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

Commodity or Service: Consulting Actuary for Wisconsin Group Insurance and Disability Programs

Contract No./Request for Proposal No: ETD0013
Amendment 2 dated February 3, 2016

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

1. This contract is entered into by the State of Wisconsin, Department of Employee Trust Funds hereinafter referred to as the "Department", and between the Milliman, Inc., hereinafter referred to as the "Contractor", whose address and principal officer appears on page 2. The Department is the sole point of contact for this contract.

2. Whereby the Department of Employee Trust Funds agrees to direct the purchase and the Contractor agrees to supply the contract requirements cited in accordance with the State of Wisconsin standard terms and conditions and in accordance with the Contractor's proposal date February 17, 2014 hereby made a part of this contract by reference.

3. In connection with the performance of work under this contract, the Contractor agrees not to discriminate against any employees or 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 further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

4. Contracts estimated to be over fifty thousand dollars ($50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.261.7952, or via e-mail at ETFSMBProcurement@etf.wi.gov.

5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the contract.

6. For purposes of administering this Contract, the Order of Precedence is:
   A). This Contract with Milliman, Inc. dated July 31, 2014;
   B). The Contract Amendment 2 dated February 3, 2016 and Milliman letter dated January 21, 2016;
   C). The Contract Amendment 1 dated March 26, 2015;
   D). Questions from vendors and ETF Answers dated January 28, 2014;
   E). Exhibit A, Changes Agreed to by the Parties from the Request for Proposal (RFP) ETD0013;
   F). Exhibit B, Business Associates Agreement dated June 3, 2014;
   G). The RFP dated January 6, 2014; and,
   H). Contractor's proposal dated February 17, 2014.

7. This Contract Amendment 1 is to add Milliman's Proposal for Disability Plan Design Analysis Scope of Work dated January 13, 2015 (amended March 26, 2015). Task reimbursement amounts are eligible for payment from Table 1, when ETF gives written acceptance of the tasks satisfactory receipt and will cost no more than $75,000. All task estimated timeframes are mutually agreed upon and deviations must be mutually agreed upon. This Contract Amendment 1 may be amended to reflect any change in tasks' estimated timeframes, additional requested work or costs associated with additional work requests. The Additional Plan Design Options (APDO) for researching the plan design for similar employers, including other state systems and large public sector plans will cost no more than $5,000. Reimbursement for the APDO work is eligible for payment when ETF gives written acceptance of satisfactory receipt. All travel expenses associated with the services for this amendment shall be billed at actual costs, be reasonable for the work conducted, and when appropriate, be at state approved rates. Contract Amendment 1 is for the total cost not to exceed $80,000.

8. This Contract Amendment 2 is dated February 3, 2016 for the consulting actuary related services, with the costs not to exceed $118,450.

9. Article 7 above is amended to add expanded project analysis work on the Income Continuation Insurance (IC) program and hereby incorporated by reference the Milliman letter dated January 21, 2016 for the Disability Plan Design Work. Delivery date for this expanded project analysis is June 30, 2016. The expanded analysis project, project delivery date, and an additional amount of $25,000 has been mutually agreed upon. The original amounts from Article 7 and the additional amount included in this article are in addition to the contract amount for the consulting actuary related services specified in Article 8.

Contract Number & Service: ETD0013-Consulting Actuary for Wisconsin Group Insurance and Disability Programs
Amendment #2 dated February 3, 2016

State of Wisconsin Department of Employee Trust Funds	Contractor to Complete
By *(Name)* Robert J. Conlin	Legal Company Name Milliman, Inc.
Signature	Trade Name Milliman
Title Secretary Department of Employee Trust Funds	Taxpayer Identification Number 91-0675641
Phone 608.266.0301	Company Address *(City, State, Zip)* 121 Middle Street Suite 401 Portland, ME 04101
Date *(MM/DD/CCYY)* 02/08/2014	By *(Name)* Daniel D. Skwire
	Signature
	Title Principal
	Phone 207.771.1203
	Date *(MM/DD/CCYY)* 2/8/2016