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March 14, 2018
David Iseminger, JD/MPH
ERB Director
Employees and Retirees Benefits Division
Health Care Authority

Re: Legislated Data Request for Current School Employees

Dear David:

At the request of the Health Care Authority (HCA), this letter provides the requirements and instructions for the data discussed within Washington's Engrossed Substitute Senate Bill (ESSB) 6241. Our understanding is that this legislated data request will be distributed to all current carriers serving the population that will be covered under the School Employee Benefits Board (SEBB) program.

We understand that you will use the data collected from the carriers in planning and strategy for the implementation of SEBB.

Timing: The return date being requested from the current carriers is April 1, 2018. The timeframe of the data being requested from the carriers is the three most recently closed twelve month plan years plus the most recent emerging experience from the current plan year. This request may cover data from 2014.

The information contained in this letter has been prepared for the Washington State Health Care Authority (HCA). It is our understanding that the information contained in this letter will be distributed to third parties. To the extent that the information supports other documents, this letter should be distributed in its entirety. Any user of the information must possess a certain level of expertise in actuarial science and employee benefit data so as not to misinterpret the information requested. This letter is subject to the terms and conditions of the contract between Milliman and the Washington State Health Care Authority (HCA). Milliman makes no representations or warranties regarding the contents of this communication to third parties. Likewise, third parties are instructed that they are to place no reliance upon this communication prepared for HCA by Milliman that would result in the creation of any duty or liability under any theory of law by Milliman or its employees to third parties. Other parties receiving this communication must rely upon their own experts in drawing conclusions about the carrier submission of data. This work is performed under contract, and the Second Tier work Request 17-009. I am a member of the American Academy of Actuaries, and I meet the Qualifications Standards for performing this analysis.

Key Considerations for Data Request

It is our understanding that HCA plans to request data from a wide variety of carriers relating to all benefit coverages in consideration. Data collection is a complicated process and is often iterative in nature; we have prepared this data request template to serve for carriers that may be providing just one benefit coverage or many benefit coverages to a school district, charter school, or educational service district. We may need to make allowances for modifications of the data request in order to accommodate readily available information. The benefit coverages include medical, pharmacy, vision, dental, life insurance, accidental death and dismemberment (AD&D), long term disability (LTD), and short term disability (STD).

Differences in interpretation

When a data request is treated as a static listing of items that are difficult to change, it is possible for data suppliers to have different interpretations of the content of the data request. In this regard we plan to work with the carriers to create as consistent and comprehensive data supply as possible within the time frame permitted. Our understanding is that this data request may ultimately be supplemented by the various procurement activities HCA is planning to perform for SEBB.

Iterative Nature of Data Collection

While we have created these data specifications based on our experience with other clients, individual level claim data is complicated. Often when a data supply is requested from a carrier, the exact requested data is not available or the carrier has a different interpretation of what was requested. As actuaries, we regularly collect data from clients and it is typical for a data collection process to take multiple iterations as we communicate with the data supplier in a back-and-forth process. We will need allowances to ensure that the data supply is reasonable and appropriate for the intended use.

Intended Use of the Data Supply

Our understanding at this point in the SEBB development cycle is that this data request will be used to evaluate the carrier's relative cost of the programs currently enacted for coverage, draw comparisons to the prospective SEBB structure, and assist in the budget estimate for the program. However, it is possible that the data will have additional applications that are not yet known or defined. Our intent is to use this data for a point of reference to the historical overall cost of the SEBB risk pool. To this regard we will only be able to provide aggregate summaries of the data as a means to protect the confidential and proprietary nature of the data for the current carriers. We also plan to use the historical experience to inform future procurement activities. The carrier submission of historical data should not be considered a solicitation for future participation in the SEBB program.

Privacy and Protected Data

Parts of this data request include detailed health data, including Protected Health Information (PHI) from insurance carriers. Attachment 1 is a sample Data Use Agreement. Appendix 1 to the Data Use Agreement will be the excel workbook that serves as the Data Request Appendix to this letter. Appendix 2 to the Data Use Agreement is a Business Associates Agreement. A sample of this agreement is included within Attachment 1.

Time Frame

The data being requested is for the three most recently completed benefit plan years and any emerging experience for the current benefit plan year. At this time we believe most of the plan years would correspond to the 2014-15, 2015-16 and 2016-17 school years as completed plan years and the 2017-18 school year as the current benefit plan year. For some carriers the benefit plan years could encompass up to 42 months of data.

Benefit Package Organization

The benefit package for medical may or may not integrate pharmacy or vision coverage. To the extent that carriers are able to provide a single health insurance data supply that is preferred. To the extent that the other insurance products such as life and AD&D, or LTD and STD, are offered through a single carrier only one group insurance data supply will be collected.

Overview of Data Request Structure

The data request is structured to collect both aggregate summary data and detailed files. Some of the aggregate summary data will be used for control totals over the detailed data files provided. Below is a high level outline of the data being requested:

- A. Carrier Profile
 - 1. Identification of School Districts Covered and Contract Numbers
 - 2. Benefit Package Listing

- B. Medical Benefits/Health Insurance
 - 1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Incurred Allowed Claims Summary by month
 - c) Incurred Paid Claims Summary by month
 - d) Premiums Summary by Month
 - 2. Summary Info
 - a) PDF File for Certificate of Coverage for each plan
 - b) Summary of Benefits for each plan
 - 3. Detailed Claim Files
 - a) Medical
 - b) Eligibility
 - c) Pharmacy (If Integrated)
 - d) Vision (If Integrated)

- C. Pharmacy Benefits – Stand-alone
 - 1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Incurred Allowed Claims Summary by month
 - c) Incurred Paid Claims Summary by month
 - d) Premium Summary by month
 - 2. Summary Info
 - a) PDF Copy of Certificate of Coverage for each plan
 - b) Summary of Benefits for each plan
 - 3. Detailed Claim Files
 - a) Pharmacy Stand Alone
 - b) Eligibility

- D. Vision Benefits – Stand-alone
 - 1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Incurred Allowed Claims Summary by month
 - c) Incurred Paid Claims Summary by month
 - d) Premiums Summary by month
 - 2. Summary Info
 - a) Certificate of Coverage for each plan
 - b) Summary of Benefits for each plan
 - 3. Detailed Claim Files
 - a) Vision Stand Alone
 - b) Eligibility
- E. Dental Benefits
 - 1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Incurred Allowed Claims Summary by month
 - c) Incurred Paid Claims Summary by month
 - d) Premiums Summary by month
 - 2. Summary Info
 - a) Certificate of Coverage for each plan
 - b) Summary of Benefits for each plan
 - 3. Detailed Claim Files
 - a) Dental Stand Alone
 - b) Eligibility
- F. Life & AD&D Benefits
 - 1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Paid Claims Summary by month
 - c) Premiums Summary by month
 - 2. Summary Info
 - a) Plan Documents for each plan
 - b) Summary of Benefits for each plan
 - 3. Seriatim list of life insurance and AD&D Claims
 - a) Detailed Claims
 - b) Eligibility

G. LTD Benefits

1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Paid Claims Summary by month
 - c) Premiums Summary by month
2. Summary Info
 - a) Plan Documents for each plan
 - b) Summary of Benefits for each plan
3. Historical Experience
 - a) Detailed Claims
 - b) Eligibility

H. STD Benefits

1. Aggregate Control Totals
 - a) Enrollment Summary by Month
 - b) Paid Claims Summary by month
 - c) Premiums Summary by month
2. Summary Info
 - a) Plan Documents for each plan
 - b) Summary of Benefits for each plan
3. Historical Experience
 - a) Detailed Claims
 - b) Eligibility

Our understanding is that the carriers are only required to provide the appendix relevant to the benefits currently offered to a school employee group. We have generalized this data request to be applicable to all carriers. The included workbook provides a detailed specification for each historical experience file and a summary worksheet for completion of the aggregate data.

Upon receipt we understand that the carrier's data point of contact will be reaching out to Matthew Toney at the HCA for coordination of data collection. Milliman will issue a login credential to our Secure File Transfer Protocol (SFTP) web service that will include a carrier password that will access a data folder specific to their response and allow for upload the entire contents of the data request. We will also provide a copy of the included attachments and data request appendix workbook on the SFTP to verify the access to the SFTP service.

Our understanding is that upon receipt, Milliman will retain a working copy of the data for the period discussed within our contract. Carriers that provide data through this request should assume no duty or liability under any theory of law by Milliman or its employees to the third party carriers submitting data unless there is a separate contractual relationship between the carrier and Milliman. I will be serving as the actuary overseeing the data collection effort and have the appropriate safeguards in place for protection of all sensitive information. To the extent that the carriers would like a data use agreement we will discuss and arrange those on an as needed basis. Attachment 1 includes the Milliman sample agreements relating to the data collection effort. I will coordinate the mutual agreement on language and the final execution of these agreements.

Data Reliance and Variability of Results

In performing our analysis, we relied on our understanding of data and other information provided to us by HCA for previously completed projects. We have not audited or verified any of this data and other information. If the underlying data or information is inaccurate or incomplete, the results of our analysis may likewise be inaccurate or incomplete.

Please call us with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads 'Benjamin Diederich'.

Benjamin Diederich
Consulting Actuary

cc: John Bowden, HCA
Matthew Toney, HCA
Kim Wallace, HCA
Megan Atkinson, HCA

Attachment 1

MILLIMAN, INC.
SEBB DATA SHARING AGREEMENT

This SEBB DATA SHARING AGREEMENT (“Agreement”) is entered into on this ___ day of _____, 201_ (the “Effective Date”) by and between _____ and its affiliates (the “Carrier”), with an office located at _____ and Milliman, Inc. (“Milliman”). Milliman has been engaged by the Washington State Health Care Authority (“HCA”) to collect certain data as set forth below, related to the formation of the School Employees Benefits Board (“SEBB”). Washington’s Engrossed Substitute Senate Bill 6241 changed the data gathering requirements and submission deadlines for SEBB and allows the HCA and its contractors to collect relevant information for design, procurement, rate setting, and administration of all SEBB benefits.

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. Data. The Carrier hereby agrees to provide Milliman certain healthcare data content specified in the Appendix 1 (the “Data”). The content and format of the Data provided by the Carrier shall be as described in Data Request Appendix or as otherwise mutually agreed by the parties.
2. Data Use. Milliman shall use the Data solely to analyze historical costs of benefits, historical enrollment, currently covered plan design parameters, risk adjustment, unit cost evaluation, area factor development and other benefit and cost relativity comparisons (the “Purpose”). Only summary level results of this analysis will be shared with HCA. Milliman shall not disclose the Data to any other third party.
3. HIPAA Compliance. The parties acknowledge and agree that the Data may contain Protected Health Information (“PHI”) as defined under 45 CFR §164.501. Milliman shall treat the Data in accordance with the Business Associate Agreement attached hereto as Appendix 2.
4. Completion of the Purpose. Upon completion of the Purpose, Milliman shall promptly return or destroy the Data, provided that Milliman may retain one copy of the Data as necessary to comply with applicable work product documentation standards, subject to the continued obligations of confidentiality contained herein.
5. Required Disclosures. Milliman may disclose the Data as required by law or regulation or upon the order of any competent court or government agency; provided that, to the extent permitted by applicable law, Milliman first informs the Carrier of the application for such order and assists the Carrier in attempting to resist issuance of the order or to limit the scope of the disclosure, should the Carrier so decide.

6. Ownership of Data. The Data provided by the Carrier shall be and shall remain the exclusive property of the Carrier. Except for the rights granted in this Agreement, neither this Agreement, nor either party's performance under it, will transfer to Milliman, or create in Milliman, any proprietary right, title, interest or claim in or to any of the Data.

7. Safeguards. Milliman agrees to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Data and to prevent unauthorized use or access to it. The safeguards shall provide a level and scope of security that is not less than the level and scope of security required under the Business Associate Agreement attached hereto.

8. Reporting. Milliman shall promptly report to the Carrier any use of the Data not provided for by this Agreement.

9. No Publicity. Neither party will use, nor authorize others to use, the name, symbols or marks of the other party in any advertising or publicity material or make any form of representation or statement with regard to this Agreement which would constitute an express or implied endorsement by the other party of any commercial product or service without such other party's prior written approval.

10. Notices. Any notice sent to one party from the other that is intended to have a legal effect or after the passage of time would have a legal effect must be sent by reputable express delivery service to the persons otherwise noted in this Agreement at the addresses set forth below. Such notices shall be deemed to have been given and delivered upon receipt.

Attention: _____

Milliman, Inc.
1301 Fifth Avenue
Suite 3800
Attention: Ben Diederich
Seattle, WA 98101

11. Miscellaneous. This Agreement: (i) shall be governed by, subject to, and interpreted in accordance with the laws of the state of Washington, without regard to conflict of law principles; (ii) constitutes the entire agreement between the Carrier and Milliman regarding the subject matter hereof; (iii) may not be assigned or transferred by either party without the prior written permission of the other party; (iv) may be executed and delivered by facsimile transmission or hard copy and in one or more counterparts, each of which taken together shall constitute a single instrument. Failure to enforce any term or condition of this Agreement shall not be a waiver of the right to later enforce such term or condition or other term or condition of this Agreement. If any provision of this Agreement is found to be void or unenforceable, that provision will be

enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives as of the Effective Date.

By: _____
Name: _____
Title: _____

Milliman, Inc.

By: _____
Name: _____
Title: _____

Attachments:

- Appendix 1 – Data Request Appendices
- Appendix 2 – Business Associate Agreement

Appendix 1

CONTENT AND FORMAT OF DATA

The Carrier agrees to provide Milliman the following healthcare data in the format described within the attached file “Data Request Appendices 30180314.xlsx”.

Appendix 2

BUSINESS ASSOCIATE AGREEMENT

MILLIMAN, INC.
BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is entered into effective the ___ day of _____, 201_ (“Effective Date”) by and between _____ (“Company”) and Milliman, Inc., on behalf of itself and its Affiliates (“Milliman”).

RECITALS

A. Company is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 (“HITECH”), and the privacy standards adopted by the U.S. Department of Health and Human Services (“HHS”), 45 C.F.R. parts 160 and 164, Subparts A and E (“Privacy Rule”), the security standards adopted by the HHS, 45 C.F.R. parts 160 and 164, Subparts A and C (“Security Rule”), and the breach notification standards adopted by HHS, 45 C.F.R. part 164 Subpart D (“Breach Notification Standards”), as each may be amended from time to time (collectively, HIPAA, HITECH, the Privacy Rule, Security Rule and Breach Notification Standards shall be referred to herein as the “HIPAA Regulations”).

B. Protected Health Information received from Company or created or received by Milliman on behalf of Company (“PHI”) may be needed for Milliman to perform the services (the “Services”) requested by the Washington State Health Care Authority and described in any related Data Use Agreement between the parties (the “Underlying Agreement”).

C. To the extent Milliman needs to access PHI to perform the Services, it will be acting as a Business Associate of Company and will be subject to certain provisions of the HIPAA Regulations.

D. Milliman and Company wish to set forth their understandings with regard to the use and disclosure of PHI by Milliman so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms.

(a) Affiliates. As used herein, “Affiliates” means Milliman and each legal entity that is directly or indirectly controlled by, controlling or under common control with Milliman (“control” means the ownership, direct or indirect, of the power to vote 50% or more of any class of voting securities of a corporation or limited liability company, or the ownership of any general partnership interest in any general or limited partnership) on or after the Effective

Date and for so long as such entity remains directly or indirectly controlled by, controlling or under common control with Milliman.

(b) All other capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2. Milliman's Obligations and Permitted Activities.

(a) Milliman agrees to not use or further disclose PHI other than as required to perform the Services, requested by Company or Required By Law, or as otherwise permitted herein. Milliman may not use or disclose PHI in a manner that would violate the Privacy Rule if done by Company, except for the specific uses and disclosures set forth in Sections 2(i) and 2(j) herein.

(b) Milliman agrees to use reasonable and appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain and use appropriate administrative procedures, and physical and technical safeguards, in accordance with the Security Rule, to reasonably preserve and protect the confidentiality, integrity, and availability of electronic PHI.

(c) Milliman agrees to report to Company, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Milliman:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident of which Milliman becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Milliman to Company of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Company shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Milliman's firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as such incidents do not result in unauthorized access, use or disclosure of Company's electronic PHI.

(iii) Any Breach of Unsecured PHI, as defined in 45 C.F.R. 164.402. Following the initial notification of any such Breach, Milliman shall provide a report to Company that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Milliman; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Milliman has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Milliman also shall provide to Company any other available information Company is required to include in its notification to affected Individual(s).

(d) Milliman agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Milliman agree to substantially the same restrictions and conditions as those that apply to Milliman with respect to such PHI.

(e) Milliman shall make its internal policies, procedures and records relating to the use and disclosure of PHI reasonably available to the Secretary if necessary or required to assess Milliman's or the Company's compliance with the HIPAA Regulations.

(f) It is not anticipated that Milliman will maintain a Designated Record Set on behalf of Company; however, if Milliman maintains a Designated Record Set on behalf of Company, Milliman agrees to, at Company's written request: (i) provide access to such PHI in order to assist Company in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Company so directs or agrees to pursuant to the Privacy Rule.

(g) So that Company may meet its disclosure accounting obligations under the HIPAA Regulations, Milliman agrees to document disclosures of PHI made by Milliman which are not excepted from disclosure accounting requirements under the HIPAA Regulations and to provide such an accounting to Company at Company's written request.

(h) To the extent that Milliman is engaged to carry out one or more of Company's obligations under the Privacy Rule, Milliman shall comply with such requirements that apply to Company in the performance of such obligations.

(i) Milliman may use PHI for Milliman's proper management and administration or to carry out its legal responsibilities. Milliman may disclose PHI for Milliman's proper management and administration, provided that: (i) Milliman obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Milliman of any instances of which it is aware in which the confidentiality of PHI has been breached. Milliman also may make disclosures that are Required By Law.

(j) Milliman may use PHI to provide Data Aggregation services to Company as permitted by the Privacy Rule.

(k) Milliman may de-identify PHI in accordance with the requirements of the Privacy Rule; provided that all identifiers are destroyed in accordance with this Agreement.

(l) Milliman may create a Limited Data Set for the purpose of providing the Services, provided that Milliman:

- (i) Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

- (ii) Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;
- (iii) Reports to Company any use or disclosure of PHI contained in the Limited Data Set of which Milliman becomes aware that is not provided for by this Agreement;
- (iv) Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to substantially the same restrictions and conditions that apply to Milliman under this Agreement; and
- (v) Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

(m) Milliman agrees to mitigate, to the extent practicable, any harmful effect that is known to Milliman of a use or disclosure of PHI by Milliman in violation of this Agreement.

3. Company's Obligations.

(a) Company shall not request Milliman to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Company, except as otherwise permitted herein for purposes of Data Aggregation.

(b) Company shall clearly and conspicuously designate all PHI as such before providing it to Milliman.

(c) Company acknowledges and agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by Company to Milliman.

(d) Company acknowledges and agrees that the provisions of Section 2(l) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to Company. If Milliman determines, in accordance with Section 4(c) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon Company's knowledge of a material breach or violation of Milliman's obligations under this Agreement, Company shall either:

- (i) Provide an opportunity for Milliman to cure the breach or end the violation and terminate this Agreement if Milliman does not cure the breach or end the violation within the time specified by Company; or
- (ii) Immediately terminate this Agreement if Milliman has breached a material term of this Agreement and cure is not possible.

(c) Obligations of Milliman Upon Termination. Upon termination of this Agreement, for any reason, Milliman shall:

- (i) Retain only that PHI which is necessary for Milliman to continue its proper management and administration or to carry out its legal responsibilities;
- (ii) Return to Company or destroy the remaining PHI that Milliman still maintains in any form (“Remaining PHI”);
- (iii) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 4(c), for as long as Milliman retains the PHI;
- (iv) Not use or disclose the PHI retained by Milliman other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2(i) above which applied prior to termination; and
- (v) Return to Company or destroy the PHI retained by Milliman when it is no longer needed by Milliman for its proper management and administration or to carry out its legal responsibilities.

(d) Infeasibility of Return or Destruction. If Milliman determines that returning or destroying the Remaining PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Milliman shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Milliman maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time in order to ensure compliance with the requirements of the HIPAA Regulations and any other applicable law.

(c) Independent Contractors. Milliman and Company are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise or agency between Milliman and Company. Neither Milliman nor Company will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral or written, and all other communications between the parties hereto relating to such subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MILLIMAN, INC., on behalf of itself and its Affiliates [COMPANY]

By _____ By _____

Title _____ Title _____