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State of Wisconsin
Department of Employee Trust Funds
DOA-3049 (R01/2000)
S. 51.01(5) Wis. Stats.; s. 111.32(13m) Wis. Stats.



Department of Employee Trust Funds
801 W. Badger Road
P. O. Box 7931
Madison, WI 53707-7931

Contract By Authorized Board

Commodity or Service: Third-Party Administration of Wisconsin Public Employers
Group Life Insurance Program

Request for Bid/Proposal No: ETJ0029

Amendment 3 dated June 2, 2016

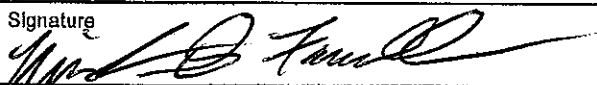
Authorized Board: Group Insurance Board

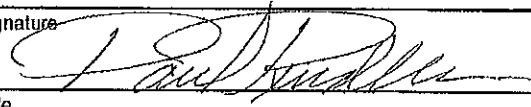
Contract Period: January 1, 2016 through December 31, 2019

1. This contract is entered into by and between the State of Wisconsin, Department of Employee Trust Funds (Department), the State of Wisconsin Group Insurance Board (Board) and the Minnesota Life Insurance Company (MLIC) hereinafter referred to as the "Contractor". The Department is the sole point of contact for Board contracts. Effective January 1, 2016, MLIC has completed its brand transition in the group insurance market and going forward will be referred to as Securian Financial Group, Inc. of the parent company Securian Life Insurance Company and the name, address and principal officer to appear on page 2.
2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the contractor agrees to supply the contract requirements cited above in accordance with the terms and conditions of the request for bid cited above, and in accordance with the contractor's bid submitted on this request for bid which request for bid is hereby made a part of this contract;
3. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employees or applicant 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 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) working 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, or at 608.261.7952.
5. For purposes of administering this Contract, the Order of Precedence is:
 - A). The Contract with MLIC (referred to as Securian Financial Group, Inc.);
 - B). This Contract Amendment #3 dated June 2, 2016 is for the period January 1, 2016 through December 31, 2019 and issued to Group Life Insurance Policy No. 2832-G (The Board adopted the following policy changes at the August 2015 and November 2015 meetings) for 1). Eliminate waiting period, 2). Expand spouse and dependent open enrollment for qualifying family status changes, 3). Terminate coverage at the end of the month employment ends, and 4A). Effective date for insurance coverage for employees and dependents is clarified to match administration and clarifies the policy change by Amendment #1 effective February 17, 2016 and Amendment #2 effective January 1, 2017 of page 19 with a new page 19 to revise the medical underwriting performance standards within Section 6.1.D and 6.1.E.;
 - C). The Contract Amendment #2 dated on July 28, 2015 is for the period January 1, 2016 through December 31, 2016 and issued to Group Life Insurance Policy No. 2832-G (dated February 16, 2015). Additionally, this amendment further clarifies the policy change from Amendment #1 with respect to enrollment opportunities due to a family status change. Specifically, Amendment #2 clarifies that "If an employee established a domestic partnership in accordance with item (b) (Amendment 1) and subsequently marries the person to whom the employee had established a domestic partnership, the marriage will not be considered a family status change for purposes of this section;
 - D). February 7, 2012, issued the Contract Amendment #1 to Group Life Insurance Policy No. 2832-G. The amendment modifies enrollment opportunities and is effective May 1, 2012;
 - E). Group Insurance Policy No. 2832-G issued by MLIC to the Board, including all exhibits, attachments and amendments;
 - F). Wisconsin Public Employers Group Life Insurance Program Administrative Agreement, including all exhibits, attachments and amendments;
 - G). The technical and cost proposals for the RFP ETJ0029 submitted by Minnesota Life Insurance Company (MLIC) dated April 2, 2010; and,
 - H). RFP ETJ0029 dated February 22, 2010, including all appendices, attachments and amendments.

Contract Number & Service: ETJ0029 - Third-Party Administration of Wisconsin Public Employers Group Life Insurance program

Amendment #3 dated June 2, 2016

State of Wisconsin Department of Employee Trust Funds
By Authorized Board (Name) Group Insurance Board
By (Name) Michael S. Farrell
Signature 
Title Chair Group Insurance Board
Phone 608.266.9854
Date (MM/DD/CCYY) 07/18/2016

To be Completed by Contractor
Legal Company Name Minnesota Life Insurance Company
Trade Name
Taxpayer Identification Number 41-0417830
Company Address (City, State, Zip) 400 Robert Street North St. Paul, MN 55101-2098
By (Name) Paul Rudeen
Signature 
Title Vice President
Phone 651.665.4895
Date (MM/DD/CCYY) 06/10/2016

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**MINNESOTA LIFE INSURANCE COMPANY
SAINT PAUL, MINNESOTA 55101-2098**

The Administrative Agreement effective January 1, 2011 between the State of Wisconsin, acting through its Group Insurance Board on behalf of The State of Wisconsin Public Employers Group Life Insurance Program, and the Minnesota Life Insurance Company is hereby amended as follows:

AMENDMENT NO. 1

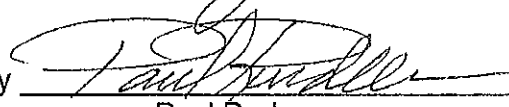
Replaces page 4 with a new page 4 effective February 17, 2016. The Board acted to extend the contract for one (1) two-year period subsequent to the two (2) successive one-year periods provided under Section 2.3 of the Administration Agreement. The contract is extended through December 31, 2019.

AMENDMENT NO. 2

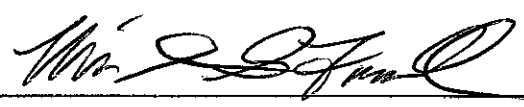
Replaces page 19 with a new page 19 effective January 1, 2017. This amendment revises the medical underwriting performance standards within Sections 6.1.D and 6.1.E.

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Minnesota Life Insurance company this 10th day of June, 2016

By 
Paul Rudeen
Vice President

The State of Wisconsin Group Insurance Board this 18th day of July, 2016

By 
Chair
Michael S. Farrell

- 1.10 PROGRAM: The Wisconsin Public Employers Group Life Insurance Program.
- 1.11 RFP: The request for proposal distributed in February 2010 on behalf of the BOARD to select a company to insure and administer the PROGRAM for the contract period beginning January 1, 2011.
- 1.12 RETIRED EMPLOYEE: Means the same as prescribed under Wis. Stats. §40.02(49).
- 1.13 SEPARATION: The termination of all rights to benefits under the Wisconsin Retirement System as prescribed in Wis. Stats. §40.25(3).
- 1.14 STATE: The State of Wisconsin.
- 1.15 WRS: The Wisconsin Retirement System.
- 1.16 WISCONSIN PUBLIC EMPLOYERS GROUP LIFE INSURANCE PROGRAM: The group term life insurance offered by the State of Wisconsin to eligible EMPLOYEES of the STATE and participating public EMPLOYERS established and administered pursuant to Wis. Stats. §40.70, 40.72, and 40.03(6)(b).

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ARTICLE II. GENERAL CONTRACT TERMS AND PROVISIONS

2.1 Contractor Appointed

The BOARD hereby appoints MINNESOTA LIFE as the exclusive insurer of the PROGRAM to continue for the term of this contract and any extension of the contract.

2.2 Effective Date

The effective date of this contract is January 1, 2011. MINNESOTA LIFE shall act as the exclusive insurer of the PROGRAM for a term of five years commencing on January 1, 2011, and ending on December 31, 2015, unless terminated in accordance with the terms and provisions as set forth in this contract.

2.3 Renewal

This contract shall be extended for up to two (2) successive one-year periods and one (1) subsequent two-year period. The contract may be terminated upon written notice from the BOARD to MINNESOTA LIFE at least one hundred and eighty (180) days prior to the termination of the initial term of this contract or any extended term of this contract. In the event that this contract is extended, all of the conditions and provisions of this contract shall remain in full force and effect during the extended term, unless otherwise amended, modified, or supplemented in writing and mutually agreed to by the BOARD and MINNESOTA LIFE either prior to or at the time of the extension.

2.4 Execution of Contract

This contract becomes binding upon the BOARD and MINNESOTA LIFE when this document is reviewed and approved by the BOARD or its representative, pursuant to Wis. Stats. §40.03(6) and signed by authorized representatives for each party

Amendment No. 1 Effective February 17, 2016

- F. A list of RETIRED EMPLOYEES enrolled in the life insurance program, whose premiums are being deducted from their WRS annuity, in a format and time frame that is mutually acceptable to the DEPARTMENT and MINNESOTA LIFE.

ARTICLE VI. PERFORMANCE STANDARDS AND PENALTIES

6.1 Performance Standards

The following performance standards may be modified as circumstances warrant by mutual agreement between the DEPARTMENT and MINNESOTA LIFE.

Quantitative Standards

MINNESOTA LIFE shall:

- A. Pay 95% of all death and dismemberment claims within 10 calendar days after receipt of all necessary proof.
- B. Mail 99% of all initial requests for death certificates, verification of beneficiary forms, medical evidence of dismemberment or loss of use forms, and any other required documentation within 7 calendar days of receipt of Notice of Death (ET-6301) and other documentation from the DEPARTMENT.
- C. Approve or reject 99% of all applications eligible for processing within 7 calendar days after receipt of the completed application.
- D. Approve or request additional information deemed necessary for making an underwriting decision on 98% of all applications requiring evidence of insurability within 7 calendar days after receipt of the completed application.
- E. Make a final disposition of 95% of all evidence of insurability applications (with notification mailed to the applicant) within 7 calendar days after receipt of all necessary information.
- F. For new waiver of premium disability claims request additional information for 99% of such claims within 7 calendar days after receipt of the claim.
- G. Make final disposition of 95% of new waiver of premium disability claims other than those included in item F above within 10 calendar days after receipt of all necessary information.
- H. Make final disposition of 95% of continuing waiver of premium disability claims within 10 calendar days after receipt of all necessary information.
- I. Include 95% of all Life to Health applications, amendments and cancellations received by the fifth day of a month in the remittance due on the twentieth day of the same month.

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Minnesota Life Insurance Company • 400 Robert Street North • St. Paul, Minnesota 55101-2098

Reissued Group Life Insurance Policy No. 2832-G, issued effective January 1, 2011 to the Group Insurance Board of the State of Wisconsin is hereby amended as follows:

The Board adopted the following policy changes at the August 2015 and November 2015 meetings.

1. Eliminate Waiting Period
2. Expand Spouse and Dependent open enrollment for qualifying family status changes.
3. Terminate coverage at the end of the month employment ends.
4. Effective date for insurance coverage for employees and dependents is clarified to match administration.

As a result, the policy wording effective January 1, 2011 is replaced in its entirety with the following policy wording effective January 1, 2016.

A. Eligibility for Insurance from Page 2.

Eligibility for Insurance

Except as otherwise provided by statute or administrative rule, a person shall become eligible for insurance under this policy after January 1, 1958 on the date the person first qualifies as an eligible employee in accordance with Wis. Stats. §40.02(25)(a) or (c) or the date the person again becomes an eligible employee after termination of employment for a period of 30 days or more.

An employee who returns as an eligible employee within 30 days after termination of employment or after a leave of absence without earnings, during which time the coverage lapsed, may re-enroll without evidence of insurability only for the plans and amounts that were in effect prior to termination or leave of absence.

An employee shall also be eligible to enroll for insurance on the effective date of any enactment, repeal, amendment or interpretation of any statute or rule which makes the employee initially eligible for group life insurance.

An eligible employee who had group term life insurance coverage offered through an alternative employer sponsored plan will be treated as a newly eligible employee if the alternative coverage is being terminated by the employer and the employee had life insurance coverage under the alternative plan up until the effective date for inclusion under this plan. The amount of insurance available will be subject to the amounts available under this policy and the employer's resolution for participation under the plan. Eligible employees must apply for coverage within 30 days of the date coverage is terminated under the alternative employer sponsored plan. Evidence of insurability is required for any amount of insurance that exceeds the amount of insurance for which the employee was insured under the prior alternative employer sponsored plan.

Except for an employee age 70 or over, the employee must have coverage in the Basic Plan to be eligible for coverage in the other plans.

Except as provided under "Employer Error" in the section entitled "Enrollment for Insurance" and "Amount of Continued Insurance" under the section entitled "Coverage During Disability – Waiver of Premium Benefit," to be eligible for any initial insurance coverage or any increase in insurance coverage, an employee must not be on unpaid leave of absence. Eligibility will be suspended until the employee returns to work from unpaid leave of absence.

B. Effective Date of Insurance Coverage from Page 4.

Effective Date of Insurance Coverage

The effective date of insurance under this policy for any eligible employee who files an application in accordance with the open enrollment provision under the section entitled "Enrollment for Insurance" shall be the date that all of the following conditions are met:

- 1) The employee meets all eligibility requirements of this policy, and
- 2) The employee makes application, while living, for insurance in accordance with the enrollment provisions of this policy; and
- 3) The Company is satisfied with the employee's evidence of insurability, if evidence of insurability is required.

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For an employee who is required to submit evidence of insurability under the section entitled "Enrollment for Insurance," the effective date of insurance shall be the date the application is approved by the Company.

For an employee who is required to submit evidence of insurability under the section entitled "Enrollment for Insurance", the effective date of insurance shall be the date the application is approved by the Company.

Insurance may take effect prior to the first premium due date provided all of the above requirements are met. Insurance will continue in effect from the first premium due date and later provided premiums are paid when due.

Insurance shall not become effective if the applicant is no longer an employee of a participating employer on the insurance effective date.

C. Open Enrollment from Page 9.

Open Enrollment

An eligible employee may enroll for Spouse and Dependent insurance by filing an application provided by the Department which must be received by the employer within 30 days after:

- (1) The date the employee first qualifies with that employer as an eligible employee under Wis. Stats. §40.02(25)(a) or (c) provided the employee enrolls in the Basic Plan.
- (2) One of the following changes:
 - (a) The date of the employee's marriage.
 - (b) The date that the employee establishes a domestic partnership for Wis. Stats. Chapter 40 benefit purposes.
 - (c) The date of birth, adoption, or award of legal guardianship of the employee's dependent child.
- (3) The date an employee returns to work as an eligible employee of a participating employer if within 30 days of termination of employment, or after a leave of absence without earnings, during which time the coverage lapsed. For purposes of this paragraph, the employee may re-enroll only for the plans of coverage that were in effect prior to termination of employment or leave of absence.

Enrollment is subject to to the plan maximum, and if employed by a local government, is subject to the plans that are made available by the employee's employer. If an employee established a domestic partnership and subsequently marries the person to whom the employee had a domestic partnership, the marriage will not be considered a family status change for purposes of this section.

An employee may not enroll for Spouse and Dependent coverage through more than one employer.

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D. EFFECTIVE DATE from Page 9.

EFFECTIVE DATE OF INSURANCE

If an eligible employee enrolls for Spouse and Dependent coverage on an application in accordance with the enrollment provisions under the preceding section entitled "Enrollment", the effective date of insurance shall be the date that all of the following conditions are met:

- 1) The spouse and dependent children meet all eligibility requirements of this policy, and
- 2) The employee makes application for insurance in accordance with the enrollment requirements of this policy, and
- 3) The spouse and dependent children are living on the date that the employee makes application for insurance; and
- 4) The Company is satisfied with the spouse and/or dependent child's evidence of insurability, if evidence of insurability is required.

For a spouse/dependent who is required to submit evidence of insurability under the section entitled "Enrollment", the effective date of insurance shall be the date the application is approved by the Company.

Insurance may take effect prior to the first premium due date provided all of the above requirements are met. Insurance will continue in effect from the first premium due date and later provided premiums are paid when due.

Insurance shall not become effective if the applicant is no longer an employee of a participating employer or if the applicant is no longer a spouse/dependent of an employee on the insurance effective date.

E. TERMINATION from Page 10.

TERMINATION

Insurance on any spouse or dependent shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month in which the employee terminates employment; or
- (2) The date the employee meets any of the conditions specified in the section entitled "Termination of Employee's Insurance" or reaches age 70; or
- (3) For an individual whose premiums are waived under the section entitled "Coverage During Disability – Waiver of Premium Benefit," the date the individual reaches the insurance reduction age; or
- (4) The last day of the calendar month following the month in which the employer receives a written notice of cancellation of this insurance from the employee. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage; or
- (5) For a dependent, the date of qualification for insurance as an eligible employee under Wis. Stats. §40.02(25); or
- (6) For a spouse, the date a divorce decree is entered; or
- (7) For a Domestic Partner, the date an Affidavit of Termination of Domestic Partnership (ET-2372) is signed by the employee; or
- (8) Ninety days after the death of the employee; or
- (9) For a dependent other than one described in (10) below, at the end of the month in which the dependent marries or at the end of the calendar year in which the dependent attains the age of 19 years if not a full-time student or at the end of the calendar year in which the dependent ceases to be a full-time student or at the end of the calendar year in which the dependent attains the age of 25 years, whichever occurs first; or
- (10) For a dependent incapable of self-support due to a physical or mental disability which can be expected to be of long-continued or indefinite duration who would not otherwise be eligible, the date disability ceases or the date of marriage, whichever occurs first; or
- (11) The date this coverage is terminated.

Insurance coverage shall be considered lapsed if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in the section entitled "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer payroll deduction error as defined in the section entitled "Employer Error and all past due premiums are paid."

F. Termination of Employee's Insurance from Page 15.

Termination of Employee's Insurance

The insurance coverage on any employee insured under this policy shall terminate automatically on the earliest of the following dates:

- (1) The last day of the calendar month in which the employee terminated employment from the employer if this occurs before the employee becomes entitled to insurance as provided in the section entitled "Coverage During Disability – Waiver of Premium Benefit," or before the employee qualifies for continuation of insurance pursuant to Wis. Stats. §40.72(4). If premiums are due under Wis. Stats. §40.05(6)(d), coverage will not be continued unless the employee either a) begins a Wisconsin Retirement annuity which is effective within 31 days after insurance under this policy terminates or b) applies to continue group life insurance coverage on an application form which is received by the Department within 31 days after insurance under this policy terminates.
- (2) Thirty days after the date of expiration of an authorized unpaid leave for the period permitted under the section entitled "Coverage During Employment Gaps."

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- (3) The last day of the calendar month following the month in which the employer receives a written notice of cancellation from the employee or the Department receives a written notice from the retired employee. The notice must be on a form provided by the Department. A notice of cancellation may be withdrawn only by a written request to the employer or the Department which is received prior to the termination of coverage.

The date to which employee premiums are paid if an employee who is not receiving earnings or a former employee who is continuing coverage under Wis. Stats. §40.72(4), fails to pay the required employee premiums within 30 days thereafter.

For coverage continuing under Wis. Stats. §40.72(4), the date to which premiums are paid for the continuing coverage after the insured again becomes employed by a participating employer and enrolls for coverage as an eligible employee as provided in the section entitled "Enrollment for Insurance." In no instances can someone be insured simultaneously under continuing coverage and coverage as a new employee.

The 70th birthday for active employees, except for Basic insurance and Additional insurance. Additional insurance terminates on the date the employee terminates employment, unless otherwise canceled or terminated as provided in this section.

The date this policy is terminated, except as provided under the section entitled "Coverage During Disability – Waiver of Premium Benefit."

Insurance coverage shall be considered lapsed if an employee who is receiving earnings fails to make required premium payments during a consecutive 60-day period, commencing with the first day for which premiums have not been paid, except where the employer has elected to pay the entire premium for all its employees as described in the section entitled "Employer Contributions." Cancellation under this provision shall not preclude the employee from obtaining life insurance coverage after the 60 days have elapsed, if premiums were omitted as a result of employer payroll deduction error as defined in the section entitled "Enrollment for Insurance and all past due premiums are paid.

An insured may cancel any of the life insurance plans in the Program without canceling other plans except for the Basic Plan which if canceled will automatically cancel all of the other life coverages.

Unless canceled or otherwise terminated as provided above, all Supplemental and Additional Plan insurance shall automatically terminate on the date a retired employee attains his or her insurance reduction age.

G. Premiums from Page 17.

Premiums

The total monthly premium due from an employer for each plan shall be the sum of the total monthly premium rates shown in the Addendum, "Premium Rates," multiplied by the life insurance in force for that month on insured employees, spouses and dependents. Premiums will be collected for all time periods during which coverages have been in effect. However, insurance may take effect prior to the first premium due date as provided in the section entitled "Effective Date of Insurance." No premiums are due for the Postretirement Basic Plan and Accidental Death and Dismemberment coverages.

State agencies and local government employers shall submit premium remittances and reports required in the administration of group life insurance to the Company no later than the 24th day of the calendar month for coverage in the following month.

H. EMPLOYEE CONTRIBUTIONS from Page 17.

EMPLOYEE CONTRIBUTIONS

The monthly employee contribution will be determined by the rates provided in the Addendum, "Premium Rates," and will be paid in conformance with Wis. Stats. §40.05(6). In the process of determining monthly premium rates, the applicable age for the ensuing one-year period will be determined as of April 1 for State employees and July 1 for local government employees or on other dates as approved by the Board.

Except for insurance which has lapsed in accordance with the section entitled "Termination of Employee's Insurance," whenever the proper life insurance premium is not paid by an insured employee in any month, the deficiency shall be deducted from earnings by the employer or from the monthly annuity beginning with the payroll following discovery of nonpayment or improper payment. An insured employee who is making premium payments directly to the insurer will be billed by the insurer for any premium deficiency. If there is a premium deficiency at the time of an insured's death, the premium deficiency may be recovered from the death benefit.


If an excess deduction of life insurance premium has been made for any employee, the excess shall be adjusted by reducing subsequent life insurance premiums for that employee, or if there is no later payroll payment then a refund shall be issued to the person making the overpayment.

If premiums have been paid by an employee after Spouse and Dependent insurance coverage has terminated on all previously insured persons, the employee may file a request with the employer for a refund of such premium payments. Upon approval by the Department of the termination date of all coverage, premiums paid after the termination date shall be refunded to the employee, except that in no event shall a refund be made of premiums paid before the first day of the calendar year immediately preceding the year in which the request is filed.


Unless waived under the section entitled "Coverage During Disability – Waiver of Premium Benefit," because of disability, employee contributions are due from each insured employee until the earliest of the following:

- (1) The end of the month in which employment terminates, unless coverage is continued as a retired employee pursuant to Wis. Stats. §40.72(4), then premium will be due in accordance with Wis. Stats. §40.05(6)(d), or
- (2) The beginning of the month in which age 65 is attained if coverage was continued as a retired employee pursuant to Wis. Stats. §40.72(4), or
- (3) The beginning of the month in which an insured employee attains age 70 or an insured retired employee attains the age of 65 pursuant to Wis. Stats. §40.05(6)(b). This does not apply to Supplemental and Additional Insurance, for which premiums payments must be continued until the date the insured terminates employment.

Minnesota Life Insurance Company this 25th day of November, 2015

By 
Second Vice President LNO

The State of Wisconsin Group Insurance Board this 18th day of July, 2016

By 
Chairman
Michael S. Farrell

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