



ETE0003 Contract Amendment #5

Service:

Contract No./Request for Proposal No:

Third Party Administration for Health Savings Accounts (HSA) and Limited Flexible Spending Accounts (LFSA)

ETE0003 – Amendment #5 dated October 11, 2017

Contract Period: January 1, 2017 through December 31, 2017 with two (2) one (1)-year renewal options

1. This Contract is entered into by and between the State of Wisconsin Department of Employee Trust Funds, hereinafter referred to as the "Department," "ETF," the "State," or the "State of Wisconsin," all having the same authority as one entity, and Total Administrative Services Corporation (TASC) hereinafter referred to as the "Contractor," whose address and principal officer appear on page 2 of this Contract. 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 services described in this Contract in accordance with the State of Wisconsin terms and conditions, and in accordance with the Contractor's proposal submitted by eflexgroup, Inc. and received by the Department on May 1, 2014, hereby made a part of this Contract by reference.
3. In connection with the performance of work under this Contract, 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. Contractor further agrees to take affirmative action to ensure equal employment opportunities. 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 this 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, 608.261.7952, or via e-mail at ETFPurchasement@etf.wi.gov.
5. The following documents are included under and made a part of this Contract. For purposes of administering this Contract, the order of precedence is as follows:
 - A) This Contract Amendment #5 with Total Administrative Services Corporation (TASC), including:
 1. Exhibit A dated October 11, 2017;
 2. Exhibit A – Attachment 1 Performance Standards and Guarantees dated September 14, 2017;
 3. Exhibit A – Attachment 2 Contract Payment Terms dated May 3, 2016;
 4. Exhibit A – Attachment 3 Conflict Resolution Process dated September 14, 2016;
 5. Exhibit A – Attachment 4 Appeals Process dated June 6, 2016;
 6. Exhibit A – Attachment 5 Reporting Data Elements dated May 3, 2016;
 7. Exhibit B – Performance Standards and Guarantees dated May 3, 2016;
 8. Exhibit C – Audit and Open Access dated September 14, 2017;
 9. Exhibit D – Data Security and Privacy Agreement dated October 11, 2017; and
 10. Exhibit E – Contractor On-Site Professional Services Agreement dated September 14, 2017.
 - B) Contract Amendment #4 dated June 6, 2016;
 - C) Contract Amendment #3 dated June 6, 2016;
 - D) Contract Amendment #2 dated May 3, 2016;
 - E) Contract Amendment #1 dated May 3, 2016;
 - F) Request for Proposal (RFP) Amendment 1 with revised cost proposal dated April 21, 2014;
 - G) Questions from vendors and ETF answers dated April 21, 2014;
 - H) The RFP with the release date of April 3, 2014;
 - I) Contractor's best and final offer dated June 16, 2014;
 - J) Questions from ETF and Contractor's answers dated June 23, 2014;
 - K) Questions from the RFP evaluation team and Contractor's answers dated June 2, 2014;
 - L) Contractor's e-mail acknowledgement of RFP Amendment #1 dated May 2, 2014; and,
 - M) Contractor's proposal submitted by eflexgroup, Inc., and received by the Department on May 1, 2014.

Contract: ETE0003 – Contract Amendment #5 dated October 11, 2017 – Third Party Administration for Health Savings Accounts (HSA) and Limited Flexible Spending Accounts (LFSA)

State of Wisconsin
Department of Employee Trust Funds
By (Name) Robert J. Conlin
Signature DocuSigned by: <i>Robert J. Conlin</i>
Title 598FF085F431... Secretary Department of Employee Trust Funds
Phone 608 266 0301
Date (MM/DD/YYYY) 10/16/2017

Contractor
Legal Company Name Total Administrative Services Corporation (TASC)
Trade Name Total Administrative Services Corporation (TASC)
Taxpayer Identification Number 39-1561025
Company Address (City, State, Zip) 2302 International Lane Madison, WI 53704
By (Name) Micheal Herman
Signature <i>Micheal Herman</i>
Title Chief Operating Officer
Phone 608-237-4869
Date (MM/DD/YYYY) 10/12/2017

Exhibit A

Service:

Contract No./Request for Proposal No:

Third Party Administration for Health Savings Accounts (HSA) and Limited Flexible Spending Accounts (LFSA)

ETE0003 – Amendment #5 dated October 11, 2017

Contract Period: January 1, 2017 through December 31, 2017 with two (2) one (1)-year renewal options

1. The Department and Contractor agree that the Department will contract directly with TASC for third party administration for Flexible Spending Accounts (FSA) and Transit and Parking Benefits because of the merger of eflexgroup, Inc. and TASC. This Contract will be administered by TASC, hereinafter referred to as the "Contractor", whose address and principal officer appears on page 2. Since eflexgroup Inc. is no longer a legal entity, that name is being deleted. However, unless specifically stated elsewhere in this Contract, all other reference to eflexgroup Inc. remain in effect. The parties further agree the Department must contract with the same entity to whom the payments are made. In this case TASC will be listed on the Contract as well as the payee as outlined within the current W-9, which were discussed during these negotiations.
2. Both parties agree the referencing of the Contractor's Proposal will refer to the proposal submitted by eflexgroup, Inc. and received by the Department on May 1, 2014.
3. Contractor agrees to all contractual requirements provided in the RFP regarding: proposal procedures and requirements, mandatory proposer qualifications and terms, third party administrative services required, program background information, special terms and conditions, and standard terms and conditions. Acknowledgement is outlined in Page 3 and Appendix B of the Contractor's Proposal.
4. Contractor agrees to the terms in ETF's Business Associate Agreement (BAA) outlined in Appendix G of the RFP.
5. Contractor accepts all submission of receipts by FSA and Transit/Parking program participants via electronic, mail and fax methods.
6. **Business Day** means each day except Saturday, Sunday, and official State of Wisconsin holidays (see also: Day).
7. **Day** refers to a period of twenty-four hours starting at midnight.
8. The Administrative Agreement and Business Associate Agreement referenced in Attachment 3 of the Contractor's Proposal will not be part of this Contract.
9. The Customized Materials fee listed in the Contractor's best and final offer dated June 16, 2014 will not be part of this Contract.
10. Both parties agree appeals of claim denials may be made to the Contractor within ninety (90) days. The Contractor will issue a decision within sixty (60) days.
11. Both parties agree Limited Flexible Spending Account (LFSA) term shall be interchangeable with Limited Purpose Flexible Spending Account (LPFSA) term.
12. Both parties agree Employee Reimbursement Account (ERA) term shall be interchangeable with Flexible Spending Account (FSA) term.
13. Both parties agree Commuter Benefits (CB) term shall be interchangeable with the terms of Transit and/or Parking.
14. All references to "Section 3.9" within Section 1.2.8 of the RFP dated April 3, 2014 will be replaced with "Section 3.7."
15. Contractor agrees the Department will author and own the Plan Document and Summary Plan Description.
16. Contractor will provide a three person relationship management team assigned to the Department for the term of the Contract. The three relationship managers will be located in the Madison, Wisconsin area. One relationship manager will devote a minimum of twenty-four (24) business hours per week at the Department location, performing on-site professional services for the Department as stated in the Contractor On-site Professional Services Agreement.
17. Contractor agrees to a single **\$3.06** per-participant-per-month fee for Flexible Spending Accounts (FSA) or Commuter Benefits (CB) accounts or both. Fee increases will be provided annually by meeting the Performance Standards and Guarantees found in

Attachment 1 of Exhibit A. There will be a Fee increase of two (2) percent for the period covered by this contract amendment. An additional one (1) percent Fee increase to be determined by the Department based upon the satisfactory quality and completion of all clarified ETF requirements documented in the Contract Amendment #1.

18. Both parties agree there are no investment or load fees included in the Contractor's per-participant-per-month fee.
19. The Department agrees if for any reason a participant requests a wire transfer, the Contractor may charge **\$25.00** per wire transfer.
20. Contractor agrees to the Department's Performance Standards and Guarantees in Attachment 1.
21. Contractor agrees to the Department's Contract Payment Terms in Attachment 2.
22. Contractor agrees to the Department's Conflict Resolution Process in Attachment 3.
23. Contractor agrees to the Department's Appeals Process in Attachment 4.
24. Contractor agrees to provide reports meeting the Department's needs including the data elements outlined in Attachment 5.
25. **Quarterly** means every three months of a calendar year, January – March, April – June, July – September, and October – December.
26. **CONFIDENTIAL INFORMATION AND HIPAA BUSINESS ASSOCIATE AGREEMENT:** This Section is intended to cover handling of Confidential Information under state and federal law, and specifically to comply with the requirements of HIPAA, HITECH, and the Genetic Information Nondiscrimination Act (GINA) and the federal implementing regulations for those statutes requiring a written agreement with business associates.

(a) DEFINITIONS: As used in this Section, unless the context otherwise requires:

- (1) **Business Associate.** "Business Associate" has the meaning ascribed to it at 45 CFR 160.103 and in this Contract refers to the Contractor (insert name of Contractor).
- (2) **Confidential Information** has the meaning ascribed to it in Section 1.5 of the RFP.
- (3) **Covered Entity.** "Covered Entity" has the meaning ascribed to it at 45 CFR 160.103 and in this Contract refers to the Department of Employee Trust Funds.
- (4) **HIPAA Rules.** "HIPAA Rules" mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- (5) **Individual Personal Information.** "Individual Personal Information" has the meaning ascribed to it at Wis. Admin. Code ETF § 10.70 (1).
- (6) **Medical Record.** "Medical Record" has the meaning ascribed to it at Wis. Admin. Code ETF 10.01 (3m).

(b) PROVISION OF CONFIDENTIAL INFORMATION FOR CONTRACTED SERVICES: ETF, a different business associate of ETF or a contractor performing Services for ETF may provide Confidential Information to the Contractor under this Contract as the Department determines is necessary for the proper administration of this Contract, as provided by Wis. Stat. § 40.07 (1m) (d) and (3).

(c) DUTY TO SAFEGUARD CONFIDENTIAL INFORMATION: The Contractor shall safeguard Confidential Information supplied to the Contractor or its employees under this Contract. In addition, the Contractor will only share Confidential Information with its employees on a need-to-know basis. Should the Contractor fail to properly protect Confidential Information, any cost the Department pays to mitigate the failure will be subtracted from the Contractor's invoice(s).

(d) USE AND DISCLOSURE OF CONFIDENTIAL INFORMATION: Contractor shall:

- (1) Not use or disclose Confidential Information for any purpose other than as permitted or required by this Contract or as required by law. Contractor shall not use or disclose member names, addresses, or other data for any purpose other than specifically provided for in this Contract;
- (2) Make uses and disclosures and requests for any Confidential Information following the minimum necessary standard in the HIPAA Rules;
- (3) Use appropriate safeguards to prevent use or disclosure of Confidential Information other than as provided for by this Contract, and with respect to Protected Health Information, comply with Subpart C of 45 CFR Part 164;
- (4) Not use or disclose Confidential Information in a manner that would violate Subpart E of 45 CFR

Part 164 or Wis. Stat. § 40.07 if done by ETF; and

- (5) If applicable, be allowed to use or disclose Confidential Information for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided the disclosures are required by law, or Contractor obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been or is suspected of being breached.
- (e) **COMPLIANCE WITH ELECTRONIC TRANSACTIONS AND CODE SET STANDARDS:** The Contractor shall comply with each applicable requirements of 45 C.F.R. Part 162 if the Contractor conducts standard transactions, as that term is defined in HIPAA, for or on behalf of ETF.
- (f) **MANDATORY REPORTING:** Contractor shall report to ETF in the manner set forth in Subsection (l) any use or disclosure or suspected use or disclosure of Confidential Information not provided for by this Contract, of which it becomes aware, including breaches or suspected breaches of unsecured Protected Health Information as required at 45 CFR 164.410.
- (g) **DESIGNATED RECORD SET:** Contractor shall make available Protected Health Information in a designated record set to the individual as necessary to satisfy ETF's obligations under 45 CFR 164.524.
- (h) **AMENDMENT IN DESIGNATED RECORD SET:** Contractor shall make any amendment to Protected Health Information in a designated record set as directed or agreed to by ETF pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy ETF's obligations under 45 CFR 164.526.
- (i) **ACCOUNTING OF DISCLOSURES:** Contractor shall maintain and make available the information required to provide an accounting of disclosures to the individual as necessary to satisfy ETF's obligations under 45 CFR 164.528.
- (j) **COMPLIANCE WITH SUBPART E OF 45 CFR 164:** To the extent Contractor is to carry out one or more of ETF's obligations under Subpart E of 45 CFR Part 164, Contractor shall comply with the requirements of Subpart E that apply to a covered entity in the performance of such obligation; and
- (k) **INTERNAL PRACTICES:** Contractor shall make its internal practices, books, and records available to the Secretary of the United States Department of Health & Human Services for purposes of determining compliance with the HIPAA Rules.
- (l) **CONTRACTOR REPORTING OF BREACH OR SUSPECTED BREACH OR DISCLOSURE TO ETF:**
- (1) Within twenty-four (24) hours after Contractor becomes aware of a suspected breach, impermissible use, or impermissible disclosure, notify in writing the ETF Program Manager and Privacy Officer. A suspected breach, impermissible use, or impermissible disclosure is considered to be discovered as of the first day on which such occurrence is known to Contractor, or, by exercising reasonable diligence, would have been known to Contractor. The notification must contain details sufficient for the ETF Program Manager and Privacy Officer to determine ETF's agency response. Sufficient details include, without limitation:
 - a. A list of any affected members (if available);
 - b. Information about the information included in the breach, impermissible use, or impermissible disclosure;
 - c. The date or dates of the suspected breach, impermissible use, or impermissible disclosure;
 - d. The date of the discovery by Contractor;
 - e. A list of the pro-active steps taken by Contractor and being taken to correct breach, impermissible use or impermissible disclosure; and
 - f. Contact information at Contractor for affected persons who contact ETF regarding the issue.
 - (2) Not less than one (1) business day before Contractor makes any external communications to the public, media, federal Office for Civil Rights (OCR), other governmental entity, or persons potentially affected by the breach, impermissible use, or impermissible disclosure, provide a copy of the planned communication to the ETF Program Manager and Privacy Officer.
 - (3) Within thirty (30) days after Contractor makes the initial report under this section, Contractor shall research the suspected breach, impermissible use, or impermissible disclosure Confidential Information and provide a report in writing to the ETF Program Manager. The report must contain,

at a minimum:

- a. A complete list of any affected members and contact information;
- b. Copies of correspondence or notifications provided to the public, media, OCR, other governmental entity, or persons potentially affected;
- c. Whether Contractor's Privacy Officer has determined there has been a reportable breach under HIPAA, or an unauthorized acquisition under Wis. Stat. §134.98 and the reasoning for such determination;
- d. If Contractor determines there has been a breach, impermissible use, or impermissible disclosure, an explanation of the root cause of the breach, impermissible use, or impermissible disclosure;
- e. A list of the corrective actions taken to mitigate the suspected breach, impermissible use, or impermissible disclosure; and
- f. A list of the corrective actions taken to prevent a similar future breach, impermissible use, or impermissible disclosure.

(m) **CLASSIFICATION LABELS:** Contractor shall ensure that all data classification labels contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the State, as directed by the Department.

(n) **SUBCONTRACTORS:** If applicable, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit Confidential Information on behalf of Contractor agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information.

(o) **NOTICE OF LEGAL PROCEEDINGS:** If Contractor or any of its employees, agents, or subcontractors is legally required in any administrative, regulatory or judicial proceeding to disclose any Confidential Information, contractor shall give the Department prompt notice (unless it has a legal obligation to the contrary) so that the Department may seek a protective order or other appropriate remedy. In the event that such protective order is not obtained, Contractor shall furnish only that portion of the information that is legally required and shall disclose the Confidential Information in a manner reasonably designed to preserve its confidential nature.

(p) **MITIGATION:** The Contractor shall take immediate steps to mitigate any harmful effects of the suspected or actual unauthorized use, disclosure, or loss of any Confidential Information provided to Contractor under this Contract. The Contractor shall reasonably cooperate with the Department's efforts to comply with the breach notification requirements of HIPAA, to seek appropriate injunctive relief or otherwise prevent or curtail such suspected or actual unauthorized use, disclosure or loss, or to recover its Confidential Information, including complying with a reasonable corrective action plan, as directed by the Department.

(q) **COMPLIANCE REVIEWS:** The Department may conduct compliance reviews of the Contractor's security procedures before and during this Contract term to protect Confidential Information. A minimum ten (10) business day notice is required. Any and all audits, reviews and investigations will be coordinated with Contractor's EVP Enterprise Risk Management.

(r) **AMENDMENT:** The Parties agree to take such action as is necessary to amend the Contract as necessary for compliance with the HIPAA Rules and other applicable law.

(s) **SURVIVAL:** The obligations of Contractor under this Section survive the termination of the underlying Contract.

(t) **RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION:** Upon termination of this Contract for any reason, Contractor, with respect to Confidential Information received from ETF, another contractor of ETF, or created, maintained, or received by Contractor on behalf of ETF, shall:

- 1. Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities;
- 2. Return to ETF or, if agreed to by ETF, destroy the remaining Confidential Information that Contractor still maintains in any form;
- 3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Subsection, for as long as Contractor retains the Protected Health Information;

4. Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out above under Subsection (d) which applied prior to termination;
 5. Return to ETF or, if agreed to by ETF, destroy the Protected Health Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities; and
 6. If required by ETF, transmit the Confidential Information to another contractor of ETF.
27. TASC must determine if it is subject to the requirements of the "Red Flags Rule" established by the Federal Trade Commission and other federal agencies under the Fair and Accurate Credit Transactions Act of 2003. If TASC determines that it is subject to the "Red Flags Rule," TASC shall provide ETF with a summary of the program established by TASC to comply. If TASC determines that it is not subject to the "Red Flags Rule", TASC shall provide ETF with a written explanation why it is not considered a "financial institution" under 15 U.S.C. 1681(a) that has "transaction accounts" as that term is defined at 12 U.S.C. 461(b)(1)(C).

Exhibit A - Attachment 1

Performance Standards and Guarantees

September 14, 2017

Performance Standards and Guarantees The Contractor shall adhere to the Annual Project Plan.		Due Dates*
Customer Service: Provide prompt, knowledgeable, consistent and courteous customer service. Data in the below reports are continuously being refined based on ETF needs. Contract Administrator will revise reports in a timely manner that shall include data accuracy validation for field elements effected, as appropriate.		
1. First Call Resolution	A service issue is resolved on the first phone call 96% of the time. Reviewed at the corporate level; no reporting available specific to ETF participants.	Quarterly
2. Second Contact Resolution Note: this includes phone calls, email messages, online service requests, fax, and letters.	A response to an escalated first contact issue is completed within one (1) day. Two (2) business days is the average time to resolve service issues for second contact resolution. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
3. Written response to initial email messages, faxes and/or letters.	Three (3) business days or less is the average time to respond to written communication received from participants. Reviewed at the corporate level.	Biannually
4. Abandoned Calls	Four (4) percent or less of calls go unanswered or hang up before answered. Note: this measure is overall and not specific to ETF administered programs and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
5. Wait Time/Speed of Answer	Calls are answered within thirty (30) seconds at least 90% of the time. Note: ETF participants will "leap" ahead of other callers. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
6. Complaints	Average time to respond to complaints is one (1) business day or less. Proposed resolution to be shared with ETF within three (3) business days. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
7. Change in Status	Process and/or respond to Change in Status requests in three (3) business days or less. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
8. Debit Cards	Provide participants debit cards in ten (10) business days or less. Measured specifically for ETF participants.	Quarterly
9. Enrollment Processing	Process enrollments accurately in two (2) business days or less. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
10. Notice of Security Breach	See Part 1, D of the Business Associate Agreement. Measured specifically for ETF participants.	Immediately
11. Subcontractor Metrics	Prior approval of any customer service subcontracted.	Prior to subcontract
12. Customer Care provide accurate and complete information	Provide professional accurate information in a comprehensive manner to strive for a first call resolution. Audit and measure TASC Customer Care Staff specifically for ETF participants. Upon completion of TASC Customer Care audit, provide ETF with a summary of audit results and applicable corrective actions taken to improve ETF participant's Customer Care experience within fifteen (15) days of the end of the quarter.	Quarterly

Claims: Provide accurate claims adjudication services.		
1. Claim Turnaround Time	Number of days between claim submission and processing will be one (1) business day or less. Payment will be made within two (2) business days. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
2. Claim Accuracy	99% or more of claims paid with no financial errors; claim amount paid equals claim amount owed. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the quarter.	Quarterly
3. Unsubstantiated Claim	The Contractor shall adhere to State of Wisconsin substantiation policy and complete all Contractor required deliverables outlined within the policy on an annual basis.	Annually
Contributions: Timely and accurately post payroll contributions.		
1. Contributions	Process and post all payroll contributions correctly within three (3) business days or less. Measured specifically for ETF participants and reported to ETF within fifteen (15) days of the end of the month.	Monthly
2. Payroll Processing Centers	Work with each payroll processing center providing file specifications by November 15 th for the upcoming year.	By November 15 th each year
1. Initial Planning Meeting	Conduct initial planning meeting by July 15 th of each year.	By July 15 th each year
2. Benefit Fair Representation	TASC representation at five (5) largest attended benefit fairs.	Annually for fall benefit fairs
Open Enrollment: Plan and conduct a quality open enrollment for the HSA and FSA (includes LPFSA, medical and dependent care (FSA) and Commuter Benefits/Transit/Parking programs meeting ETF's needs.		
1. Initial Planning Meeting	Conduct initial planning meeting by July 15 th of each year.	By July 15 th each year
2. Benefit Fair Representation	TASC representation at five (5) largest attended benefit fairs.	Annually for fall benefit fairs.
3a. Open Enrollment Materials:	ETF must approve all informational materials and communications sent to ETF participants in advance of distribution by September 1 st of each year: Enrollment Packet materials, Welcome Kit materials, and Program and System Reference Materials will be sent for ETF review.	By September 1 st of each year and Quarterly updates as necessary and appropriate.
3b. Participant and Administrative Guides:	<p>In preparation for annual open enrollment, the following materials are to be revised and a final version provided initially by April 30th and thereafter on September 1st of each plan year.</p> <ul style="list-style-type: none"> A. Guides are: FSA Participant Guide, FSA Administrative Guide, HSA Participant Guide and HSA Administrative Guide. B. Guides to be validated against State of Wisconsin Plan Document and Summary Plan Description that the guide's language is specific to the State of Wisconsin Benefit Plans. C. Guides to be reviewed by TASC Compliance Department to review compliance to federal and state law or regulations. D. Guides to be published and loaded on the TASC Participant and Administrative portal. E. Educational Training will be provided to TASC Customer Care, ETF Staff and all applicable Payroll and Human Resources Staff. <p>In preparation for annual open enrollment, the guides will be reviewed and revised with any necessary updates by September 1st. Additionally, newly revised versions shall be validated against</p>	<p>By April 30th of each year and Quarterly updates as necessary and appropriate.</p> <p>By April 30th initially and by September 1st of each plan year thereafter. By May 31st of each year and Quarterly updates as necessary and appropriate. By September 1st initially and then each year thereafter and Quarterly</p>

	former versions to ensure all federal and state laws and regulations have been changed and/or updated.	updates as necessary and appropriate.
3c. Informational Materials and Communications throughout the Program Year:	ETF must approve all informational materials and communications sent to ETF participants in advance of distribution.	Throughout the year as ETF identifies and establishes TASC item due dates.
4. Internet Enrollment System	Provide an internet enrollment system that functions smoothly and timely that is accessible 95% of each day during the annual open enrollment period. Measured specifically for ETF participants.	Annually reported and related to Open Enrollment.
5. Telephone Enrollment System	Provide a telephone enrollment system that functions smoothly and timely that is accessible 95% of each day during the annual open enrollment period. Measured specifically for ETF participants.	Annually reported and related to Open Enrollment
6. Paper Enrollment Option	Provide a paper enrollment option during the annual open enrollment period. Measured specifically for ETF participants.	Annually reported and related to Open Enrollment
Non-discrimination Testing: The Contractor must complete any testing as required by applicable law to monitor the non-discriminatory character of the State of Wisconsin Employee Cafeteria Plan. Testing results shall be delivered to the Department within 60 days of receipt of all payroll center final data. The intentions would be to complete the testing by the end of the second quarter on an annual basis.		
1. Corrections and recommendations	Make corrections and/or provide recommendations on how to correct failures.	End of second Quarter, annually
2. Guidance	Provide guidance on how to prevent failures in the future.	End of second Quarter, annually
3. Additional testing	In the event of a failed test, the Contractor will administer additional testing to confirm implemented changes rectified the failure no later than October 1 of the applicable plan year.	Annually
Plan Documents and Summary Plan Descriptions: Provide applicable Plan Document and Summary Plan Description complying with ETF's expressed needs and applicable law. Contractor agrees the Department will author and own the Plan Document and Summary Plan Description. If ETF decides that it wants TASC to prepare the HSA original Plan Document and Summary Plan Description, ETF will request them in writing and the parties hereby agree ETF shall own the documents. The Contract Administrator maintains and revises the Plan Document as required to comply with any changes in Federal or State law or regulations and incorporates program changes. In addition, ETF may request additional revisions as circumstances arise and Contract Administrator is responsible to address ETF requests in a timely manner. Final versions to be completed by and received by April 30th. Plan Documents and Summary Plan Descriptions, as described below, are all to be published and loaded on the TASC Participant and Administrative portal initially by April 30th and then by December 31, 2016 thereafter.		
1. Health Savings Account (HSA)	The HSA Plan Document is included in the Section 125 Plan Document; pre-taxing HSA employee contributions and the employer contribution must be within the Section 125 Plan Doc and shall be delivered to ETF prior to November 1 st of each plan year and be compliant with federal and state law. If any new federal and state law is enacted before the beginning of next plan year, TASC must amend the information and submit to ETF, as appropriate, prior to the start of the plan year. If any new federal and state law is enacted throughout the plan year, TASC shall make the appropriate updates within thirty (30) days of knowledge of law changes.	Annually
2. LPFSA	Provide Plan Document and Summary Plan Description shall be delivered to ETF prior to November 1 st of each plan year and be compliant with federal and state law. If any new federal and state law is enacted before the beginning of next plan year, TASC must amend the information and submit to ETF, as appropriate, prior to the start of the plan year. If any new federal and state law is enacted throughout the plan year, TASC shall make the appropriate updates within thirty (30) days of knowledge of law changes.	Annually
3. FSA	Provide Plan Document and Summary Plan Description shall be delivered to ETF prior to November 1 st of each plan year and be compliant with federal and state law. If any new federal and state	Annually

	law is enacted before the beginning of next plan year, TASC must amend the information and submit to ETF, as appropriate, prior to the start of the plan year. If any new federal and state law is enacted throughout the plan year, TASC shall make the appropriate updates within thirty (30) days of knowledge of law changes.	
4. Commuter Benefits/Transit/ Parking	Provide Plan Document and Summary Plan Description shall be delivered to ETF prior to November 1 st of each plan year and be compliant with federal and state law. If any new federal and state law is enacted before the beginning of next plan year, TASC must amend the information and submit to ETF, as appropriate, prior to the start of the plan year. If any new federal and state law is enacted throughout the plan year, TASC shall make the appropriate updates within thirty (30) days of knowledge of law changes.	Annually
Reports: Provide accurate, complete and timely reports as specified below and requested by ETF. Data in the below reports are continuously being refined based on ETF needs. Contract Administrator will revise reports in a timely manner that shall include data accuracy validation for field elements effected, as appropriate.		
1. Plan Participation Statistics	Provide quarterly enrollment statistics by plan (HSAs, LPFSA, FSA and Commuter Benefits) that include annual election amount, method of enrollment, date enrolled within fifteen (15) days of the end of the quarter.	Quarterly
2. Customer Service Summary	Provide a monthly report of Customer Service data noted above within fifteen (15) days of the end of each month. Note: Customer Service Summary relates to information in Customer Service category (page 1).	Monthly
3. Claim Summary	Provide a monthly report of Claim Summary Information noted above within fifteen (15) days of the end of each month.	Monthly
4. Payroll Discrepancy Reports	Compile and distribute a payroll discrepancy report to each payroll processing center following each payroll within seven (7) business days of receiving payroll data. Research and resolve any discrepancies identified within the reconciliation process. Refine process flows between ETF, Payroll Processing Centers, Agencies, and TASC to prevent further discrepancies.	Each payroll
5. Summary Payroll Discrepancy Reports	For ETF, provide a weekly summary of payroll discrepancy reports sent to payroll processing centers including the date of the payroll, date a discrepancy report was sent, and date a response was received from the payroll processing center.	Weekly
6. Contributions/Payroll Deductions	Provide mutually agreed upon reports monthly to facilitate reconciliation between TASC, ETF, and Payroll Processing Centers within fifteen (15) days of the end of the month.	Monthly
7. Annual Report	Provide a preliminary, materially correct annual report due April 30 th and a final annual report by May 31 st of each plan year including:	Annually
	A. Plan participation statistics	
	B. Estimated tax savings for ETF and collectively for participants (not specific to ETF participants)	
	C. Report of customer service activity. Upon completion of Customer Satisfaction Survey, results reviewed and quality improvement plan discussed, goal setting is established between ETF and TASC, and action plan is followed-through to completion by TASC.	
	D. Year-to-date forfeiture for prior year Note: Point of Claims, thus TASC will not hold funds. Finalization report is available online 24/7/365. TASC will audit the preliminary, materially correct report by April 30 and audit the final report by May 31 st provided there is a ninety (90) day claims run out.	
	E. Participant satisfaction survey report	
	F. TASC quality team to prepare an audit annually for ETF participants.	

8. Performance Standards and Guarantees	Provide a report summarizing the Performance Standards and Guarantees within forty-five (45) days of the end of the plan year.	Annually
9. Turnover Plan	Provide a turnover plan outlining transitions within thirty (30) days of being notified of non-renewal as plan third party administrator.	Upon non-renewal
Disaster Recovery: Develop and maintain a disaster recovery plan.		
1. Disaster Recovery Plan	Provide results of any material findings from simulation testing for the disaster recovery plan by January 30 th of each year. Provide updates and respond to questions from ETF consistent with protection of TASC's confidentiality needs and protection of participants' data and the BAA.	Annually by January 30 th
2. Disaster	Initiate the disaster recovery plan within twenty-four (24) hours of any event that causes a disruption of services impacting ETF's critical business functions. Any disagreement between ETF and TASC regarding declaring a disaster will be resolved by the second level of the conflict resolution process set forth in this Contract.	Within 24 hours

*Due dates are firm deadlines established by ETF to receive completed, quality TASC products or services. If TASC products are written, they shall include all ETF requested changes and revisions and be in a final version format that is free of errors or omissions. Unless otherwise authorized by ETF Program Manager, in writing.

Exhibit A - Attachment 2

Contract Payment Terms

May 3, 2016

Department of Employee Trust Fund, State of Wisconsin (ETF) agrees to pay TASC for services provided under this Agreement in accordance with the Exhibit A. Invoices for services will occur forty-five (45) days prior to the service period and are due prior to the first date of service being billed. ETF agrees to provide TASC the payment via ACH payment. TASC will not charge ETF for any ACH Fee for the use of ACH as a payment source. Fees for services outside the Services To Be Provided under this Agreement, or for additional services that become necessary due to the missing, incomplete or incorrect information will be invoiced separately and will be disclosed to ETF prior to incurring the expense. Fees are calculated on the number of participants in the plan(s) at the time of invoices. ETF has no responsibility for fees related to terminated FSA participants. ETF is responsible for the Administration Fees for the entire plan year, including the 2.5 month Grace Period Extension and/or Claims Run Out Period. Only one administrative fee per participant per month will apply, even if a participant is simultaneously in an open plan year, a 2.5 month Grace Period and a Claims Run Out Period. Failure to remit payment for administration services will be resolved through the agreed upon Conflict Resolution Process in Attachment 3.

ETF will provide TASC with advance funding equal to two (2) weeks of average annual election. The amount of advance funding may be reviewed and adjusted quarterly at the request of either party. TASC will invoice ETF weekly for paid claims. ETF will reimburse TASC via ACH payment within five (5) business days of receipt of the invoice.

Exhibit A - Attachment 3

Conflict Resolution Process

September 14, 2016

In the event a conflict arises between TASC and ETF which cannot be resolved in the normal course:

- a. The parties acknowledge and agree that time is of the essence in the resolution of conflicts. Accordingly, the parties shall act expeditiously to resolve any such conflict.
- b. TASC shall continue without delay to carry out all its responsibilities under this Contract which are not affected by the conflict. Should TASC fail to perform its responsibilities under this Contract that are not affected by the conflict without delay, any and all additional costs incurred by TASC and ETF as a result of such failure to proceed shall be borne by TASC. TASC shall not make any claim against ETF for such costs. ETF's non-payment of fees in breach of this Contract that are overdue by sixty (60) days is a conflict that will always be considered to affect TASC's responsibilities.
- c. The party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by delivering written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted by this Contract. After such notice, the parties shall use all reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between authorized negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

LEVEL	TASC	ETF	ALLOTTED TIME
First	Client Account Manager	Deputy Director, Office of Strategic Health Policy	Ten (10) business days
Second	Executive Vice President of Customer Service	Director, Office of Strategic Health Policy	Twenty (20) business days
Third	Chief Operating Officer	Secretary	Thirty (30) business days

The allotted time for the First Level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the Invoking Party's notice was originally received by the other party. If the Third Level parties cannot resolve the issue within thirty (30) business days of the Invoking Party's original notice, then the issue shall be designated as a dispute at the discretion of the Invoking Party and, if so, shall be resolved in accordance with the section below. The time periods herein are in addition to those periods for a party to cure provided elsewhere in this Contract, and do not apply to claims for equitable relief (i.e. injunction to prevent disclosure of confidential information). ETF may withhold payments on disputed items pending resolution of the dispute.

DISPUTE RESOLUTION

As provided in the Standard Terms and Conditions, this Contract shall be governed under the laws of the State of Wisconsin. Both parties agree that any court proceeding arising or related to this Contract shall be exclusively brought in the State of Wisconsin, Dane County Circuit Court, or upon appeal to the appellate courts in Wisconsin. Both parties agree to waive the right to trial by jury.

Exhibit A - Attachment 4

Appeals Process

June 6, 2016

TASC will send the participant a denial letter specifying the reason for denial(s) supporting its action regarding the benefit programs it administers on behalf of ETF on issues raised by a participant including, but not limited to:

- Denial of a claim
- Grace period and runout period
- Late reimbursement
- Late enrollment
- Substantiation

Appeals by a participant must be made to TASC within ninety (90) days of the original denial. In the appeal, the participant may submit additional documents and written comments and request relevant information and documents pertaining to the original denial. TASC will issue a written decision within sixty (60) days specifying the reason (s) governing the decision, including references to applicable Plan provisions. The written decision must inform the participant of the opportunity to appeal TASC's decision to ETF.

A participant may appeal the TASC decision to ETF for either an informal review or a departmental determination. A request for ETF informal review or a departmental determination must be made within sixty (60) days of the date of TASC's written decision. If the participant requests an informal review by ETF, the results of that review will be sent to the participant within sixty (60) days of ETF's receipt of the request. If a participant requests a departmental determination, ETF will attempt to send that determination to the participant within ninety (90) days of the request.

A participant may appeal ETF's departmental determination to the Group Insurance Board. An appeal to the Group Insurance Board must be made within ninety (90) days of the date of the departmental determination. All appeals to the Group Insurance Board are conducted in accordance with Wisconsin Administrative Code Chapter ETF 11. An appeal should be sent to the Appeals Coordinator, Department of Employee Trust Funds, P. O. Box 7931, Madison, WI 53707-7931.

Exhibit A - Attachment 5

Reporting Data Elements

May 3, 2016

The Contract Administrator is required to submit reports to ETF to allow adequate program monitoring. Reports may include, but not limited to, those reports that are stated in the current administrative services contract.

Data Elements required by ETF from TASC for reporting purposes:

All Billings need to include a MASTER INVOICE including the following:

- Invoice Number
- Invoice Date
- Payment Due Date
- Service Period
- Total Due

FSA/LPFSA and Parking and Transit Claims Invoicing:

- Claims broken out by policy year
- Claims broken out by Medical, Dependent Care, Parking, or Transit
- Total claims for each policy year
- Grand Total of amount due
- Supporting documentation identifying who/what the claim is for
 - Participant's First/Last Name
 - Participant's ID Number
 - Employer Name & Number
 - Payroll Center
 - Claim Amount
 - Policy Year
 - Type of Benefit (Medical, Transit, etc.)
 - Payment Type – How was the member reimbursed? (Debit Card, check, EFT, etc.)

FSA/LPFSA, Parking/Transit, and HSA Administrative Billing:

- Number of Participants in each program
- Admin Rate
- Total Amount Due
- Supporting documentation of who ETF is being billed for
 - Participant's First/Last Name
 - Participant's ID Number
 - Medical, Dependent, Parking, Transit, HSA
 - Employer Name & Number
 - Payroll Center

FSA/LPFSA and Parking and Transit Contributions Reporting:

- Monthly Summary of Contributions by Employer and/or Payroll Center
 - Employer Name & Number and/or Payroll Center
 - Payroll Deduction Date
 - Total Medical, Dependent, Parking, or Transit contributions for that Payroll Month
 - Total Contributions Year to date
- Details of Contributions at the participant level
 - Participant's First/Last Name

- Participant's ID Number
- Employer Name & Number
- Payroll Center
- Payroll Deduction Type – weekly, bi-monthly, monthly, etc.
- Payroll Deduction Date
- Contribution Amount
- Type: Medical, Dependent, etc.

Annual Forfeiture Reports – FSA/LPFSA and Parking and Transit

- Excel file of participants level data including the following elements, in addition to member identifying data:
 - Participant Contributions, Carryover Funds, Requests Paid, and Carryover Transfer
- So that TASC/ETF can calculate the forfeitures by:
 - Policy Year
 - Medical Total
 - Dependent Total
 - Parking and Transit Totals
 - Grand Total of Forfeitures

Stale Dated Checks

- Report listing the stale dated checks
 - Check Number
 - Check Date
 - Check Amount
 - Payee – Participant Name
 - Participant ID Number
 - Program – FSA (Medical or Dependent), Parking and Transit, or LPFSA
 - Policy Year of the claim the check was issued for

Unsubstantiated Claims

- The Contractor shall adhere to State of Wisconsin Substantiation Policy and complete all Contractor required report deliverables outlined within the policy.

NOTE: Reports and its details should remain static – If a report is run/received for January it should be the same whether we get it in February or December. Any changes should be reflected and noted on the following month's report. Participant information should also remain relevant to that benefit month. For example, if an employer works at the Department of Revenue in January, but transfers to the Department of Corrections in May, any January reporting pulled after May should still reflect Department of Revenue as the employer for that month of January.

ETF reserves the right to refine the reports and data elements above, as appropriate and necessary. ETF will inform TASC, in writing, for every report or data element change needed. The parties will meet to discuss ETF's needs and TASC's current capacity to meet those needs, and reach an agreement in how the reports and data elements can be refined. ETF retains ownership of all reports to include customer reports.

Exhibit B

Performance Standards and Guarantees

May 3, 2016

Performance Standards and Guarantees		Due Dates
1. Annual Review and Recommendations	TASC will review ETF Employee Reimbursement (ERA) and Commuter Benefits programs and provide beneficial recommendations and program improvements for participants and their employers by July 15th of each plan year. These recommendations and improvements may include, but are not limited to identifying tax savings for the program participants and their employers, reduce the amount of participant forfeitures versus the administration cost offset, or reduce participant carryover amounts to better align with usage.	Annually
2. In person	TASC will conduct in-person meetings with ETF Staff, Payroll Processing Centers' Staff, Human Resources Benefits Staff every three (3) months to discuss any process flows, questions and/or concerns. Quarterly informational meetings can be combined. However, if there is a concern specific to a Payroll Processing Center those meetings will be held separately. Also, in advance of "It's Your Choice" Open Enrollment, separate meetings will be held with each Payroll Processing Center, applicable Human Resource Benefits Staff, and ETF Staff. The parties will meet to discuss the needs of ETF, the Payroll Processing Centers, and Human Resource Benefits Staff and reach an agreement on the meeting subject matter of focus, audience, and appropriate meeting venue.	Quarterly

Exhibit C

Audit and Open Access

September 14, 2017

SOC Report:

The DEPARTMENT will be furnished with an annual copy of an Independent Service Auditor's Report on Management's Description of the Service Organization's System and the Suitability of the Design and Operating Effectiveness of Controls (SOC 1, Type 2), which will be provided to the DEPARTMENT by May 1 following each plan year. This independent audit of the CONTRACTOR'S controls must be completed in accordance with the American Institute of Certified Public Accountants' Statements on Standards for Attestation Engagements (SSAE) No. 18 (SOC 1, Type 2). The SSAE 18 (SOC 1, Type 2) annual audit will include all programs under this Contract and will be conducted at the CONTRACTOR'S expense. If the CONTRACTOR's SSAE 18 (SOC 1, Type 2) audit covers less than the twelve (12) months of a calendar year, the CONTRACTOR will provide a bridge letter to the DEPARTMENT, stating whether processes and controls have changed since the SSAE 18 (SOC 1, Type 2) audit.

Contract Compliance Audit:

The DEPARTMENT will schedule and arrange for an independent certified public accountant to perform agreed upon procedures or consulting work related to the CONTRACTOR'S compliance with this Contract on a periodic basis, as determined by the DEPARTMENT. The audit scope will be determined by the DEPARTMENT and may include recordkeeping, participant account activity, claims processing, administrative performance standards, and any other relevant areas to the programs under this Contract. The timeline of the audit will be mutual agreed upon by the DEPARTMENT and the CONTRACTOR. A minimum ten (10) business day notice is required. Any and all audits, reviews and investigations will be coordinated with Contractor's Executive Vice President Enterprise Risk Management.

Open Access:

All CONTRACTOR books, records, ledgers, data, and journals relating to the programs under this Contract will be open for inspection and audit by the DEPARTMENT, its designees, or the State of Wisconsin Legislative Audit Bureau, at any time during normal working hours. A minimum ten (10) business day notice is required. Any and all audits, reviews, and investigations will be coordinated with Contractor's Executive Vice President Enterprise Risk Management.

Records or data requested shall be provided electronically in a format mutually agreed upon by the DEPARTMENT and CONTRACTOR. The aforementioned authority shall have access to interview any employee of the CONTRACTOR authorized agent involved with the Contract in conjunction with any audit, review, or investigation deemed necessary by the DEPARTMENT or the State of Wisconsin.

LAB Audit:

The DEPARTMENT is audited by the State of Wisconsin Legislative Audit Bureau annually, as required by Wisconsin Statute 13.94 (1) (dd). The CONTRACTOR agrees to provide necessary information related to this audit for all programs under this Contract, as requested by the DEPARTMENT or auditor.

Exhibit D

Data Security and Privacy Agreement

October 11, 2017

DATA SECURITY AND PRIVACY AGREEMENT

- (a) **PURPOSE AND SCOPE OF APPLICATION:** This Data Security and Privacy Agreement (Agreement) is designed to protect the Department of Employee Trust Fund's (ETF) Confidential Information and ETF Information Resources (defined below). This Agreement describes the data security and privacy obligations of Contractor and its sub-contractors that connect to ETF Information Resources and/or gain access to Confidential Information.
- (b) **DEFINED TERMS:**
- (1) **Confidential Information** means all tangible and intangible information and materials being disclosed in connection with the Contract, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one of the following criteria: (i) Individual Personal Information; (ii) Protected Health Information under HIPAA, 45 CFR 160.103; (iii) proprietary information; (iv) non-public information related to the State of Wisconsin's employees, customers, technology (including data bases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; (v) information expressly designated as confidential in writing by the State of Wisconsin; (vi) all information that is restricted or prohibited from disclosure by State or federal law, including Individual Personal Information and Medical Records as governed by Wis. Stat. § 40.07, Wis. Admin. Code ETF 10.70(1) and 10.01(3m); or (vii) any material submitted by the Proposer in response to this RFP that the Proposer designates confidential and proprietary information and which qualifies as a trade secret, as provided in Wis. Stat. § 19.36 (5) or material which can be kept confidential under the Wisconsin public records law, and identified by Contractor on FORM D –Designation of Confidential and Proprietary Information (DOA-3027). Pricing information cannot be held confidential.
 - (2) **ETF Information Resources** means those devices, networks and related infrastructure that ETF has obtained for use to conduct ETF business. Devices include but are not limited to, ETF-owned, managed, used through service agreements storage, processing, communications devices and related infrastructure on which ETF data is accessed, processed, stored, or communicated, and may include personally owned devices. Data includes, but is not limited to, Confidential Information, other ETF created or managed business and research data, metadata, and credentials created by or issued on behalf of ETF.
- (c) **ACCESS TO ETF INFORMATION RESOURCES:** In any circumstance when Contractor is provided access to ETF Information Resources, it is solely Contractor's responsibility to ensure that its access does not result in any access by unauthorized individuals to ETF Information Resources. Contractors who access ETF's systems from any ETF location must at a minimum conform with ETF security standards that are in effect at the ETF location(s) where the access is provided. Any Contractor technology and/or systems that gain access to ETF Information Resources must comply with, at a minimum, the elements in the Computer System Security Requirements set forth in this Agreement.
- (d) **COMPLIANCE WITH APPLICABLE LAWS:** Contractor agrees to comply with all applicable state and federal laws, as well as industry best practices, governing the collection, access, use, disclosure, safeguarding and destruction of Confidential Information.

(e) PROHIBITION ON UNAUTHORIZED USE OR DISCLOSURE OF CONFIDENTIAL INFORMATION:

Contractor agrees to hold ETF's Confidential Information, and any information derived from such information, in strictest confidence. Contractor will not access, use or disclose Confidential Information other than to carry out the purposes for which ETF disclosed the Confidential Information to Contractor, except as permitted or required by applicable law, or as otherwise authorized in writing by ETF. For avoidance of doubt, this provision prohibits Contractor from using for its own benefit Confidential Information or any information derived from such information. If required by a court of competent jurisdiction or an administrative body to disclose Confidential Information, Contractor will notify ETF in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give ETF an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so).

(f) REQUIREMENT TO KEEP CONFIDENTIAL INFORMATION WITHIN THE UNITED STATES:

The Contractor's transmission, transportation or storage of Confidential Information outside the United States, or access of Confidential Information from outside the United States, is prohibited except on prior written authorization by ETF.

(g) SAFEGUARD STANDARD:

Contractor agrees to protect the privacy and security of Confidential Information according to all applicable laws and regulations, including HIPAA, by commercially-acceptable frameworks or standards such as the ISO/IEC 27000-series, NIST, 800-53, RFC 2196, IEC 62443, and SANS CIS Top 20. ISO 270001, etc. Security Controls, and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Confidential Information. All Confidential Information stored on portable devices or media must be encrypted in accordance with the Federal Information Processing Standards (FIPS) Publication 140-2. Contractor will ensure that all security measures are regularly reviewed including ongoing monitoring, an annual penetration and vulnerability test, and an annual security incident response test, and revised, no less than annually, to address evolving threats and vulnerabilities while Contractor has responsibility for the Confidential Information under the terms of this Agreement. Prior to agreeing to the terms of this Agreement, and periodically thereafter (no more frequently than annually) at ETF's request, Contractor will provide assurance, in the form of a third-party audit report or other documentation acceptable to ETF, such as an SSAE 18 SOC 2 Type 2 report, demonstrating that appropriate information security safeguards and controls are in place.

(h) INFORMATION SECURITY PLAN:

- (1)** Contractor acknowledges that ETF is required to comply with information security standards for the protection of Confidential Information as required by law, regulation and regulatory guidance, as well as ETF's internal security program for information and systems protection.
- (2)** Contractor will establish, maintain and comply with an information security plan (Information Security Plan), which will contain, at a minimum, such elements as those set forth in this Agreement.
- (3)** Contractor's Information Security Plan will be designed to:
 - a.** Ensure the privacy, security, integrity, availability, and confidentiality of Confidential Information;
 - b.** Protect against any anticipated threats or hazards to the security or integrity of such information;
 - c.** Protect against unauthorized access to or use of such information that could result in harm or inconvenience to the person that is the subject of such information;
 - d.** Reduce risks associated with Contractor having access to ETF Information Resources; and
 - e.** Comply with all applicable legal and regulatory requirements for data protection.
- (4)** On at least an annual basis, Contractor will review its Information Security Plan, update and revise it as needed, and make available to ETF upon request. At ETF's request, Contractor will make modifications to its Information Security Plan or to the procedures and practices thereunder to conform to ETF's security requirements as they exist from time to time. If there are any significant modifications to Contractor's Information Security Plan, Contractor will notify ETF within a reasonable period of time, not to exceed two weeks. Any significant modification

must include the same or a higher framework or information security standard maturity level than what currently exists in the Plan.

(i) RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION:

Upon termination of this Contract for any reason, Contractor, with respect to Confidential Information received from ETF, another contractor of ETF, or created, maintained, or received by Contractor on behalf of ETF, shall:

- (1) Retain only that Confidential Information which is necessary for Contractor to continue its proper management and administration or to carry out its legal responsibilities.
- (2) Return to ETF, or, if agreed to by ETF, destroy the remaining Confidential Information that Contractor still maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent use or disclosure of the Protected Health Information, other than as provided for in this Subsection, for as long as Contractor retains the Protected Health Information;
- (4) Not use or disclose the Confidential Information retained by Contractor other than for the purposes for which such Confidential Information was retained and subject to the same conditions set out above under Subsection (d) which applied prior to termination;
- (5) Return to ETF or, if agreed to by ETF, destroy the Protected Health Information retained by Contractor when it is no longer needed by Contractor for its proper management and administration or to carry out its legal responsibilities; and
- (6) If required by ETF, transmit the Confidential Information to another contractor of ETF.

(j) NOTIFICATION OF CORRESPONDENCE CONCERNING CONFIDENTIAL INFORMATION:

Contractor agrees to notify ETF immediately, both orally and in writing, but in no event more than twenty-four (24) hours after Contractor receives correspondence or a complaint regarding Confidential Information, including but not limited to, correspondence or a complaint that originates from a regulatory agency or an individual.

(k) BREACHES OF CONFIDENTIAL INFORMATION:

CONTRACTOR REPORTING OF BREACH OR SUSPECTED BREACH OR DISCLOSURE TO ETF:

- (1) Within twenty-four (24) hours after Contractor becomes aware of a suspected breach, impermissible use, or impermissible disclosure of ETF's Confidential Information, notify in writing the ETF Program Manager and Privacy Officer. A suspected breach, impermissible use, or impermissible disclosure is considered to be discovered as of the first day on which such occurrence is known to Contractor, or, by exercising reasonable diligence, would have been known to Contractor. The notification must contain details sufficient for the ETF Program Manager and Privacy Officer to determine ETF's agency response. If the Contractor cannot notify the Department of details due to specific instructions from law enforcement, the Contractor will notify the Department in writing. Sufficient details include, without limitation:
 - a. The nature of the unauthorized access, use or disclosure;
 - b. A list of any affected members (if available);
 - c. Information about the information included in the breach, impermissible use, or impermissible disclosure;
 - d. The date or dates of the suspected breach, impermissible use, or impermissible disclosure;
 - e. The date of the discovery by Contractor;
 - f. A list of the pro-active steps taken by Contractor and being taken to correct breach, impermissible use or impermissible disclosure; and
 - g. Contact information at Contractor for affected persons who contact ETF regarding the issue.
- (2) Not less than twenty-four (24) hours before Contractor makes any external communications to the public, media, federal Office for Civil Rights (OCR), other governmental entity, or persons potentially affected by the breach, impermissible use, or impermissible disclosure, provide a copy of the planned communication to the ETF Program Manager and Privacy Officer.

- (3) Within thirty (30) days of Contractor making the initial report, Contractor shall research the suspected breach, impermissible use, or impermissible disclosure Confidential Information and provide a report in writing to the ETF Program Manager. The report must contain, at a minimum:
- a. A complete list of any affected members and contact information;
 - b. Copies of correspondence or notifications provided to the public, media, OCR, other governmental entity, or persons potentially affected;
 - c. Whether Contractor's Privacy Officer has determined there has been a reportable breach under HIPAA, or an unauthorized acquisition under Wis. Stat. §134.98 and the reasoning for such determination;
 - d. If Contractor determines there has been a breach, impermissible use, or impermissible disclosure, an explanation of the root cause of the breach, impermissible use, or impermissible disclosure;
 - e. A list of the corrective actions taken to mitigate the suspected breach, impermissible use, or impermissible disclosure; and
 - f. A list of the corrective actions taken to prevent a similar future breach, impermissible use, or impermissible disclosure.

COORDINATION OF BREACH RESPONSE ACTIVITIES:

- (4) Contractor will fully cooperate with ETF's investigation of any breach involving Contractor, including but not limited to making witnesses, documents, HIPAA logs, systems logs, video recordings, or other pertinent or useful information available immediately upon Contractor's reporting of the breach and throughout the investigation. Contractor's full cooperation will include but not be limited to Contractor:
- a. Immediately preserving any potential forensic evidence relating to the breach, and remedying the breach as quickly as circumstances permit
 - b. Within forty-eight (48) hours designating a contact person to whom ETF will direct inquiries, and who will communicate Contractor responses to ETF inquiries; Contractor will designate a Privacy Officer and Security Officer to serve as contacts for ETF.
 - c. As rapidly as circumstances permit, applying appropriate resources to remedy the breach condition, investigate, document, restore ETF service(s) as directed by ETF, and undertake appropriate response activities such as working with ETF, its representative, and law enforcement to identify the breach, identify the perpetrator(s), and take appropriate actions to remediate the security vulnerability;
 - d. Providing status reports at mutually agreed upon frequency until the root cause of the breach is identified and a plan is devised to fully remediate the breach;
 - e. Once the root cause of the breach is identified and a plan is devised to fully remediate the breach, providing status reports daily or at mutually agreed upon timeframes, to ETF on breach response activities, findings, analyses, and conclusions;
 - f. Coordinating all media, law enforcement, or other breach notifications with ETF in advance of such notification(s), unless expressly prohibited by law; and
 - g. Ensuring that knowledgeable Contractor staff is available on short notice, if needed, to participate in ETF-initiated meetings and/or conference calls regarding the breach.

ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS:

- (5) Contractor will make itself and any employees, subcontractors, or agents assisting Contractor in the performance of its obligations available to ETF at no cost to ETF to testify as witnesses, or otherwise, in the event of a breach or other unauthorized disclosure of Confidential Information caused by Contractor that results in litigation, governmental investigations, or administrative proceedings against ETF, its directors, officers, agents or employees based upon a claimed violation of laws relating to security and privacy or arising out of this Agreement or the Contract.

(I) RETENTION OF LOGS:

- (1) HIPAA logs (logs of any systems that have information relating to HIPAA) must be kept for six (6) years.
- (2) Firewall logs must be kept for twelve (12) months.

(m) ADDITIONAL INSURANCE: In addition to the insurance required under the Agreement, Contractor at its sole cost and expense will obtain, keep in force, and maintain an insurance policy (or policies) that provides coverage for privacy and data security breaches. This specific type of insurance is typically referred to as Privacy, Technology and Data Security Liability, Cyber Liability, or Technology Professional Liability. In some cases, Professional Liability policies may include some coverage for privacy and/or data breaches. Regardless of the type of policy in place, it needs to include coverage for reasonable costs in investigating and responding to privacy and/or data breaches with the following minimum limits unless ETF specifies otherwise: \$1,000,000 Each Occurrence and \$5,000,000 Aggregate.

(n) INFORMATION SECURITY PLAN REQUIREMENTS:

- (1)** Contractor will develop, implement, and maintain a comprehensive Information Security Plan that is written in one or more readily accessible parts and contains administrative, technical, and physical safeguards. The safeguards contained in such program must be consistent with the safeguards for protection of Confidential Information and information of a similar character set forth in any state or federal regulations by which the person who owns or licenses such information may be regulated.
- (2)** Without limiting the generality of the foregoing, every comprehensive Information Security Plan will include, but not be limited to:
 - a. Designating one or more employees to maintain the comprehensive Information Security Plan;
 - b. Identifying and assessing internal and external risks to the security, confidentiality, and/or integrity of any electronic, paper or other records containing Confidential Information and of ETF Information Resources, and evaluating and improving, where necessary, the effectiveness of the current safeguards for limiting such risks, including but not limited to:
 - c. Ongoing employee (including temporary and contract employee) training;
 - d. Employee compliance with policies and procedures; and
 - e. Means, including Contractor staff, processes, and technology, for detecting information system intrusions, data breaches, and anomalous system behavior or activity, and for preventing security breaches, intrusions, or unauthorized access to information systems or networks.
 - f. Developing security policies for employees relating to the storage, access and transportation of records containing Confidential Information outside of business premises.
 - g. Imposing disciplinary measures for violations of the comprehensive Information Security Plan rules.
 - h. Preventing terminated employees from accessing records containing Confidential Information and/or ETF Information Resources.
 - i. Overseeing service providers, by:
 - Taking reasonable steps to select and retain third-party service providers that are capable of maintaining appropriate security measures to protect such Confidential Information and ETF Information Resources consistent with all applicable laws and regulations; and
 - Requiring such third-party service providers by contract to implement and maintain such appropriate security measures for Confidential Information.
 - j. Placing reasonable restrictions upon physical access to records containing Confidential Information and ETF Information Resources and requiring storage of such records and data in locked facilities, storage areas or containers.
 - k. Restrict physical access to any network or data centers that may have access to Confidential Information or ETF Information Resources.
 - l. Requiring regular monitoring to ensure that the comprehensive Information Security Plan is operating in a manner reasonably calculated to prevent unauthorized access to

or unauthorized use of Confidential Information and ETF Information Resources; and upgrading information safeguards as necessary to limit risks.

- m. Reviewing the scope of the security measures at least annually or whenever there is a material change in business practices that may reasonably implicate the security or integrity of records containing Confidential Information and of ETF Information Resources.
- n. Documenting responsive actions taken in connection with any incident involving a breach, and mandating post-incident review of events and actions taken, if any, to make changes in business practices relating to protection of Confidential Information and ETF Information Resources.

(o) **COMPUTER SYSTEM SECURITY REQUIREMENTS:** To the extent that Contractor electronically stores or transmits Confidential Information or has access to any ETF Information Resources, it will include in its written, comprehensive Information Security Plan the establishment and maintenance of a security system covering its computers, including any wireless system, that, at a minimum, and to the extent technically feasible, will have the following elements:

- (1) Secure user authentication protocols including:
 - a. Control of user IDs and other identifiers;
 - b. A secure method of assigning and selecting passwords, or use of unique identifier technologies, such as biometrics or token devices;
 - c. Multi-Factor Authentication (MFA);
 - c. Control of data security passwords to ensure that such passwords are kept in a location and/or format that does not compromise the security of the data they protect;
 - d. Multi-factor authentication for system administrators and others with 'super-user' access rights;
 - e. Restricting access to active users and active user accounts only;
 - f. Blocking access to user identification after multiple unsuccessful attempts to gain access or the limitation placed on access for the particular system; and
 - g. Periodic review of user access, access rights and audit of user accounts.
- (2) Secure access control measures that:
 - a. Restrict access to records and files containing Confidential Information and systems that may have access to ETF Information Resources to those who need such information to perform their job duties; and
 - b. Assign unique identifications plus passwords, which are not vendor supplied default passwords, to each person with computer access, which are reasonably designed to maintain the integrity of the security of the access controls.
- (3) Encryption of all transmitted records and files containing Confidential Information.
- (4) Adequate security of all networks that connect to ETF Information Resources or access Confidential Information, including wireless networks.
- (5) Reasonable monitoring of systems, for unauthorized use of or access to Confidential Information and ETF Information Resources.
- (6) Encryption of all Confidential Information stored on Contractor devices, including laptops or other portable storage devices.
- (7) For files containing Confidential Information on a system that is connected to the Internet or that may have access to ETF Information Resources, reasonably up-to-date firewall, router and switch protection and operating system security patches, reasonably designed to maintain the integrity of the Confidential Information.
- (8) Reasonably up-to-date versions of system security agent software, including intrusion detection systems, which must include malware protection and reasonably up-to-date patches and virus definitions, or a version of such software that can still be supported with up-to-date patches and virus definitions, and is set to receive the most current security updates on a regular basis.

- (9) Education and training of employees on the proper use of the computer security system and the importance of Confidential Information and network security.

With reasonable notice to Contractor, ETF may require additional security measures which may be identified in additional guidance, contracts, communications or requirements.

Exhibit E

Contractor On-Site Professional Services Agreement

September 14, 2017

1.0 Scope of On-site Services.

- 1.1 **Scope of On-site Services.** The Contractor shall provide the Department with on-site professional services to manage the day-to-day activities of the programs under this contract. Services to be provided are to include, but not limited to the following:
- Provide advanced understanding and service support of all programs under this contract.
 - Provide advanced understanding and service support of all Contractor processes related to the programs under this contract.
 - Work with the Department to provide high quality customer service support to Department and Employer Benefit/Payroll staff.
 - Provide advanced customer care support for complex State of Wisconsin participant account(s) that have escalated above the normal customer care support channels.
 - Work with the Department to develop efficient procedures and best business practices to advance the programs under this contract.
 - Assist in identifying quality improvement opportunities and solutions to ensure front line Contractor, Department, and Employer Benefit/Payroll staff are able to effectively provide quality support of the programs under this contract to State of Wisconsin participants.
 - Track deliverables and metrics using appropriate tools.
 - Report the progress of deliverables and customer service issues to the Department on a regular basis.
 - Present reports defining customer care issue progress, problems, and solutions.
- 1.2 **Modifications to Scope of Onsite Services.** Any modification to the scope of onsite services must be by written agreement between the Contractor and the Department.

2.0 Agreement Term.

- 2.1 **Term.** This Agreement shall be effective as of July 17, 2017, and shall continue in full force until the contract terminates or until terminated by the Department with at least sixty (60) calendar days written notice.
- 2.2 **Termination for Cause.** The Department may terminate this Agreement for cause, after giving the Contractor at least sixty (60) calendar days written notice outlining the cause for termination.
- 3.0 **Time and Availability.** Contractor will devote a minimum of twenty-four (24) hours on-site per week during the Department's normal business hours completing agreed upon professional duties. Contractor shall by mutual agreement select on-site dates and times throughout the week, while giving due regard to the needs of the Department's business.

4.0 Identification of Key Personnel and Personnel Changes.

- 4.1 The Contractor will designate an on-site professional services staff, the on-site personnel, who shall have administrative oversight for performance of the Contractor's obligation under this Contract.
- 4.2 The State of Wisconsin reserves the right to approve the on-site personnel assigned to manage the programs under this contract.
- 4.3 The Contractor agrees to use its best effort to minimize personnel changes during the Contract term. The Contractor shall not change on-site personnel without written notice to the Department at least thirty (30) calendar days in advance of the personnel change unless the on-site personnel voluntarily or involuntarily is terminated from employment.
- 4.4 The Contractor may not divert key on-site personnel for any period of time except in accordance with the procedure identified in this section. The Contractor shall provide a written notice of proposed diversion or replacement to the on-site personnel at least thirty (30) calendar days in advance, together with the name and qualifications of the person(s) who will take the place of the diverted or replaced on-

site personnel. At least fifteen (15) calendar days before the proposed diversion or replacement, the Department shall notify the Contractor whether the proposed diversion or replacement is approved or rejected, and if rejected shall provide reasons for the rejection. Such approval by the Department shall not be unreasonably withheld or delayed.

- 4.5 Replacement personnel shall be on-site within two (2) weeks of the departure date of the on-site personnel being replaced. The Contractor shall provide the Department with reasonable access to any personnel diverted by the Contractor.
- 4.6 Replacement of key personnel shall be with individuals of equal ability and qualifications. The Department shall have the right to interview and provide input in writing on the replacement of key onsite personnel. Such input shall not be unreasonably withheld. Failure of Contractor to promptly replace key personnel within thirty (30) Days after departure shall entitle the Department to terminate this Contract. The notice and justification must include identification of proposed substitute key personnel and must provide sufficient detail to permit evaluation of the impact of the change on the project and/or maintenance.
- 4.7 Any of the Contractor's personnel that the Department deems unacceptable for just cause shall be promptly and without delay removed by the Contractor from the assignment and replaced by the Contractor within thirty (30) Calendar Days by another employee with acceptable experience and skills subject to the prior approval of the Department. Such approval by the Department will not be unreasonably withheld or delayed.

5.0 Criminal Background Verification.

The criminal background verification language that appears in RFP Section 1.2.10 Criminal Background Verification of this Contract applies to Contractor employees who will work on-site at the offices of the Department.

6.0 Standard of Conduct.

- 6.1 Contractor shall conform to high professional standards of work and business ethics.
- 6.2 Contractor and Department agree that their employees, while working at or visiting the premises of the other party, shall comply with all internal rules and regulations of the other party, including security procedures, and all applicable federal, state, and local laws and regulations applicable to the location where said employees are working or visiting.
- 6.3 Contractor is not authorized to speak for, represent, or obligate the Department in any manner without the prior express written authorization from the Department.
- 6.4 Contractor and Contractor employees shall adhere to the Department's Confidential Information and HIPAA Business Associate Agreement of the Contract.

7.0 Contractor On-site Personnel.

- 7.1 Contractor shall be fully and exclusively responsible for the management and performance of Contractor Personnel under this Agreement.
- 7.2 Contractor shall be fully and exclusively responsible for payment for all Contractor Personnel wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, travel, temporary and permanent housing expenses, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing.
- 7.3 Contractor shall hold harmless ETF and the State of Wisconsin, and shall provide ETF and the State of Wisconsin with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 7.4 Contractor Personnel shall at all times adhere to all applicable laws and all of ETF's written policies and procedures that it has been provided related to data protection when it has ETF Confidential Information in its possession and/or is accessing ETF Confidential Information, whether at ETF Premises or offsite.
- 7.5 While at ETF Premises, Contractor Personnel shall also adhere to ETF's reasonable supervision and all provided written ETF Workplace Policies.
- 7.6 Contractor will refrain from soliciting any Department employees for employment opportunities Contractor may have available. Department will refrain from soliciting on-site personnel for employment opportunities Department may have available.

8.0 Legal Relations.

The Legal Relations language that appears in the Contract applies to Contractor Personnel who will work on-site at the offices of the Department.

9.0 On-site Location.

- 9.1 The Department is responsible for allocating building and equipment access, as well as any other necessary services available from the Department that may be used by the Contractor. Any use of the Department facilities, equipment, internet access, and/or services shall only be for assignment purposes as authorized by the Department.
- 9.2 The Contractor is responsible to provide individual computers and office supplies to key personnel located on-site at the Department. All devices must comply with the Department's security policies before connection to the Department's local computer network.
- 9.3 The Department is responsible to provide printer access for normal day to day business to key personnel located on-site at the Department. Department printer access for mass printing is prohibited.
- 9.4 The Department is responsible to provide phone access for normal day to day business to key personnel located on-site at the Department. Phone access for non-business matters is prohibited.
- 9.5 The Contractor and the Contractor's employee(s) are responsible for all parking expenses. The Department will make every effort to provide Contractor parking in a reasonable location.
- 9.6 Contractor shall not use materials, equipment, or conference rooms of the Department without the prior written consent of the Department.
- 9.7 The Contractor shall be responsible for any damage to the State's equipment, facilities, and its contents, or for the loss of data, when such damage or loss is the fault of the Contractor, contracted personnel, or subcontractors. The Contractor shall reimburse the State accordingly upon demand. This remedy shall be in addition to any other remedies available to the State by law or in equity.