



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

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

Contract by Authorized Board

Commodity or Service:

Consulting Actuary for Wisconsin
 Health Insurance Programs

Contract No.:

ETD0012 – Amendment #14 dated April 15, 2021

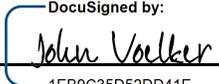
Contract Period: January 1, 2021 through December 31, 2021

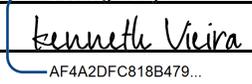
1. This Contract Amendment #14 is entered into by the State of Wisconsin Department of Employee Trust Funds (ETF), hereinafter referred to as the "Department," and The Segal Company (Eastern States), Inc., hereinafter referred to as the "Contractor," whose address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited herein in accordance with the State of Wisconsin Standard Terms and Conditions and in accordance with the Contractor's proposal date February 17, 2014 hereby made a part of this contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.266.2586, or via e-mail at ETFMBProcurement@etf.wi.gov.
5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the Contract.
6. The Contract Amendment #1 is dated January 7, 2016 and the costs are not to exceed \$333,720.
7. The Contract Amendment #2 is dated April 7, 2016 with the attached Scope of Work dated April 7, 2016. Maximum costs for Wellness and Data Warehouse and Business Intelligence services shall be \$27,000 and paid upon ETF's satisfactory deliverable receipt and an approved invoice with billable hours. Maximum costs for Self-insuring/Regional Services shall be \$175,000 and paid in eight (8) equal installments from April through November 2016 upon receipt of an approved invoice. The total costs for Contract Amendment #2 shall not exceed \$202,000.
8. The Contract Amendment #3 is dated May 16, 2016 with attached Scope of Work dated May 16, 2016. All deliverables will be received by June 30, 2016. The total cost for Contract Amendment #3 shall not exceed \$106,000.
9. The Contract Amendment #4 is dated February 2, 2017 and the costs are not to exceed \$340,094.
10. The Contract Amendment #5 February 19, 2018 for consulting actuary related services, with the costs not to exceed \$354,474 for retainer fee services described in RFP ETD0012 and Amendment #5A. Amendment #5B includes the scope of work and fees for the Medicare Advantage RFP, and the costs are not to exceed \$107,844. Amendment #5C includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$125,000. Amendment #5D includes the scope of work and fees for assistance on the RFP for the Self-insuring and regionalization of the health benefits program and the costs are not to exceed \$159,794. Costs for Amendments #5B&C&D shall be billed in addition to the 2018 retainer fee, in a single invoice, after ETF's satisfactory receipt of deliverables.
11. The Contract Amendment #6 dated March 7, 2019 is for consulting actuary related services:

- costs are not to exceed \$362,201 for those retainer fee services described in RFP ETD0012;
 - RFP ETD0012 Sect. 2.4 is amended as shown in Amendment #6A; and
 - RFP ETD0012 Sect. 3.6 Annual Health Insurance Dates and Deliverables Timetables is replaced with the table in Amendment #6B; and
 - Amendment #6C adds scope of work dated February 20, 2019 regarding Audit of the Income Continuation Insurance (ICI) and Duty Disability (DD) Actuarial Valuations for the Wisconsin Department of Employee Trust Funds (ETF) for which costs are not to exceed \$110,000.
12. The Contract Amendment #7 dated April 23, 2019 is for consulting actuary related services. It includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$40,000.
13. The Contract Amendment #8 dated June 14, 2019 is for consulting actuary related services. It includes the scope of work described in Amendment #8A for the assessment of the Department's data warehouse and visual business intelligence services with costs are not to exceed \$40,000.
14. The Contract Amendment #9 dated June 25, 2019 is for the scope of work described in Amendment #9A for the audit of the Department's wellness and disease management contract with costs not to exceed \$63,000.
15. The Contract Amendment #10 dated January 2, 2020 is for consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$369,626 for calendar year 2020.
16. The Contract Amendment #11 dated February 28, 2020 is for:
- The scope of work described in Amendment 11A for preparing other postemployment benefit information (OPEB Information) for programs administered by ETF in which the State participates as an employer for which costs are not to exceed \$110,000; and
 - RFP ETD0012 Sect. 3.6 Annual Health Insurance Dates and Deliverables Timetables is replaced with the table in Amendment 11B for calendar year 2020.
17. The Contract Amendment #12 dated January 8, 2021 is for:
- Consulting actuary related retainer services described in RFP ETD0012 with costs not to exceed \$373,988 for calendar year 2021; and
 - The scope of work (SOW) described in Amendment 12A for the Wellness Return on Investment (ROI) with costs not to exceed \$25,000.
18. The Contract Amendment #13 dated February 23, 2021 is for the statement of work described in this Amendment regarding Other Postemployment Benefit Information (OPEB Information) which shall not exceed \$40,000 and be invoiced according to this payment schedule:
- | Deliverable | Due Date | Invoice Amount |
|--------------------|----------------|----------------|
| Draft audit report | April 30, 2021 | \$25,000 |
| Final audit report | May 31, 2021 | \$15,000 |
19. This Contract Amendment #14 dated April 15, 2021 replaces RFP ETD0012 Section 3.6 Annual Health Insurance Dates and Deliverables Timetable with the table in Amendment #14A for calendar year 2021.
20. For purposes of administering the Contract, the order of precedence is:
- A) The Contract with the Segal Company (Eastern States), Inc.;
 - B) this Contract Amendment #14 dated April 15, 2021;
 - C) the Contract Amendment #13 dated February 23, 2021;
 - D) the Contract Amendment #12 dated January 8, 2021;
 - E) the Contract Amendment #11 dated February 28, 2020;
 - F) the Contract Amendment #10 dated January 2, 2020;
 - G) the Contract Amendment #9 dated June 25, 2019;
 - H) the Contract Amendment #8 dated June 14, 2019;
 - I) the Contract Amendment #7 dated April 23, 2019;
 - J) the Contract Amendment #6 dated March 7, 2019;
 - K) the Contract Amendment #5 dated February 19, 2018;
 - L) the Contract Amendment #4 dated February 2, 2017;
 - M) the Contract Amendment #3 dated May 16, 2016 with attached Scope of Work dated May 16, 2016;
 - N) the Contract Amendment #2 dated April 7, 2016 with attached Scope of Work dated April 7, 2016;
 - O) the Contract Amendment #1 dated January 7, 2016;
 - P) Questions from vendors and ETF Answers dated January 28, 2014;

- Q) Exhibit A, Changes Agreed to by the Parties from the Request for Proposal (RFP) ETD0012;
- R) Exhibit B, Business Associate Agreement dated July 23, 2014;
- S) the RFP dated January 6, 2014, and
- T) the Contractor's proposal dated February 17, 2014.

Contract Number & Service: ETD0012 – Amendment #14
 Consulting Actuary for Wisconsin Health Insurance Programs

State of Wisconsin	
Department of Employee Trust Funds	
Signature	DocuSigned by: 
Name/Title	1EB9C35D52DD41E...
A. John Voelker, Secretary Department of Employee Trust Funds	
Phone 608.266.0301	
Date (MM/DD/CCYY) 4/15/2021	

Contractor	
Legal Company Name The Segal Company (Eastern States), Inc.	
Trade Name Segal Consulting	
Taxpayer Identification Number 13-1835864	
Company Address (City, State, Zip) 2018 Powers Ferry Road, Suite 850 Atlanta, GA 30339	
By (print Name) Kenneth C. Vieira, FSA, FCA, MAAA	
Signature	DocuSigned by: 
Title Senior Vice President	
Phone 678.306.3154	
Date (MM/DD/CCYY) 4/15/2021	

Amendment #14A
Annual Health Insurance Dates and Deliverables Timetable

Replace prior RFP ETD012 Section 3.6 Annual Health Insurance Important Dates and Deliverables Timetables with the table below for calendar year 2021.

Segal's Schedule of 2021 deliverables to the Department and financial penalties.

The Department may assess penalties upon Segal for failure to deliver quality deliverables by the listed due dates. Annual True-up: Within 60 days prior to the end of the 2021 calendar year, the Department shall deliver to Segal any statement of the penalty(ies) incurred by Segal along with an explanation for any penalty. If Segal owes any amount, the Department shall remit the amount from Segal's retainer fee. Such penalty(ies) shall not exceed fifteen percent (15%) of Segal's annual 2021 retainer fee.

2021 Annual Health Insurance Dates and Deliverables Timetable			
No.	Segal Deliverable Due Date	Segal Deliverables for 2021 IYC Rate Setting Plan	Penalty
1	3/30/2021	Segal delivers to the Department the Financial and Utilization Data Submission (FUDS) tool [formerly Addendum1] including separate versions of FUDS for Health Plans and UHC Renewal Tool for UHC	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
2	4/5/2021	Segal delivers to the Department the 2021 plan (including rate structure) changes modeling. If mutually agreed, volume of plan or rate changes may require an extension to due date.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
3	4/6/2021	Segal sends updated FUDS (Addendum 1) tool, and UHC Renewal Tool (only if there are changes) to the Department.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
4	4/7/2021	Segal delivers to the Department the <u>initial</u> Preliminary Bid Tool (Preliminary Rates) for Health Plans and UHC, if appropriate.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
5	4/14/2021	Segal delivers to the Department the Network Access Tool (Addendum 2) (by Wisconsin counties).	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
6	4/14/2021	Segal delivers to the Department Pharmacy and Dental Renewal Tool .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
7	4/15/2021	Segal updates Preliminary Bid Tool (Preliminary Rates) and delivers to the Department.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
8	4/16/2021	Segal delivers to the Department the preliminary Fund Reserve Balance information for use at the May GIB meeting.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.

9	5/6/2021	Segal reports to the Department any Health Plans late returning FUDS (Addendum 1) tool	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
10	5/11/2021	Segal delivers to the Department completed actuarial evaluations if there are any new health plans.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
11	5/27/2021	Segal delivers to the Department completed analysis of Preliminary Bid Tool bids from Health Plans and UHC, if appropriate.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
12	5/28//21	Segal concludes process to generate comparisons roll-up, high-level summary, of DAISI claims data to FUDS (Addendum 1) data and sends to OSHP	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
13	6/4/2021	Segal delivers to the Department initial Addendum Tier Model Summary and Tier Rate Analysis (breakpoint) in a unified .xls file format for negotiations.	\$2000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
14	6/4/2021	Segal delivers to the Department FUDS (Addendum 1) Tool Submission Summary file transfer to OSHP.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
15	6/11/2021	Segal delivers to the Department the completed analysis of Network Access Tool (Addendum 2) .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
16	6/15/2021	Segal delivers to the Department preliminary renewal rate information, by Plan.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
17	6/18/2021	Segal delivers to the Department updated Addendum Tier Model Summary based on OSHP comments and best and final offer (BAFO) tool template based on Preliminary Bid Tool .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
18	6/21/2021	Segal delivers to the Department completed analysis for final tiering with Tier Rate Analysis .	\$2000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
19	6/24/2021	Segal delivers to the Department finalized Tier Rate Analysis (aka Final Tiering Notice).	\$2000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
20	6/28/2021	Segal delivers to the Department the Final BAFO Tool , only if there are changes made to this tool by the Department.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
6/7/2020 to 6/11/2020		Pharmacy and Dental Plans Costs and Savings Trends Discussion	N/A

21	7/2/2021	Segal delivers to the Department the preliminary Pharmacy and Dental projection and rate renewals .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
7/6/2021 to 7/8/2021		Health Plans and UHC Negotiations Week	N/A
22	7/21/2021	Segal provides courtesy copies of Health Plan's BAFO Tool submissions files to the Department (one week after Health Plan submissions)	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
23	7/30/2021	Segal delivers to the Department compiled Health, Dental, Pharmacy, Admin Fee into one Rate Build Master/Tier Report – Summary of BAFO Rate submissions <ul style="list-style-type: none"> • Segal includes Premium Rate Summary using pre-buydown rates (i.e. Medical, Dental, Pharmacy, and Admin Fees) • Segal includes Weighted Average Premium Change Summary (for DPM) 	\$3000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
24	7/30/2021	Segal delivers to the Department the GIB Service Area Qualification Summary (draft memo) and preliminary Database Rate Tables (Pre-buydown rates).	\$2000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
25	7/30/2021	Segal delivers to the Department revised Tier Report (Health Plan Bid Summary) .	\$2000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
26	7/30/2021	Segal delivers to the Department updated Network Access Tool (Addendum 2) .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
27	8/2/2021	Segal delivers to the Department preliminary GIB meeting deliverables (draft presentation; pre-buydown rates).	\$3000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
28	8/9/2021	Segal delivers to the Department Net Fund Balance Buy down analysis (based on June close numbers) with buydown rates.	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
29	8/9/2021	Segal delivers to the Department final Pre-GIB Rate Build Master File with buydown rates and final pre-GIB Database Rate Tables .	\$3000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
30	8/13/2021	Segal's delivers to the Department final GIB Service Area Qualifications Memo (summary) to OSHP and final GIB meeting deliverables (post-buydown rates).	\$3000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
8/18/2021		GIB Meeting – Rate Setting Activity	N/A

31	8/19/2021	Segal delivers to the Department Rate Build Master File and Rate Tables .	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
32	8/20/2021	Segal delivers to the Department <u>final Post-GIB Rate Build Master File</u> , and Rate Tables if there are changes.	\$3000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
33	8/25/2021	Segal delivers to the Department Underwriting Surcharge (via spreadsheet).	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
34	8/27/2021	Segal delivers to the Department the 88/105 Tables (via spreadsheet and PDF file formats).	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.
35	10/22/2021	Segal delivers to the Department the Actuarial Certification of Minimum Value (non-rate setting activity).	\$1000 per day late due to failure to deliver, errors, or unacceptable quality, as determined by the Department.