



Contract

Commodity or Service: Third Party Administration for Employee Reimbursement (ERA) and Commuter Benefits

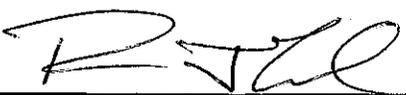
Contract No./Request for Proposal No: ETE0002
Amendment #1 dated May 3, 2016

Contract Period: October 1, 2014 through December 31, 2016 with three (3) one (1) year renewal options

- 1 This Contract is entered into by the State of Wisconsin, Department of Employee Trust Funds (ETF) hereinafter referred to as the "Department", and between Total Administrative Services Corporation (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 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 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, the Contractor agrees not to discriminate against any employees or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s 51 01(5), Wis Stats, sexual orientation as defined in s 111 32(13m), Wis Stats, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to 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 ETFProcurement@etf.wi.gov.
- 5 This Contract Amendment #1 dated May 3, 2016 is replacing the former Exhibit A and its Attachments 1-5 with dated May 3, 2016 versions and a new Exhibit B dated May 3, 2016.
- 6 For purposes of administering this Contract, the Order of Precedence is:
 - A) This Contract with Total Administrative Services Corporation (TASC),
 - B) This Contract Amendment #1 with new Exhibit A and its Attachments 1-5 and new Exhibit B dated May 3, 2016,
 - C) Exhibit A and its Attachments 1-5,
 - D) Request for Proposal (RFP) Amendment 1 with revised cost proposal dated April 21, 2014,
 - E) Questions from vendors and ETF Answers dated April 21, 2014,
 - F) The RFP dated April 3, 2014
 - G) Contractor's best and final offer dated June 16, 2014,
 - H) Questions from ETF and Contractors answers dated June 23, 2014,
 - I) Questions from evaluation team and Contractors answers dated June 2, 2014,
 - J) Contractor's e-mail acknowledgement of RFP Amendment 1 dated May 2, 2014, and,
 - K) Contractor's Proposal submitted by eflexgroup, Inc, and received by the Department on May 1, 2014

Contract Number & Service: ETE0002 - Third Party Administration for Employee Reimbursement Accounts (ERA) and Commuter Benefits

Amendment #1 dated May 3, 2016

State of Wisconsin	
Department of Employee Trust Funds	
By (Name)	
Robert J. Conlin	
Signature	
Title	
Secretary Department of Employee Trust Funds	
Phone	
608 266 0301	
Date (MM/DD/CCYY)	05/12/2016

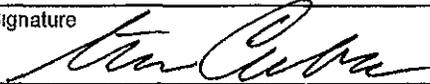
Contractor to Complete	
Legal Company Name	Total Administrative Services Corporation (TASC)
Trade Name	Total Administrative Services Corporation (TASC)
Taxpayer Identification Number	39-1561025
Company Address (City, State, Zip)	2302 International Lane Madison, WI 53704
By (Name)	Steve Cable
Signature	
Title	Chief Financial Officer
Phone	608 316 2526
Date (MM/DD/CCYY)	5.12.2016

Exhibit A

Commodity or Service: Third Party Administration for Employee Reimbursement (ERA) and Commuter Benefits

Contract No./Request for Proposal No: ETE0002
Amendment #1 dated May 3, 2016

- 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 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 managing team assigned to the Department for the term of the Contract Two relationship managers will be located in the Madison, Wisconsin area One relationship manager may be located in Minneapolis, Minnesota, but must remain available for teleconferences and in-person visits with ETF staff and all Payroll and Human Resources Staff, upon ETF's discretion
- 17 Contractor agrees to \$3.00 per-participant-per-month fee for Flexible Spending Accounts (FSA) Fee increases will be provided annually by meeting the Performance Standards and Guarantees found in Attachment 1 of Exhibit A First fee increase eligible to be effective January 2016 Fee increase up to three (3) percent to be determined by the Department based upon the satisfactory quality and completion of all clarified ETF requirements documented in this Contract Amendment #1
- 18 Contractor agrees to \$0.00 per-participant-per-month fee for Transit and/or Parking benefits
- 19 Contractor agrees the "\$0" cost listed within the Contractor's Proposal means the service is included within the Contractors per-participant-per-month fee

- 20 Both parties agree there are no investment or load fees included in the Contractor's per-participant-per-month fee
- 21 The Department agrees if for any reason a participant requests a wire transfer, the Contractor may charge \$25.00 per wire transfer
- 22 Contractor agrees to the Department's Performance Standards and Guarantees in Attachment 1
- 23 Contractor agrees to the Department's Contract Payment Terms in Attachment 2
- 24 Contractor agrees to the Department's Conflict Resolution Process in Attachment 3
- 25 Contractor agrees to the Department's Appeals Process in Attachment 4
- 26 Contractor agrees to provide reports meeting the Department's needs including the data elements outlined in Attachment 5
- 27 Quarterly means every three months of a calendar year, January – March, April – June, July – September, and October - December
- 28 In addition to the provisions related to reporting of breaches and unauthorized disclosures set forth in the contract, Contractor agrees to the following
 - "Individual Personal Information" ("IPI") has the meaning set forth in Wisconsin Administrative Code ETF 10 70
 - A If TASC becomes aware of a suspected breach, impermissible use, or impermissible disclosure of IPI or PHI related or possibly related to ETF's members, TASC shall
 - 1 Within twenty-four (24) hours after TASC becomes aware of the 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 TASC, or, by exercising reasonable diligence, would have been known to TASC. The notification must contain details sufficient for the ETF Program Manager and Privacy Officer to determine ETF's agency response.
 - 2 Not less than twenty-four (24) hours before TASC makes any external communications to the public, media, OCR, or members 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, for their approval. If breach or unauthorized disclosure occurs on a Friday or day before an official State of Wisconsin holiday, no such planned communication shall be released until approved by the ETF Program Manager and Privacy Officer.
 - 3 Within thirty (30) days after TASC makes the initial report under this section, TASC shall research the suspected breach, impermissible use, or impermissible disclosure of IPI or PHI and provide a report in writing that contain details sufficient to the ETF Program Manager and Privacy Officer.
 - B TASC shall regularly test and monitor its Information Security Safeguards and systems and shall conduct periodic reviews to ensure compliance with the requirements set forth herein. At the ETF's reasonable request, TASC will provide ETF with information to ascertain TASC's compliance with its obligations under this Addendum.
 - C Within ten (10) business days from the date of ETF's signature of this contract amendment #1, TASC will provide ETF with TASC's Privacy Officer contact information, Back-up Privacy Officer contact information, and a Summary of TASC's Privacy Practices.
- 29 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)t 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

Performance Standards and Guarantees			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	Quarterly

	participants and reported to ETF within fifteen (15) days of the end of the quarter	
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	In preparation for annual open enrollment, the following materials are to be revised and a final version provided initially by April 30 th and thereafter on September 1 st of each plan year 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 In preparation for annual open enrollment, the guides will be reviewed and revised with any necessary updates by September 1 st Additionally, newly revised versions shall be validated against former versions to ensure all federal and state laws and regulations have been changed and/or updated	By April 30 th of each year and Quarterly updates as necessary and appropriate By April 30 th initially and by September 1 st of each plan year thereafter By May 31 st of each year and Quarterly updates as necessary and appropriate By September 1 st initially and then each year thereafter and Quarterly 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
<p>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.</p>			
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 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
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
<p>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.</p>			
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 an annual report due June 30 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 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

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

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 Executive	Deputy Office Director of Strategic Health Policy	Ten (10) business days
Second	EVP of Business Conversion	Office Director 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

TASC will send the participant a denial letter specifying the IRS rules(s) regarding why a claim was denied. The letter will contain a statement that the participant may obtain documentation and information relevant to the denial and resubmit the claim for review.

Appeals of claim denials 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 claim denial. TASC will issue a decision within sixty (60) days, outlining the reason(s) and references to the Plan provisions governing the decision.

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 the TASC decision. If the participant requests an informal review by ETF, the results of that review will be sent 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, and P. O. Box 7931, Madison, WI 53707-7931.

Exhibit A - Attachment 5

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

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 custom reports

Exhibit B

Commodity or Service: Third Party Administration for Employee Reimbursement (ERA) and Commuter Benefits

Contract No./Request for Proposal No: ETE0002
Amendment #1 dated May 3, 2016

Performance Standards and Guarantees

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 August 1 st 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 that is specific to a Payroll Processing Center, 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