



Michigan Municipal Services Authority

PO BOX 12012, LANSING MI 48901-2012

**EXECUTIVE COMMITTEE
RESOLUTION 2016-21**

Approve Second Amendment to Independent Contractor Agreement with The Segal Company (Midwest), Inc.

The executive committee of the Michigan Municipal Services Authority (the "**Authority**") resolves that the following agreement amending the independent contractor agreement with The Segal Company (Midwest), Inc. and that the chief executive officer of the Authority is authorized to sign the agreement on behalf of the Authority:

**"SECOND AMENDMENT TO THE INDEPENDENT CONTRACTOR AGREEMENT
FOR PROVISION OF SERVICES RELATING TO THE ESTABLISHMENT AND
MAINTENANCE OF VIRTUAL HEALTH AND WELLNESS MARKETPLACE**

This agreement is between the MICHIGAN MUNICIPAL SERVICES AUTHORITY, a Michigan public body corporate (the "**Authority**") and THE SEGAL COMPANY (MIDWEST), INC., an Illinois corporation (the "**Contractor**").

The parties want to amend the Independent Contractor Agreement for Provision of Services Relating to the Establishment and Maintenance of Virtual Health and Wellness Marketplace between the parties originally effective on August 10, 2013 and first amended on January 2, 2014 (the "**Agreement**").

The parties therefore agree as follows:

1. **Defined Terms.** Defined terms used but not defined in this agreement are as defined in the Agreement.
2. **Amendment to Section 2.** Section 2 of the Agreement is hereby amended and restated in its entirety to read as follows:

"2. **Compensation.** (a) The Authority shall pay the Contractor the following amounts for the following services:

- (1) Before January 1, 2016, \$100.00 per hour for services provided under the Agreement. The Contractor shall notify the Chief Executive Officer any time the Contractor reasonably believes that Contractor compensation will exceed \$15,000.00 in any one month.

- (2) After December 31, 2015 and before June 1, 2016, \$100.00 per hour, not to exceed \$15,000.00 in any one month, for Benefits Express benefit administration system services provided to the City of Detroit.
 - (3) After May 31, 2016, \$100.00 per hour, not to exceed \$15,000.00 in any one month, for Benefits Express benefit administration system services provided to the City of Detroit, but only if the contract between the Authority and the City of Detroit relating to Benefits Express is amended to authorize payment by the City of Detroit to the Authority for the services.
 - (4) \$200.00 per hour for program development and on-going administration of any programs developed and implemented, up to a capped amount for each project as agreed between the Authority and the Contractor in a written project budget.
- (b) The Contractor shall invoice the Authority on a monthly basis for services provided by the Contractor under the Agreement in the prior month.”.

2. **Amendment to Section 9.** Section 9 of the Agreement is hereby amended by adding the following sentence to the end of section 9:

“After May 31, 2016, the Contractor shall comply with the requirements applicable to a subcontractor under the services contract between the City of Detroit and the Authority (No. 2888656), as amended.”.

3. **Addition of Section 30.** A new section 30 is hereby added to the Agreement to read as follows:

“30. **Commission Share.** After December 31, 2015, the Authority, in its discretion, may introduce Contractor to potential governmental clients in Michigan. If as a result of a direct introduction to a governmental entity by the Authority, the Contractor is retained by the governmental entity to assist it with the procurement of health insurance, health coverage products, or related products (the “**Products**”) within six months of the direct introduction, the Contractor shall pay the Authority an amount equal to 10% of any commissions earned and paid to the Contractor with respect to the Products during the first 12 months of any contract between the Contractor and the governmental entity relating to the Products. The Contractor is not obligated to pay any share of its commission after the first 12 months of a contract with a governmental entity. An introduction under this section 30 must be memorialized by the parties at or before the time of the introduction. The Contractor is not required to pay the Authority a share of its commission under this section 30 unless the

parties agree in writing that the payment is not prohibited by state or federal law.”.

4. **Effectiveness; Date.** This agreement will become effective when all of the parties have signed it. The date of this agreement will be the date this agreement is signed by the last party to sign it (as indicated by the date associated with that party’s signature).

Each party is signing this agreement on the date stated opposite that party’s signature.

MICHIGAN MUNICIPAL SERVICES AUTHORITY

Date: March _____, 2016

By: _____
Robert Bruner
Chief Executive Officer Name:

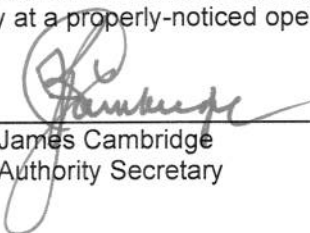
THE SEGAL COMPANY (MIDWEST), INC.

Date: March _____, 2016

By: _____
Robert D. Moroni
Senior Vice-President”.

Secretary’s Certification:

I certify that this resolution was adopted by the executive committee of the Michigan Municipal Services Authority at a properly-noticed open meeting held with a quorum present on March 10, 2016.

By:  _____
James Cambridge
Authority Secretary

4844-2677-5086.2