

BARNSTABLE COUNTY

In the Year Two Thousand Seventeen

Proposed Ordinance 17- _____

The Cape Cod regional government, known as Barnstable county hereby ordains;

To add to the County’s operating budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, by making supplemental appropriations for the Fiscal Year two-thousand and eighteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of June 30, 2017, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections two and three of Barnstable County Ordinance 17-04, are hereby appropriated from the Statutory Reserve Fund and the Capital Trust Fund as supplemental appropriations for Barnstable County for the fiscal year ending June thirtieth, two thousand and eighteen. Said funds are to be expended for the Settlement obligations related to Town of Barnstable V. Barnstable County and storm-related damages to the County Complex on July 7, 2017. Said funds shall be derived from the Statutory Reserve Fund and the Capital Trust Fund, respectively.

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$Amount</u>
0019107 5790	General Fund – Transfer Out	
0011002 5234 BARN1	Court Judgement	\$170,000
0012032 5260	Emergency Repairs – Superior Court	\$75,000
TOTAL SUPPLEMENTAL APPROPRIATION		\$245,000

Approved by the Board of County Commissioners _____ (date), at _____(time).

Leo Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ron Beaty
Commissioner

Kevin A. Marshall
Co-Chair

Deborah K. Martin
Co-Chair



P.O. Box 119
Barnstable, Massachusetts
02630

www.suicidelspreventable.net

July 18, 2017

Barnstable County Commissioners
Superior Courthouse
P.O. Box 427
3195 Main Street,
Barnstable, MA 02630

Dear Commissioners Cakounes, Flynn and Beaty:

Each year, we lose more than 30 Cape & Island residents to suicide. For each of these suicide deaths, it is estimated more than 40 people are affected, 6 of them profoundly. Suicide is a public health issue in our communities; and it is preventable.

In recognition of National Suicide Prevention Month, the Cape & Islands Suicide Prevention Coalition is once again seeking to have the week of September 10-16, 2017 named "Suicide Prevention Awareness Week" in Barnstable County.

We aim to recognize this painful and often hidden part of our communities, to demonstrate our commitment to suicide prevention, and to send a message of hope to those struggling, grieving, or affected in any way by suicide. We know that by decreasing the stigma that surrounds suicide, we increase the likelihood that someone will reach out for help.

Please accept this proclamation request for the selectman's agenda for an early September or late August meeting. The Proclamation attached. We appreciate your consideration of this request, and look forward to hearing from you.

Warm Regards,

Joan McDonald
Office and Training Coordinator
Cape & Islands Suicide Prevention Coalition



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
Jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: July 20, 2017
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Grounds Request

Please approve use of the County Complex for the American Cancer Society's Annual Making Strides Against Breast Cancer Event, held Sunday, Sunday October 15, 2017 from 7:00 a.m. to 3:00 p.m. (including set-up and breakdown). They request: 1) use of the Barnstable County Superior Courthouse as their Start/Finish location; 2) use of the Barnstable County Courthouse Bandstand and parking lot for event day activities as well as parking; and 3) access to the bandstand electrical for radio sponsor equipment plug-in.

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ron Beaty, Commissioner

Date



January 23, 2017

Dear Commissioner:

The American Cancer Society is planning the annual Making Strides Against Breast Cancer event on Sunday October 15, 2017. We have utilized the courthouse as our start/finish location over the last few years and our participants love it. The location in the village is perfect and of course the walk route is picturesque. We again would like to ask for your permission to use the front courtyard of the Barnstable County Superior Courthouse as our Start/Finish location.

As a vital part of our walk we request the use of the Barnstable County Courthouse Bandstand and parking lot for use as part of our event day activities and parking. Our event will be held (including set-up and breakdown) from 7am to 3pm. We are also asking that access to the bandstand electrical be available so that our radio sponsor may plug in their equipment as in years past. We have secured our own restrooms and trash receptacles and will endeavor to keep all areas clean and tidy. The American Cancer Society Making Strides Against Breast Cancer is more than a walk; it demonstrates the progress we are making together to fight this disease. Making Strides does not have a registration fee or minimum fundraising requirements, and unites friends, families, and coworkers to raise awareness and funds to fight breast cancer.

We will be sure to acquire all necessary permitting and town permissions for this event and hope that you will consider joining us on the walk day to celebrate this wonderful event. Your acceptance of this request will help the American Cancer Society save more lives from breast cancer and allow the Barnstable County Courthouse to connect with community members in new and meaningful ways. Breast cancer touches so many people in our community, but it's only when we join together that we will finish the fight. Through the Making Strides Against Breast Cancer walk, the American Cancer Society is doing the most to help people with breast cancer today and striving to find cures to end the disease tomorrow. Your support is what will make it possible to end breast cancer.

I have attached our current certificate of insurance for your review.

If you have any questions, please contact me at 508-367-1542 or Susie.Frost@cancer.org Thank you in advance for your consideration and I look forward to hearing from you.

Sincerely,

Susie Frost
Community Manager, American Cancer Society
4 Hollyhock Dr. West Barnstable, MA. 02668 (home office)

New England Division 1324 Belmont St. Suite 204 Brockton, MA. 02301

Kevin A. Marshall
Co-Chair

Deborah K. Martin
Co-Chair



P.O. Box 119
Barnstable, Massachusetts
02630

www.suicidaispreventable.net

July 18, 2017

County Commissioner's Office
P.O. Box 427
3195 Main Street, Superior Courthouse
Barnstable, MA 02630

Dear Commissioners Cakounes, Flynn, and Beaty :

Each year the Cape & Islands Suicide Prevention Coalition holds a ribbon ceremony acknowledging lives lost to suicide. The ribbon ceremony has been held on the front lawn of the Superior Courthouse in good weather for many years. The coalition asks the County Commissioners for permission to continue this tradition on the front lawn of the Barnstable County Superior Courthouse on Thursday, September 14, 2017 from 10:45 AM to 12:45 AM. The Ceremony begins at 11:30 AM.

Thank you for your consideration.

Warm Regards,

Sergeant Kevin A. Marshall, Co-Chair
Deborah Martin, Co-Chair

Barnstable County Commissioners

Leo Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ronald Beaty, Commissioner

Date

AGREEMENT BETWEEN

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

and

**Segal Consulting
116 Huntington Avenue, 8th Floor
Boston, MA 01226-5744**

THIS AGREEMENT is made this day of 2017 by and between Segal Consulting (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WTNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued a Request for Proposals for Actuarial Services for the Member Units of the municipal Retirement Systems of Cape Cod and the Islands.

WHEREAS: The Request for Proposals was issued in compliance with MA General Law Chapter 30B

WHEREAS: The vendor is the responsive, responsible bidder offering the most advantageous proposal.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

- 1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or participating members, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.**
- 2. Scope of Services. The Contractor shall perform the Scope of Services as set forth in Barnstable County's Request for Proposals dated May 15, 2017 and the contractor's proposal dated June 1, 2017 as amended, incorporated herein by reference as Attachment A.**
- 3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and will continue for four years from the date of execution.**
- 4. Payment. The County or its Agents shall compensate the Contractor for services provided under Section 2, Scope of Services, the prices submitted in their Price Proposal, incorporated herein as Attachment B. Upon acceptance or the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County or its Agents within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year the Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1 – June 30) to the County or its Agent no later than July 31st of the year when the resources were prepared.**

5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date. The written notice must demand performance if the violation or breach. If the breaching party is unable or unwilling to cure the violation or breach prior to the effective date of termination, the contract may be immediately terminated.

6. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. **Changes.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the participating members and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the participating members. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. **Interest of Members of County and Others.** No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the

participating members or County thereto; provided, however that claims for money due or to become due the Contractor from the participating members under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the participating members request to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County or participating members.

15. **Ownership of Deliverables and Use of Material.** Except to the extent that they incorporate the Contractor's proprietary software, know-how, techniques, methodologies and report formats (collectively, "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the Contractor to Client under terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of the Client, once paid for by the Client. To the extent Contractor's Proprietary Information is incorporated into such Deliverables, Client shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Contractor's Proprietary Information as part of the deliverables internally and for their intended purpose.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or participating members are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages resulting from the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or participating members against any liability incurred as a result of a violation of this section to the extent such violation results from Contractor's willful misconduct or negligence. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or participating members must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

23. Vendors shall submit invoices within 60 days of completing the work.

24. Participating entities agree to supply to the Contractor (either directly or through its agents and representatives) on a timely basis all of the data, all documentation and information reasonably needed by the Contractor to perform its services under the terms of this Agreement (Information)". Contractor shall have the right to reasonably rely on the accuracy and completeness of the Information supplied by County and its agents and representatives and subject to complying with the recognized standard of care shall have no responsibility for independently verifying or checking the Information supplied for accuracy or completeness.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:
Kathleen A. Riley
Senior Vice President and Actuary
The Segal Company (Eastern States), Inc.



Date July 12, 2017



Barnstable County

REQUEST FOR PROPOSALS FOR ACTUARIAL CONSULTANT SERVICES

Technical Proposal

June 1, 2017

Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary
phone: 617.424.7336
fax: 617.904.1833
kriley@segalco.com

Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary
phone: 617.424.7348
fax: 617.904.1833
drhodes@segalco.com

 **Segal Consulting**

116 Huntington Avenue, 8th Floor Boston, MA 02116-5744
T 617 424 7300 F 617 904-1833 www.segalco.com

June 1, 2017

**Ms. Elaine Davis
Chief Procurement Officer
Barnstable County
3195 Main Street, P.O. Box 427
Barnstable, MA 02630**

Dear Ms. Davis,

Thank you for the opportunity to submit the enclosed proposal. Segal Consulting would be privileged to continue to work with you to provide actuarial services for post-employment benefits other than pensions to the member units of the municipal retirement systems of Cape Cod and the Islands. We will work with you to develop a plan for compliance with and implementation of Governmental Accounting Standards Board (GASB) Statement Nos. 45, 74 and 75, as applicable. We understand that time is of the essence as the member units will need this information to prepare their June 30, 2017 financial statements.

Our knowledge and commitment to our public sector clients with respect to pension and retiree health valuations and our expertise in providing cost efficient and high quality actuarial and consulting services adds value to our proposed business partner relationship. Segal listens to and understands your objectives, combining them in a way to meet and exceed your goals. This approach and understanding allows us to provide you with valuable and timely advice. This proposal will demonstrate not only Segal Consulting's ability to perform the requested actuarial and consulting services but also why we are the best choice for doing so.

Kathleen A. Riley is authorized to bind the firm contractually and is the contact person who is authorized to provide clarification of the proposal should it be necessary. Her contact information is as follows:

**Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary
The Segal Company (Eastern States), Inc.
116 Huntington Avenue
Boston, MA 02116**

**Tel: 1.617.424.7336
Fax: 1.617.904.1833
E-mail: kriley@segalco.com**

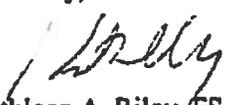
Ms. Davis
June 1, 2017
Page 2

This offer is effective for at least ninety (90) calendar days from the due date of the proposal. The requested information on insurance coverage is included in Appendix C. We respectfully request consideration of the edits to the Sample Agreement shown in Appendix E.

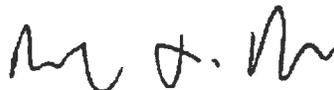
We acknowledge receipt of Addenda 1 and 2.

Segal Consulting would be privileged to continue to be retained to perform actuarial services for the member units of the municipal retirement systems of Cape Cod and the Islands.

Sincerely,



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary



Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary

KCR/DJR/an

Enclosure

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Qualifications, Related Experience and References

About Segal Consulting

We are pleased to provide the following information about Segal Consulting:

Company Name:	The Segal Company (Eastern States), Inc.
State of Incorporation:	New York
Home Office:	333 West 34 th Street New York, NY 10011 212.251.5000
Office Providing Services:	116 Huntington Avenue Boston, MA 02116 617.424.7300 [t] 617.904.1833 [f]
Contact:	Kathleen A. Riley, FSA, MAAA, EA Senior Vice President and Actuary 617.424.7336 kriley@segalco.com

Segal Consulting was founded as the Martin E. Segal Company in October 1939, early in the development of employee benefit plans in American industry. From the beginning, Segal has been involved in developing health and retirement programs that meet the needs of employees and employers.

The firm's first services focused on consulting for group health insurance and, soon after World War II, Segal began offering retirement plan consulting, including actuarial services. By the early 1950s, our leadership in retirement consulting services for collectively bargained plans brought us national recognition when our firm was asked to help set up the first multiemployer pension plan under the Taft-Hartley Act. Within a few years, Segal assisted in the establishment of numerous national industry-wide pension plans. These activities aided employees of industries such as entertainment, apparel, transportation and construction in which employees do not typically have prolonged employment with a single employer.

For over 75 years, Segal has been involved in developing health and retirement programs to meet the critical needs of employees and employers. Many widely accepted benefit practices were and are today innovations first conceived, designed, and introduced by Segal.

Today, Segal Consulting provides employee benefits and human resource consulting that serves public sector and multiemployer clients on the full range of health and welfare, retirement and human resource-related issues.

The company name was recently rebranded as Segal Consulting, a member of The Segal Group. It remains an independent, employee-owned firm that provides unbiased consulting.

The Boston Office was opened in 1960 and since then has served as consultants and actuaries to virtually every type of employee benefits and compensation program in both the private and public sectors. There are 45 employees in the Boston Office.

Segal's Boston Office currently serves many public funds in New England. We have completed OPEB valuations for the States of New Hampshire and Connecticut and numerous Massachusetts municipalities. In 2013, we completed the municipal actuarial analysis for the Massachusetts OPEB Commission Report, which was the basis of Governor Patrick's Retiree Healthcare Benefits Reform Legislation. Our health practice provides on-going consulting services to the City of Boston and the States of New Hampshire, Rhode Island and Connecticut. We also serve as consultant and actuaries to not-for-profit organizations and jointly-Trusted health and retirement funds, including the New England Carpenters, the Massachusetts Laborers and the Iron Workers District Council of New England.

We serve as consultants and actuaries to all types of public employee health benefit plans. Among these are plans covering federal, state and local government employees, police officers and firefighters, teachers and school district employees, and supplemental benefit plans sponsored by public employee organizations.

Segal has a long-standing reputation for providing comprehensive and insightful consulting and actuarial services. Our work and experience includes the following:

1. **Actuarial Services** for defined benefit pension and defined contribution plan design; the preparation and review of actuarial valuations, and the valuation of retiree health plan liabilities, long-term disability plans and other actuarially underwritten employee benefit programs.
2. **Health Benefits Advisors Services** for life and health benefit plans include the design of medical, dental, prescription drug and vision benefit plans; assistance in the selection and quality evaluation of insurers and managed care organizations; and projections of benefit plan costs.

Other services include evaluation and formulation of provider reimbursement systems; design and implementation of managed disability, health promotion and employee assistance programs; the application of health care cost management techniques; long-term care studies; hospital and medical claims and utilization review audits; collection and analysis of cost utilization data; consultation regarding the creation and management of health care coalitions; design and selection of disease management programs; design, selection and implementation of retiree health plan strategies and vendors; and the development of centers of excellence programs.

3. **Administration and Technology Consulting Services** help clients define the use of technology in managing human resources information by evaluating the existing human resources technology environment and defining users' functional and technical requirements.
4. **Investment Performance Services** provided by Segal Marco Advisors, the investment consulting affiliate of Segal Consulting, include evaluation of investment performance; assistance in setting investment policy guidelines and objectives.

5. **Human Resources Consulting Services** provide strategic analysis of a government system's human resources objectives and practices; assist in aligning goals and HR strategy; examine and report on whether outsourcing is appropriate; assist with the vendor selection process; and support the implementation process.
6. **Compensation Consulting Services** encompass customized program design and the implementation and administration of total compensation programs. This includes job classification and evaluation studies, compensation surveys and databases as well as reward system design.
7. **Defined Contribution Services** involve consulting services for defined contribution plans and ESOPs.
8. **Employee Communications Services** include the strategic planning of the use of communications to help plan sponsors achieve their benefits goals.

Our consulting approach emphasizes constructive dialogue with the client to arrive at sensible long-term solutions. We want our clients to be comfortable with their decisions. We make a point of being responsive to your needs and of treating every question as an important one.

Segal Consulting stands out in a number of ways from others providing services in our field.

- > **Stability and Independence.** Founded in 1939, we have extensive experience in providing consulting and actuarial services to public employee benefit programs. Our Company is employee owned and independent of any financial, insurance or investment entity.
- > **Serving Three Markets—public sector, corporate and multiemployer.** By identifying these three markets separately, our consultants have been able to develop expertise that responds to each market's unique characteristics, needs, and decision-making processes. At the same time, a collegial environment within and across practices and geographic regions ensures development of company-wide best practices and allows practitioners in each market to benefit from the experience and special skills of their colleagues serving other markets.
- > **Top-Tier Employee Benefits Consulting Firm.** A trusted consulting partner to its clients for over 75 years, Segal has approximately 1,100 employees (including benefits consultants, actuaries and analysts) in 22 offices throughout the U.S. and Canada.
- > **Top Talent.** We have assigned a top team of public sector actuaries and consultants, headed by an experienced public sector consultant who has worked on similar relationships and projects with governmental employers. This team is well qualified to provide all requested services and has expertise in a broad range of your benefits needs.
- > **Cutting-Edge Approaches.** Public employers today are facing a number of challenges. We strive to bring new ideas and concepts to our clients' attention in a way that they can be integrated into the organizational fabric. We also focus on strategic benefits and compensation planning as a key tool in assessing future directions. Segal continually analyzes its evolving markets, and we proactively bring solutions to our clients' changing needs. We continually study how the aging population affects employee benefit programs and compensation practices and help employers understand the ramifications of changes in the demographic composition of their own workforce. Our consultants guide our clients through the challenges confronting them today and prepare them for tomorrow.

- **Consulting Approach.** We listen. While our team of consultants and actuaries draws upon years of experience, our focus is on the particular environment in which our client operates. We work closely with our clients to develop strategic solutions to current challenges and to identify future directions.
- **Client Commitment.** We make a solid commitment to be there when and where our clients need us. We structure our consulting services around our clients' needs, focusing our energy and creativity on providing value based consulting.
- **Quality Commitment.** We follow a process of full peer review of consulting advice and recommendations. Our internal quality control standards require a three-stage process for actuarial and technical work. We also follow a quality service protocol, conducted by senior officers to discuss how well we are doing and to identify any areas for improvement with our client.
- **Clear Communication;** To Segal, consulting is a partnership, not telling clients what they ought to do. Further, we recognize that large public benefit programs have the attention of a wide range of people with a diversity of interests. We acknowledge our duty to inform all of these parties fully and fairly. Realizing that these audiences may not be benefits or human resources experts, we construct our written and oral reports in "plain" language readily understood by our audience.
- **Public Testimony Experience.** We are experienced in working effectively in both open and closed session with legislative bodies, administrative staff, benefit plan vendors and other stakeholders. Our consultants and actuaries have direct experience in giving testimony to public boards, commissions and other governing bodies.
- **Public Community Leadership.** Our professionals are frequent speakers, authors and advisors to organizations such as: the State and Local Government Benefits Association, National Association of State Retirement Administrators, National Council on Teacher Retirement, Government Finance Officers Association, National Association of Government Defined Contribution Administrators, International Foundation of Employee Benefit Plans, College and University Professionals Association—Human Resources, International Personnel Management Association—Human Resources, and WorldatWork.
- **Corporate Citizenship.** We assume responsibility as a corporate citizen and support cultural and charitable causes and organizations.

Similar Work Performed by the Proposer

This section of the proposal highlights our pension and retiree health experience with Massachusetts governmental clients. Services provided to the retiree health clients below in the last five years are similar to those required by the Barnstable County.

Retiree Health Valuations

- City of Boston
- City of Gloucester
- City of Holyoke
- City of Newton
- City of Quincy
- City of Salem
- Town of Acton
- Town of Andover
- Town of Bourne
- Town of Boxborough
- Town of Brookline
- Town of Burlington
- Town of Dracut
- Town of Nantucket
- Town of Needham
- Town of Reading
- Town of Wellesley
- Town of Westwood
- Town of Wrentham
- Barnstable County/Cape Cod Municipal Health Group
- Berkshire Region Group Purchasing Program
- Boston Water and Sewer Commission
- Cambridge Health Alliance
- Dedham-Westwood Water District
- Massachusetts School Building Authority
- Nashoba Regional School District
- Quincy College
- South Essex Sewerage District
- Springfield Water and Sewer Commission

Other Public Sector entities for which Segal provides actuarial consulting services are as follows:

Massachusetts Retirement Systems/Agencies

- City of Boston
- City of Cambridge
- City of Gloucester
- City of Holyoke
- City of Marlborough
- City of Salem
- City of Worcester
- Barnstable County
- Hampden County
- Middlesex Regional
- Town of Andover
- Town of Belmont
- Town of Brookline
- Town of Natick
- Town of Needham
- Town of Newton
- Town of Wellesley
- Boston Water and Sewer Commission
- Massachusetts State College Building Authority
- Massachusetts Water Resource Authority

Our Boston Office also provides ongoing health actuarial and consulting services to the City of Boston and the States of Connecticut, New Hampshire, Rhode Island and pension actuarial services to the State of Vermont.

References

Client Name:	Barnstable County
Primary Client Contact:	Ms. Mary McIsaac
Title:	Director of Finance/Treasurer
Address	3195 Main Street, P.O. Box 427, Barnstable, MA 02630
Telephone:	508.375.6915
Email:	mary.mcisaac@barnstablecounty.org
Client Name:	Boston Retirement Board
Primary Client Contact:	Ms. Sally Glora
Title:	City Auditor
Address	City Hall Room 816, Boston, MA 02201
Telephone:	617.635.4671
Email:	sally.glora@cityofboston.gov
Client Name:	Town of Wellesley
Primary Client Contact:	Mr. Marc V. Waldman
Title:	Treasurer/Collector
Address	525 Washington Street, Town Hall, Wellesley, MA 02482
Telephone:	781.431.1019 ext. 2260
Email:	mwaldman@wellesleyma.gov
Client Name:	Town of Brookline
Primary Client Contact:	Michael DiPietro
Title:	Finance Director
Address	333 Washington Street, Town Hall, Brookline, MA 02445
Telephone:	617.730.2317
Email:	mdipietro@townofbrooklinema.gov
Client Name:	Town of Needham
Primary Client Contact:	David Davison
Title:	Director of Finance
Address	1471 Highland Avenue, Town Hall, Needham, MA 02492
Telephone:	781.455.7500
Email:	ddavison@needhamma.gov

Staffing and Project Organization

The existing staff of our Boston Office will perform the requested actuarial and consulting services for the post-employment health benefits that you provide. A brief summary of the experience of each member of the team and each person's role is shown below. Resumes are included in Appendix A.

Kathleen A. Riley, FSA, MAAA, EA *Vice President and Actuary*

Email: kriley@segalco.com

Phone: 617.424.7336

Years with Company: 37

Years of Benefit Experience: 37

Location: Boston, MA

Education: Harvard University (AB)

Memberships and Honors:

- Fellow of Society of Actuaries (FSA)
- Member of American Academy of Actuaries (MAAA)
- Enrolled Actuary (EA)
- Member, Actuarial Standards Board

Ms. Riley will serve as the lead actuary and the project manager. She will be responsible for the analytical and actuarial work concerning the long-term liability calculations and will ensure the successful completion of all aspects of the project.

Daniel J. Rhodes, FSA, MAAA, *Vice President and Consulting Actuary*

Email: drhodes@segalco.com

Phone: 617.424.7348

Years with Company: 14

Years of Benefit Experience: 14

Location: Boston, MA

Education: Harvard University (AB)

Memberships and Honors:

- Fellow of Society of Actuaries (FSA)
- Fellow of Conference of Consulting Actuaries (FCA)
- Member of American Academy of Actuaries (MAAA)

Mr. Rhodes will be responsible for the analytical and actuarial work on health benefit issues. He will support Ms. Riley in the delivery of consulting services.

Camille M. Naser, Actuarial Associate

Email: cnaser@segalco.com

Phone: 617.424.7339

Years with Company: 27

Years of Benefit Experience: 27

Location: Boston, MA

Education: University of Illinois (BS)

Ms. Naser will work directly with Ms. Riley and Mr. Rhodes in managing the staff assigned to the project, and will perform the first-level review of all calculations.

Tarak Patel, Senior Actuarial Analyst

Email: tpatel@segalco.com

Phone: 617.424.7375

Years with Company: 5

Years of Benefit Experience: 5

Location: Boston, MA

Education: University of Massachusetts – Amherst (BBA)

Mr. Patel will work directly with Ms. Riley, Mr. Rhodes and Ms. Naser in completing the requested actuarial work for the retiree health valuation.

Work Plan/Technical Approach

Scope of Services

We will prepare full actuarial valuations of the post-employment benefit obligation for the member units participating in the actuarial studies as of July 1, 2016 and July 1, 2018. The actuarial valuation as of July 1, 2016 will be used for the required disclosure for the fiscal year ending June 30, 2017 and will be updated for the required disclosure for the fiscal year ending June 30, 2018. The actuarial valuation as of July 1, 2018 will be used for the required disclosure for the fiscal year ending June 30, 2019 and will be updated for the required disclosure for the fiscal year ending June 30, 2020. The valuations will be completed in accordance with the Statements of Governmental Accounting Standards (GASB) Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans (Statement No. 74), for participating member units that established an OPEB Trust and are funding their OPEB obligations, and Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions (Statements Nos. 45 and 75), as applicable, and in accordance with applicable Actuarial Standards of Practice. We anticipate that the disclosures for the fiscal year ending June 30, 2017 will comply with GASB Statements No. 45 and 74 and that the disclosure for the later fiscal years will comply with GASB Statements No. 74 and 75.

Pre-valuation Conference Calls/Meeting

We will schedule an informational conference call with County officials to identify issues; review plan provisions; review the methodology to be reflected in the valuation report; obtain contact information for participating member units, and discuss timing and other issues the County would like to address. If requested, we can arrange for a dial-in call or a single in-person meeting for participating member units to review data requirements and timing.

Methodology

We will gather data as required for the study (a data request is shown in Appendix B), analyze the data, and question missing or irregular data items. For member units that participated in the actuarial valuation as of June 30, 2014, we have prepared an Excel file with the prior valuation's data that can be updated to June 30, 2016. We will calculate the retiree health benefit liability, and prepare a report of our findings and recommendations.

Our approach for valuing postretirement health and welfare benefits has two basic components:

- > **Claim Cost Component:** We collect and evaluate premium information to establish a baseline cost for the valuation measurement.

We use this information to determine the implicit rate subsidy and to produce "claim curves" that reflect initial costs separately for each age, for males and females, and for employees/retirees and dependents. (Expected health care costs tend to increase with increasing age, and can be significantly different at given ages for males versus females,

and for employees/retirees versus dependents; these distinctions in morbidity are reflected in our valuation cost basis.) In addition, we develop short- and long-term health care cost trend rates (which measure the rate at which net plan costs are expected to increase in future years).

We will prepare a set of “claim curves” for the participating member units of the Cape Cod Municipal Health Group (CCMHG) and separate sets for member units that do not participate in the Cape Cod Municipal Health Group, e.g. Bourne, Nantucket and retired teachers in the G.I.C. Because one set of “claim curves” will be prepared for the CCMHG, we will need to receive data from all participating member units of the CCMHG before we can develop the “claim curves.”

After reviewing the particular provisions of the plan with the County, we will establish protocols for the valuation of plan benefits, participant contributions, and benefit coordination with Medicare. In the event of a question on the interpretation of the plan, or an ambiguity in the substantive plan, we will recommend assumptions on how to value the associated cost based on past experience and reasonable future expectations. If appropriate, we will suggest to the County ways to clarify the plan.

- **Liability Component:** The “liability” component of the valuation has many similarities to calculations made for pension plan valuations. Plan participants (active employees, current retirees, retirees’ spouses, and surviving spouses, as appropriate) are projected forward with assumptions about turnover, retirement, death, disability, the likelihood of electing benefits in retirement, the likelihood of having a covered spouse at retirement, etc. The demographic assumptions used in the most recent valuations of the Barnstable County Retirement System, the Falmouth Retirement System and the Massachusetts Teachers Retirement System will be used for the GASB 74/75 analysis. Enrollment assumptions will be based on analysis of your recent experience. In addition, we will propose health care cost trend and other health-specific assumptions, in accordance with Actuarial Standards of Practice ASOP No. 6: *Measuring Retiree Group Benefits Obligations and Determining Retiree Group Benefits Program Periodic Costs or Actuarially Determined Contributions*.

We will determine a discount rate to use for the valuations in accordance with GASB 74/75. The GASB statements provide the method for determining the discount rate to be used. The discount rate is a blend of the long-term expected rate of return on OPEB Trust assets and a yield or index rate for 20-year, tax-exempt general obligation municipal bonds with an average rating of AA/Aa or higher. The blending is based on the sufficiency of projected assets to make projected benefit payments. Projected assets will reflect anticipated employer contributions to the OPEB Trust in accordance with the unit’s funding policy, if any. The discount rate will be determined separately for each participating member unit.

Participating member units that have established an OPEB Trust and are funding their OPEB obligations will need to comply with GASB 45 and GASB 74 for the fiscal year ending June 30, 2017. Participating member units that have not established an OPEB Trust will only need to comply with GASB 45 for the fiscal year ending June 30, 2017. All participating member units

will need to comply with GASB 74, if applicable, and GASB 75 for the fiscal year ending June 30, 2018 and later fiscal years.

For the participating member units that have established an OPEB Trust and are funding their OPEB obligations, the GASB 74:75 discount rate will be determined on an individual basis.

If requested, we will calculate obligations at the expected long-term rate of return on the OPEB Trust assets and work with the unit to develop a funding schedule. This project would be a supplemental service.

Because GASB 74:75 requires the use of the Entry Age Normal span funding method, we will recommend the use of the Entry Age Normal funding method for the July 1, 2016 actuarial valuation.

Segal will perform the following calculations for the County, and any requested department breakouts:

- > Project the total cost of providing postemployment benefits. The projection will be made on the basis of the current plan as communicated to participants and will reflect any implicit rate subsidies based on the premium rates charged by the County.
- > Discount the projected cost of benefits to the present value. The actuarial present value of total projected benefits (APV) is the amount that would have to be set aside today in an interest-earning account in order to provide enough capital to pay all expected costs of postemployment benefits for all current plan participants (both retirees and employees).
- > Determine the AAL (Total OPEB Liability), UAL (Net OPEB Liability), and Normal Cost (Service Cost) using the Entry Age Normal funding method, and using a discount rate determined in accordance with the provisions of the new GASB Statements.
- > Calculate the Annual OPEB Expense, Deferred Inflows and Outflows, and the Net OPEB Liability (NOL) for fiscal year ending June 30, 2018 and later years.
- > Provide a comparison of Actuarially Determined Contributions to actual contributions.
- > Perform sensitivity analysis of the results using key variables.
- > Prepare the necessary material for the Comprehensive Annual Financial Report to conform with the GASB OPEB reporting and disclosure requirements.

Actuarial Valuation Report

The report will include certain technical terms but will be prepared so that it can be easily understood and communicated. The report will include all the necessary material to comply with the GASB OPEB reporting and disclosure requirements. In addition to the calculations described above, the following information will be included:

Demographic statistics on active and retired members;

- > A summary of plan assets;
- > A summary of plan provisions;
- > A summary of the actuarial assumptions (including data adjustments, if required), the actuarial cost method and the asset valuation method used in the valuation;
- > An actuarial certification signed by appropriately credentialed actuaries; and
- > A separate glossary defining all technical terms.

Meetings

As noted earlier, if requested, we can arrange for a dial-in call or a single in-person meeting for participating member units to review data requirements and timing.

In addition, we will present the results of the valuation report at a single in-person meeting for all participant member units at a time and location that is convenient for the member units.

Timetable for Retiree Health Valuation

As referenced, we will schedule a pre-valuation conference call with County officials and, if requested, a call with the participating member units.

Based on our receipt of required data, the following is a proposed time schedule for the completion of the valuation report:

1. When received, the valuation data will be reviewed and run through standard "edit and distribution" programs to verify completeness and reasonableness. We will work with the appropriate staff to verify the completeness and accuracy of the data.

We expect to be at the four-week mark, from the receipt of complete data from all units, at this phase of the project.

2. Review the actuarial assumptions and complete the gain/loss analysis.

We expect to be at the eight-week mark, from the receipt of complete data from all units, at this phase of the project.

3. Complete the actuarial calculations and report.

This phase will be completed within twelve weeks.

4. Meet with the participating member units to present the report at a time and location to be determined.

Similar Work Performed in the Last Two Years

The basic OPEB work to be performed for the participating member units of the municipal retirement systems of Cape Cod and the Islands is the same as the work performed for the retiree health clients shown on page 5 of this proposal. We are currently working with these clients to implement GASB Statement No. 74 for fiscal years beginning after June 15, 2016, if the client has established and is funding an OPEB Trust, and GASB Statement No. 75, in most cases, for the following fiscal year.

However, the work you have requested is unique in the following ways:

- The majority of your participating member units purchase health benefits through the Cape Cod Municipal Health Group. Because the experience of the entire group contributes to the development of the premiums for the group, we propose to develop “claim curves” for these units in the aggregate. This approach generates significant savings in time, and therefore expense. However, it also means that the “claim curves” analysis cannot be performed until all member units in the CCMHG has submitted participant data. “Claim curves” will be developed separately for other member units not in the CCMHG.
- The participating member units have employees and retirees who are members of several Retirement Systems. We will use the demographic assumptions of the Retirement System in which the employee or retiree is enrolled.
- The participating member units have a wide range of policies with respect to historical and anticipated funding of their retiree health obligations. We will continue to reflect these financial decisions in the determination of the appropriate discount rate to use for the actuarial valuations, in accordance with the new accounting standards.

We believe the approach we have developed with you beginning in 2006 provides a cost effective, efficient process to continue to deliver high quality actuarial work to your participating member units. We have used a similar process with the Berkshire Regional Group Purchasing Group for their actuarial valuations beginning in 2008.

Appendix A: Resumes

Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary, Boston

Expertise

Ms. Riley joined Segal Consulting's Boston Office in 1980. She managed the Boston Office actuarial department from 1994 through 1998, overseeing the actuarial work performed, and is currently the Public Sector Retirement Practice Leader for the Boston Office.

Client Involvement

Ms. Riley has extensive experience working with public sector retirement plans. She serves as the lead actuary and consultant for many Massachusetts municipal and county clients, including the Cities of Boston, Cambridge and Worcester, and also works with several Taft-Hartley and corporate clients. She served on the Governor's Special Commission on Pension Reform in 2009. Ms. Riley led Segal's actuarial team that completed the municipals actuarial analysis for the Massachusetts OPEB Commission Report, which was the basis of Governor Patrick's Retiree Healthcare Benefits Reform Legislation.

Ms. Riley has assisted various Retirement Boards in determining whether or not to adopt early retirement incentives, veteran's buyback provisions, and the COLA provided under Massachusetts pension legislation (Chapter 17 of the Acts of 1997). In addition, she has advised on the impact of other state legislative initiatives.

Ms. Riley has worked with the Massachusetts State Board of Retirement to determine the cost of alternative retirement benefits for State and municipal public safety officers. She also has advised the State Police Association and has assisted the Essex County and Hampshire County Retirement Systems in evaluating the impact on the Retirement System and member communities of the various proposals to redesign and/or abolish County government in Massachusetts.

Professional Involvement

Ms. Riley was appointed to the Actuarial Standards Board beginning in 2016. The Actuarial Standards Board was established by the U.S. actuarial professional organizations to establish and improve standards of actuarial practice. She was a member of the Actuarial Board for Counseling and Discipline (ABCD) from 2011 through 2015. The ABCD responds to actuaries' request for guidance on professional issues and to consider complaints about possible violations of the actuarial Code of Professional Conduct. Ms. Riley is a former Chairperson of the American Academy of Actuaries Committee on Qualifications and a former Vice President of Professionalism for the American Academy of Actuaries. She has also been a member of the Board of Directors of the American Academy of Actuaries.

Education/Professional Designations

Ms. Riley is a graduate of Harvard University, where she earned an AB degree in biology in 1980. She is a Fellow of the Society of Actuaries, a Member of the American Academy of Actuaries, and an Enrolled Actuary.

Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary, Boston

Expertise

Mr. Rhodes is a Vice President and Consulting Actuary in Segal's Boston Office. He has 14 years of experience consulting to multiemployer and public sector group health benefit plans, including regional, statewide and national plans.

Mr. Rhodes is an expert on retiree medical valuation, funding, and accounting, including FASB ASC 715 and 965, and GASB 43 and 45. He has provided retiree medical valuations to the States of New Hampshire and Connecticut, the City of Boston, and dozens of municipalities in New England.

Mr. Rhodes consults to several group health benefit plans, including regional, statewide and national plans. He is responsible for budget projections, claims analysis reserve calculations and plan change pricing. He also consults with several clients on Medicare Part D issues, and provides Retiree Drug Subsidy actuarial attestations for several New England clients.

Mr. Rhodes is actively involved in Segal's software development, training and peer review initiatives, and serves on the planning committee for Segal's annual Technical Actuarial Meeting.

Education/Professional Designations

Mr. Rhodes received an AB with Honors in Applied Mathematics from Harvard University. He is a Fellow of the Society of Actuaries, a Member of the American Academy of Actuaries (where he serves on the Academy's Retiree Benefits Subcommittee), and a Fellow of the Conference of Consulting Actuaries.

Mr. Rhodes is a licensed Life, Accident, and Health Producer in the Commonwealth of Massachusetts and all other New England states.

Publications/Speeches

1. "Strategies for Coping with the 40% Excise Tax on High-Cost Plans," Massachusetts Government Financial Officers Association, October 22, 2015
- > "OPEB and GASB 74/75 – An Actuarial Perspective," PERAC Emerging Issues Forum, September 17, 2015
- > "GASB OPEB Revisions Approved June 2, 2015 New Mexico Retiree Health Care Authority Annual Meeting, July 9, 2015
- > "Bargaining Issues Under the Affordable Care Act," Connecticut Conference of Municipalities/Connecticut Public Employers Labor Relations Association, October 2, 2013
- > "GASB #45 OPEB," Massachusetts Collector and Treasurers Association, June 14, 2011

Camille Naser
Actuarial Associate, Boston

Expertise

Ms. Naser joined Segal Consulting's Boston Office in 1990. She has worked closely with Ms. Riley, Mr. Rhodes and the Boston Actuarial Department in providing OPEB actuarial valuation services to many public sector clients, including the Massachusetts OPEB Commission. She has also completed retiree health calculations and sick-leave studies for several corporate and municipal clients, including the Town of Wellesley.

Ms. Naser also works on corporate and multiemployer defined benefit retirement plans. These responsibilities include actuarial valuations, preparing accounting and disclosure information, completing government filings, discrimination testing and the production of annual benefit statements.

Education/Professional Designations

Ms. Naser received a BS in Mathematics from the University of Illinois in 1989.

Tarak Patel
Senior Actuarial Analyst, Boston

Expertise

Mr. Patel is a Senior Actuarial Analyst in Segal's Boston Office. He provides actuarial valuations for multiemployer pension plans and retiree health plans. Mr. Patel also completes valuation-related activities addressing special and emerging retirement issues posed by client organizations.

Mr. Patel assists clients by researching and gathering information, reviewing and analyzing work products including plan data and financial statements, providing input to the development of solutions, creating and updating valuation programs and spreadsheet applications, assisting with report preparation and presentation, and government filings.

Professional Background

Prior to joining Segal in 2012, Mr. Patel was a Consultant in KPMG's Structured Finance Group.

Education/Professional Designations

Mr. Patel received a BBA in both Mathematics and Finance from the University of Massachusetts-Amherst. He is currently pursuing his ASA designation and has passed three actuarial exams given by the Society of Actuaries.

Appendix B: Sample Data Request for Retiree Health Valuation

In preparation for the valuation of your post-employment health benefits (OPEB) liability, please provide the following data in electronic format:

1. Participant Data. A description of the required fields follows:

- A. Detailed data on retirees, spouses and surviving spouses receiving post-employment health benefits as of the measurement date. Data on surviving spouses should be provided in the same format as the retiree data with an indicator of surviving spouse status.**

For each retiree and surviving spouse, please provide:

1. Name
2. Social security number (or other unique identifier)
3. Sex
4. Date of birth (MMDDYYYY)
5. Date of retirement (MMDDYYYY)
6. Disabled (Y or N)
7. Department
8. Teacher (Y or N)*
9. Medical plan enrolled
10. Tier of medical coverage elected (e.g., single, family)
11. Tier of dental coverage elected (e.g., single, family)
12. Life insurance amount (if applicable)
13. Marital status (single, married)
14. Spouse date of birth (if applicable)
15. Spouse medical plan enrolled
16. Number of covered children (if applicable)
17. Status indicator (retiree, surviving spouse, disabled, etc.)
18. Retiree contribution amount
19. Medicare Part B penalty amount (if applicable)

* "Teacher" refers to any employee covered by the Massachusetts Teachers' Retirement System.

B. Detailed data on active employees receiving benefits as of the measurement date.

For each active employee, please provide:

1. Name
2. Social security number (or other unique identifier)
3. Sex
4. Date of birth (MMDDYYYY)
5. Date of hire (MMDDYYYY)
6. Department
7. Please identify the following:
 - Group 1 – Teacher**
 - Group 1 – All other
 - Group 4
8. Medical plan enrolled
9. Tier of medical coverage elected (e.g., single, family)
10. Marital status (single, married)
11. Spouse date of birth (if applicable)
12. Number of covered children (if applicable)

2. Plan Information.

Please provide plan descriptions for all benefits (e.g., medical, prescription drug, dental, vision, life insurance, Medicare supplement plans, Medicare Part B reimbursements) provided to active employees and retirees, including premiums and a description of retiree contributions. (Additional claims data will be requested for any units that have self-funded plans.)

3. Financial Information.

- A. Please provide the OPEB Trust account balance and breakdown by department, if applicable, as of June 30, 2016 and June 30, 2017 (when available) and a reconciliation of the OPEB Trust Fund assets from June 30, 2016 through June 30, 2017, including dates and amounts of contributions.
- B. Please provide your funding policy, if applicable.
- C. Please provide an estimate of the current fiscal year covered payroll.

** "Teacher" refers to any employee covered by the Massachusetts Teachers' Retirement System.

Appendix C: Insurance Coverage

Policy Number: MPP0022143 11

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK STATE INSURANCE DEPARTMENT. HOWEVER, SUCH FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

Schedule

Type	Professional Indemnity Policy
Name of the Assured Firm	The Segal Group, inc. and any and all subsidiaries, including but not limited to the following: The Segal Company, Ltd. The Segal Company (Midwest), Inc. The Segal Company (Eastern States), Inc. The Segal Company (Southeast), Inc. The Segal Company (Western States), Inc. The Segal Company (Louisiana), Inc. The Segal Company (Arizona), Inc. The Segal Company (Texas), Inc. Segal Select Insurance Services, Inc. Segal Advisors, Inc. d/b/a Segal Marco Advisors Segalco Insurance, Inc. Rogerscasey Canada, Inc. Benefit Delivery Systems, Inc.
Predecessors in Business	All predecessor firms
Address of the Assured Firm	333 West 34 th Street New York, NY 10001-2402 USA and all other offices of the Assured Firm
Period of Insurance	From: 30 January 2017 To: 30 January 2018 Both days at 12:01 am Standard Time at the Address of the Assured Firm
Limit of Liability	USD 12,500,000 each claim and in the aggregate including reasonable costs, charges and expenses
Retention	USD 3,000,000 each and every claim including costs, charges and expenses
Extended Reporting Period	12 months two way at 100% Additional Premium 24 months two way at 150% Additional Premium 36 months two way at 200% Additional Premium
Choice of Law in the Event of a Policy Dispute	Delaware
Choice of Law in the Event of a Policy Dispute	USA
Territorial Limits	Worldwide
Premium	██████████
Payment Terms	30 Days Premium Payment Warranty
Date of Proposal	November 21, 2016

Everest Indemnity Insurance Company
c/o Mt. McKinley Managers, L.L.C.
461 Fifth Avenue- 3rd Floor
New York, NY 10017-6234



EVEREST

**Preferred Follow Form Policy
(the "Policy")**

THE INSURER(S) NAMED HEREIN IS (ARE) NOT LICENSED BY THE STATE OF NEW YORK, NOT SUBJECT TO ITS SUPERVISION, AND IN THE EVENT OF THE INSOLVENCY OF THE INSURER(S), NOT PROTECTED BY THE NEW YORK STATE SECURITY FUNDS. THE POLICY MAY NOT BE SUBJECT TO ALL OF THE REGULATIONS OF THE DEPARTMENT OF FINANCIAL SERVICES PERTAINING TO POLICY FORMS.

Policy Number: PL5EE00098-171 **Premium:** US\$ 301,167

**Name of Assured/
Insured:** The Segal Group, Inc and others as more fully described in the Primary Policy

Address: 333 West 34th Street
New York, NY 10001-2402

**Period of
Insurance/Policy
Period:** 12:01 a.m. January 01, 2017 to 12:01 a.m. January 30, 2018

**Sum Insured/Limit
of Indemnity:** (Including costs, charges and expenses as more fully described in the Primary Policy)
US\$ 7,500,000
Excess of the underlying
limits/sum(s) insured of:
US\$ 12,500,000 (As more fully described in the underlying policies)

**Coverage
Description:** Professional Indemnity Insurance

**Particulars of
Insurance:** As per attached.

Endorsements: N/A

Primary Policy: For the period of insurance from 12:01 a.m. January 01, 2017 to 12:01 a.m. January 30, 2017:

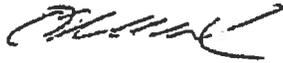
Greenwich Insurance Company Policy No. MPP 0022143 10

For the period of insurance from 12:01 a.m. January 30, 2017 to 12:01 a.m. January 30, 2018:

Greenwich Insurance Company Policy No. MPP 0022143 11

Hereto: 80.000% part of 100.000%; i.e. US \$0.800 of each dollar of the Sum Insured/Limit of Indemnity and Premium expressed hereon and of payments hereunder.

Insured with: Everest Indemnity insurance Company
(the "Company")



Signature of Authorized Representative of the Company

December 23, 2016

Date

WARRANTY CLAUSE ATTACHING TO POLICY NO. PL5EE00098-171

The Company warrants that:

- (a) This Policy incorporates all terms except the premium, period of insurance, the amount of the sum insured or limit of indemnity, and the Co-Insurance Endorsement set forth in the Primary Policy on the identical subject matter and risk, and is subordinate to the Primary Policy.
- (b) The Company will act on its own behalf with respect to the handling and settlement of claims and notified circumstances. Any claims or circumstances reported under the Primary Policy shall also be reported as soon as practicable, in accordance with the terms set forth in the Primary Policy, to:

**Casualty Claims Department
Everest National Insurance Company
P.O. Box 830
477 Martinsville Road
Liberty Corner, NJ 07938**

- (c) This Policy incorporates without notice, and is subordinate to, any changes and endorsements of the Primary Policy.
- (d) Any changes of Insurers or co-insurers, including incomplete placements, are permitted without notice but loss of coverage resulting from any incomplete placement is assumed by the Assured and shall not cause the layer of coverage in which the Company participates to drop to a lower level of coverage or increase the participation of the Company in such layer of coverage.
- (e) In the event of the reduction or exhaustion of the per claim underlying limits/sum(s) insured by reason of the payment of claims, notified circumstances, or any costs, charges and expenses by the underlying policies, the Assured, or others on behalf of the Assured, this Policy shall:
 - (i) in the event of reduction, pay the excess of the reduced underlying limits/sum(s) insured;
 - (ii) in the event of exhaustion, continue in force as primary insurance;

provided always that in the latter event, this Policy shall only pay the excess of the retention as provided in the Primary Policy.

Policy Number: MPP0022143 11

Underwriters Greenwich Insurance Company

**Underwriters' Address for
Notice and Claims Handling** XL Insurance
P.O. Box 614002
Orlando, FL 32861-4002
proclaimnewnotices@xlgroup.com

**Assured's Representatives
for Notice** Aon Risk Services Northeast, Inc.
199 Water Street
Eighth Floor
New York, NY 10038

Appendix D: Attachment A - Certificate of Non-Collusion and Tax Compliance

ATTACHMENT A

CERTIFICATE OF NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

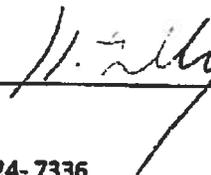
I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: The Segal Company (Eastern States), Inc.

Address: 333 West 45th Street

New York, NY 1001-2402

Signature of Individual Signing

Bid, or Corporate Officer: 

Telephone Number: (617) 424- 7336

Social Security Number

Or Federal Identification Number: 13-1835864

Date: May 27, 2017

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.

Appendix E: Requested Edits

General Insurance Requirements

- c. Each policy shall contain a waiver of subrogation, if applicable, in favor of County of Barnstable, and "all other political subdivisions," its officers and employees.

Liability Insurance

The Contractor shall be fully responsible for all claims for damages for bodily injury, including wrongful death, and all claims for property damage, which may result from the performance of this Contract by the Contractor, any subcontractor, or any of their respective agents or employees. The Contractor's liability shall not be limited to the extent of the insurance required herein. The Contractor shall take out and maintain in force during the life of this Contract the following types of insurance to protect County of Barnstable, and "all other political subdivisions", its agents, and employees, the Contractor, and any subcontractor performing work covered by this Contract from claims which may arise from operations by himself or by ~~a subcontractor or~~ by anyone directly or indirectly employed by either of them.

- a. **Commercial General Liability Insurance:** to cover all claims for damages for bodily injury including accidental death, as well as claims for property damage which may arise out of operations performed in connection with the Contract. The policy shall provide a combined single limit for bodily injury and property damage of one million dollars (1,000,000) per occurrence, and two million dollars (\$2,000,000) aggregate. Personal and Advertising Injury coverage shall be provided at a limit of (\$1,000,000). Products and completed operations coverage ~~should be provided at a limit of two million dollars (\$2,000,000)~~ may be included in the general aggregate. Excess liability shall cover any requirements over the stated limits.

County of Barnstable, and "all other political subdivisions", shall be named as an additional insured on all public liability and property damage insurance policies. The policy shall include a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions." No insurance policy obtained pursuant to this section shall contain a deductible or self insured.

- b. **Automobile Liability:** to cover the liability of the Contractor arising from operations on and off the site of all motor vehicles whether they are ~~owned~~, non-owned or hired. The policy shall be on an occurrence form with a combined single limit for bodily injury and property damage liability of at least one million dollars (\$1,000,000).

Professional Liability Insurance

The Contractor shall provide insurance to protect the Contractor against all claims arising from acts, errors or omissions related to the scope of professional services to be rendered under this contract. The policy shall have a limit of one million dollars (\$1,000,000) per claim or such other amount if required by the County of Barnstable and indicated via addendum to this Contract. If the policy is claims-made, it shall include a ~~commencement~~ retroactive date no later than the effective date of this contract and an extended reporting period of no more than two (2) years ~~at least six years.~~

Proof of Insurance

No work shall be commenced on the site by the Contractor or any subcontractor until copies of the policy or certificates of the types of insurance required hereby have been furnished to the Chief Procurement Officer, in a form satisfactory to her. If the Contractor provides a Certificate of Liability Insurance, it must indicate each policy number, insurance company, policy effective and expiration date, and limits of insurance. The certificate must make specific reference to the Contract number. It must also provide proof that the policy(ies) has been properly endorsed to add the County of Barnstable, and "all other political subdivisions" as an additional insured and to add a waiver of subrogation in favor of the County of Barnstable, and "all other political subdivisions," and to provide the County of Barnstable with at least thirty (30) days' notice of any cancellation, termination or material modification. The certificate must be signed by a duly authorized representative of the issuing insurance companies and provide notice of cancellation pursuant to the terms of the policies.

In addition, renewal certificates must be received by the County of Barnstable ~~thirty (30) days~~ prior to any on or prior to policy expiration. Further, policies must not be allowed to expire or be canceled without thirty (30) days prior written notice to the Chief Procurement Officer, County of Barnstable by the Contractor.

Requested Edits to Attachment B: Sample Agreement

5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date. The written notice must demand performance of the violation or breach. If the breaching party is unable or unwilling to cure the violation or breach prior to the effective date of termination, the Contract may be immediately terminated.

15. **Publication, Reproduction Ownership of Deliverables and Use of Material.** Except to the extent that they incorporate Contractor's proprietary software, know-how, techniques, methodologies and report formats (collectively, "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by Contractor to Client under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of Client, once paid for by Client. To the extent Contractor's Proprietary Information is incorporated into such Deliverables, Client shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County and participating members shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to

section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages ~~that may arise out of or are imposed because of~~ resulting from the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or participating members against any liability incurred as a result of a violation of this section to the extent such violation results from Contractor's willful misconduct or negligence. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or participating members must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133. ~~County~~ agrees to supply to Contractor (either directly or through its agents and representatives) on a timely basis all of the data, all documentation and information reasonably needed by Contractor to perform its services under the terms of this Agreement (Information"). Contractor shall have the right to reasonably rely on the accuracy and completeness of the Information supplied by County and its agents and representatives and subject to complying with the recognized standard of care shall have no responsibility for independently verifying or checking the Information supplied for accuracy or completeness.

Attachment B to Contract: Price Proposal



Barnstable County

**REQUEST FOR PROPOSALS FOR
ACTUARIAL CONSULTANT SERVICES**

Price Proposal

June 1, 2017

Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary
phone: 617.424.7336
fax: 617.904.1833
kriley@segalco.com

Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary
phone: 617.424.7348
fax: 617.904.1833
drhodes@segalco.com

★ Segal Consulting

116 Huntington Avenue 8th Floor Boston, MA 02116-5744
T 617.424 7300 www.segalco.com

June 1, 2017

Ms. Elaine Davis
Chief Procurement Officer
Barnstable County
P.O. Box 427
Barnstable, MA 02630

Dear Ms. Davis,

Segal Consulting is pleased to present its Price Proposal for the Barnstable County RFP Other Post-Employment Benefits (OPEB) Actuarial Services.

We propose the following fee structure:

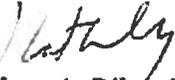
Task	Fee Per Participating Member Unit
July 1, 2016 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2017	\$2,800
> Additional fee for department results, if requested	\$500
> Additional fee for preparation of a funding schedule, if requested	\$500
Disclosure information for the fiscal year ending June 30, 2018	\$1,000
July 1, 2018 Actuarial Valuation and disclosure information for the fiscal year ending June 30, 2019	\$3,000
> Additional fee for department results, if requested	\$500
> Additional fee for preparation of a funding schedule, if requested	\$500
Disclosure information for the fiscal year ending June 30, 2020	\$1,100

Ms. Davis
June 1, 2017
Page 2

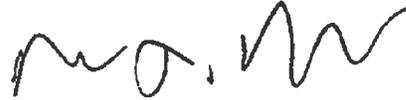
Additional services outside the scope of work described in the Technical Proposal would be billed at our hourly time charge rates which range from \$265 to \$375 per hour. We can work with the member units to provide a fixed fee cost for additional services when the scope of those services is known.

Please let us know if you have any questions.

Sincerely,



Kathleen A. Riley, FSA, MAAA, EA
Senior Vice President and Actuary



Daniel J. Rhodes, FSA, MAAA
Vice President and Consulting Actuary

KCR/an

Enclosures

8553306v1/95020.908

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

June 12, 2017

MEMORANDUM

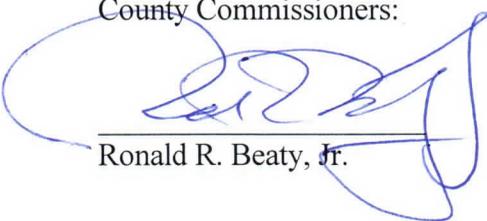
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued a Request for Proposals for Actuarial Services for OPEB on May 15, 2017. Three proposals were received from Segal Consulting, Jefferson solutions and KMS Actuaries. The Evaluation Committee consisting of Elaine Davis, Chief Procurement Officer, Ed Sentieo, Finance Director from Yarmouth and Mary McIsaac, Finance Director from Barnstable County reviewed the proposals and determined that the most advantageous proposal was submitted by Segal Consulting.

Please vote to award the contract for Actuarial Services to Segal Consulting as the vendor offering the most advantageous proposal.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.

Mary Pat Flynn



Leo Cakounes

06/14/17

Date



County of Barnstable
Finance Department
Superior Court House, P.O. Box 427
Barnstable, MA 02630
Tel: 508-375-6645
Fax: 508-362-4136



Mary T. McIsaac
Finance Director / Treasurer
mary.mcisaac@barnstablecounty.org

Patricia Rogers
Assistant Treasurer
trogers@barnstablecounty.org

Memorandum

June 9, 2017

To: Ms. Elaine Davis, Procurement Office

From: Mary T. McIsaac, Finance Director

Re: RFP for Actuarial Services

On June 5th the Committee of three, being the Finance Director of the Town of Yarmouth, Mr. Eduard Senteio, the Procurement Officer for the County, Ms. Elaine Davis and myself met to discuss our independent reviews of the three vendors who responded to our RFP for the collaborative bid for actuarial services for OPEB.

The Committee had independently reviewed the bidders qualitative and quantitative and responses and rated each of the bidders as Highly Advantageous (HA), Advantageous (A) or Not Advantageous (NA). The opening of the price proposals, submitted separately as required were reviewed. Pricing proposals were reviewed and the Committee received additional information to answer some questions of timing of data updates and reporting of Enterprises and or departments as separate liabilities.

As a result of the Committee's meeting and discussion, the Committee unanimously agreed that Segal Consulting was the most Highly Advantageous bidder and recommends that the Barnstable County Commissioners be asked to award the collaborative bid for OPEB actuarial services to Segal Consulting. The Committee particularly noted the company's long-standing presence in Massachusetts and the extensive list of clients in Massachusetts for which the company has provided OPEB actuarial services and the demonstrated understanding of the services requested in the RFP.

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, *the holder
of a mortgage*

by **Paul J. Carreiro**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **August 11, 2000**

recorded with the **Barnstable Registry District of the Land Court Document #808,144**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of July 2017*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of July 2017, before me, the undersigned notary public personally appeared _____

_____ and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: