing of previously agreed upon premiums and claim payments to ensure accuracy, maintaining policies and procedures, and implementing protocols to resolve discrepancies and disputes.

- 1.7.3** The Contractor (or one designated subcontractor carrier) must maintain a system for enrollment and eligibility data and be prepared to accept, and coordinate, multiple data files from separate State Agencies, as indicated in **Schedule K File Layouts**.
- 1.7.4** The Contractor must provide one (1) interfacing solution so that all data/files are sent to and from one (sub)contractor who is responsible for disbursing the data amongst the applicable subcontractors, with the ability to process at least five (5) million transactions per year. The State will only send to and receive files from one (1) entity. The State will not send or accept multiple files to or from multiple carriers.
- 1.7.5** The Contractor must ensure all subcontractors upload eligibility and deduction (premium) files, and successfully update their systems of all additions, changes, deletions, demographic updates (e.g., corrections of addresses, names, etc.) within two (2) business days of receipt.
- 1.7.6** The Contractor must provide a 24-hour or less turnaround on all payroll and pension deduction issues.
- 1.7.7** The Contractor is responsible for any changes, and any associated costs therein, to its systems or processes required to support the receipt and processing of the State's files. The Contractor must work with Plan Sponsor to develop a timeline for implementation and testing of any system changes. The Contractor must maintain a testing environment for this purpose.
- 1.7.8** The Contractor and subcontractor carriers must maintain and update their systems based on eligibility files received by the State weekly for employee related files and monthly for retiree related files; frequency is determined by the Plan Sponsor.
- 1.7.9** The State requires use of its FTS (or another method selected by the State) for all file transmissions. Electronic transmission of identifiable data must be protected by passwords and a Secure File Transfer Protocol (SFTP) method.
- 1.7.10.** The Contractor must accept, load, store and maintain Member information. Any changes, additions, or terminations of Member enrollment information must originate from the Contractor; eligibility of State employees and retirees or changes or additions to Member demographic information must originate from the Plan Sponsor. The Contractor must not make any changes to Member information that would lead to Contractor and Plan Sponsor having different information for the same Member.

- 1.7.11** Upon written or verbal notification by authorized Plan Sponsor representatives, member eligibility and/or enrollment updates must be completed in real-time by the Contractor.
- 1.7.12** The Contractor must have accessible and experienced information technology professionals to provide timely programming who are capable and authorized to implement system changes and produce reports.
- 1.7.13** The Contractor must use a forced TLS secured connection between the State's email servers and theirs as an additional layer of protection for all administrative communications concerning individual participants.
- 1.7.14** The Contractor is responsible for any changes, and any associated costs therein, to their systems or processes required to support the receipt and processing of the Plan Sponsor's eligibility and deduction related files. The Contractor must work with the Plan Sponsor to develop a timeline for implementation and testing of any system changes. The Contractor must maintain a testing environment for such purposes.
 - 1.7.14.1** The Contractor must allow the Plan Sponsor, or the Plan Sponsor's consultant, the right to review the internal testing completed for the Plan Sponsor's voluntary benefit plans, upon request.
 - 1.7.14.2** The Contractor must allow the Plan Sponsor, or the Plan Sponsor's consultant, the right to create and submit test claims for the Plan Sponsor's voluntary benefit plans, without limitations on the number of test scenarios, as part of a pre or post implementation audit or on an annual basis, upon request.
- 1.7.15** All records passed from the Plan Sponsor to the Contractor (or designated subcontractor carrier) must be uploaded within two (2) business days by all subcontractors in the order required by the Plan Sponsor. The Contractor must have validation edits in place to ensure, for each data load, that all fields transmitted are properly uploaded, read, and populated in Contractor or all subcontractor's systems. Any records that do not pass Contractor's validation tests must be researched by the Contractor and applicable subcontractor carriers and manually corrected within two (2) business days after the file has been uploaded.

- 1.7.16** The Contractor must be able to advise the State of the amounts to be deducted from payroll or pension for each participant's premiums via file.
- 1.7.17** If payroll or pension deductions stop, the Contractor must notify participants of the portability options available to them and provide an opportunity for direct pay with a due date.

All subcontractor carriers that work with the Contractor must notify participants of payroll/pension deductions ending by sending a direct bill with their portability/conversion options. All of the Contractor's subcontractor carriers will send these billing/port packets after a member has missed two consecutive payroll/pension deductions.

- 1.7.18** The Contractor must confirm it allows employees, retirees, and their dependents to enroll in the Program as soon as they are deemed eligible by the State with no waiting period.
- 1.7.19** The Contractor (or one designated subcontractor carrier) must provide at a minimum, a consolidated and customized online system to be used at least annually for voluntary benefits open enrollment for eligible employees to enroll, change or terminate all plans offered. Preferably new hires and eligible enrollees throughout the year will also have the ability to utilize this online system to complete enrollments and/or plan changes.
- 1.7.20** The Contractor must coordinate all facets of the online enrollment system implementation process and training for all voluntary benefit plan carriers/subcontractors.
- 1.7.21** The Contractor must test the enrollment system prior to the voluntary benefits open enrollment period to ensure the correct benefit information is listed on the enrollment screens and that the enrollment system functions accordingly. Contractor must also ensure that accurate employee data is populated and loaded into the enrollment system prior to the voluntary benefits open enrollment period.
- 1.7.22** Full SSNs cannot be used as part of the login process for the online enrollment system and the Contractor must include a prominent statement on the online login page indicating that the State will supply SSNs after enrollment if the employee elects coverage.
- 1.7.23** Reserved.
- 1.7.24** The Contractor must agree that voluntary benefit plan subcontractor carriers requiring SSNs must capture a listing of participants in that

carrier's plan(s) and request only those participants' SSNs via file to the State.

1.7.25 The Contractor must agree to delete the online version of the enrollment data every year. Enrollment information must subsequently be retained in a secure format other than the online enrollment platform.

1.7.26 The Contractor must audit voluntary benefit plan carrier open enrollment files against the online and hard-copy enrollment records for accuracy before providing the consolidated enrollment and payroll or pension deduction files to the State.

1.8 Transition

1.8.1 The Contractor must assist with and cooperate with activities associated with transition to a new Contractor. See also **Standard Contract Terms, Section 31.**

1.9 Training

The Contractor must provide on-site training, documentation and training materials, covering plan summaries, systems, access, overall product offering, etc. to the Plan Sponsor, Call Center or ORS, depending on Plan Sponsor's need at the time and at no cost to the Plan Sponsor.

2. Specific Standards

2.1 IT Policies, Standards and Procedures (PSP)

Contractors are advised that the State has methods, policies, standards, and procedures that have been developed over the years. Contractors are expected to provide proposals that conform to State IT policies and standards. All services and products provided as a result of this RFP must comply with all applicable State IT policies and standards. Contractor is required to review all applicable links provided below and state compliance in their response.

Public IT Policies, Standards and Procedures (PSP):

https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html

2.2 SOM Digital Standards

All software items provided by the Contractor must adhere to the State of Michigan Application/Site Standards which can be found at www.michigan.gov/standards.

2.3 Mobile Responsiveness

The Contractor's Solution must utilize responsive design practices to ensure the application is accessible via a mobile device.

Contractor's enrollment platform and its year-round benefitsforlife.org site must be available to access via mobile device. The system is compatible with IOS & Android mobile devices.

The mobile application enables members to enroll in coverage, view their current and future elected coverages, upload documentation (when required; such as for dependent verification), store their insurance cards for easy access, change their benefits, contact a representative for questions regarding their benefits, send and receive benefit-related messages, view beneficiaries, and more.

2.4 ADA Compliance

The State is required to comply with the Americans with Disabilities Act of 1990 (ADA), and has adopted a formal policy regarding accessibility requirements for websites and software applications. The State is requiring that Bidder's proposed Solution, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.0. Bidder may consider, where relevant, the W3C's Guidance on Applying WCAG 2.0 to Non-Web Information and Communications Technologies (WCAG2ICT) for non-web software and content. The State may require that Bidder complete an Optional Product Accessibility Template for WCAG 2.0 (WCAG 2.0 VPAT) or other comparable document for the proposed Solution.

http://www.michigan.gov/documents/dmb/1650.00_209567_7.pdf?20151026134621

The Contractor's enrollment system, mobile platform, and year-round benefitsforlife.org website, is compliant with applicable Section 508 V2 and Web Content Accessibility Guidelines (WCAG) 2.0 and AA guidelines.

All Businessolver sites and platforms work with assistive devices such as screen readers and special keyboards. Beyond assistive devices, the user experience has been enhanced for those with cognitive disabilities or those who require more time in the system to make their way through enrollment. The Contractor and subcontract carrier (Businessolver) is committed to continual growth and evolution to ensure accessibility is a priority for all.

2.5 User Type and Capacity

The Contractor must provide the type of use, access type, number of users, and number of concurrent users for any solutions or systems provided for this Contract. Contractor must be able to meet the expected number of concurrent Users. Concurrent users is to be defined as users accessing the system at the same time.

Type of User	Access Type	Number of Users	Number of Concurrent Users
Regular	View/Enroll/Change Benefits	No limit	Unlimited
Admin	View Users Information/ Reporting/ View Statistical Data/ Enroll Users	No limit	Unlimited

Testing Admin	Testing System Capabilities	No limit	Unlimited
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Businessolver maintains the back end infrastructure and has architected its system to scale with the needs of its customers. Prior year daily usage was in excess of 100,000 unique users and approximately 8,000,000 pages served. The Benefitsolver architecture is distributed across three physical locations and is built for future capacity and growth. They maintain about 10% of Contractor's production capacity across these three locations and maintain approximately 10 million employee records on the system.

The Businessolver platform has a guaranteed 99.5% system availability.

2.6 End-User Operating Environment

The SOM environment is X86 VMware, IBM Power VM and Oracle VM, with supporting enterprise storage monitoring and management.

The software must run under commonly used web browsers. At a minimum, the software must support Internet Explorer v11 or higher, or Edge, Chrome v71 or higher, Firefox v62 or higher, and Safari v12 or higher for iOS operating systems.

Contractor must support the current and future State standard environment at no additional cost to the State.

If an enhancement or change is significant enough to affect overall processes or system functionality, the Contractor's SAM will notify the Plan Sponsor and walk the Plan Sponsor through the enhancement before its release.

There are no plug-ins necessary for the Businessolver enrollment system or year-round website.

2.7 Software

2.7.1 Contractor's Solution:

The Contractor utilizes an online SaaS-based benefits enrollment software technology called Benefitsolver. Benefitsolver is the software solution administered by subcontractor, Businessolver.

This solution is able to accept uploaded information regarding eligibility, plans, rates, current enrollment, current deductions, employee information, census data, plan rules, and more to build out an easy to use enrollment system for the BFL plan. The system can generate reports that provide subcontractor carriers and Contractor with the enrollment records.

This system will be used for all active employees during the enrollment period each year and for the retiree population, upon the Plan Sponsor's request in the future.

The multi-tenant SaaS platform has a release schedule so that the State is always on the same version of the system.

The solution is able to accept files from the Contractor and its subcontractor carriers that display current enrollment and eligible employees. The system also accepts benefit rules, dates, rates, and any other guidelines that form the Plan Sponsor plans. Once these rules and specifications are loaded into the system they load in each individual benefit plan. These loads form the systems basic layout that will function as the enrollment platform for the State voluntary plans. Each benefit has its own screen that includes the plan rules, dates, and enrollment guidelines, it also has customized language that the Contractor tailors to meet the needs of the Plan Sponsor. Once it is fully built the system hosts test platforms where data and environments can be loaded to perform test functions prior to loading anything into production.

Once the system is built and tested, users can log in and view their current information such as name, address, email, phone, current dependents, and currently enrolled benefits. The users can make updates to current dependent information and then use the screens to enroll, make changes, or terminate any of the voluntary plans. Users can also add beneficiary information (where required) for any plan. Once the enrollment is complete the system brings them to a confirmation page where they can see what will be deducted from their pay bi-weekly, what they enrolled in, what dependents are covered, and beneficiary designations. Once they confirm enrollment they can print a confirmation statement for their records.

The system can also be used by the Contractor SAM to generate enrollment reports. These reports can show who enrolled in what benefit, dependent enrollments, beneficiary reports, and more.

Businesssolver makes updates to their environment on a continual basis to stay up-to-date with State and Federal guidelines, ADA compliance, bug fixes, or product enhancement. However, the Businesssolver enrollment platform functionality and product and enrollment support will remain the same throughout the term of the contract.

Contractor's collaboration plan in the decision-making process for upgrades, maintenance, and change control:

The Contractor's SAM will work with the Plan Sponsor to collaborate on necessary updates, maintenance, and changes. This is typically done annually during the BFL Open Enrollment process where the system is customized to meet the needs of the State employees during the voluntary benefits open enrollment period.

The Contractor's SAM meets either onsite or virtually with the Plan Sponsor to review the system and note any needed changes, fixes, or upgrades. The Contractor's SAM works with the Businesssolver team to make the changes and continues to work with them on any future upgrade requests. The Contractor SAM remains in constant contact with the Plan Sponsor informing them of updates or fixes made along the way. The Plan

Sponsor is always able to bring any concerns or ideas to the Contactor's SAM at any time throughout the year.

2.7.2 The Contractor's online enrollment solution must not have any initial or re-occurring click-through agreements.

2.7.3 For all plans offered through subcontractor carriers/third-parties that include online solutions requiring any end-user license agreement, the Contractor must provide to State for review and approval. This includes but is not limited to any pop-up type agreement to click-through upon the State staff and/or end-user entering a system or portal.

Contractor does not require any end-user license agreements.

2.8 Hosting

2.8.1 Contractors (and any of their subcontractor carriers) providing solutions for services under this Contract, that are **at the Contractor's physical location or via cloud**, must comply with the State's standard Contractor Hosted Software and Services attached as **SCHEDULE E, CONTRACTOR HOSTED SOFTWARE AND SERVICES.**

Contractor's hosting arrangement:

The enrollment solution through Businessolver is a secure SaaS-based platform called Benefitsolver. The solution is centrally hosted as an on-demand software and the software application resides on Businessolver's hardware.

2.9 Data Security: Data must be securely maintained. The Contractor must comply with **SCHEDULE F, DATA SECURITY REQUIREMENTS.**

2.10 Disaster Recovery Plan: The Contractor must maintain and operate a backup and disaster recovery plan to achieve a Recovery Point Objective (RPO) of 24 hours, and a Recovery Time Objective (RTO) of 24 hours. This plan is referred to as **EXHIBIT 1 TO SCHEDULE F, CONTRACTOR'S DISTASTER RECOVERY PLAN.**

2.11 Products and Services

The Contractor does not have any additional Solution functionality, products or services that the State specifications do not address, deemed necessary to implement and support this solution.

2.12 SUITE Documentation

In managing its obligation to meet the above milestones and deliverables, the Contractor is required to utilize the applicable [State Unified Information Technology Environment \(SUITE\)](#) methodologies,.

SUITE's primary goal is the delivery of on-time, on-budget, quality systems that meet customer expectations. SUITE is based on industry best practices, including those

identified in the Project Management Institute's PMBoK and the Capability Maturity Model Integration for Development. It was designed and implemented to standardize methodologies, processes, procedures, training, and tools for project management and systems development lifecycle management. It offers guidance for efficient, effective improvement across multiple process disciplines in the organization, improvements to best practices incorporated from earlier models, and a common, integrated vision of improvement for all project and system related elements.

While applying the SUITE framework through its methodologies is required, SUITE was not designed to add layers of complexity to project execution. There should be no additional costs from the Bidder, since it is expected that they are already following industry best practices which are at least similar to those that form SUITE's foundation.

SUITE's companion templates are used to document project progress or deliverables. In some cases, Contractor may have in place their own set of templates for similar use. Because SUITE can be tailored to fit specific projects, project teams and State Program Managers may decide to use Contractor's provided templates, as long as they demonstrate fulfillment of the SUITE methodologies.

Contractor's plan to meet the requirements set forth above:

Contractor will meet PMM/SEM requirements by:

Project Phase Management:

- Initiation - Contractor initiates the project with the Plan Sponsor by discussing project dates, any new plans, carriers, or services.
- Planning – Contractor works internally to start planning by updating all forms, meeting internally to discuss resources, and assess needs for the project.
- Execution – Contractor distributes necessary forms and begins executing the items listed on the project plans, conducting regular meetings with resources involved, controlling resources involved in enrollment system set-up, testing all phases and aspects, providing status reports to management, and projecting risk.
- Monitoring and Control – Contractor monitors and controls the project by conducting regular check in meetings with all project resources, projecting risk, and creating status reports. Further, Contractor conducts regular testing on any necessary file changes, all enrollment system functionality has test scenarios run, and all phone systems are full tested.
- Closeout – Contractor closes out the project by ensuring all items on the project plan have been completed, all systems are shut down or changed back to year-round functionality, recording and documenting all aspects of the project, archiving records, completing administrative closeout functions, and conducting a lessons learned.

Forms:

Contractor utilizes the following project forms:

- Project Charter – Contractor's project charter is used internally and defines the project vision organizes the project structure, incorporates lessons learned from previous years, notes the implementation plan, and estimates risks and issues.

- Project Management Plan – Contractor utilizes two project plans; one is created for the Plan Sponsor and provided to them as it includes all items Plan Sponsor needs to complete for a successful enrollment. The second is the internal Contractor plan that is used by the Contractor SAM and it includes all items needed by Contractor and the subcontractor carriers to complete for a successful enrollment.
- Project Lessons Learned – Contractor conducts lessons learned with the subcontractor carriers and the enrollment solutions carrier. Contractor works from our internal lessons learned project template that is adapted as needed.
- Project Closure Report – Contractor creates an internal closure report at the end of the open enrollment planning.

Touch points:

- Systems Engineering Methodology (SEM) Lifecycle Stages: As Contractor does not need to integrate systems with the State, and due to our use of the Businessolver multi-tenant SaaS-based platform for the enrollment solution, some of the SEM specifics do not apply or are adapted to the needs of ready built systems/software. Contractor does embrace the initiation & planning, requirement definition, functional design, system design, construction, testing, and implementation. It should also be noted that some of the SEM requirements are completed internally with Businessolver as the software is hosted on their hardware and must be programed internally. In those cases, any changes needed or specific requirements are managed by Contractor and the Businessolver Account Manager to ensure project items are completed. Finally, Contractor, its subcontractor carriers, and the Plan Sponsor all test the functionality and system design before it goes into production. Throughout these phases we follow the Contractor's internal project plan which details items needed for software configuration, functional design, and system design. Further, Contractor also follows the project plan to develop a training and testing plan that includes testing type, approach and test cases.
- Enterprise Architecture & Infrastructure Services Request Process – These are taken care of by requests made by the Contractor to the Businessolver Account Manager, who works within the Businessolver organization on any infrastructure changes needed. Typically, this would not be applicable as the Businessolver architecture and infrastructure are pre-established and remain unchanged from year to year.
- Procurement – This item would not be applicable as there would not be a need for State procurement during the enrollment as Contractor would be servicing an existing contract. Further, Contractor does not require the use of Contractor's procurement team to service the existing contract.
- Security Assessment and Plan – Contractor works with Businessolver to set-up the security assessment and plan for the enrollment system.
- Look and Feel / ADA Review – Look and feel testing and review is completed by Contractor, subcontractor carriers and the Plan Sponsor has final review and approval of Contractor's enrollment solution. Contractor's subcontractor carrier, Businessolver completes ADA review and the site meets all ADA compliance measures.
- Usability and User Design – The Contractor's subcontractor carrier, Businessolver regularly performs usability and user design updates to its enrollment solution

software. Further, Contractor and the Plan Sponsor review the customized SOM enrollment site to ensure it fits for members.

- Disaster Recovery Planning – Contractor and its subcontractor carriers have well established disaster recovery plans. These plans are reviewed each year to ensure they remain up-to-date.

Review and Approval: Contractor has established processes to conduct walkthroughs, testing, and/or audits for each project deliverable. At the end of each of these processes (test/audit/walkthrough) either the State or the Contractor provides signoffs to exit each stage of the process for all project deliverables. Further, the Contractor conducts lessons learned with all subcontractor carriers to learn from the planning stages and implements new ideas or improvements based off these meetings.

Close out: The Contractor performs a project close out by documenting final project outcomes and then archiving all project data and documents used.

2.13 Secure Web Application Standard

Contractor's solution must meet the State's Secure Application Development Standards as mandated by the State.

Secure Application Development Life Cycle (SADLC)

Contractor is required to meet the States Secure Application Development Life Cycle requirements that include:

2.13.1 Security Accreditation

Contractor is required to complete the State Security Accreditation process for the solution.

2.13.2 Application Scanning

2.16.2.1 On-Premise solutions

The State may scan the application using its application scanning tools. Contractor will need to provide the resources, at its sole expense, to complete any analysis remediation and validation required by the results of the scan.

2.16.2.2 Externally hosted solutions

Contractor is required to grant the right to the State to scan either the application code or a deployed version of the solution; or in lieu of the State performing a scan, Contractor will provide the State a vulnerabilities assessment after Contractor has used a State approved application scanning tool. These scans must be completed and provided to the State on a regular basis or at least for each major release.

For COTS or vendor owned applications, Contractor, at its sole expense, must provide resources to complete the scanning and to

complete the analysis, remediation and validation of vulnerabilities identified by the scan as required by the State Secure Web Application Standards.

Types of scanning and remediation may include the following types of scans and activities

- Dynamic Scanning for vulnerabilities, analysis, remediation and validation
- Static Scanning for vulnerabilities, analysis, remediation and validation
- Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation and validation

2.13.3 Infrastructure Scanning

2.13.3.1 On-Premise solutions

The State may scan the application using its infrastructure scanning tools and remediate infrastructure vulnerabilities internally.

2.13.3.2 Externally hosted solutions

A Contractor providing Hosted Services must scan the infrastructure at least once every 30 days and provide the scan's assessment to the State in a format that can be uploaded by the State and used to track the remediation.

3. Staffing

3.1 Contract Administrator

The Contract Administrator for each party is the only person authorized to modify any terms of this Contract, and approve and execute any change under this Contract (each a "**Contract Administrator**"):

State:	Contractor:
Mary Ostrowski 525 W Allegan St Lansing, MI 48913 ostrowskim@michigan.gov 517-249-0438	Jim Evans 2600 S Telegraph Rd Suite 100 Bloomfield Hills, MI 48302 James_evans@ajg.com 248-457-8572

3.2 Program Manager

3.2.1 The Program Manager for each party will monitor and coordinate the day-to-day activities of the Contract (each a "**Program Manager**"):

State:	Contractor:
Christopher DeRose	Melinda Brown

400 S Pine St Lansing, MI 48909 derosec@michigan.gov 517-335-3648	2600 S Telegraph Rd Suite 100Bloomfield Hills, MI 48302 D: 248-457-8402 Melinda_Brown@ajg.com
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3.2.2 The Contractor's Program Manager will also be referred to as the Senior Account Manager (SAM). This individual must be specifically assigned to the State of Michigan account, be knowledgeable on the contractual requirements and must respond to State inquiries within 24 hours.

3.3 Customer Service Toll-Free Number

The Contractor must specify its toll-free number for the State to make contact with the Contractor Representative. The Contractor Representative must be available for calls during the hours of 9:00 am to 5:00 pm EST.

Contractor's Customer Service Toll-Free Number:
 Benefits for Life Call Center
 Active Employees: 888-825-8395
 Retirees: 888-744-7525

3.4 Technical Support, Repairs and Maintenance

The Contractor must be available for calls and service during the hours of 8:00 am to 5:00 pm EST.
 When providing technical support, the Call Center must resolve the caller's issue within 24 hours.

3.5 Work Hours

The Contractor must provide Contract Activities during the State's normal working hours Monday – Friday, 7:00 a.m. to 6:00 p.m. EST and possible night and weekend hours depending on the requirements of the project.

3.6 Key Personnel

3.6.1 The Contractor must appoint individuals who will be directly responsible for the day-to-day operations of the Contract ("Key Personnel"). Key Personnel must be specifically assigned to the State account, be knowledgeable on the contractual requirements, and respond to State inquiries within 24 hours.

3.6.2 The Contractor must identify proposed staff who will be involved with the Contract and those who will be designated as Key Personnel in the table below. The Contractor must provide not less than the 6 Key Personnel identified in the table below. The Contractor must provide the following information within the table including but not limited to:

1. Name and title of staff that will be designated as Key Personnel.

2. Key Personnel years of experience in the current classification.
3. Identify which of the required key personnel positions they are fulfilling.
4. Key Personnel's roles and responsibilities, as they relate to this Contract. Descriptions of roles should be functional and not just by title.
5. Identify if each Key Personnel is a direct, subcontract, or contract employee.
6. Identify if each Key Personnel staff member is employed full-time (FT), part-time (PT) or temporary (T), including consultants used for the purpose of providing information for the proposal.
7. List each Key Personnel staff member's length of employment or affiliation with the Contractor's organization.
8. Identify each Key Personnel's percentage of work time devoted to this Contract.
9. Identify where each Key Personnel staff member will be physically located (city and state) during the Contract performance.

Key Personnel Table

Position	Name	Role(s) / Responsibilities	Direct / Subcontract/ Contract	FT/ PT/ T	% of Work Time	Physical Location
<u>Senior Account Manager (SAM)</u>	Melinda Brown	Account and market support, enrollment coordination and implementation, employee education, online tools, marketplace strategies, customized communications, data review, reporting, marketing and negotiations, employer contact for carrier problem solving, service and claims resolution, customer service advocate.	Direct	FT	100%	Office: Auburn Hills, MI Home Office: Holt, MI
<u>Back-Up SAM</u>	Audrey Douglas	Fully trained in all aspects of SOM account. Assists SAM with annual enrollment planning, implementations, reporting, and escalations. Serves as back-up to primary SAM as needed.	Direct	FT	25%	Office: Auburn Hills, MI Home: Royal Oak, MI

<u>Direct Superior to SAM</u>	Terri Orem	Leads the Voluntary Benefit Practice National Service Team. Responsibilities include strategic planning and consulting, client services, and proposals & analysis.	Direct	FT	25%	Office: Auburn Hills, MI Home: Nolensville, TN
<u>Implementation Manager</u>	Melinda Brown	Coordination and implementation of all new plans, policies and carriers. Creation of employee education, online tools, marketplace strategies, and customized communications. Set-up of call center, online and/or paper enrollment methods, file testing and integration.	Direct	FT	100%	Office: Auburn Hills, MI Home Office: Holt, MI
<u>Call Center Manager</u>	Bonnie Antonelli	Regional Director for Northeast, Atlantic and Southeast Regions – Oversees SOM & SOMR BFL Call Center Management team.	Direct	FT	25%	Office: Mt. Laurel, NJ
<u>Technical Support Manager</u>	Rebekah Lauer	Provides oversight and leadership EDI, SFTP, File Feeds teams. These teams perform all payroll/deduction/remittance/census file operations, set-up and maintenance.	Subcontractor	FT	As needed	Office: Milwaukee, WI

3.6.3 SAM and Back-Up to the SAM Key Personnel:

3.6.3.1 One SAM whose role and responsibilities must include:

1. Serving as the single point of accountability for all projects initiated between the Contractor and the Plan Sponsor for management of the Contractor's and subcontractor's Account Teams;
2. Authority to make day-to-day decisions regarding service issues;
3. Ability within the Contractor's organization to obtain the use of Contractor's resources, both direct and indirect, as necessary;
4. Handling of all escalations from the State, following up with the applicable subcontractor(s), resolving issue/inquiry, contacting participant directly with resolution and keeping Plan Sponsor

apprised of status and completion of escalation.

- 3.6.3.2** Designating one back-up to the SAM, whose role and responsibilities must include involvement in account management and who is capable of performing the responsibilities of the SAM in the event that the SAM is unavailable. The Contractor's SAM back-up must be familiar with all specific requirements of this Contract. This back-up role may be filled by another key-staff person.

Degree of decision-making authority the designated executive account team, inclusive of the SAM, will have within Contractor's organization to resolve operational problems and issues:

The Contractor SAM & Implementation Manager are responsible for all implementations as well as the day-to-day account and market support, enrollment coordination, carrier coordination, employee education, communications, data collection, reporting, marketing, negotiations, escalations, problem solving, customer services, presentations, training, and contract compliance. As it relates to servicing the account on a daily basis the SAM has level one decision making authority. The Back-up SAM would consult with the SAM and/or the SAMs direct superior in most all situations.

The Call Center Manager has the highest level of decision making authority within the Benefits for Life Call Center and over its staff of benefit advocates. The Call Center Manager does report to the SAM and the SAMs direct superior in items related to contract compliance and employee/retiree escalation determinations.

The Technical Support Manager has a high degree of decision making authority as it relates to all established procedures for incoming and outgoing files and the consolidated billing system. The Technical Support Manager consults with the SAM in the event of changes to procedures, and when adding a new plan, policy or carrier. The Technical Support Manager would report to the SAM in the event of any technical issues discovered in established procedures or systems.

The SAMs direct superior would have the highest level of decision making authority on the account and is consulted in the event of complex and multifaceted issues related to carriers, customers, claims, fraud, abuse, systems, call centers, and unforeseen events as they may occur.

- 3.6.4** Key Personnel must be made available to the Plan Sponsor on a reasonably frequent basis (as determined or scheduled by the Plan Sponsor or State Program Manager).

3.7 Customer Service Team:

The Contractor must have established training and development programs for Customer Service Representatives.

The Contractor will maintain fifteen Benefit Advocates (Customer Service Representatives). These advocates must have at least three or more years of call center experience before working on the SOM BFL account. All benefit advocates must be licensed with the Department of Insurance within 90 days of employment (during initial training and onboarding period). Contractor must maintain the following call center management staff positions:

- Site Director, Call Center Manager –Responsible for the oversight and direction of the entire BFL Call Center.
- Benefit Advocate Supervisor – Responsible for the management of the Benefit Advocate team, their stats, training, and reporting.
- Senior Benefit Advocate – Responsible for assisting advocates on the floor and responding to email escalations.

Contractor must also maintain an additional customer service supervisor and a team of at least 15 customer service representatives to be brought on the account once a year specifically for the purpose of taking open enrollment calls and must also have at least 3 years minimum experience

3.8 Systems Professionals:

- 3.8.1** The Contractor must provide a staff of systems professionals to provide timely programming required to implement system changes and produce reports.

Contractor must maintain a staff of at least 9 dedicated system professionals in the following positions, that will provide timely programming required to implement any system changes and produce reports. These system professionals must have at least 3 years' experience.

1. Implementation Manager – Responsible for implementation and onboarding of a new products, services and vendors. Implements the open enrollment systems and services on behalf of Trustmark each year. Coordinates resources that build and test enrollment platforms. Provides trainings, manages deadlines, timelines, and milestone completion.
2. EDI Director – Responsible for coordination of resources that build, test, and maintain incoming and outgoing files.
3. Technical Support Manager Responsible for leading the team that performs payroll, deduction, remittance, and census file sending and receiving.
4. EDI Specialist Outgoing– Coordinates building, testing, and maintenance of outgoing files. Additionally performs reporting and audit response.
5. EDI Specialist Incoming – Coordinates building, testing, and maintenance of incoming files. Additionally performs reporting and audit response.

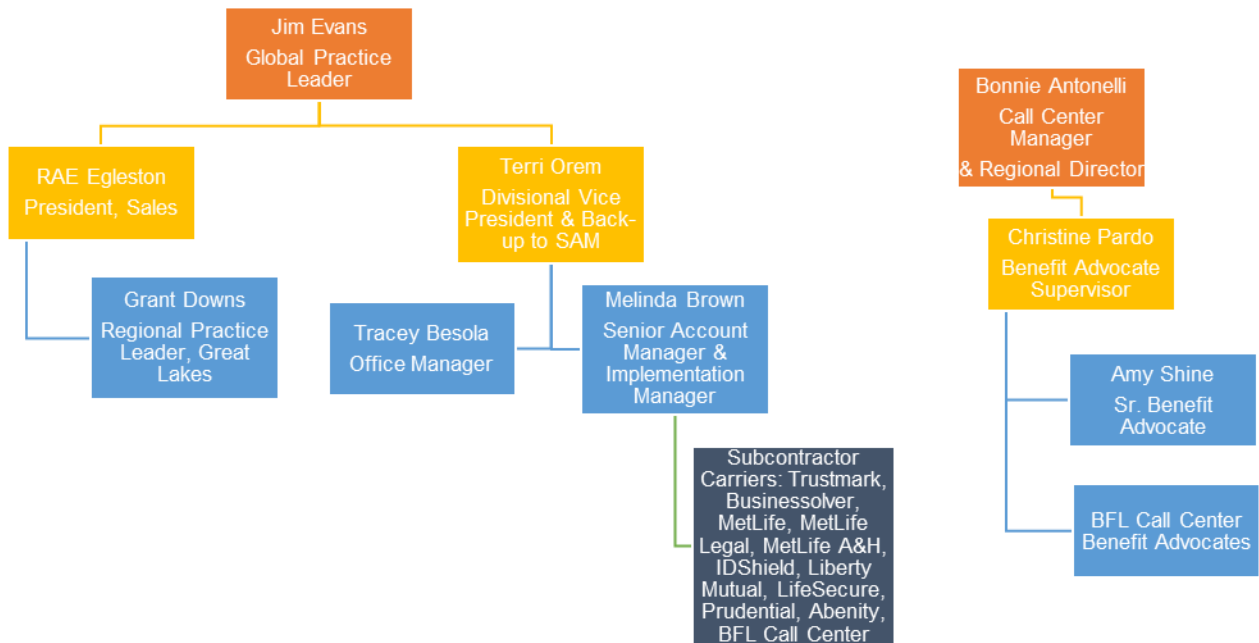
6. Manager – Payroll Deduction– Payroll Deduction Case Support – Responsible for coordination of resources that build, test, and maintain payroll deduction technology and files.
7. Client Payroll Deduction Specialist – Coordinates building, testing and maintenance of payroll deduction technology (consolidated billing system) and files.
8. Enrollment Technologies Specialist – Responsible for Selerix platform build, testing, access, reporting, and maintenance.
9. Client Service Representative II – Responsible for responding to any customer escalations on a day-to-day basis and reporting.

3.9 Reserved.

3.10 Organizational Chart

The Contractor must provide an overall organizational chart that **details staff members, by name and title, and includes subcontractors.**

Contractor's Voluntary Benefits Consulting & Benefits for Life Call Center



3.11 Disclosure of Subcontractors

The State expects that all essential services associated with delivery of this program will be provided directly by the Contractor and any of the Contractor's "contracted" Providers (subcontractors). If the Contractor intends to utilize subcontractors, the Contractor must disclose the following:

- The legal business name; address; telephone number
- A description of subcontractor's organization, a complete description of the services that will be performed or provided for this specific Contract by the subcontractor, and information concerning subcontractor's ability to provide the Contract Activities.
- The relationship of the subcontractor to the Contractor.
- Whether the Contractor has a previous working experience with the subcontractor. If yes, provide the details of that previous relationship.

See **Schedule N, Subcontractor Table**, for Contractor's subcontractor table.

3.12 State Facility Security

The Contractor's staff may be required to make deliveries to or enter State facilities. The Contractor must ensure the security of State Facilities. The State may require the Contractor's personnel to wear State issued identification badges.

4. Project Management

- 4.1** The Contractor must obtain the Plan Sponsor's prior approval of any administrative changes in the Contractor's systems or procedures that impact the Plan Sponsor and/or Members.

In the event of any administrative changes to systems or procedures, the Contractor will create clear communications that fully document any proposed changes. The Contractor will then schedule and conduct a meeting with the Plan Sponsor to fully review documented proposed changes and go over any questions. The Contractor will ensure that the Plan Sponsor is briefed and aware of all changes well before the change were to occur. If the change were to affect members, the Contractor will also submit a plan for a full communications effort to be reviewed and approved by the Plan Sponsor prior to sending. The Plan Sponsor will also have the ability to review and test any software or file changes upon request.

- 4.2** The Contractor must carry out all services for this Contract, and Implementation, under the direction and control of the Plan Sponsor. All transition and implementation plans are subject to the approval of the State Program Manager.
- 4.3** There must be continuous liaising between the Plan Sponsor and Contractor during the implementation period and over the course of this Contract, particularly during any process involving MCSC partners or the Plan Sponsor. The Plan Sponsor will meet with the Contractor's SAM for initial review of the Contractor's work plan prior to beginning service delivery and then

periodically, as needed. The meetings will provide for reviewing progress and providing necessary guidance to the Contractor regarding the timing of activities and solving issues or problems.

4.4 Project Plan/Implementation Plan

4.4.1 If the Plan Sponsor notifies Contractor of any critical issues, Contractor must respond within one (1) business day with an adequate and appropriate resolution and execution plan. If Contractor identifies any critical issues affecting services, it must notify Plan Sponsor within one (1) business day.

4.4.2 Reserved.

4.4.3 Reserved.

4.5. Meetings

4.5.1 All agendas and meeting materials created by the Contractor for meetings as required below must be provided to Plan Sponsor at least 5 days prior to the meeting.

4.5.2 The Contractor must participate in meetings with the Plan Sponsor as determined by the Plan Sponsor. Meeting frequency will change over the course of the Contract. During these meetings, the Contractor must review all open projects and present the status, progress and results of each project. The Contractor must provide data and cost analysis upon request.

4.5.3 Quarterly Meetings: The Contractor must attend these meetings upon the request of the Plan Sponsor.

4.5.3.1 These meetings must be held at a location as determined by the Plan Sponsor (these meetings may be conducted via teleconference upon the Plan Sponsor's approval), and additional meetings may be held each year, for the purpose of:

4.5.3.2 The Contractor's comprehensive review of the utilization experience of the Plan, including, but not limited to:

1. Proposed solutions to performance variances (such as administrative performance and their root causes).

4.5.4. Annual Program Review Meetings: The Contractor must attend these meetings upon the request of the Plan Sponsor.

4.5.4.1 These meetings must be held at a location as determined by the Plan Sponsor (these meetings may be conducted via

teleconference upon the Plan Sponsor's approval) and require a full review of each plan's performance, data and benefit analysis with recommendations to provide support for proposed plan modifications or additions, and review of changes in the market and identification of emerging trends.

4.5.4.2 These meetings are estimated to be annual, however they may be needed more frequently based on demand and in conjunction with bargaining or the Plan Sponsor's requests.

4.5.5 Presentations and Seminars: The Contractor may be required to provide presentations or seminars regarding voluntary benefit plans offered to State employees or retirees upon the Plan Sponsor's request. **See also Section 1.6.7.**

4.6 Reporting

4.6.1. The Contractor must submit to the State Program Manager, proper and timely reporting and analysis in a format as determined by the Plan Sponsor, at no cost to the Plan Sponsor. Failure to adhere to the timeframes indicated in this section will result in credits identified in **Schedule A, Section 8 Service-Level Agreements.**

4.6.2 Reporting Schedule

QUARTERLY REPORTING		
CY Quarter Designation	Date Range (inclusive)	Report Due Date
First Quarter (Q1)	January 1 – March 31	May 15
Second Quarter (Q2)	April 1 – June 30	August 15
Third Quarter (Q3)	July 1 – September 30	November 15
Fourth Quarter (Q4) and Annual Reporting	October 1 – December 31 January 1 – December 31	March 31

4.6.3 Quarterly Reports:

4.6.3.1 A brief summary of significant activities, issues or problems identified or addressed during the month, or anticipated in subsequent months (i.e. Executive Summary).

4.6.3.2 Call volume by inquiry type.

4.6.3.3 Participant Report, number of subscribers and number of dependents covered, broken out by Actives, and Retirees.

4.6.3.4 SLA Report: The Contractor must provide the Plan Sponsor with a report assessing the Contractor's performance for the SLAs in **Schedule A, Section 8 Service Level Agreements.**

4.6.4 Annual Reports:

- 4.6.4.1 Management Summary Report:** full financial and enrollment experience, including the items shown in monthly and quarterly reports, summarized to an annual basis.
- 4.6.4.2 Claim Report:** Total number of claims paid and total amount of claims paid broken out by each voluntary benefit plan.
- 4.6.4.3 Customer Satisfaction Survey Report:** State participant customer service satisfaction survey results.
- 4.6.4.4 SLA Attestation:** Attestation from Contractor that voluntary benefit carriers (e.g., subcontractors) are in compliance and meeting all contract requirements in alignment with **Service Level Agreement, Section 8**. These include but are not limited to:
 - Eligibility,
 - Claim turnaround time,
 - Claim payment accuracy on both a dollar and per occurrence basis,
 - Member satisfaction,
 - Inquiry handling, and
 - Issue resolution.
- 4.6.5. Ad Hoc Reporting:** The Contractor must perform ad hoc reporting upon the request and specification of the Plan Sponsor. This includes, but is not limited to:
 - 4.6.5.1** Follow up reporting on reports listed above where additional information and analysis is required.
 - 4.6.5.2** Strategic Initiative analysis related to Plan performance and improvement opportunities.
 - 4.6.5.3** Reports requested by the Plan Sponsor that provide further information and analysis not encompassed by specific reports above.

5. Pricing

5.1. Price Term

Pricing is firm for the entire length of the Contract. See Schedule B, Pricing.

6. Ordering

6.1. Authorizing Document

The appropriate authorizing document for the Contract will be a Master Agreement (MA) and signed Contract.

7. Payment Methods

The State will pass-through to the Contractor or one (1) designated subcontractor employee and retiree payroll and pension deductions via Electronic Funds Transfer (EFT) and the accompanying deduction related files as outlined in **Schedule K File Layouts**. In contingent circumstances pertaining to interruption of payroll, the Contractor must direct bill Voluntary Benefit Participants, if requested by the Plan Sponsor.

8. Service-Level Agreements (SLAs)

The Plan Sponsor reserves the right to reconsider or amend SLA amounts.

8.1. State-Set SLAs:

8.1.1 The Contractor will be held accountable to meet the requirements and the service level requirements established in this Contract. The Contractor must provide payment for any applicable credits to the Plan Sponsor quarterly. Any metric that is reported must be accompanied by supporting documentation upon request of the Plan Sponsor. The following SLA applies throughout the duration of the Contract, including any optional renewal periods (if exercised).

8.1.2 Reporting SLA: The Contractor must provide complete quarterly and annual reports according to **Schedule A, Section 4 Reporting**, and the associated reporting schedule in **Schedule A, Section 4.6.2 Reporting Schedule**.

The Contractor must measure and report its performance on this SLA on a quarterly or annual basis respectively.

For quarterly reports, the credit for failure to meet the reporting requirements of this SLA is \$4,000.00 for each quarter that the SLA is not met.

For annual reports, the credit for failure to meet the reporting requirements of this SLA is \$4,000.00.

8.2 Contractor-Set SLAs:

8.2.1 The Plan Sponsor requires the Contractor to establish performance standards for subcontractor carriers which hold them accountable for acceptable levels of performance in the following key contract administration areas.

These include but are not limited to:

- Eligibility,
- Claim turnaround time,
- Claim payment accuracy on both a dollar and per occurrence basis,
- Member satisfaction,
- Inquiry handling, and
- Issue resolution.

Failure to adhere to these standards, and to take corrective action to meet these standards, may result in the replacement of the

subcontractors at the sole discretion of the Plan Sponsor, and may result in termination of the Contract. See also **Schedule A, Section 4.6.4.4 SLA Attestation.**

All of the subcontractor carriers working with Contractor must send quarterly and annual reports to the Contractor's SAM. The Contractor must track subcontractor carrier and Benefits for Life (BFL) Call Center SLAs on a quarterly and annual basis.

SCHEDULE B – PRICING

1. Reserved.
2. Pricing must include all costs, including but not limited to, any one-time or set-up charges, fees, and potential costs."
3. Reserved.

(Pricing Table begins on next page)

Voluntary Benefits Plans - Premium Rates										
Voluntary Accident Insurance / Accidental Death & Dismemberment Insurance / Identity Theft / Legal Plans										
Plan Type	Plan Year 1		Plan Year 2		Plan Year 3		Contractor pricing methodology used to determine rate changes			
	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate				
Enhanced Accident Insurance*										
Employee Only	\$6.83	N/A	\$6.83	N/A	\$6.83	N/A	Fixed flat rate			
Employee & Spouse	\$9.84	N/A	\$9.84	N/A	\$9.84	N/A	Fixed flat rate			
Employee & Child(ren)	\$13.91	N/A	\$13.91	N/A	\$13.91	N/A	Fixed flat rate			
Full Family (EE, Sp & Child(ren))	\$16.92	N/A	\$16.92	N/A	\$16.92	N/A	Fixed flat rate			
Accidental Death & Dismemberment Insurance										
Amount of Employee Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$120,000	\$1.55	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage			
Amount of Employee Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$30,000	\$0.39	N/A	\$0.39	N/A	\$0.39	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$60,000	\$0.78	N/A	\$0.78	N/A	\$0.78	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$120,000	\$1.55	N/A	\$1.55	N/A	\$1.55	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$240,000	\$3.10	N/A	\$3.10	N/A	\$3.10	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$300,000	\$3.88	N/A	\$3.88	N/A	\$3.88	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$400,000	\$5.17	N/A	\$5.17	N/A	\$5.17	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$500,000	\$6.46	N/A	\$6.46	N/A	\$6.46	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$600,000	\$7.75	N/A	\$7.75	N/A	\$7.75	N/A	Flat rate per thousand of coverage			
Amount of Spouse Cov: \$700,000	\$9.05	N/A	\$9.05	N/A	\$9.05	N/A	Flat rate per thousand of coverage			
Amount of Child(ren) Cov: \$15,000	\$0.19	N/A	\$0.19	N/A	\$0.19	N/A	Flat rate per thousand of coverage			
Identity Theft Protection Plan										
Employee Only	\$2.19	\$4.75	\$2.19	\$4.75	\$2.19	\$4.75	Fixed flat rate			
Family (spouse + up to 10 depts)	\$3.58	\$7.75	\$3.58	\$7.75	\$3.58	\$7.75	Fixed flat rate			
Legal Plan										
Legal Plan	\$9.00	\$19.50	\$9.00	\$19.50	\$9.00	\$19.50	Fixed flat rate			
Legal Plan + triple bureau credit monitoring	\$10.11	\$21.90	\$10.11	\$21.90	\$10.11	\$21.90	Fixed flat rate			
*Enhanced Accident Insurance is the open plan offering, the previous Accident Insurance offering is a closed plan but there are still a number of employees enrolled in this plan. Contractor is responsible for ensuring separate (lower) premiums are withheld from employees enrolled in this plan and that the applicable lower plan coverages are applied. See also Schedule J Plan design.										
Critical Illness Pricing										
				Plan Year 1 through 3						
Death Benefit	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate						
\$10,000 GI	Employee	30	No	3.77**						
\$10,000 GI	Employee	40	No	5.37**						
\$10,000 GI	Employee	50	Yes	\$16.86						
\$20,000 Modified GI	Employee	30	No	\$6.54						
\$20,000 Modified GI	Employee	40	Yes	\$15.22						
\$20,000 Modified GI	Employee	50	No	\$17.82						
\$70,000 Additional Underwriting	Employee	30	Yes	\$26.44						
\$70,000 Additional Underwriting	Employee	40	Yes	\$50.75						
\$70,000 Additional Underwriting	Employee	50	No	\$59.88						
*Require an issue age plan with level premiums										
**Minimum Bi-weekly premium is \$6.00, which buys more than \$10,000 at ages 30 & 40. Age 30 - \$18,043, Age 40 - \$11,441										
Supplemental Term Life Insurance Pricing										
				Plan Year 1		Plan Year 2		Plan Year 3		Contractor's pricing methodology used to determine rate changes
Coverage Amount	Relationship	Age Band	Smoker	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	Employee Bi-weekly Rate	Retiree Monthly Rate	
\$700,000	Employee	40-44	Yes	\$91.11	N/A	\$91.11	N/A	\$91.11	N/A	based rates
\$700,000	Employee	40-44	No	\$32.31	N/A	\$32.31	N/A	\$32.31	N/A	based rates
\$400,000	Employee	30-34	Yes	\$22.34	N/A	\$22.34	N/A	\$22.34	N/A	based rates
\$50,000	Employee/Retiree	70-74	No	\$47.49	\$198.15	\$47.49	\$198.15	\$47.49	\$198.15	5 year attained age (age-band)
\$700,000	Spouse	50-54	Yes	n/a	n/a	n/a	n/a	n/a	n/a	based rates
\$500,000	Spouse	30-34	No	\$21.46	n/a	\$21.46	n/a	\$21.46	n/a	based rates
\$100,000	Spouse	25-29	No	\$4.02	n/a	\$4.02	n/a	\$4.02	n/a	based rates
\$25,000	Spouse	65-69	Yes	\$23.08	\$78.28	\$23.08	\$78.28	\$23.08	\$78.28	based rates
\$2,000	Child	N/A	No	\$0.27	\$0.58	\$0.27	\$0.58	\$0.27	\$0.58	based rates
\$6,000	Child	N/A	No	\$0.80	\$1.74	\$0.80	\$1.74	\$0.80	\$1.74	based rates
\$10,000	Child	N/A	No	\$1.34	\$2.90	\$1.34	\$2.90	\$1.34	\$2.90	based rates
Universal Life Insurance w/ LTC Plan Pricing										
				Plan Year 1 through 3						
Death Benefit (Includes LTC & built in riders)	Relationship	Issue Age*	Smoker	Employee Bi-weekly Rate						
\$25,000 GI	Employee	30	Yes	\$13.34						
\$25,000 GI	Employee	41	No	\$16.69						
\$25,000 GI	Employee	52	Yes	\$38.92						
\$50,000 GI	Employee	29	Yes	\$24.08						
\$50,000 GI	Employee	60	No	\$88.69						
\$50,000 GI	Employee	58	Yes	\$110.79						
\$75,000 GI	Employee	25	Yes	\$30.47						
\$75,000 GI	Employee	47	No	\$64.06						
\$75,000 GI	Employee	58	Yes	\$165.33						
\$100,000 Modified GI	Employee	32	Yes	\$52.39						
\$100,000 Modified GI	Employee	69	No	\$339.67						
\$100,000 Modified GI	Employee	55	Yes	\$179.75						
*Require an issue age plan with level premiums										
Group Auto & Home Insurance		Actual rates will vary by needs								
Discount Plan (must be free to participants)		Must be free to participants and paid for fully by Contractor								
Long-Term Care Insurance		Contractor must partner with LifeSecure for new enrollment offerings to employees - pricing determined by LifeSecure								

SCHEDULE E – CONTRACTOR HOSTED SOFTWARE AND SERVICES

1. Definitions. In addition to the definitions found in the Contract Terms, for the purposes of this Contract, the following terms have the following meanings:

“Authorized Users” means all Persons authorized by the State to access and use the Software under this Contract, subject to the maximum number of users specified in the applicable Statement of Work.

“Harmful Code” means any: (a) virus, trojan horse, worm, backdoor or other software or hardware devices the effect of which is to permit unauthorized access to, or to disable, erase, or otherwise harm, any computer, systems or software; or (b) time bomb, drop dead device, or other software or hardware device designed to disable a computer program automatically with the passage of time or under the positive control of any Person, or otherwise prevent, restrict or impede the State's or any Authorized User's use of such software.

“Hosted Services” means the hosting, management and operation of the Software and other services for remote electronic access and use by the State and its Authorized Users as described in one or more written, sequentially numbered, statements of work referencing this Contract, including all Specifications set forth in such statements of work, which, upon their execution will be attached as **Schedule A** to this Contract and by this reference are incorporated in and made a part of this Contract.

“Integration Testing” has the meaning set forth in **Section 4.2(c)**.

“Open-Source Components” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License, or other obligation, restriction or license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled.

“Open-Source License” has the meaning set forth in **Section 2.3**.

“Operating Environment” means, collectively, the platform, environment and conditions on, in or under which the Software is intended to be installed and operate, as set forth in the Statement of Work, including such structural, functional and other

features, conditions and components as hardware, operating software and system architecture and configuration.

“Service Error” means any failure of any Hosted Service to be Available or otherwise perform in accordance with this Schedule.

“Specifications” means the specifications for the Software set forth in the applicable Statement of Work and, to the extent consistent with and not limiting of the foregoing, the Documentation.

“State Materials” means all materials and information, including documents, data, know-how, ideas, methodologies, specifications, software, content and technology, in any form or media, directly or indirectly provided or made available to Contractor by or on behalf of the State in connection with this Contract.

“Support Services” means the Software maintenance and support services Contractor is required to or otherwise does provide to the State pursuant to this **Schedule E**.

“Technical Specification” means, with respect to any Software, the document setting forth the technical specifications for such Software and included in the Statement of Work.

“User Data” means all data, information and other content of any type and in any format, medium or form, whether audio, visual, digital, screen, GUI or other, that is input, uploaded to, placed into or collected, stored, processed, generated or output by any device, system or network by or on behalf of the State, including any and all works, inventions, data, analyses and other information and materials resulting from any use of the Software by or on behalf of the State under this Contract, except that User Data does not include the Software or data, information or content, including any GUI, audio, visual or digital or other display or output, that is generated automatically upon executing the Software without additional user input.

“Warranty Period” means the ninety (90) calendar-day period commencing on the date of the State's Acceptance of the Software.

2. Hosted Software License Grant and Source Code Escrow

2.1 Contractor License Grant. Contractor hereby grants to the State, exercisable by and through its Authorized Users, a nonexclusive, royalty-free, irrevocable (except as provided herein) right and license during the Term and such

additional periods, if any, as Contractor is required to perform Services under this Contract or any Statement of Work, to:

- (a) access and use the Hosted Services, including in operation with other software, hardware, systems, networks and services, for the State's business purposes, including for Processing State Data;
- (b) generate, print, copy, upload, download, store and otherwise Process all GUI, audio, visual, digital and other output, displays and other content as may result from any access to or use of the Hosted Services;
- (c) prepare, reproduce, print, download and use a reasonable number of copies of the Specifications and Documentation for any use of the Hosted Services under this Contract; and
- (d) Reserved.

2.2 License Restrictions. The State will not: (a) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make the Hosted Services available to any third party, except as expressly permitted by this Contract or in any Statement of Work; or (b) use or authorize the use of the Hosted Services or Documentation in any manner or for any purpose that is unlawful under applicable Law.

2.3 Reserved.

2.4 Open-Source Licenses. For Contractor Hosted Software only (and not for the provision of Software-as-a-Service), any use hereunder of Open-Source Components shall be governed by, and subject to, the terms and conditions of the applicable open-source license ("Open-Source License"). Contractor shall identify and describe in an exhibit to the Statement of Work each of the Approved Open-Source Components of the Software, and include an exhibit attaching all applicable Open-Source Software Licenses or identifying the URL where these licenses are publicly available.

2.5 Reserved.

3. Reserved.

4. Reserved.

5. Software and Service Warranties.

5.1 Contractor represents and warrants to the State that:

- (a) Contractor has, and throughout the Term and any additional periods during which Contractor does or is required to perform the Services, including Hosted Services, will have, the unconditional and irrevocable right, power and authority, including all permits and licenses required, to provide the Services and grant and perform all rights and licenses granted or required to be granted by it under this Contract;
- (b) neither Contractor's grant of the rights or licenses hereunder nor its performance of any Services or other obligations under this Contract does or at any time will: (i) conflict with or violate any applicable law, including any law relating to data privacy, data security or personal information; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration by the State or any Authorized User to any third party, and Contractor shall promptly notify the State in writing if it becomes aware of any change in any applicable law that would preclude Contractor's performance of its material obligations hereunder;
- (c) as accessed and used by the State or any Authorized User in accordance with this Contract and the Specifications, the Hosted Services, Documentation and all other Services and materials provided by Contractor under this Contract will not infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of any third party;
- (d) there is no settled, pending or, to Contractor's knowledge as of the Effective Date, threatened action, and it has not received any written, oral or other notice of any action (including in the form of any offer to obtain a license): (i) alleging that any access to or use of the Services, Hosted Services, or Software does or would infringe, misappropriate or otherwise violate any Intellectual Property Right of any third party; (ii) challenging Contractor's ownership of, or right to use or license, any software or other materials used or required to be used in connection with the performance or receipt of the Services, or alleging any adverse right, title or interest with respect thereto; or (iii) that, if decided unfavorably to Contractor, would reasonably be expected to have an actual or potential adverse effect on its ability to perform the Services, including Hosted Services, or its other obligations under this Contract, and it has no knowledge after reasonable investigation of any factual, legal or other reasonable basis for any such litigation, claim or proceeding;
- (e) Reserved.

- (f) Reserved.
- (g) the Contractor Systems and Services (including Hosted Services) are and will remain free of Harmful Code;
- (h) Contractor will not advertise through the Hosted Services (whether with adware, banners, buttons or other forms of online advertising) or link to external web sites that are not approved in writing by the State;
- (i) Contractor will perform all Services in a timely, professional and workmanlike manner with a level of care, skill, practice and judgment consistent with generally recognized industry standards and practices for similar services, using personnel with the requisite skill, experience and qualifications, and will devote adequate resources to meet Contractor's obligations (including the Availability Requirement and Support Service Level Requirements) under this Contract;
- (j) During the term of this Contract, any audit rights contained in any third-party software license agreement or end user license agreement for third-party software incorporated in or otherwise used in conjunction with the Services, will apply solely to Contractor's (or its subcontractors) facilities and systems that host the Services (including any disaster recovery site), and regardless of anything to the contrary contained in any third-party software license agreement or end user license agreement, third-party software providers will have no audit rights whatsoever against State systems or networks; and
- (k) Contractor acknowledges that the State cannot indemnify any third parties, including but not limited to any third-party software providers that provide software that will be incorporated in or otherwise used in conjunction with the Services, and that notwithstanding anything to the contrary contained in any third-party software license agreement or end user license agreement, the State will not indemnify any third party software provider for any reason whatsoever.

5.2 DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS CONTRACT, CONTRACTOR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER OR IN CONNECTION WITH THIS CONTRACT OR ANY SUBJECT MATTER HEREOF.

SCHEDULE F – DATA SECURITY REQUIREMENTS

1. Definitions. For purposes of this Schedule, the following terms have the meanings set forth below. All initial capitalized terms in this Schedule that are not defined in this **Schedule** shall have the respective meanings given to them in the Contract.

“Contractor Security Officer” has the meaning set forth in **Section 2** of this Schedule.

“FedRAMP” means the Federal Risk and Authorization Management Program, which is a federally approved risk management program that provides a standardized approach for assessing and monitoring the security of cloud products and services.

“FISMA” means the Federal Information Security Modernization Act of 2014 (Pub.L. No. 113-283 (Dec. 18, 2014.)).

“Hosted Provider” means any Permitted Subcontractor that is providing any or all of the Hosted Services under this Contract.

“NIST” means the National Institute of Standards and Technology.

“PCI” means the Payment Card Industry.

“PSP” or **“PSPs”** means the State’s IT Policies, Standards and Procedures

“SSAE” means Statement on Standards for Attestation Engagements.

“Security Accreditation Process” has the meaning set forth in **Section 6** of this Schedule.

2. Security Officer. Contractor will appoint a Contractor employee to respond to the State’s inquiries regarding the security of the Hosted Services who has sufficient knowledge of the security of the Hosted Services and the authority to act on behalf of Contractor in matters pertaining thereto (**“Contractor Security Officer”**).

3. Contractor Responsibilities. Contractor is responsible for establishing and maintaining a data privacy and information security program, including physical, technical, administrative, and organizational safeguards, that is designed to:

- (a) ensure the security and confidentiality of the State Data;
- (b) protect against any anticipated threats or hazards to the security or integrity of the State Data;

- (c) protect against unauthorized disclosure, access to, or use of the State Data;
- (d) ensure the proper disposal of any State Data in Contractor's or its subcontractor's possession; and
- (e) ensure that all Contractor Representatives comply with the foregoing.

The State has established Information Technology (IT) PSPs to protect IT resources under the authority outlined in the overarching State 1305.00 Enterprise IT Policy. In no case will the safeguards of Contractor's data privacy and information security program be less stringent than the safeguards used by the State, and Contractor must at all times comply with all applicable public and non-public State IT policies and standards, of which the publicly available ones are at https://www.michigan.gov/dtmb/0,5552,7-358-82547_56579_56755---,00.html.

4. Acceptable Use Policy. To the extent that Contractor has access to the State's IT environment, Contractor must comply with the State's Acceptable Use Policy, see https://www.michigan.gov/documents/dtmb/1340.00.01_Acceptable_Use_of_Information_Technology_Standard_458958_7.pdf. All Contractor Personnel will be required, in writing, to agree to the State's Acceptable Use Policy before accessing State systems. The State reserves the right to terminate Contractor's and/or subcontractor(s) or any Contractor Personnel's access to State systems if the State determines a violation has occurred.

5. Protection of the State's Information. Throughout the Term and at all times in connection with its actual or required performance of the Services, Contractor will:

5.1. If Hosted Services are provided by a Hosting Provider, ensure each Hosting Provider maintains FedRAMP authorization for all Hosted Services environments throughout the Term, and in the event a Hosting Provider is unable to maintain FedRAMP authorization, the State, at its sole discretion, may either a) require the Contractor to move the Software and State Data to an alternative Hosting Provider selected and approved by the State at Contractor's sole cost and expense without any increase in Fees, or b) immediately terminate this Contract for cause pursuant to **Section 15.1** of the Contract;

5.2. for Hosted Services provided by the Contractor, maintain either a FedRAMP authorization or an annual SSAE 18 SOC 2 Type II audit based on State required NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.3. ensure that the Software and State Data is securely hosted, supported, administered, accessed, and backed up in a data center(s) that resides in the continental United States, and minimally meets Uptime Institute Tier 3 standards (www.uptimeinstitute.com), or its equivalent;

5.4. maintain and enforce an information security program including safety and physical and technical security policies and procedures with respect to its Processing of the State Data that complies with the requirements of the State's data security policies as set forth in this Contract, and must, at a minimum, remain compliant with FISMA and NIST Special Publication 800-53 MOD Controls using identified controls and minimum values as established in applicable State PSPs;

5.5. provide technical and organizational safeguards against accidental, unlawful or unauthorized access to or use, destruction, loss, alteration, disclosure, encryption, transfer, commingling or processing of such information that ensure a level of security appropriate to the risks presented by the processing of State Data and the nature of such State Data, consistent with best industry practice and applicable standards (including, but not limited to, compliance with FISMA, NIST, CMS, IRS, FBI, SSA, HIPAA, FERPA and PCI requirements as applicable);

5.6. take all reasonable measures to:

- (a) secure and defend all locations, equipment, systems and other materials and facilities employed in connection with the Services against "hackers" and others who may seek, without authorization, to disrupt, damage, modify, access or otherwise use Contractor Systems or the information found therein; and
- (b) prevent (i) the State and its Authorized Users from having access to the data of other customers or such other customer's users of the Services; (ii) State Data from being commingled with or contaminated by the data of other customers or their users of the Services; and (iii) unauthorized access to any of the State Data;

5.7. ensure that State Data is encrypted in transit and at rest using FIPS validated AES encryption modules and a key size of 128 bits or higher;

5.8. ensure the Hosted Services support Identity Federation/Single Sign-on (SSO) capabilities using Security Assertion Markup Language (SAML), Open Authentication (OAuth) or comparable State approved mechanisms;

5.9. ensure the Hosted Services implements NIST compliant multi-factor authentication for privileged/administrative and other identified access.

6. Security Accreditation Process. Throughout the Term, Contractor will assist the State, at no additional cost, with its **Security Accreditation Process**, which includes the development, completion and on-going maintenance of a system security plan (SSP) using the State's automated governance, risk and compliance (GRC) platform, which requires Contractor to submit evidence, upon request from the State, in order to

validate Contractor's security controls within two weeks of the State's request. On an annual basis, or as otherwise required by the State such as for significant changes, re-assessment of the system's controls will be required to receive and maintain authority to operate (ATO). All identified risks from the SSP will be remediated through a Plan of Action and Milestones (POAM) process with remediation time frames based on the risk level of the identified risk. For all findings associated with the Contractor's solution, at no additional cost, Contractor will be required to create or assist with the creation of State approved POAMs and perform related remediation activities. The State will make any decisions on acceptable risk, Contractor may request risk acceptance, supported by compensating controls, however only the State may formally accept risk. Failure to comply with this section will be deemed a material breach of the Contract.

7. Unauthorized Access. Contractor may not access, and shall not permit any access to, State systems, in whole or in part, whether through the Hosted Services or otherwise, without the State's express prior written authorization. Such authorization may be revoked by the State in writing at any time in its sole discretion. Any access to State systems must be solely in accordance with the Contract and this Schedule, and in no case exceed the scope of the State's authorization pursuant to this Section. All State-authorized connectivity or attempted connectivity to State systems shall be only through the State's security gateways and firewalls and in compliance with the State's security policies set forth in the Contract as the same may be supplemented or amended by the State and provided to Contractor from time to time.

8. Security Audits.

8.1. During the Term, Contractor will maintain complete and accurate records of its data protection practices, IT security controls, and the security logs relating to State Data, including but not limited to any backup, disaster recovery or other policies, practices or procedures relating to the State Data and any other information relevant to its compliance with this Contract.

8.2. Without limiting any other audit rights of the State, the State has the right to review Contractor's data privacy and information security program prior to the commencement of Services and from time to time during the term of this Contract. The State, at its own expense, is entitled to perform, or to have performed, an on-site audit of Contractor's data privacy and information security program. If the State chooses to perform an on-site audit, Contractor will, make all such records, appropriate personnel and relevant materials available during normal business hours for inspection and audit by the State or an independent data security expert that is reasonably acceptable to Contractor, provided that the State: (i) gives Contractor at least five (5) Business Days prior notice of any such audit; (ii) undertakes such audit no more than once per calendar year, except for good cause shown; and (iii) conducts or causes to be conducted such audit in a manner designed to minimize

disruption of Contractor's normal business operations and that complies with the terms and conditions of all data confidentiality, ownership, privacy, security and restricted use provisions of the Contract. The State may, but is not obligated to, perform such security audits, which shall, at the State's option and request, include penetration and security tests, of any and all Hosted Services and their housing facilities and operating environments.

8.3. During the Term, Contractor will, when requested by the State, provide a copy of Contractor's or Hosting Provider's FedRAMP System Security Plan(s) or SOC 2 Type 2 report(s) to the State within two weeks of the State's request. The System Security Plan and SSAE audit reports will be recognized as Contractor's Confidential Information.

8.4. With respect to State Data, Contractor must implement any required safeguards as identified by the State or by any audit of Contractor's data privacy and information security program.

8.5. The State reserves the right, at its sole election, to immediately terminate this Contract or a Statement of Work without limitation and without liability if the State determines that Contractor fails or has failed to meet its obligations under this

Section 8.

9. Application Scanning. During the Term, Contractor must, at its sole cost and expense, scan all Contractor provided applications, and must analyze, remediate and validate all vulnerabilities identified by the scans as required by the State Secure Web Application and other applicable PSPs.

Contractor's application scanning and remediation must include each of the following types of scans and activities:

9.1. Dynamic Application Security Testing (DAST) – Scanning interactive application for vulnerabilities, analysis, remediation, and validation (may include Interactive Application Security Testing (IAST)).

- (a) Contractor must either a) grant the State the right to dynamically scan a deployed version of the Software; or b) in lieu of the State performing the scan, Contractor must dynamically scan a deployed version of the Software using a State approved application scanning tool, and provide the State a vulnerabilities assessment after Contractor has completed such scan. These scans and assessments i) must be completed and provided to the State quarterly (dates to be provided by the State) and for each major release; and ii) scans must be completed in a non-production environment with verifiable matching source code and supporting infrastructure configurations or the actual production environment.

9.2. Static Application Security Testing (SAST) - Scanning Source Code for vulnerabilities, analysis, remediation, and validation.

- (a) For Contractor provided applications, Contractor, at its sole expense, must provide resources to complete static application source code scanning, including the analysis, remediation and validation of vulnerabilities identified by application Source Code scans. These scans must be completed for all Source Code initially, for all updated Source Code, and for all Source Code for each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans.

9.3. Software Composition Analysis (SCA) – Third Party and/or Open Source Scanning for vulnerabilities, analysis, remediation, and validation.

- (a) For Software that includes third party and open source software, all included third party and open source software must be documented and the source supplier must be monitored by the Contractor for notification of identified vulnerabilities and remediation. SCA scans may be included as part of SAST and DAST scanning or employ the use of an SCA tool to meet the scanning requirements. These scans must be completed for all third party and open source software initially, for all updated third party and open source software, and for all third party and open source software in each major release and Contractor must provide the State a vulnerability assessment after Contractor has completed the required scans if not provided as part of SAST and/or DAST reporting.

9.4. In addition, application scanning and remediation may include the following types of scans and activities if required by regulatory or industry requirements, data classification or otherwise identified by the State.

- (a) If provided as part of the solution, all native mobile application software must meet these scanning requirements including any interaction with an application programming interface (API).
- (b) Penetration Testing – Simulated attack on the application and infrastructure to identify security weaknesses.

10. Infrastructure Scanning.

10.1. For Hosted Services, Contractor must ensure the infrastructure and applications are scanned using an approved scanning tool (Qualys, Tenable, or other PCI Approved Vulnerability Scanning Tool) at least monthly and provide the scan's assessments to the State in a format that is specified by the State and used

to track the remediation. Contractor will ensure the remediation of issues identified in the scan according to the remediation time requirements documented in the State's PSPs.

11. Nonexclusive Remedy for Security Breach.

11.1. Any failure of the Services to meet the requirements of this Schedule with respect to the security of any State Data or other Confidential Information of the State, including any related backup, disaster recovery or other policies, practices or procedures, is a material breach of the Contract for which the State, at its option, may terminate the Contract immediately upon written notice to Contractor without any notice or cure period, and Contractor must promptly reimburse to the State any Fees prepaid by the State prorated to the date of such termination.

EXHIBIT 1 TO SCHEDULE F – CONTRACTOR’S DISASTER RECOVERY PLAN

Contractor has provided the State with a copy of its Disaster Recovery Plan (DR Plan), which is incorporated herein by reference. The DR Plan is statutorily exempt from disclosure through FOIA request for security reasons.

SCHEDULE K FILE LAYOUTS

Select the links below to review each document.

Civil Service Commission (CSC)

CSC File Layouts

- [Weekly Eligibility File Layout](#)
- [Annual Open Enrollment File Layout](#)
 - [SSN Output File Layout](#)
 - [SSN Input File Layout](#)
 - [Annual Open Enrollment Protocol](#)

Office of Retirement Services (ORS)

ORS File Layouts

- [Change File \(from Contractor to ORS\)](#)
- [Payment File \(from ORS to Contractor\)](#)
- [Eligibility File \(from ORS to Contractor\)](#)

Department of Technology Management and Budget (DTMB) – Payroll

- [Deduction Remittance File Layout \(from DTMB-Payroll to Contractor\)](#)
- [Employee Deduction File Layout \(from Contractor to DTMB-Payroll\)](#)

SCHEDULE K FILE LAYOUTS

CSC Weekly Eligibility File Layout

FILE DESCRIPTION		DATE 08/12/2019	PAGE
USER FILE NAME ELIGIBILITY FILE		RECORD HEADER	
DEPARTMENT MANAGEMENT & BUDGET	OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D01	FILE MEDIA DISK	RECORD SIZE 534	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS	
FROM	THRU	DESCRIPTION	FORMAT
	1	TRANSACTION CODE	X(1) "H"
2	8	CUSTOMER NUMBER	9(7) 4081
9	16	FILE CREATION DATE	9(8) CCYYMMDD
17	534	FILLER	X(518)
		LENGTH	
			1
			7
			8
			518

FILE DESCRIPTION		DATE 08/12/2019	PAGE
USER FILE NAME ELIGIBILITY FILE		RECORD DETAIL	
DEPARTMENT MANAGEMENT & BUDGET	OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D01	FILE MEDIA DISK	RECORD SIZE 534	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS	
FROM	THRU	DESCRIPTION	FORMAT
1	1	TRANSACTION CODE	X(1) "D"
2	8	CUSTOMER NUMBER	9(7) 4081
9	16	EMPLOYEE BIRTHDATE	9(8) CCYYMMDD
17	25	EMPLOYEE ID#	X(9)
26	55	EMPLOYEE LAST NAME	X(30)
56	70	EMPLOYEE FIRST NAME	X(15)
71	71	EMPLOYEE MIDDLE INITIAL	X(1)
		LENGTH	
			1
			7
			8
			9
			30
			15
			1

SCHEDULE K FILE LAYOUTS

72	79	EMPLOYMENT DATE	9(8) CCYYMMDD	8
80	81	COUNTRY CODE	X(2)	2
82	138	ADDRESS LINE 1	X(57)	57
139	168	ADDRESS LINE 2	X(30)	30
169	198	ADDRESS LINE 3	X(30)	30
199	228	ADDRESS LINE 4	X(30)	30
229	258	CITY	X(30)	30
259	260	STATE	X(2)	2
261	270	ZIP CODE	X(10)	10
271	271	SALARY CLASS ("H" FOR HOURLY, "S" FOR SALARY)	X	1
272	279	NBR FTE	9(5)V999	8
280	283	ANNUAL HOURS	9(4)	4
284	296	BASE PAY RATE	9(9)V9(4)	13
297	326	PROCESS LEVEL NAME	X(30)	30
327	356	LOCATION DESCRIPTION	X(30)	30
357	386	LOCATION ADDR1	X(30)	30
387	416	LOCATION ADDR2	X(30)	30
417	446	LOCATION ADDR3	X(30)	30
447	476	LOCATION ADDR4	X(30)	30
477	494	LOCATION CITY	X(18)	18
495	496	LOCATION STATE	XX	2
497	506	LOCATION ZIP	X(10)	10
507	508	LOCATION COUNTRY CODE	XX	2
509	509	GENDER	X	1
510	511	EMP STATUS	XX	2
512	519	STATUS EFF DATE	9(8) CCYYMMDD	8
520	529	LOCATION CODE	X(10)	10
530	534	PROCESS LEVEL	X(5)	5

SCHEDULE K FILE LAYOUTS

FILE DESCRIPTION		DATE 08/12/2019	PAGE
USER FILE NAME ELIGIBILITY FILE		RECORD TRAILER	
DEPARTMENT MANAGEMENT & BUDGET	OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D01	FILE MEDIA DISK	RECORD SIZE 534	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS	
FROM	THRU	DESCRIPTION	FORMAT
1	1	TRANSACTION CODE	X(1) "T"
2	8	CUSTOMER NUMBER	9(7) 4081
9	16	TOTAL RECORD COUNT	9(8)
17	534	FILLER	X(518)

File Info:

- File Name: ZH609D01
- Transfer Method: FTP
- Encryption Used: PGP

Notes:

- This is a fixed width file.
- This file is used to update employee statuses and eligibility.
- EMP Status
 - AA Full Time (Classified)
 - AB Part Time (Classified)
 - AC Permanent Intermittent (Class)
 - AD Limited Term (Full/Part Class)
 - AE Seasonal (Classified)
 - AF Unclassified
 - AP Workers Compensation
 - AQ Noncareer / Per Diem
 - AR Special Personal Services-SPS
 - CA LOA-Pending last pay
 - CB Layoff - pending
 - CF Retirement Pending
 - CG Death - pending final pay
 - CH Departure, other pending
 - EA Leave of absence - final
 - EB Layoff - final
 - GA Waived Rights - final
 - GB Departure - final

SCHEDULE K FILE LAYOUTS

- GQ Retirement - final
- IA Inactive
- Process Level
 - Senate Code = 0311, 0312, 0313
 - House Code = 0314, 0315, 0316

CSC Annual Open Enrollment File Layout

FILE DESCRIPTION				DATE 8/12/2019	PAGE
USER FILE NAME ANNUAL ENROLLMENT			RECORD HEADER		
DEPARTMENT MANAGEMENT & BUDGET		OFFICE MAIN		DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D02		FILE MEDIA DISK		RECORD SIZE 347	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE		REMARKS	
FROM	THRU	DESCRIPTION	FORMAT		LENGTH
1	1	TRANSACTION CODE	X(01) "H"		1
2	8	CUSTOMER NUMBER	9(07) 0004081		7
9	16	FILE CREATION DATE	9(08) CCYYMMDD		8
17	347	FILLER	X(343)		331

FILE DESCRIPTION				DATE 8/12/2019	PAGE
USER FILE NAME ANNUAL ENROLLMENT			RECORD DETAIL		
DEPARTMENT MANAGEMENT & BUDGET		OFFICE MAIN		DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D02		FILE MEDIA DISK		RECORD SIZE 347	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE		REMARKS	
FROM	THRU	DESCRIPTION	FORMAT		LENGTH
1	1	TRANSACTION CODE	X(01) "D"		1
2	8	CUSTOMER NUMBER	9(07) 4081		7

SCHEDULE K FILE LAYOUTS

9	13	PROCESS LEVEL	X(05)	5
14	43	PROCESS LEVEL DESCRIPTION	X(30)	30
44	73	EMPLOYEE LAST NAME	X(30)	30
74	88	EMPLOYEE FIRST NAME	X(15)	15
89	89	EMPLOYEE MIDDLE INITIAL	X(01)	1
90	93	EMPLOYEE SSN (LAST FOUR)	X(04)	4
94	102	EMPLOYEE ID NUMBER	X(09)	9
103	159	ADDRESS LINE 1	X(57)	57
160	189	ADDRESS LINE 2	X(30)	30
190	219	ADDRESS LINE 3	X(30)	30
220	249	ADDRESS LINE 4	X(30)	30
250	279	CITY	X(30)	30
280	281	STATE	X(2)	2
282	291	ZIP CODE	X(10)	10
292	299	EMPLOYEE BIRTHDATE	9(08) CCYYMMDD	8
300	300	GENDER	X(01)	1
301	313	ANNUAL SALARY	9(9)V9(4)	13
314	317	ANNUAL HOURS	9(04)	4
318	330	BASE PAY RATE	9(9)V9(4)	13
331	331	SALARY CLASS ("H" FOR HOURLY, "S" FOR SALARY)	X(01)	1
332	339	NBR FTE	9(5)V999	8
340	347	EMPLOYEE HIRE DATE	9(08) CCYYMMDD	8

FILE DESCRIPTION

DATE 8/12/2019		PAGE 6	
USER FILE NAME ANNUAL ENROLLMENT		RECORD TRAILER	
DEPARTMENT MANAGEMENT & BUDGET	OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER ZH609D02	FILE MEDIA DISK	RECORD SIZE 347	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS	
FROM	THRU	DESCRIPTION	LENGTH

SCHEDULE K FILE LAYOUTS

1	1	TRANSACTION CODE	X(1) "T"	1
2	8	CUSTOMER NUMBER	9(7) 0004081	7
9	16	TOTAL RECORD COUNT	9(8)	8
17	347	FILLER	X(343)	331

SSN Output File Layout

FILE DESCRIPTION			DATE 08/05/2002	PAGE
USER FILE NAME Output File with Full SSN		RECORD		
DEPARTMENT CIVIL SERVICE	DIVISION	SECTION MAIN-HRS (HRMN)		
FILE IDENTIFIER ZH909D01	FILE MEDIA	RECORD SIZE Varies		
FILE ORGANIZATION <input checked="" type="checkbox"/> CSV <input type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS		
FROM	THRU	DESCRIPTION	FORMAT	LENGTH
		NAME	ALPHA	30
		LAST-4-SSN	NUMERIC	4
		EMP-ID	NUMERIC	9
		DOB	MM/DD/YYYY	10
		FULL-SSN	ALPHA	11
		VOLADD-ELECTED	ALPHA	1
		VOLVTL-ELECTED	ALPHA	1
		ACCIDENT-ELECTED	ALPHA	1
		LEGAL-ELECTED	ALPHA	1
		CRITICAL-ELECTED	ALPHA	1
		UNIVERSAL-ELECTED	ALPHA	1

SCHEDULE K FILE LAYOUTS

		IDTHEFT-ELECTED	ALPHA	1
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SSN Input File Layout

FILE DESCRIPTION			DATE 08/05/2002	PAGE
USER FILE NAME Input File for SSN		RECORD		
DEPARTMENT CIVIL SERVICE		DIVISION	SECTION MAIN-HRS (HRMN)	
FILE IDENTIFIER ZH909N01		FILE MEDIA	RECORD SIZE Varies	
FILE ORGANIZATION <input checked="" type="checkbox"/> CSV <input type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE	REMARKS	
FROM	THRU	DESCRIPTION	FORMAT	LENGTH
		NAME	ALPHA	30
		LAST-4-SSN	NUMERIC	4
		EMP-ID	NUMERIC	9
		DOB	MM/DD/YYYY	10
		FULL-SSN	ALPHA	11
		VOLADD-ELECTED	ALPHA	1
		VOLVTL-ELECTED	ALPHA	1
		ACCIDENT- ELECTED	ALPHA	1
		LEGAL-ELECTED	ALPHA	1

SCHEDULE K FILE LAYOUTS

		CRITICAL-ELECTED	ALPHA	1
		UNIVERSAL-ELECTED	ALPHA	1
		IDTHEFT-ELECTED	ALPHA	1

Annual Open Enrollment Protocol

- The State sends the annual enrollment eligibility file weekly to Contractor.
 - File includes last four digits of SSN
 - Employee full SSN cannot be used to validate enrollment and may not be displayed in the enrollment platform
- Post enrollment carrier SSN file is created and sent to the State for only those employees that enrolled in a voluntary benefit plan.
 - The State returns the updated file. The complete file may not be sent in full to any one voluntary benefit carrier; carriers may only receive SSN data for their enrollees.
- Post enrollment deduction file sent to the State.
 - Enrollment files sent 2-4 weeks (depending on plan type) post enrollment. All plans & policies must be claim-ready upon the first deduction date post annual open enrollment.
- Carrier systems must be updated at all times to maintain the ability to field calls from employees regarding current, past and future deductions.

SCHEDULE K FILE LAYOUTS

ORS File Layouts

Change File (from Contractor to ORS) - File Name: SOMRetirees(4986).txt

- Header Record Layout:

Field Names	Format
File Date	
Change Type	
SSN	
First Name	
Last Name	
Plan_ID	
Deduction Type	
Deduction Amount	
Products Elected	

- Detail Record Layout:

Field Names	Format
-------------	--------

SCHEDULE K FILE LAYOUTS

File Date	YYYYMMDD
Change Type	A for Add C for Change D for Delete
SSN	000000000
First Name	
Last Name	
Plan_ID	
Deduction Type	BFL for Benefits for Life LTC for the Long-Term Care
Deduction Amount	0.00
Products Elected	Descriptor for products

- **File Date:** The date the file was generated by vendor in yyymmdd format.
- **Change Type:** The type of change that needs to be completed for the retiree for long term care or benefits for life.
 - A = New Add, C = Change to deduction amount, D = Deletion of deduction.
- **SSN:** The SSN of the retiree who needs an add, change, or deletion processed.
- **First Name:** The First Name of the retiree who needs an add, change, or deletion processed.
- **Last Name:** The Last Name of the retiree who needs an add, change, or deletion processed.
- **Plan ID:** The retirement system indicator of the retiree who needs an add, change, or deletion processed.
 - 1=State Employees Retirement System (SERS).
 - 2 = Michigan Public School Employees Retirement System (MPERS).
 - 3 = State Police Retirement System (SPRS).
 - 4= Judges Retirement System (JRS).
- **Deduction Amount:** The amount to be deducted for long term care or benefits for life deduction. If sending a deletion (D) this amount should be \$0.00.
- **Products Elected:** The particular products elected by the member (i.e. ETL, STL, 004, HA, HA, LGL, etc.) For long term care deductions report name of carrier.

Transfer Method: FTP

SCHEDULE K FILE LAYOUTS

Payment File (from ORS to Contractor) - File Name: VENDOR.txt

- Header Record Layout:

Field Names	Format
SSN	
First Name	
Last Name	
System Name	
Bank ID	
Vendor Name	
Retirement Type	
Pension Deduction Amount	
415 Deduction Amount	
State Subsidy Amount	
Vendor Amount	
COBRA Amount	
Pays Us Amount	
Date Created	
Created By	

- Detail Record Layout:

Field Names	Format
SSN	000000000S
First Name	
Last Name	
System Name	JRS MPSERS SERS SPRS
Bank ID	006 or 007
Vendor Name	Trustmark Voluntary Benefit Solutions
Retirement Type	DR SB SR
Pension Deduction Amount	0.00
415 Deduction Amount	0.00
State Subsidy Amount	0.00
Vendor Amount	0.00
COBRA Amount	0.00
Pays Us Amount	0.00

SCHEDULE K FILE LAYOUTS

Date Created	MMDDYYYY
Created By	Monthly Payroll Run

- **SSN:** The SSN of the individual receiving a long-term care or benefits for life deduction
- **First Name:** The First Name of the individual receiving a long-term care or benefits for life deduction.
- **Last Name:** The Last Name of the individual receiving a long-term care or benefits for life deduction.
- **System Name:** The retirement system of the individual receiving a long-term care or benefits for life deduction.
- **Bank ID:** Not used.
- **Vendor Name:** The name of the Vendor where deduction is occurring.
- **Retirement Type:** Not used.
- **Pension Deduction:** The amount the member was charged for long term care or benefits for life deduction.
- **415 Deduction:** Not used.
- **State Subsidy:** Not used.
- **Vendor Amount:** The amount paid to the vendor for the long-term care or benefits for life deduction.
- **COBRA Amount:** Not used.
- **PAYS US Amount:** Not used.
- **Date Created:** The date the transaction was created.
- **Created by:** Indicates how the deduction was created, either by Monthly Payroll or daily payroll.

Transfer Method: FTP

Eligibility File (from ORS to Contractor) - File Name: ELIGIBLE.txt

- Detail Record Layout:

Field Names	Format
SSN	000000000
SSN Type	OWNR
SSN	000000000

SCHEDULE K FILE LAYOUTS

First Name	
Last Name	
Birth Date	YYYY-MM-DD
Address 1	
Address 2	
Address 3	
City	
State	
Zip Code	
Filler	
Filler	
Country	
Hire Date	
System Name	
Plan ID	

- **RecipientSSN:** The SSN of the recipient.
- **reIn_typ_cd:** The relationship type of the recipient (OWNER).
- **OwnerSSN:** The SSN of the contract owner.
- **fst_nm:** The first name of the recipient.
- **last_nm:** The last name of the recipient.
- **brth_dt:** The birth date of the recipient.
- **addr_ln1_nm:** The address line 1 of the recipient.
- **addr_ln2_nm:** The address line 2 of the recipient (if exists).
- **addr_ln3_nm:** The address line 3 of the recipient (if exists).
- **city_nm:** The city the recipient resides.
- **st_cd:** The state the recipient resides.
- **zip_cd:** The zip code the recipient resides.
- **frgn_post_cd:** The postal code the recipient resides (if exists).
- **frgn_prov_nm:** The province the recipient resides (if exists).
- **ctry_cd:** The country the recipient resides.
- **rcpnt_stat_cd:** The retirement status of the recipient.
- **rtrmt_dt:** The retirement date of the recipient.

SCHEDULE K FILE LAYOUTS

- **beneStruct:** The benefit structure of the recipient.
- **Plan_Id:** The plan ID of the recipient (1=SERS).
- **acct_stat_cli_cd:** The account status of the recipient.
- **acct_stat_cli_dsc:** The retirement type of the recipient.

Transfer Method: FTP

Deduction Remittance File Layout (from DTMB-Payroll to Contractor)

FILE DESCRIPTION		DATE	PAGE
		10/10/05	
USER FILE NAME	RECORD		
DEDUCTION REMITTANCE FILE	HEADER		

SCHEDULE K FILE LAYOUTS

DEPARTMENT MANAGEMENT & BUDGET		OFFICE MAIN		DIVISION HRS (HRMN)	
FILE IDENTIFIER ZR124Dxx		FILE MEDIA DISK		RECORD SIZE 169	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE		REMARKS File name varies with the Vendor.	
FROM	THRU	DESCRIPTION		FORMAT	LENGTH
1	1	RECORD TYPE		X(1) "H"	1
2	9	PAYCHECK DATE		9(8) CCYYMMDD	8
10	11	PP NO		99	2
12	19	PP START DATE		9(8) CCYYMMDD	8
20	27	PP END DATE		9(8) CCYYMMDD	8
28	35	FILE CREATION DATE		9(8) CCYYMMDD	8
36	39	COMPANY		9(4)	4
40	48	VENDOR		X(9)	9
49	78	VENDOR ADDR1		X(30)	30
79	98	CUSTOMER CODE		X(20)	20
99	103	PROGRAM		X(5) VALUE "ZR124"	5
104	169	FILLER - SPACES		X(66)	66

FILE DESCRIPTION				DATE 10/10/05	PAGE
USER FILE NAME DEDUCTION REMITTANCE FILE		RECORD DETAIL			
DEPARTMENT MANAGEMENT & BUDGET		OFFICE MAIN		DIVISION HRS (HRMN)	
FILE IDENTIFIER ZR124Dxx		FILE MEDIA DISK		RECORD SIZE 169	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE		REMARKS File name varies with the Vendor.	
FROM	THRU	DESCRIPTION		FORMAT	LENGTH
1	1	RECORD TYPE		X(1) "D"	1
2	10	EMPLOYEE		9(9)	9
11	19	SSN		9(9)	9
20	49	LAST-NAME		X(30)	30

SCHEDULE K FILE LAYOUTS

50	64	FIRST-NAME	X(15)	15
65	65	MIDDLE-INIT	X	1
66	69	NAME-SUFFIX	X(4)	4
70	99	LAST-NAME-PRE	X(30)	30
100	104	PROCESS-LEVEL	X(5)	5
105	108	CODE	X(4)	4
109	110	COV-OPTION	99	2
111	130	CASE-CONTRACT-NUMBER	X(20)	20
131	139	EMPLOYEE-SHARE	S9(7)V99	9
140	148	STATE-SHARE	S9(7)V99	9
149	157	TOTAL-DED-AMT	S9(7)V99	9
158	159	PLAN-TYPE	XX	2
160	169	TAX-ID-CODE	X(10)	10

FILE DESCRIPTION		DATE 10/10/05	PAGE
USER FILE NAME DEDUCTION REMITTANCE FILE		RECORD TRAILER	
DEPARTMENT MANAGEMENT & BUDGET	OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER ZR124Dxx	FILE MEDIA DISK	RECORD SIZE 169	
FILE ORGANIZATION <input type="checkbox"/> CSV <input checked="" type="checkbox"/> FIXED <input type="checkbox"/> OTHER	SEQUENCE	REMARKS File name varies with the Vendor.	
FROM	THRU	DESCRIPTION	FORMAT
1	1	RECORD TYPE	X(1) "T"
2	11	TOTAL RECORD COUNT	9(10)
12	24	TOTAL DOLLAR AMOUNT	S9(11)V99
25	169	FILLER - SPACES	X(145)
		LENGTH	

SCHEDULE K FILE LAYOUTS

Employee Deduction File Layout (from Contractor to DTMB-Payroll)

FILE DESCRIPTION			DATE 12/16/2019	PAGE
USER FILE NAME EMPLOYEE PAYROLL DEDUCTION UPDATE for 10x (DEDLOADCSV)		RECORD		
DEPARTMENT MANAGEMENT & BUDGET		OFFICE MAIN	DIVISION HRS (HRMN)	
FILE IDENTIFIER XR514N		FILE MEDIA DISK (CSV)	RECORD SIZE 1013	
FILE ORGANIZATION <input checked="" type="checkbox"/> CSV <input type="checkbox"/> FIXED <input type="checkbox"/> OTHER		SEQUENCE COMPANY, EMPLOYEE	REMARKS CSV FILE USING THE PIPE AS THE SEPARATOR.	
FROM	THRU	DESCRIPTION	FORMAT	LENGTH
		EDM-FC (A,C)	X(1)	
		EDM-COMPANY	9(4)	
		EDM-EMPLOYEE	9(9)	
		PEG-CASE-NUMBER	X(20)	
		PEG-FILE-NUMBER	X(15)	
		PEG-DESC	X(30)	
		EDM-DED-CODE	X(4)	
		EDM-DED-SEQ-NBR	9(4)	
		PEG-ARR-DED-CODE	X(4)	
		PEG-ARR-SEQ-NBR	9(4)	
		PEG-GARN-OBJ-ID	9(12)	
		EDM-NEXT-AMOUNT	9(9)V9(4)	
		EDM-AMOUNT2	9(9)V9(4)	
		EDM-EXCLUDE-AMT	9(9)V9(4)S	
		EDM-BALANCE-TYPE	X(1)	
		EDM-BALANCE-AMT	9(11)V9(2)S	
		EDM-DED-PRIORITY	X(1)	
		EDM-EFFECT-DATE (CCYYMMDD)	YYYYMMDD	
		EDM-END-DATE (CCYYMMDD)	YYYYMMDD	
		EDM-ARREARS	X(1)	
		EDM-PCT-MATCHED	9(3)V9(2)	
		EDM-MONTHLY-LIMIT	9(9)V9(2)	

SCHEDULE K FILE LAYOUTS

		EDM-PAY-PRD-LIMIT	9(9)V9(2)	
		EDM-RES-CODE	X(1)	
		EDM-MARITAL-STATUS	9(2)	
		EDM-EXEMPTIONS	9(5)	
		EDM-EXEMPT-AMOUNT	9(7)V9(2)	
		EDM-CERT-CODE	9(1)	
		EDM-PERS-EXEMPTS	9(1)	
		EDM-DEPEND-EXEMPTS	9(5)	
		EDM-ADDL-EXEMPTS	9(5)	
		EDM-ADDL-EXEMP-AMT	9(7)V9(2)	
		EDM-ADDL-TAX-CODE	9(2)	
		EDM-ADDL-RATE	9(5)V9(4)	
		EDM-ADDL-AMOUNT	9(7)V9(2)	
		EDM-ADDL-STD-DED	9(1)	
		EDM-EXP-DIST-CO	9(4)	
		EDM-EXP-ACCT-UNIT	X(15)	
		EDM-EXP-ACCOUNT	9(6)	
		EDM-EXP-SUB-ACCT	9(4)	
		EDM-ACR-DIST-CO	9(4)	
		EDM-ACR-ACCT-UNIT	X(15)	
		EDM-ACR-ACCOUNT	9(6)	
		EDM-ACR-SUB-ACCT	9(4)	
		EDM-DED-CYCLE1	X(1)	
		EDM-DED-CYCLE2	X(1)	
		EDM-DED-CYCLE3	X(1)	
		EDM-DED-CYCLE4	X(1)	
		EDM-DED-CYCLE5	X(1)	
		EDM-DED-CYCLE6	X(1)	
		EDM-DED-CYCLE7	X(1)	
		EDM-DED-CYCLE8	X(1)	
		EDM-DED-CYCLE9	X(1)	
		EDM-DED-ORDER	9(1)	
		EDM-FORMULA-NUMBER	9(2)	

SCHEDULE K FILE LAYOUTS

		EDM-FILING-STATUS	9(1)	
		EDM-LEVY-EXEMPTS	9(2)	
		EDM-LEVY-YEAR	9(4)	
		EDM-SUB-PRIORITY	9(2)	
		PEG-TAX-ID-CODE	X(10)	
		PEG-TYPE	X(2)	
		PEG-VENDOR	X(9)	
		PEG-ORIG-BALANCE	9(11)V9(2)	
		PEG-NUM-OF-DEP	9(2)	
		PEG-HEAD-OF-FAM	X(1)	
		PEG-ARR-ORIG-BAL	9(11)V9(2)	
		PEG-OVER12-WEEKS	X(1)	
		PEG-ARR-ADD-PCT	9(3)V9(2)	
		PEG-ARR-NEXT-AMT	9(9)V9(4)	
		PEG-ARR-AMOUNT2	9(9)V9(4)	
		PEG-ARR-EXCL-AMT	9(9)V9(4)S	
		PEG-ARR-BAL-AMT	9(9)V9(4)	
		PEG-ARR-BAL-TYPE	X(1)	
		PEG-FEES-OVERRIDE	X(1)	
		PEG-FEES-NEXT-AMT	9(9)V9(4)	
		PEG-EXEM-FORM	X(2)	
		PEG-RATE-X-FED-MIN	9(3)	
		PEG-FACTOR1	9(5)V9(2)	
		PEG-FACTOR2	9(5)V9(2)	
		PEG-FACTOR3	9(5)V9(2)	
		PEG-FACTOR4	9(5)V9(2)	
		PEG-SND-FAMILY	X(1)	
		PEG-SND-FAM-YES	9(3)V9(2)	
		PEG-SND-FAM-NO	9(3)V9(2)	
		PEG-PCT-PER-DEP	9(5)V9(2)	
		PEG-CALC-TYPE	X(1)	
		PEG-EXCL-PAY-CODE	X(4)	
		PEG-EXCL-DED-CODE	X(4)	

SCHEDULE K FILE LAYOUTS

		EDM-NET-CLAIM-AMT	9(9)V9(2)	
		EDM-PRESCRIBEDAREA	9(9)V9(2)	
		EDM-STUDENT-PEN-EX	9(7)V9(2)	
		EDM-TD1-FILING-DAT	YYYYMMDD	
		EDM-TAX-EXEMPT-FLG	X(1)	
		EDM-AUTH-TAX-CRED	9(7)V9(2)	
		EDM-AUTH-TAX-DED	9(7)V9(2)	
		EDM-MARRIED-EQUIV	X(1)	
		EDM-AGE-65-OVER	X(1)	
		EDM-EMP-DISABILITY	X(1)	
		EDM-DEP-UNDER-18	9(2)	
		EDM-DEF-DIS-OVR-17	9(2)	
		EDM-APPROVED-STOCK	9(7)V9(2)	
		RGP-APPROVED-STOCK-PR	9(7)V9(2)	
		EDM-TAX-CODE	X(10)	
		EDM-TAX-BASIS	X(1)	
		EDM-NI-CODE	X(1)	
		EMD-DIRECTOR	X(1)	
		EDM-CONTRACTED-OUT	X(1)	
		PEG-DED-ARRS-TD	9(5)V9(2)S	
		PEG-EXEMPT-ARRS-TD	9(5)V9(2)S	
		PEG-REMIT-TO-CODE	X(4)	
		EDM-TOT-CLAIM-AMT-FLAG	9(4)	
		EDM-NON-IND-CL-AMT	9(2)	
		EDM-TRANS-YTD-WAGE	9(2)	
		EDM-TRANS-YTD-TAX	9(2)	
		EDM-TRANS-YEAR	9(4)	
		PEG-CH-FEE-OVERRIDE	X(1)	
		PEG-CH-FEE	9(9)V9(2)	
		PEG-FIPS-CODE	X(7)	
		EDM-CLAIM-CODE	X(3)	
		PEG-DED-FROM-GARN	X(1)	
		RGP-RES-COUNTRY-CODE	9(1)	

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SCHEDULE K FILE LAYOUTS

		GHR-SEQ-NBR	9(4)	
		BSI-AUTHORITY	X(11)	
		TAX-CATEGORY	9(4)	
		TAX-AUTH-TYPE	X(2)	
		TAX-STATE	X(2)	
		RGP-MILT-SPOUSE-ST	X(2)	
		PEM-EMPLOYEE-TYPE	9(1)	
		SYMM-PB-RECVR	9(13)	
		TAX-FORM-ID	X(10)	
		RGP-FORM-YEAR	9(4)	
		RGP-MULTIPLE-JOBS	9(1)	
		RGP-DEPENDENTS	9(9)V9(2)	
		RGP-OTHER-INCOME	9(9)V9(2)	
		RGP-DEDUCTIONS	9(9)V9(2)	

SCHEDULE N – SUBCONTRACTOR TABLE

Subcontractor Table	
A. The legal business name, address, telephone number of the subcontractor.	Trustmark Insurance Company 400 N Field Drive Lake Forest, IL 60045 847.615.1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Accident Insurance <input checked="" type="checkbox"/> Critical Illness <input checked="" type="checkbox"/> Universal Life Insurance <input checked="" type="checkbox"/> <u>File Consolidation Services</u>
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) The organization has more than 100 years of experience in voluntary benefits, the division is well positioned to provide the information employers and employees need to make knowledgeable decisions that enhance their benefit plans and provide critical financial protection.</p> <p>Trustmark maintains an A- (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Trustmark will administer the Accident Insurance, Critical Illness Insurance & Universal Life Insurance plans for State active employees. Trustmark's Voluntary Benefit Solutions will also serve as the third-party administrator (TPA) for all eligibility, payroll, deduction, and remittance file consolidation transactions. This will include consolidation and distribution of all Contractor's subcontractor carrier files. Trustmark also maintains one online billing consolidation system that contains a record of bi-weekly/monthly payroll/pension deductions and remittance for all incoming and outgoing files. And finally, Trustmark provides a staff of highly trained and knowledgeable technical staff that manage the file and billing consolidation processes.</p>

	<p>C3) Trustmark has a highly talented dedicated team assigned to the various activities related to the State. This team consists of some of Trustmark's most talented staff who have several years' experience. Each area has extensive documentation for the processes and activities specifically related to case. This documentation assures that any staff member changes occur smoothly and seamlessly.</p> <p>Trustmark continues to invest in their business by continually evaluating and updating Trustmark systems, processes and people. Trustmark works closely with the Contractor, the Plan Sponsor, and policy holders to understand their needs and expectations.</p> <p>Trustmark's most recent enhancements have included an on-line customer portal for insureds to access their coverage 24/7. They have also built out on-line claims capabilities which include not only the ability to file and manage claims on-line, they also offer an option for direct deposit of benefit payment to the insureds bank account.</p> <p>While Trustmark adds these capabilities they have not changed their philosophy of service. Customers can use these enhanced methods of communication, or they Can call customer service.</p> <p>Trustmark consistently meets or exceeds Contractor's service benchmarks. With continued investment into their business and capabilities they feel they are well positioned for next century.</p> <p>Trustmark can provide all activities as described within the Contract as it relates to the specific plans and activities listed in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
E. Reserved	

A. The legal business name, address, telephone number of the subcontractor.	Metropolitan Life Insurance Company (MetLife, MetLife Legal) 200 Park Avenue New York, NY 10166-0005 800-638-5433 Legal: 800-821-6400
B. Type of Subcontractor	<input checked="" type="checkbox"/> Accidental Death & Dismemberment Insurance <input checked="" type="checkbox"/> Legal Plan <input checked="" type="checkbox"/> Supplemental Term Life Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Metropolitan Life Insurance Company opened for business in 1868. Serving approximately 100 million customers, and operations in nearly 50 countries. As a global company, they hold leading market positions in the U.S., Japan, Latin America, Asia, Europe and the Middle East. MetLife is a marketplace leader with a broad range of employee benefit capabilities and rank competitively in a majority of our group products. Metropolitan Life Insurance Company maintains an A+ (Superior) A.M. Best Solvency Rating.</p> <p>C2) MetLife and MetLife Legal is responsible for administering the Supplemental Term Life Insurance, Accidental Death & Dismemberment (AD&D), and Legal Plans. The MetLife standard ongoing services for Life insurance include the following:</p> <ul style="list-style-type: none"> • Administrative Services <ul style="list-style-type: none"> – Provide plan documents including the policy and booklet/certificate, enrollment communications and other materials intended for distribution to participants; – Furnish reports as required by federal and/or state legislation; – Confer on specific questions, when requested by the policyholder, concerning plan provisions relating to eligibility, effective dates, cessation of coverage and other

matters that may affect the administration of the plan;

- Furnish standard enrollment and SOH forms and provide individual medical underwriting evaluating services;
- Process all SOH applications and provide follow up correspondence to the employee regarding the status and the final determination;
- If a medical exam is necessary, provide paramedical exam service;
- Update our administrative systems with customer plan design changes as necessary.

- **Financial and Underwriting Services**

- **Claim Processing Services**

- Provide claim forms;
- Determine eligibility for benefits and adjudicate claims;
- Process all appeals;
- Administer claims for continuation of Life insurance for disabled employees and incapacitated children based on plan design;
- Administer the Total Control Account (TCA) Life settlement option;
- Administer the accelerated benefits option (ABO) living benefit feature.

- **Marketing and Enrollment Services**

- Enrollment, operations and services;
- Make available personnel to visit locations as requested by the policyholder.

- **Customer Service**

- Provide the State with customer service via a toll-free number;
- Process and administer conversion applications and portability election forms and conversion applications (if applicable).

Life Recordkeeping Services

Life recordkeeping services offer enhanced enrollment options, and a full assortment of administrative services. Recordkeeping helps to streamline your Life plan operations while assisting in communicating the value of Life insurance to the members.

	<p>MetLife also offers the following recordkeeping assistance and expertise:</p> <p>MyBenefits, members can:</p> <ul style="list-style-type: none"> • Designate beneficiaries; • Look up the toll-free number for MetLife's call center; <p>Statement of Health Processing Members can submit a Statement of Health (SOH) application and Plan Sponsor can monitor decisions. MetLife will:</p> <ul style="list-style-type: none"> • Determine the need for a SOH; • Process SOH forms submitted via paper; • Communicate SOH status and decisions to members; • Answer member inquiries through our call center. <p>Beneficiary Designation Processing MetLife will maintain accurate and current beneficiary designations by:</p> <ul style="list-style-type: none"> • Receiving, tracking and maintaining all beneficiary designations; • Delivering confirmation of all entries and changes; • Handling related inquiries via our toll-free number; • Offering beneficiary change capabilities via MyBenefits, the member website, via the toll-free number or by mail; • Managing any changes directly with the member. <p>Claim Preparation MetLife ensures accurate claim processing by:</p> <ul style="list-style-type: none"> • Receiving claim notification directly from claimant; • Completing the employer portion of a claim; • Verifying current beneficiary information; • Preparing and sending the claim package to the appropriate beneficiary;
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- Ensuring proper death claim processing with effective communication;
- Handling related inquiries via our toll free call center number.

Electronic Death Match Services MetLife matches their data with data aggregated by Global Party Management, which provides a single view of a MetLife customer across country. Global Party Management aggregates information from 40+ internal sources to match to external death sources.

Billing Solutions Payroll Deduction Billing & Direct Bill Options.

Portability and Conversion Notification with Transition Solutions MetLife provides timely notification regarding the right to continue coverage including:

- Comprehensive home mailing with all necessary forms, instructions and supporting information to help members exercise portability or conversion;
- Registered financial representative outreach for assistance with options and completing the proper forms.

Professional Customer Service The MetLife recordkeeping program offers assistance throughout the Life benefit cycle.

Legal Services

Through the MetLife Legal network of over 18,000 attorneys, they provide expert help for common legal issues employees face throughout life. MetLife Legal services are tailored for members. Members can choose any attorney they want from their nationwide network of attorneys or they can choose an out-of-network attorney. The plan provides fully covered legal services for most matters, meaning everything from the initial consultation, drafting or reviewing documents to representation in court is covered for many common legal matters. Members can also receive telephone advice and office consultations on an unlimited number of personal legal matters, even

	<p>matters not covered under the plan as long as they not excluded.</p> <ul style="list-style-type: none"> • Access to self-service options online or through our mobile app to find attorneys, get case numbers or use our digital estate planning solution to complete wills, living wills and powers of attorney. • Access to Client Service Center representatives who can look up coverages, find attorneys and get a case number for an employee. • No bills to handle when using a network attorney for a covered matter. All billing is handled by MetLife Legal Plans and the attorney. There are no claims forms, waiting periods or deductibles. • Information concerning carriers ability to provide the activities. <p>C3) MetLife will provide all activities as described within the Contract as it relates to the plans listed in C2. MetLife has been in the insurance business for over 150 years and are the leading player in group benefits, with a market share of 25% among large employers. Overall, they provide insurance and benefits to 40 million workers at 50,000 businesses.</p> <p>MetLife Legal Plans was founded in 1977, implemented its first legal plan in 1981 and was acquired by MetLife in 1997. They are the largest provider of group legal plans in the country with about 3,200 sponsors, including over 200 companies on the Fortune 500 list and over 5 million group plan members and dependents.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	<p>Liberty Mutual Insurance Company</p> <p>175 Berkeley Street</p> <p>Boston, MA 02116</p>

	617-357-9500
B. Type of Subcontractor	<input checked="" type="checkbox"/> Group Auto & Home Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Liberty Mutual Group, founded in Boston in 1912, is a diversified global insurer and one of the largest multi-line property and casualty insurers in North America.</p> <p>Liberty Mutual offerings include a wide range of insurance products and services, including personal automobile, homeowners, workers compensation, commercial multiple peril, commercial automobile, general liability, global specialty, group disability, assumed reinsurance, fire, and surety. Liberty Mutual Group (www.libertymutualgroup.com) employs over 50,000 people in more than 900 offices throughout the world. The State of Michigan Voluntary Auto & Home Program resides within our Personal Insurance business unit.</p> <p>Liberty Mutual has specialized in the auto and home affinity market for 50 years and with more than 16,000 partners. Their programs focus on a multi-channel distribution strategy; this allows the convenience of quoting, binding, and servicing through:</p> <ul style="list-style-type: none"> • local offices • representatives on-site • call centers available 7 days a week • online quoting, available 24/7 <p>Liberty Mutual maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Liberty Mutual will be responsible for administering Auto & Home Insurance for SOM members.</p> <p>Members will have access to a wide array of insurance product offerings including: auto, homeowner, landlord, condo, renters, umbrella, watercraft, motorcycle, off road vehicles, classic and antique cars, and motorhomes.</p>

	<p>In addition to personal automobile and homeowners Insurance, Liberty Mutual Companies will make Liberty Mutual's full line of personal insurance products and services available to members, including seasonal and rental properties, floater, motor homes, recreational vehicles, scheduled personal property, and identity fraud expense coverage.</p> <p>Liberty will manage the distribution, claims, and servicing for all policies sold through the SOM auto and home member program.</p> <p>C3) Liberty Mutual is able to provide all activities as described within the contract as it relates to the specific plans listed in C2.</p> <p>Liberty Mutual offers multiple distribution channels. SOM members can receive personalized service from trained professionals by accessing Liberty through the internet or call the direct response center toll-free. Licensed insurance professionals can review SOM members' needs, explain the coverages available and help them make cost and coverage comparisons. Those who decide to sign up for the program can enroll via telephone. Liberty takes a consultative approach, there is no sales pressure. They understand that consumers have a choice in whom they buy their insurance from and how they buy the product.</p> <p>In addition to call centers and the internet, Liberty Mutual employs more than 2,200 sales representatives in more than 200 offices throughout the US. By offering this extensive distribution channel, they can attract more members to utilize the benefit, since they have the option to meet their preferred enrollment method.</p>
D. The relationship of the subcontractor to the Bidder.	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
E. Reserved	

A. The legal business name, address, telephone number of the subcontractor.	Pre-Paid Legal Services, Inc. (dba LegalShield) One Pre-Paid Way, Ada, OK 74820 580-436-1234
B. Type of Subcontractor	<input checked="" type="checkbox"/> Identify Theft Protection Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Founded in 1972 in Ada, Oklahoma, LegalShield is a leading provider of legal plans and identity theft solutions to families and businesses across the United States and Canada. LegalShield maintains an A+ rating with the BBB.</p> <p>C2) LegalShield/IDShield is responsible for administering Identity Theft Plans for SOM members. IDShield is the only identity theft protection plan that provides direct access to Licensed Private Investigators. They put the participant first and fully restore their identity, hassle-free, and with no additional fees. IDShield also provides online privacy and reputation management services to proactively help keep participant's identity and personal reputation safe. IDShield mobile app, allows participants to easily view their real-time alerts, track their credit score, add/edit their personal information and speak directly to an identity theft specialist 24/7/365.</p> <p>C3) LegalShield/IDShield hwill provide all activities as described within the contract as it relates to the plans listed in C2. LegalShield is the largest legal services plan provider in the United States, serving more than 4 million people. Additionally, over 35,000 companies offer the LegalShield & IDShield plan to their employees as a voluntary benefit.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts

E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Abenity, Inc. 725 Cool Springs Blvd. Suite 600, Franklin, TN. 37067 615-807-0222
B. Type of Subcontractor	<input checked="" type="checkbox"/> Discount Plan
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Abenity helps employers, alumni groups, and associations supplement their benefits with private perks and discount programs. Abenity maintains an A rating with BBB.</p> <p>C2) Abenity is the subcontractor carrier for the free discount plan (paid for by the Contractor) offered to SOM members.</p> <p>Abenity currently serves over 15 million members and more than 250 employers and membership groups across the US and Canada. Abenity will provide services noted in C2 for the contract.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Prudential Insurance Co of America 2101 Welsh Road Dresher, PA 19025 800-732-0416
B. Type of Subcontractor	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization,	C1) Prudential offers a wide array of financial products and services, including life insurance, annuities, retirement-related products and services,

<p>C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor,</p> <p>C3) Information concerning subcontractor's ability to provide the Contract activities.</p>	<p>mutual funds and investment management. Prudential maintains an A+ (Superior) A.M Best Solvency rating.</p> <p>C2) Prudential will be the subcontractor carrier for the discontinued Group Long Term Care coverage. Prudential no longer offers the plan to State employees or retirees, however, they will continue to maintain all in-force coverages.</p> <p>C3) Prudential began providing LTC in 2011, and started plan maintenance only in 2013. Prudential. Prudential will continue to provide all contract activities noted in C2. Prudential Financial, a financial wellness leader and premier global investment manager with approximately \$1.7 trillion of assets under management as of December 31, 2020, has operations in the United States, Asia, Europe and Latin America. Through our subsidiaries and affiliates, Prudential offers a wide array of financial products and services, including life insurance, annuities, retirement-related products and services, mutual funds and investment management. Prudential offers these products and services to individual and institutional customers through proprietary and third-party distribution networks.</p>
<p>D. The relationship of the subcontractor to the Bidder.</p>	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
<p>E. Reserved</p>	
<p>A. The legal business name, address, telephone number of the subcontractor.</p>	<p>Farmers Property and Casualty Insurance Company 700 Quaker Lane Warwick, RI 02886 800-438-6381</p>
<p>B. Type of Subcontractor</p>	<p><input checked="" type="checkbox"/> Group Auto & Home Insurance</p>

<p>C1) A description of subcontractor's organization,</p> <p>C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor,</p> <p>C3) Information concerning subcontractor's ability to provide the Contract activities.</p>	<p>C1) Farmers opened for business in 1928. Today, the companies comprising Farmers make up one of the country's largest insurers of vehicles, homes and small businesses and provide a wide range of insurance and products. The Farmers Exchanges are three reciprocal insurers (Farmers Insurance Exchange, Fire Insurance Exchange and Truck Insurance Exchange) owned by their policyholders, and together with their subsidiaries and affiliates comprise the Farmers Insurance Group of Companies. Farmers Group, Inc. and its subsidiaries, in their capacity as attorneys-in-fact, provide administrative and management services to the Farmers Exchanges. Farmers maintains an A (Excellent) A.M. Best Solvency Rating.</p> <p>C2) Farmers will be responsible for administering Auto & Home Insurances for the active employee population. Farmers offers a wide range of products and services so that employees can choose the right fit for them. Farmers policies are portable so that members can take their coverage with them wherever they go. Our Property and Casualty lines include:</p> <ul style="list-style-type: none"> • Auto; • Home; • RV; • Renters; • Flood; • Boats; • Condo; • Personal excess liability protection; • Landlord's rental dwelling; • Bundled packages. <p>Farmers also offers savings advantages for workplace benefits:</p> <ul style="list-style-type: none"> • Group discounts of up to 15%; • Payroll deduction discounts of up to 12%; • Multi-policy and multi-product discounts;
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	<ul style="list-style-type: none"> • Long-term employment loyalty rewards. <p>Coverage:</p> <ul style="list-style-type: none"> • Replacement Cost Coverage on new vehicles with no deduction for depreciation. In a total covered loss, a new vehicle is repaired or replaced with a new car; • Replacement Costs for Special Parts provides the repair or replacement of certain parts, regardless of their wear and tear at the time of the accident; • Replacement Cost Coverage on Home rebuilds your employee's home at today's rebuilding cost, even if that takes it over the policy's limit; • Deductible Savings Benefit rewards employees with \$50 for every year of claim-free driving for up to five years. Employees can use the money to pay for their deductible; • Multi-policy advantages offer auto and home combination policies that provide the convenience of one common effective date and payroll deduction, while eliminating multiple bills and insurance forms. <p>C3) Farmers is proud to serve more than 10 million households with more than 19 million individual policies across all 50 states. Farmers will provide activities as described within the contract and listed in C2.</p>
<p>D. The relationship of the subcontractor to the Bidder.</p>	<p><input type="checkbox"/> Used by entire Book of Business</p> <p><input type="checkbox"/> Used only for this contract</p> <p><input checked="" type="checkbox"/> Used for multiple contracts</p>
<p>E. Reserved</p>	
<p>A. The legal business name, address, telephone number of the subcontractor.</p>	<p>LifeSecure Insurance Company 10559 Citation Drive, Suite 300 Brighton, MI 48116 Phone: 866.582.7702</p>

B. Type of Subcontractor	<input checked="" type="checkbox"/> Long-Term Care Insurance
C1) A description of subcontractor's organization, C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor, C3) Information concerning subcontractor's ability to provide the Contract activities.	<p>C1) Provider of Long Term Care and Ancillary Health Products: Personal Accident, Hospital Recovery, Critical Illness.</p> <p>C2) LifeSecure currently offers Individual Long Term Care plans to active State employees. The State retiree Individual Long Term Care is no longer actively offered, however, LifeSecure will maintain all in-force policies. LifeSecure offers a direct billing option to all participants of the plan.</p> <p>C3) Founded in 2006, LifeSecure is dedicated to bringing to market solutions that protect families and their assets. LifeSecure is focused on creating a different kind of insurance experience for our customers. LifeSecure believes insurance should be easy to understand, effortless to buy and simple to use. LifeSecure is currently licensed in 49 states and the District of Columbia. With over 68,000 policyholders and revenue exceeding \$30,000,000. LifeSecure will provide all contract activities as described in C2.</p>
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	
A. The legal business name, address, telephone number of the subcontractor.	Businessolver.com, Inc. 1025 Ashworth Rd. West Des Moines, IA. 50265 515-273-1500
B. Type of Subcontractor (please check all that apply for this subcontractor)	<input checked="" type="checkbox"/> Other Please Specify: <u>Benefit Enrollment Solutions Technology Partner</u>

<p>C1) A description of subcontractor's organization,</p> <p>C2) A complete description of the services that will be performed or provided for this specific Contract by the subcontractor,</p> <p>C3) Information concerning subcontractor's ability to provide the Contract activities.</p>	<p>C1: A market-changing benefits technology partner focused on the needs of the business. Delivering benefits administration, enrollment solutions, and services for clients that employees need for today and tomorrow. Transforming the annual enrollment experience into a personalized journey. Businessolver offers benefits administration, enrollment solutions, benefit decision support, personalized landing page, and customer service/enrollment services through their call center.</p> <p>C2: Businessolver provides a SaaS-based benefit enrollment solution for active employees of the State. The enrollment platform manages eligibility, enrollment data, plan rules, plan documents, rates, scripting, call center management tools, reporting, and more. Businessolver also provides an enrollment solutions call center where they provide representatives that are specifically trained and licensed in the voluntary benefit plans that they assist employees with. The representatives answer questions, assist callers to find benefit solutions that meet their needs, and enroll employees in voluntary benefits. Furthermore, Businessolver hosts the year-round website benefitsforlife.org that contains important information and links to plan documents, this is also the site employee's visit to enroll.</p> <p>C3: Nothing is more important in benefits enrollment software than having timely and accurate data management built into your platform. Businessolver delivers a SaaS-based benefit enrollment solution that empowers employees to enroll based on eligibility which is determined in the same platform and within the same technology. Businessolver technology is built on a single code base, this means data integration is seamless, and security is rock-solid between the platform, vendors, and carriers.</p>
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	Businesssolver will perform and provide all contract activities as described in C2.
D. The relationship of the subcontractor to the Bidder.	<input type="checkbox"/> Used by entire Book of Business <input type="checkbox"/> Used only for this contract <input checked="" type="checkbox"/> Used for multiple contracts
E. Reserved	