



E-280-16

Contract Details

SERVICE: Actuarial Valuation Services

NIFS ID #: CLBU16000002

NIFS Entry Date: 11/09/16

Term: 12/1/16 - 11/30/18

New <input type="checkbox"/> Renewal <input type="checkbox"/>
Amendment <input checked="" type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Milliman, Inc.	Vendor ID# 910675641
Address 1550 Liberty Ridge Drive, Ste. 200 Wayne, NJ 19087-5572	Contact Person Robert LaMontagne Phone 610-687-5644

County Department
Department Contact Robert Conroy
Address 1 West Street, 5 th Floor Mineola, New York 11501
Phone 516-571-6335

Routing Slip

DATE Rec'd.	DEPARTMENT	Internal Verification	DATE App'd & Fwd.	SIGNATURE	Leg. Approval Required
	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	11/9/16	<i>[Signature]</i>	
	OMB	NIFS Approval <input checked="" type="checkbox"/>	11/9/16	<i>William Case</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
11/10/16	County Attorney	CA RE&I Verification <input type="checkbox"/>	11/10/16	<i>J. Quatrone</i>	
	County Attorney	CA Approval as to form <input checked="" type="checkbox"/>	11/15/16	<i>Kalley</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	LEG	Legislative Affairs Fw'd Original K to CA <input type="checkbox"/>			
	Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>	<input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>			
	County Comptroller	NIFS Approval <input type="checkbox"/>			
	County Executive	Notarization <input type="checkbox"/> Filed with Clerk of the Leg. <input type="checkbox"/>	11/10/16	<i>[Signature]</i>	

RECEIVED
CLERK OF THE LEGISLATURE
NASSAU COUNTY



Contract Summary

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.

Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.

Method of Procurement:

In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3, 2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was issued.

Procurement History: Milliman has been providing actuarial services to Nassau County since 2012.

Description of General Provisions: The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.

Impact on Funding / Price Analysis: \$80,927.

Change in Contract from Prior Procurement: No change.

Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE
Transaction:	500


RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$80,927
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$80,927

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUGEN1000 DE500	\$80,927
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$80,927

Document Prepared By: Irfan Qureshi

Date: 11/09/2016

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name	Name	Date
Date	Date	(For Office Use Only)
E #:		

RULES RESOLUTION NO. – 2016

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE TO EXECUTE AN AMENDMENT TO A PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE OF MANAGEMENT AND BUDGET, AND MILLIMAN, INC.

WHEREAS, the County has negotiated an amendment to a personal services agreement with Milliman, Inc. to provide Actuarial Valuation services, a copy of which is on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County Legislature authorize the County Executive to execute the amendment to an agreement with Milliman, Inc.



Nassau County Interim Finance Authority

Contract Approval Request Form (As of January 1, 2015)

1. Vendor: Milliman, Inc

2. Dollar amount requiring NIFA approval: \$ 80,927

Amount to be encumbered: \$ 80,927

This is a ☐ New Contract ☐ Advisement ☒ Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds above the amount previously approved by NIFA

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 12/1/2016 - 11/30/2018

Has work or services on this contract commenced? ☐ Yes ☒ No

If yes, please explain: _____

4. Funding Source:

☒ General Fund (GEN) ☐ Grant Fund (GRT)
☐ Capital Improvement Fund (CAP) Federal % _____
☐ Other State % _____
County % 100

Is the cash available for the full amount of the contract? ☒ Yes ☐ No

If not, will it require a future borrowing? ☐ Yes ☐ No

Has the County Legislature approved the borrowing? ☐ Yes ☐ No ☒ N/A

Has NIFA approved the borrowing for this contract? ☐ Yes ☐ No ☒ N/A

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

The contractor will provide actuarial valuation services

6. Has the item requested herein followed all proper procedures and thereby approved by the:

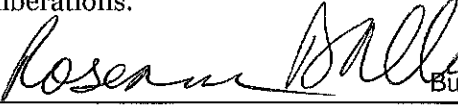
Nassau County Attorney as to form ☐ Yes ☐ No ☐ N/A
Nassau County Committee and/or Legislature ☐ Yes ☐ No ☐ N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

AUTHORIZATION

To the best of my knowledge, I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

 _____ Signature	<p>Budget Director</p> _____ Title	<p>11/10/16</p> _____ Date
<p>Roseann D'Alleva</p> _____ Print Name		

COMPTROLLER'S OFFICE

To the best of my knowledge, I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and not in conflict with the Nassau County Multi-Year Financial Plan.

Regarding funding, please check the correct response:

_____ I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project:

_____ I certify that the bonding for this contract has been approved by NIFA.

_____ Budget is available and funds have been encumbered but the project requires NIFA bonding authorization

_____ Signature	_____ Title	_____ Date
<p>_____ Print Name</p>		

NIFA

Amount being approved by NIFA: _____

_____ Signature	_____ Title	_____ Date
<p>_____ Print Name</p>		

NOTE: All contract submissions MUST include the County's own routing slip, current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

NIFA reserves the right to request additional information as needed.

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Milliman, Inc.

CONTRACTOR ADDRESS: 1550 Liberty Ridge Drive, #200 , Wayne, N.J.
19087

FEDERAL TAX ID #: 91-0675641

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ **The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids.** The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The original contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. Three (3) proposals were received and evaluated. The evaluation committee consisted of: three members of the Office of Management and Budget. The proposals were scored and ranked. As a result of the scoring and ranking, the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on December 31, 2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after-
See memo dated December 14, 2012 attached

describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☒ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

- ☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.
- ☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services

required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

VIII. ☒ Participation of Minority Group Members and Women in Nassau County Contracts. The selected contractor has agreed that it has an obligation to utilize best efforts to hire MWBE sub-contractors. Proof of the contractual utilization of best efforts as outlined in Exhibit "EE" may be requested at any time, from time to time, by the Comptroller's Office prior to the approval of claim vouchers.

IX. ☒ Department MWBE responsibilities. To ensure compliance with MWBE requirements as outlined in Exhibit "EE", Department will require vendor to submit list of sub-contractor requirements prior to the contract being submitted to the Comptroller.

X. ☒ Vendor will not require any sub-contractors.

In addition, if this is a contract with an individual or with an entity that has only one or two employees: ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

12/8/16
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.
Compt. form Pers./Prof. Services Contracts: Rev. 09/15

MEMORANDUM

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.
Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45
OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years.
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard E. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling. The proposals were evaluated based on the following criteria:

- **Proposal Offeror's History and Service Background**

This review will address the following questions:

Does the proposal demonstrate a successful service history?

Does the firm's organization and experience demonstrate the capacity to provide the services that are required?

Has the firm performed successfully in the past on projects of similar size and scope?

- **Readiness to implement the Program**

This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?

Does the firm demonstrate the ability to implement the project within reasonable time frames?

Will subcontracts be needed?

- **Proposal Conciseness, Completeness and Clarity of Presentation**

Under this criteria, the following questions would be addressed:

Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?

Does the proposal contain all elements identified in the RFP?

Does the proposal clearly represent the firm's capabilities?

- **Cost of Overall Project**

This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

- **Adequacy of Program Design**

This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP:

What is the firm offering to do for the County and how does the firm plan to accomplish this?

Are the tasks consistent with the purpose of the RFP?

Does each of the tasks or activities support the performance of RFP services?

Is the program design complete, consistent and feasible?

- **Other Factors**

Any other information that would assist the County in the selection process.

Does the firm offer any other information that would help the selection process?

Does the firm's response make it different from other firms?

Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

Recommendation

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

<u>Firm</u>	<u>Average Hourly Rate</u>	<u>Number of Hours</u>	<u>Total Estimated Fees</u>	<u>Estimated Expenses</u>	<u>Total Estimated Costs</u>
Milliman, Inc	282.14	284	80,128	800	80,928
The Howard E. Nyhart Company, Inc.	209.52	294	61,600	3,000	64,600
The Segal Company	296.42	151	44,760	0	44,760

Please let me know if you need any additional information

C: Richard R. Walker, Chief Deputy County Executive
Conal Denion, Bureau Chief, Office of County Attorney



COUNTY OF NASSAU

POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator? If yes, to what campaign committee?

No

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Vendor: MILLIMAN, INC.

Dated: 12/1/2016

Signed: Richard L. Gordon

Print Name: RICHARD L. GORDON

Title: PRINCIPAL AND CONSULTING ACTUARY

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Mary Christine Clare
Date of birth 10 / 12 / 1973
City/state/zip Seattle, WA 98119
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5736
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other**)
**Assistant Corporate Secretary 05/2008
**Chief Legal Officer 05/2012
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No X Yes ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

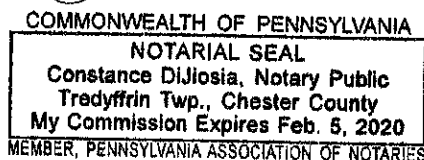
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016

Date

APPENDIX D

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1. Principal Name Pamela Ann Cone
Date of birth 12 / 30 / 1961
City/state/zip Seattle, WA 98119
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5626
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other**)
**Chief Marketing Officer 05/2003
**Vice President 05/2011
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction.
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9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No X Yes ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

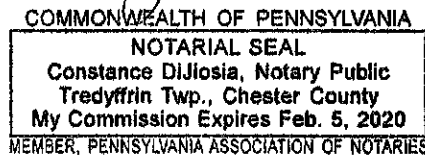
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Matthew Robert Curtis
Date of birth 10/ / 25 / 1969
City/state/zip Seattle, WA 98117
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5667
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other**)
Director of Brand Strategy 9/2005
Vice President 01/2016
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes ____ If Yes, provide details for each such instance.
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APPENDIX D

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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

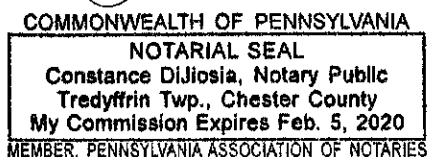
CERTIFICATION

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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of December, 2016

Constance D. Djosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016

Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name James Blaine Fulton
Date of birth 04/ / 14 / 1964
City/state/zip Issaquah, WA 98029
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5862
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other**)
Senior Vice President & Chief Financial Officer 7/2015
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

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 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
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 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
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APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

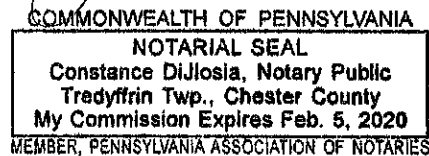
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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 14 day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Patrick Poyner Hendrickson
Date of birth 07 / 22 / 1972
City/state/zip Snohomish, WA 98296
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5574
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other**)
**Assistant Controller 05/2001
**Controller 05/2005
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
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APPENDIX D

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 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
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APPENDIX D

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APPENDIX D

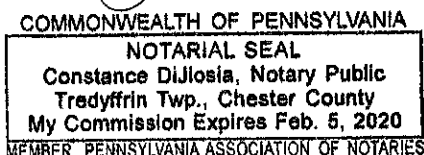
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Sworn to before me this 1st day of December, 2016

Constance D. Jozia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016

Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Kenneth Paul Mungan
Date of birth 07 / 02 / 1969
City/state/zip Downers Grove, IL 60515
Business address 71 South Wacker Drive, 31st Floor
City/state/zip Chicago, IL 60606
Telephone 312-499-5597
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / / / /
(Other**)
Chairman of the Board 02/16/2015
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
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APPENDIX D

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 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
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- a) Is there any felony charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction.
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- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes ____ If Yes, provide details for each such investigation.
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11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

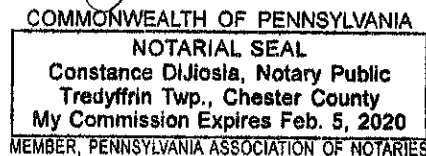
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constance DiGiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name William Steven Pedersen
Date of birth 11 / 04 / 1956
City/state/zip Issaquah, WA 98029
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5601
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / Partner / /
Vice President / /
(Other**)
**Controller 05/1994
**Treasurer and Controller 05/1999
**Financial VP and CFO 05/2006
**Sr. VP and CFO 05/2014
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
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 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
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APPENDIX D

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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

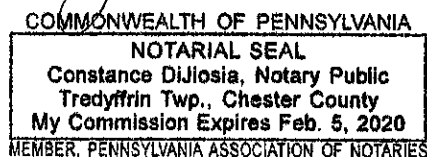
CERTIFICATION

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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15 day of December, 2016

Constance D. Jiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon

Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Brian Simon Pollack
Date of birth 10 / 22 / 1954
City/state/zip Bainbridge Is., WA 98110
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5517
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / Partner / /
Vice President / /
(Other**)
**Asst. Corporate Secretary 05/1993
**Corporate Secretary 05/1997
**Sr. VP and Corporate Secretary 05/2006
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
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APPENDIX D

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APPENDIX D

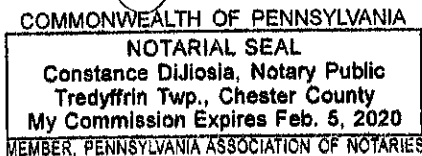
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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constance D. Jiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Susan Helen Puz
Date of birth 09/ / 03 / 1973
City/state/zip Vashon, WA 98070
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone N/A
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer / /
Chairman of Board / / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / / Partner / /
Vice President / /
(Other**)
**Chief Risk Officer 05/2016
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
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APPENDIX D

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APPENDIX D

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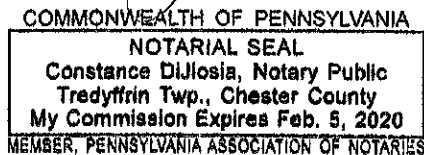
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Sworn to before me this 13 day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon

Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

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1. Principal Name Martin Brownfield Warr
Date of birth 09 / 20 / 1959
City/state/zip Puyallup, WA 98374
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5806
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer 05 / 2005
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / Partner / /
Vice President / /
(Other)
3. Do you have an equity interest in the business submitting the questionnaire?
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 - c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

APPENDIX D

- d) In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No X Yes ____ If Yes, provide details for each such conviction.
- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes ____ If Yes, provide details for each such investigation.
10. In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5, been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were a principal owner or officer? No X Yes ____ If Yes; provide details for each such investigation.
11. In the past 5 years, have you or this business, or any other affiliated business listed in response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No X Yes ____ If Yes; provide details for each such instance.
12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

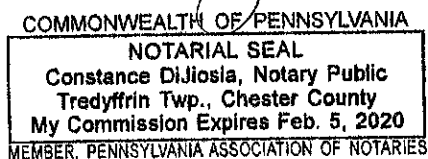
CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016

Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETE QUESTIONNAIRE MAY MEAN THAT YOUR BID OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1. Principal Name Stephen Anthony White
Date of birth 12 / 03 / 1962
City/state/zip Edmonds, WA 98020
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone 206-504-5528
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President 09/ 2012 Treasurer _____ / ____
Chairman of Board ____ / ____ Shareholder ____ / ____ / ____
Chief Exec. Officer 09/2012 Secretary ____ / ____ / ____
Chief Financial Officer ____ / ____ Partner ____ / ____ / ____
Vice President ____ / ____ / ____
(Other**) _____
**Director 09/2012
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes ____ If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes ____ If Yes, provide details.

APPENDIX D

5. Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire? No X Yes ____; If Yes, provide details.
6. Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer? No X Yes ____ If Yes, provide details.

NOTE: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency.

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
 - c. Been denied the award of a contract and/or the opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards? No X Yes ____ If Yes, provide details for each such instance.
 - d. Been suspended by any government agency from entering into any contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract? No X Yes ____ If Yes, provide details for each such instance.
8. Have any of the businesses or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated? If 'Yes', provide details for each such instance. (Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.)
- a) Is there any felony charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - b) Is there any misdemeanor charge pending against you? No X Yes ____ If Yes, provide details for each such charge.
 - c) Is there any administrative charge pending against you? No X Yes ____ If Yes, provide details for each such charge.

APPENDIX D

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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

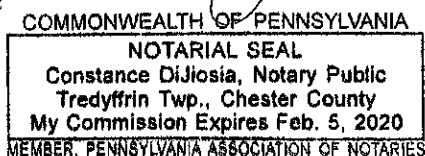
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Sworn to before me this 15 day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016
Date

APPENDIX D

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered and the answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

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1. Principal Name Andreas Franz Braendle
Date of birth 11 / 03 / 1965
City/state/zip Maple Valley, WA 98038
Business address 1301 Fifth Avenue, Suite 3800
City/state/zip Seattle, WA 98101-2635
Telephone N/A
Other present address(es) N/A
City/state/zip N/A
Telephone N/A
List of other addresses and telephone numbers attached
2. Positions held in submitting business and starting date of each (check all applicable)
President / / Treasurer /
Chairman of Board / Shareholder / /
Chief Exec. Officer / / Secretary / /
Chief Financial Officer / Partner / /
Vice President / /
(Other**)
Chief Information Officer 09/2014
3. Do you have an equity interest in the business submitting the questionnaire?
No X Yes If Yes, provide details.
4. Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting the questionnaire?
No X Yes If Yes, provide details.

APPENDIX D

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Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past (5) years, have you and/or any affiliated businesses or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:
- a. Been debarred by any government agency from entering into contracts with that agency? No X Yes ____ If Yes, provide details for each such instance.
 - b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause? No X Yes ____ If Yes, provide details for each such instance.
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APPENDIX D

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- e) In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor? No X Yes ____ If Yes, provide details for each such conviction.
- f) In the past 5 years, have you been found in violation of any administrative or statutory charges? No X Yes ____ If Yes, provide details for each such occurrence.
9. In addition to the information provided in response to the previous questions, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to Question 5? No X Yes ____ If Yes, provide details for each such investigation.
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12. For the past 5 tax years, have you failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No X Yes ____ If Yes, provide details for each such year.

APPENDIX D

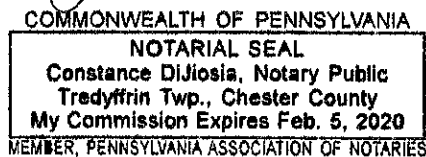
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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 1st day of December, 2016

Constance DiJiosia
Notary Public



Milliman, Inc.

Name of submitting business

Richard L. Gordon

Print name

Richard L. Gordon
Signature

Principal

Title

12 / 01 / 2016

Date

Appendix C

Business History Form

The contract shall be awarded to the responsible proposer who, at the discretion of the County, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the County, offers the best value to the County and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS).

Date: November 30, 2016

1) Proposer's Legal Name: Milliman, Inc.

2) Address of Place of Business: 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101

List all other business addresses used within last five years:

3) Mailing Address (if different): _____

Phone: 206 624 7940

Does the business own or rent its facilities? Rent

4) Federal I.D. Number or Social Security Number: 91-0675641

5) Dun and Bradstreet number: _____

6) The proposer is a (check one): _____ Sole Proprietorship _____ Partnership XX Corporation _____

Other (Describe) _____

7) Does this business share office space, staff, or equipment expenses with any other business?

Yes _____ No XX If Yes, please provide details: _____

8) Does this business control one or more other businesses? Yes _____ No XX If Yes, please provide details: _____

Appendix C

Business History Form

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business? Yes _____ No XX If Yes, provide details. _____

- 10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with Nassau County or any other government entity terminated? Yes _____ No XX If Yes, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture: or details regarding the termination (if a contract). _____

- 11) Has the proposer, during the past seven years, been declared bankrupt? Yes _____ No XX If Yes, state date, court jurisdiction, amount of liabilities and amount of assets. _____

- 12) In the past five years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency? And/or, in the past 5 years, have any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business. Yes _____ No XX If Yes, provide details for each such investigation. _____

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies? And/or, in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, for matters pertaining to that individual's position at or relationship to an affiliated business. Yes _____ No XX If Yes, provide details for each such investigation. _____

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:
- a) Any felony charge pending? No XX Yes _____ If Yes, provide details for each such charge. _____

- b) Any misdemeanor charge pending? No XX Yes _____ If Yes, provide details for each such charge. _____

Appendix C

Business History Form

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business? No XX Yes ____ If Yes, provide details for each such conviction _____

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor? No XX Yes ____ If Yes, provide details for each such conviction. _____

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions? No XX Yes ____ If Yes, provide details for each such occurrence. _____

15) In the past (5) years, has this business or any of its owners or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held? No XX Yes ____; If Yes, provide details for each such instance. _____

16) For the past (5) tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges? No XX Yes ____ If Yes, provide details for each such year. Provide a detailed response to all questions checked 'Yes'. If you need more space, photocopy the appropriate page and attach it to the questionnaire. _____

Provide a detailed response to all questions checked "Yes". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

17) Conflict of Interest:

a) Please disclose:

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **NONE**

(ii) Any family relationship that any employee of your firm has with any County public servant that may create a conflict of interest or the appearance of a conflict of interest in acting as collection agent on behalf of Nassau County. **NONE**

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as a collection agent on behalf of Nassau County. **NONE**

b) Please describe any procedures your firm has, or would adopt, to assure the County that a conflict of interest would not exist for your firm in the future. **Conflict checks firmwide.**

Appendix C

Business History Form

Attachments

Please provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

- A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified. – SEE ORIGINAL PROPOSAL

Should the proposer be other than an individual, the Proposal should include:

- i) Date of formation; – SEE ORIGINAL PROPOSAL
- ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner; – SEE ORIGINAL PROPOSAL
- iii) Name, address and position of all officers and directors of the company;
- iv) State of incorporation (if applicable); WA
- v) The number of employees in the firm; – SEE ORIGINAL PROPOSAL
- vi) Annual revenue of firm; – SEE ORIGINAL PROPOSAL
- vii) Summary of relevant accomplishments– SEE ORIGINAL PROPOSAL
- viii) Copies of all state and local licenses and permits. – SEE ORIGINAL PROPOSAL

- B. Indicate number of years in business. – SEE ORIGINAL PROPOSAL

- C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services. – SEE ORIGINAL PROPOSAL

- D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company: Metropolitan Transportation Authority

Contact Person: Mr. Michael Mantell

Address: 2 Broadway, Room D15.25

City/State: New York, NY 10004

Telephone: 646 252 6593

Fax #: 646 252 6592

E-Mail Address: michael.mantell@nyct.com

Appendix C

Business History Form

Attachments To Business History Form (Continued)

Company : Southeastern Pennsylvania Transportation Authority

Contact Person: Jacob Aufschauer

Address: 1234 Market St., 6th Floor

City/State: Philadelphia, PA 19107

Telephone: 215 580 7122

Fax #: 215 580 7185

E-Mail Address: jaufschauer@SEPTA.org

Company : Long Island Railroad

Contact Person: Michael Reilly

Address: 146-01 Archer Avenue

City/State: Jamaica, NY 11435

Telephone: 718 558 7676

Fax #: 718 558 8619

E-Mail Address: mreill@lirr.org

Appendix C

Business History Form

CERTIFICATION

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I, Richard L. Gordon, being duly sworn, state that I have read and understand all the items contained in the foregoing pages of this questionnaire and the following pages of attachments; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify the County in writing of any change in circumstances occurring after the submission of this questionnaire and before the execution of the contract; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that the County will rely on the information supplied in this questionnaire as additional inducement to enter into a contract with the submitting business entity.

Sworn to before me this 15th day of December, 2016

Constance D. Djosia
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Constance Djosia, Notary Public
Tredyffrin Twp., Chester County
My Commission Expires Feb. 5, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

Name of submitting business: Milliman, Inc.

By: Richard L. Gordon
Print name

Richard L. Gordon
Signature

Principal & Consulting Actuary
Title

12 / 01 / 2016
Date

COUNTY OF NASSAU

CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of the Entity: Milliman, Inc.

Address: 1301 Fifth Avenue, Suite 3800

City, State and Zip Code: Seattle, WA 98101

2. Entity's Vendor Identification Number: 910675641

3. Type of Business: ☐ Public Corp ☐ Partnership ☐ Joint Venture
☐ Ltd. Liability Co ☐ Closely Held Corp ☒ private corp. ☐ Other (specify)

4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all corporate officers, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

see attached

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section.

see attached

6. List all affiliated and related companies and their relationship to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participate in the performance of the contract.

None

7. List all lobbyists whose services were utilized at any stage in this matter (i.e., pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

(a) Name, title, business address and telephone number of lobbyist(s):

None

(b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.

n/a

(c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

n/a

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

Dated: December 1, 2016

Signed: 

Print Name: Richard L. Gordon

Title: Principal and Consulting Actuary

The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

Milliman, Inc. Directors & Officers – 11/29/2016

	TITLE	NAME	BUSINESS ADDRESS	HOME ADDRESS
*	Vice President Chief Information Officer DoH: 6/16/2014	Andreas Franz Braendle DoB: 11/3/1965	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	17605 244 th Avenue SE Maple Valley, WA 98038
	Practice Director, Casualty DoH: 11/6/1990	Brian Zucker Brown DoB: 8/24/1958	15800 Bluemound Road, Suite 100 Brookfield, WI 53005-6069	20750 Bartlett Drive Brookfield, WI 53045
	Practice Director, EB DoH: 12/3/1984	Jeffrey Raymond Budin DoB: 4/29/1959	3 Garret Mountain Plaza, Suite 101 Woodland Park, NJ 07424-3352	4 Ashley Drive Flanders, NJ 07836
*	Vice President Chief Legal Officer Asst. Corporate Secretary DoH: 8/9/2004	Mary Christine Clare DoB: 10/12/1973	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	1624 10th Avenue West Seattle, WA 98119
*	Vice President Chief Marketing Officer DoH: 5/1/2003	Pamela Ann Cone DoB: 12/30/1961	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	1529 First Avenue West Seattle, WA 98119
	Practice Director, Life DoH: 7/1/2002	Dermot Corry DoB: 01/28/1965	7 Grand Canal Grand Canal Street Lower Dublin 2 IRELAND D02 KW81	88 Clontarf Road Dublin 3 Ireland
*	Vice President Brand Strategy DoH: 9/1/2005	Matthew Robert Curtis DoB: 10/25/1969	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	7317 Earl Avenue NW Seattle, WA 98117
	Director DoH: 4/1/2009	Nicholas John Dumbreck DoB: 11/12/1954	11 Old Jewry, Third Floor London EC2R 8DU, England	Meadow Barn Priorsfield Road Hurtmore, Godalming Surrey GU7 2RQ, UK
*	Senior Vice President Chief Financial Officer DoH: 6/18/2015	James Blaine Fulton DoB: 4/14/1964	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	1086 NE Lupine Street Issaquah, WA 98029
*	Controller DoH: 10/16/1995	Patrick Poyner Hendrickson DoB: 7/22/1972	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	15624 64th Avenue SE Snohomish, WA 98296
	Director DoH: 6/15/1987	Richard Borge Lord DoB: 9/16/1964	251 South Lake Avenue, Suite 910 Pasadena, CA 91101	2285 Robles Avenue San Marino, CA 91108
	Practice Director, Health DoH: 7/1/1984	Lorraine Wilcox Mayne DoB: 7/29/1963	515 East 100 South, Suite 600 Salt Lake City, UT 84102	4336 South 785 East Salt Lake City, UT 84107
*	Chairman DoH: 6/1/1998	Kenneth Paul Mungan DoB: 7/2/1969	71 South Wacker Drive, 31 st Floor Chicago, IL 60606	5333 Meadow Lane Downers Grove, IL 60515
*	Senior Vice President Chief Operating Officer DoH: 2/1/1985	William Steven Pedersen DoB: 11/4/1956	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	2472 NE Daphne Street Issaquah, WA 98029
*	Senior Vice President Corporate Secretary DoH: 6/15/1984	Brian Simon Pollack DoB: 10/22/1954	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	8677 Battle Point Drive NE Bainbridge Island, WA 98110
*	Chief Compliance Officer DoH: 5/29/2012	Susan Helen Puz DoB: 9/3/1973	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	23322 Old Mill Road SW Vashon, WA 98070
	Director DoH: 10/18/1999	Patricia Louise Renzi DoB: 7/25/1957	One Pennsylvania Plaza, 38 th Floor New York, NY 10119	60 Gramercy Park N, Apt 2B New York, NY 10010
	Director DoH: 9/28/1998	Allen Joseph Schmitz DoB: 10/22/1968	15800 Bluemound Road, Suite 100 Brookfield, WI 53005-6069	320 Hollyhock Lane Hartland, WI 53029
	Director DoH: 3/17/1986	Rebecca Adams Sielman DoB: 11/24/1963	80 Lamberton Road Windsor, CT 06095-2126	6 Clemons Spring Road North Granby, CT 06060
*	Treasurer DoH: 2/18/2003	Martin Brownfield Warr DoB: 9/20/1959	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	2508 32nd Avenue SE Puyallup, WA 98374
*	President and CEO DoH: 7/1/1985	Stephen Anthony White DoB: 12/3/1962	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635	831 Northstream Lane Edmonds, WA 98020

*Officer

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Akwenuke Edwin O. (Eddy)	Portland OR
Alcocer Pedro L	Tampa
Allen Darcy C.	Philadelphia
Ammons Sarah	Dallas
An Chihong	Seoul
Andersen Ryan M.	Seattle
Anderson Brian N	San Diego
Anderson Paul	Milwaukee
Angell Amy P.	Boston
Appel David	New York
Ashenbrenner Carl X.	Milwaukee
Avagliano Guy A.	San Francisco
Bachler Robert (Rob)	Seattle
Bagus Ghalid	Chicago
Baldwin Arthur L. (Art)	Seattle
Balestreri Aldo	Milan
Bary Dorothee	Paris
Bauer John J.	New York
Bauerlein John W.	Atlanta
Baveja Lalit	New Delhi
Bayram Rebekah D	San Diego
Beach Van R	Seattle
Beal Robert W. (Bob)	Portland ME
Becker Cassandra A	Chicago
Beckham Karen H	Dallas
Behar Bob A	Chicago
Benbow David W	Minneapolis (EB)
Bentley T. Scott (Scott)	Milwaukee
Berezovskaya Anna	Chicago
Berger Corey N	Atlanta
Bergerson Mike	Minneapolis
Bernstein Gerald R. (Gerry)	Milwaukee
Berry George N.	Philadelphia
Bhagavatula Raja R. (Raji)	New York
Bhardwaj Vandana	New Delhi
Bierman Terry	Omaha
Birrell Justin C.	Seattle
Biscaglia Nicola	Milan
Bittner Allan	Milwaukee
Bjurstrom Kenneth (Ken)	Milwaukee
Blackburn Wayne E.	Little Falls NJ
Bleick Tim S	Milwaukee
Bloemer Tony	Chicago
Blumen Helen E	New York
Boggs Ginny	Dallas
Bolsseau Jean-Philippe	Paris
Boland Greg	Dallas
Bolduc Angela D	Milwaukee
Borba Philip S.	New York
Borcan Ashlee M	Tampa
Borcan Ashlee M	Tampa
Botsford John R.	San Francisco
Botsford John R.	San Francisco
Bottelli Richard J. (Dick)	New York
Bowen Glenn	Philadelphia
Boyarsky Victoria	New York
Brackett James M. (Jim)	Chicago
Bradley Ger Joseph	Dublin
Bradley Jeff	Boise
Brandel Shelly S.	Milwaukee
Breyman Erin R.	Seattle
Brinkmann Peggy A	San Francisco
Briscoe Robert K. (Bob)	New York
Brophy Craig R	Boston
Broulette James N. (Jim)	Seattle
Brown Brian Z	Milwaukee
Brown Zachary Z	Chicago
Bucher Laura Cary	Seattle
Buck Noah P.	Albany

Millman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Buckle Joanne	London
Budin Jeffrey R. (Jeff)	Little Falls NJ
Burke Anthony J. (Tony)	Boston
Burke John (Jack)	Philadelphia
Burma Lance M.	Minneapolis (EB)
Callif Howard M.	Milwaukee
Callif Howard M.	Milwaukee
Campe Kevin M.	Chicago
Cantle Neil J.	London
Cardoso Andrea Christina Fonseca	Rio de Janeiro
Cestare Frank J.	Philadelphia
Chamberlain Matt S	San Francisco
Chamblee Matt P	Tampa
Chance Margaret	Chicago
Chansky Joel S.	Boston
Cheung Matt M.	Chicago
Chye Pang	Hong Kong
Claffey Mike	Dublin
Clark Adrian L.	Seattle
Clark Charles	New York
Clark Dominic R.	Milan
Clark Kenneth (Ken)	Chicago
Clark-Shim William Hawley (Will)	Portland OR
Coates Sarah E.	Omaha
Coffing Kelly S.	Seattle
Collier Nicholas (Nick)	Seattle
Conkel Douglas (Doug)	Dallas
Conlon James E. (Jim)	Albany
Connolly Roger	Seattle
Connor Timothy L. (Tim)	Little Falls NJ
Conwill Stephen H. (Steve)	Tokyo
Cook David N.	Omaha
Cook David N.	Omaha
Cook Michael C.	Milwaukee
Cook Scott	Dallas
Cookson John P.	Philadelphia
Cornwell Ronald M. (Ron)	Omaha
Corry Dermot	Dublin
Cosway Robert G. (Bob)	San Diego
Cottle William R. (Bill)	San Francisco
Courchene Jeffrey A. (Jeff)	London
Cross Brandy	Omaha
Culligan Michael	Dublin
Cummings Robert T.	Chicago
Cusick David A.	San Diego
Dalton Andrew H.	Philadelphia
Dalton Andrew H.	Philadelphia
Daly Michael J.	Hong Kong
Damler Robert M. (Rob)	Indianapolis
Daniels Lawrence P. (Larry)	Seattle
Davenport David A. (Dave)	Seattle
Davenport Timothy J. (Tim)	Seattle
Davidson Phil E.	San Francisco
Davidson Phil E.	San Francisco
Davis James D. (Jim)	Dallas
DeMattei Michael L. (Mike)	Los Angeles
Devineau Laurent	Paris
DiCenso Stephen R. (Steve)	Boston
Diegues Gabriela C. (Gabi)	New York
Dong Lynn F.	Seattle
Doran Phyllis A.	Philadelphia
Dukes Jeffery (Jeff)	Chicago
Dumbreck Nick J.	London
Dunks Patrick J. (Pat)	Milwaukee
Dutt Rajeev	Chicago
Dyke Michelle D.	Tampa
Dyke Michelle D.	Tampa
Dziedzic Kathleen M. (Kathy)	Chicago
Ehrhardt John W.	New York

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Elshof Wouter	Amsterdam
Erickson Gerald R.	Minneapolis (EB)
Fedchak Paul M	Indianapolis
Fessler Todd P	Seattle
Fillipek Troy	Milwaukee
Flsseha Abiy	Walnut Creek
Fitch Kathryn V. (Kate)	New York
Fleming Christine M.	Boston
Forbes David E. (Dave)	Little Falls NJ
Forray Susan	Milwaukee
Foster Denise	Seattle
Fox William J. (Will)	Seattle
Franken Peter	Amsterdam
Franzen Mark J.	Milwaukee
Frese Richard C.	Chicago
Friedrich Carl A.	Chicago
Frydrychowicz Marc A	Milwaukee
Ghazl Hassan	Washington DC
Giese Christopher J (Chris)	Milwaukee
Gilchrist Andrew	London
Gillespie Oliver	London
Giorgou Marcella R.	New York
Giorgou Marcella R.	New York
Girod Christopher S. (Chris)	San Diego
Glowacki Jonathan B	Milwaukee
Goetsch Eric	Milwaukee
Gordon Melissa A. (Missy)	Minneapolis
Gordon Richard L. (Rick)	Philadelphia
Goring Karl	Boston
Grulkowski Travis	Milwaukee
Gueler Hector	Buenos Aires
Gueler Hector	Buenos Aires
Hagstrom Dale S.	New York
Hargrove Patricia A	Dallas
Harris Ronald G. (Ron)	Philadelphia
Harrison Graham (Sandy)	Philadelphia
Hart Kevin M	Milwaukee
Hart Susan K. (Sue)	Houston
Harte Victor P.	Little Falls NJ
Hastings Steven (Steve)	Seattle
Hayes David G	Atlanta
Hayne Roger M.	Los Angeles
Haynes Roscoe	Albany
Helwig Dawn E.	Chicago
Hendrickson Jonathan M. (Jon)	Phoenix
Herbold Jill S	Indianapolis
Herman Timothy (Tim)	Milwaukee
Herzfeld John	Boston
Hiemenz Kim K	Milwaukee
Higgins Jeffrey M. (Jeff)	Portland OR
Hill Timothy E. (Tim)	Chicago
Hines William C.	Boston
Hirabayashi Kohji	Tokyo
Hodge Charles	Dallas
Hoerig Mario	Düsseldorf
Hoffman Charles R.	Atlanta
Hoffmann Lars Michael	Düsseldorf
Hogan William V. (Bill)	Milwaukee
Holloway Richard W	Singapore
Hoshino Takanori (Taka)	Tokyo
Houchens Paul R.	Indianapolis
Hughes Kyle E	Dallas
Hulzel David R. (Dave)	Minneapolis (EB)
Hwang Cathy	Hong Kong
Ino Rikiya (Rick)	Tokyo
Insera Luca	Madrid
Jackson Elizabeth Anne (Anne)	Indianapolis
Jacobs Wesley C	Milwaukee
Jacobson Michael E (Mike)	Milwaukee

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Jaffer Sadfer	Dubai
Jakobe Karl N.	Minneapolis (EB)
Jhu Edward (Ed)	Seattle
Jiang GuanJun	Shanghai
Johnson Andrew P. (Andy)	Boston
Jones Derek A.	New York
Jones Patricia (Patty)	Seattle
Joyce Kenneth E. (Ken)	Boston
Julga Lori	Milwaukee
Junus Novian	Seattle
Kaczmarek Stephen J. (Steve)	Hartford
Kahn Howard	New York
Kalberer Tigran	Zürich
Kalin Donna L.	New York
Kamenir Jeffrey R. (Jeff)	Chicago
Karls Chad	Milwaukee
Kawatkar Sanket	Mumbai
Kay Andrew	Dublin
Keating Jacqueline M. (Jackie)	Little Falls NJ
Kelzur Craig	Seattle
Kelkar Ram V	Chicago
Kennerud David	Seattle
Kent Jeremy Pg	London
Killian Rachel W.	Atlanta
Killough Matthew G (Matt)	Boston
Kim Sung-Hoon	Seoul
Kingston Ann R.	Portland OR
Kipp Richard A.	Philadelphia
Kirk David	Cape Town
Klein Al M	Chicago
Knuth Catherine L	Milwaukee
Kobayashi Kazumasa	Tokyo
Koca Stephen J	Los Angeles
Kogut Christine K. (Chris)	Boston
König Bernhard	Zürich
Kopinski Frank	Milwaukee
Krzykowski Marcin	Warsaw
Kuebler Bradley G. (Brad)	Minneapolis (EB)
Kurban Scott	Denver
Kurtz Jason B.	New York
Lang David	Dallas
Lantz Nina M.	Portland OR
Larrabee Matt R	Portland OR
Lasry Alexandre	Paris
Lee Timothy D. (Tim)	Houston
Lee WenYee	Singapore
Leida Johann K (Hans)	Minneapolis
Leimkuhler Urban (Urb)	New York
Leitschis Michael	Düsseldorf
Lespinasse Bertrand	Paris
Likkel Craig	Seattle
Liner David M (Dave)	Hartford
Linn Charles S. (Charlie)	Hartford
Linton Bret D	Boise
Lockwood Daren	Chicago
Lockwood Keith M	Marlborough MA (Chicago Satellite)
Lord Richard B. (Rich)	Los Angeles
Maeder Susan	Milwaukee
Mahany Mark S.	Hartford
Maher Paul J	Seattle
Marks Barry N.	New York
Martin Chris S	Milwaukee
Marzinsky Jeffrey T. (Jeff)	Albany
Matterson Wade C	Sydney
Mattie Lisa	Milwaukee
Mavalala Mahrukh	Seattle
Mayne Lorraine W.	Salt Lake City
Mayne Lorraine W.	Salt Lake City
McCulloch Craig	Sydney

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
McCune Janet M	Dallas
McGinty Sandra J.	Minneapolis (EB)
McGrath Michael A. (Mike)	Atlanta
Meerschaert John	Milwaukee
Melek Stephen P. (Steve)	Denver
Mesquida Fernando	Buenos Aires
Mesquida Fernando	Buenos Aires
Messer Bart K	Dallas
Meyer Robert J. (Bob)	New York
Mikhailarian Michael C. (Mike)	Albany
Mills Charles M. (Charlie)	Seattle
Millwood Timothy S. (Tim)	Atlanta
Mindel Max H	San Francisco
Mirkin David P. (Dave)	New York
Mitchell Randy S.	Dallas
Mitton Bruce R.	Portland OR
Mo Xiaohong	Chicago
Moeller Martha A.	New York
Mohoric Edward P.	Philadelphia
Mohoric Edward P.	Philadelphia
Moody Simon J	Milwaukee
Morgan Edward (Ed)	Zürich
Morin Mike	Dallas
Most William M. (Bill)	New York
Motiwalla Zohair A	Seattle
Moyer Richard	Seattle
Muller Stacey	Milwaukee
Mulvaney Mark W.	Denver
Mungan Kenneth P. (Ken)	Chicago
Murphy-Barron Catherine M. (Cathy)	New York
Myers Elisabeth K. (Liz)	Atlanta
MYTELKA CHRISTINE M	Indianapolis
Nandi Saumya P. (Sam)	Chicago
Naugle Andrew	Seattle
Nebout Jerome	Paris
Newton Derek F.B.	London
Ninomiya John K.	San Diego
Nommensen Robert C. (Bob)	Milwaukee
Nommensen Robert C. (Bob)	Milwaukee
Norris Douglas T (Doug)	Denver
Nowakowski Jason T.	Seattle
Nugent Timothy J (Tim)	Philadelphia
O'Connor James T. (Jim)	Chicago
Ogden David F. (Dave)	Milwaukee
Olleran Mark C.	Seattle
O'Malley Padraic	Dublin
Pahl Amy B.	Minneapolis
Pahl Amy B.	Minneapolis
Palmer Jeremy D.	Indianapolis
Pantely Susan	San Francisco
Parke Robert (Rob)	New York
Patel Deep	Chicago
Patel Neel J	Chicago
Pearl Chuck	Dallas
Peatrowsky Mike J.	Omaha
Perry Alan H.	Philadelphia
Pettit Christopher T. (Chris)	Indianapolis
Pfannerstill Larry	Milwaukee
Phelan Eamonn	Dublin
Pickering John M.	Seattle
Piper Brad J	Milwaukee
Pipich Robert J (Rob)	Philadelphia
Porter Scott F.	Philadelphia
Preppernau Ladd E.	Portland OR
Preppernau Scott D	Portland OR
Pritchett Troy J.	Salt Lake City
Pritchett Troy J.	Salt Lake City
Proebsting Douglas (Doug)	Milwaukee
Pushaw Bart	Dallas

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Pyenson Bruce S.	New York
Quant Danny Louis	Singapore
Rachlin Stuart D. (Stu)	Tampa
Rainey Donald K. (Don)	Los Angeles
Randles Merideth A.	Seattle
Ray Gregory A.	Chicago
Rebers Dwight D.	Chicago
Rebers Dwight D.	Chicago
Reid Brian	Seattle
Renzi Patricia L. (Pat)	New York
Reynolds Craig W.	Seattle
Richardson Arlene M.	Boston
Robert Vincent	London
Roberts Craig A.	Seattle
Roeger John R.	Chicago
Roodbol Laurens	Amsterdam
Routhenstein Alan J.	New York
Rudolph Karen K.	Omaha
Rueschhoff Daniel (Dan)	Seattle
Rueschhoff Gregg	Omaha
Russ Jason L.	New York
Ryan Thomas A. (Tom)	New York
Sacla Kent J.	Seattle
Sagoenle Rajish K	Amsterdam
Salazar Camilo J	Chicago
Saudler Kenneth A. (Ken)	Hartford
Sayre William M. (Bill)	Little Falls NJ
Scalf Kenneth A. (Ken)	Atlanta
Schenck Adam H	Chicago
Schlude Raymond T. (Ted)	Chicago
Schmidt Robert L.	Boise
Schmidt Robert L.	Boise
Schmitz Allen (Al)	Milwaukee
Schmitz Michael (Mike)	Milwaukee
Schreiber Steven (Steve)	New York
Schuster Chad M	Chicago
Schwartz Althea A.	Hartford
Schwartzman Joy A.	New York
Sciborski Jason K	Milwaukee
Scott Sheri Lee	San Francisco
Sent Stephanie	Seattle
Serant Eric	Paris
Shapland Mark R.	Dubai
Sheldon Andrea R.	Hartford
Sherman Nathan D. (Nate)	Portland OR
Sielman Rebecca A. (Becky)	Hartford
Silverman Stuart H.	New York
Silverstein Jim M	Chicago
Simcox Mary E.	Little Falls NJ
Simon David A.	Little Falls NJ
Simpson Phillip (Phil)	London
Sinnott Paul E	Hong Kong
Skow Kevin D.	Minneapolis (EB)
Skwire Daniel D.	Portland ME
Slutzky Marc	New York
Smith Jean E.	Little Falls NJ
Snook Thomas D. (Tom)	Phoenix
Sobel Uri N	Little Falls NJ
Speer Jason E	Omaha
Speer Jason E	Omaha
Spell Darrell D.	Tampa
Spell Darrell D.	Tampa
Stanley Dennis L. (Denny)	London
Stoltzfus James G. (Jim)	Philadelphia
Stoltzfus James G. (Jim)	Philadelphia
Stone Robert (Rob)	Indianapolis
Struzzleri Paul J.	New York
Studebaker Brian	Milwaukee
Sturdivan Peter R. (Pete)	Portland OR

Milliman Principals as of December 1, 2016

<u>Name</u>	<u>Office</u>
Sturm Michael G. (Mike)	Milwaukee
Sudduth Michael A. (Mike)	St. Louis
Sun Peter	Chicago
Svajl Kamilla	Chicago
Swanson Brett L.	Milwaukee
Tailleu Fabrice	Paris
Taino Lily	Chicago
Tait Christopher (Chris)	Philadelphia
Taranto Suzanne	New York
Taranto Suzanne	New York
Tedesco Kara E.	Albany
tenBroek Heidi E	Seattle
tenBroek Heidi E	Seattle
Theodore Daniel (Dan)	New York
Thoen Franklin N. (Frank)	Seattle
Thompson William J. (Bill)	Hartford
Togashi Tae	Tokyo
Trachtman Ricardo (Ricky)	Chicago
Trleb Mark A.	Dallas
Tumlinson Jim E	Houston
Upchurch Ben L.	Atlanta
Vaag Vanessa M.	Little Falls NJ
Van Den Bos Jill	Denver
van der Heijde Mary K	Denver
Van Domelen Laura J.	Denver
Verheugen Henny	Amsterdam
Visser Dale	Chicago
Wachenheim Leigh M.	Minneapolis
Wade Daniel (Dan)	Seattle
Wadia Zorast	New York
Wang David	Seattle
Ward Russell	London
Warren Katherine A. (Kathy)	Philadelphia
Watkins Nancy P.	San Francisco
Weatherford Robert M. (Bob)	Portland OR
Wehner Joel	Houston
Wellant Michael E (Mike)	Tampa
Wellant Michael E (Mike)	Tampa
Wells Gary	London
Weltz Scott A.	Milwaukee
Whalen Thomas M. (Tom)	Hartford
White Courtney R.	Atlanta
White Stephen A. (Steve)	Seattle
Wick Peter G. (Pete)	Milwaukee
Wicker Amy	Dallas
Wilder Timothy J. (Tim)	San Diego
Wilmes Arthur L. (Art)	Indianapolis
Winterhof Bruce W.	Chicago
Wong Kai-Yip (Simon)	Atlanta
Wong Wing F.	Hong Kong
Wood Christopher R. (Tiff)	Portland OR
Wright Richard A. (Rich)	San Francisco
Wright Richard A. (Rich)	San Francisco
Wuktsch John B.	Albany
Yang Yiping	Chicago
Yi Rong	New York
Zachels Laird D.	Chicago
Zebolsky Gregory T.	Omaha
Zebolsky Gregory T.	Omaha
Zwiener Michael J. (Mike)	St. Louis

AMENDMENT NO. 2

AMENDMENT No. 2 (together with any appendices or exhibits hereto, this "Amendment No. 2") dated as of the date (the "Effective Date") that this Amendment No. 2 is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement was from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County had the option to renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the County and the Contractor have previously executed AMENDMENT NO. 1 renewing the term of the Original Agreement for a period of two (2) years expiring on November 30, 2016; and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement was Eighty Thousand Nine Hundred and Twenty-Seven Dollars (\$80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise the one (1) remaining two (2) year option to renew and amend the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by an additional two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment No. 2, shall be November 30, 2018, subject to earlier termination as provided for under the Original Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement, shall be increased by Eighty Thousand Nine Hundred Twenty-Seven Dollars (\$80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Original Agreement as amended and renewed by

AMENDMENT No. 1 and AMENDMENT No. 2 shall be Two Hundred Forty Two Thousand Seven Hundred Eighty-One Dollars (\$242,781.00) (the "Amended Maximum Amount").

3. Services. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2016 and 2017, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MILLIMAN, INC.

By: Richard L. Gordon
Name: Richard L. Gordon
Title: Principal and Consulting Actuary
Date: 11/2/2016

NASSAU COUNTY

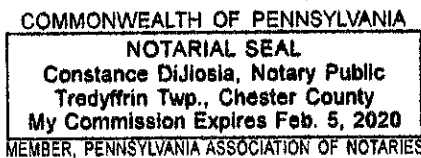
By: _____
Name: _____
Title: County Executive
☐ Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK

Pennsylvania
STATE OF NEW-YORK)
Chester)ss.:
COUNTY OF NASSAU)

On the 2nd day of November in the year 2016 before me personally came Richard L. Gordon to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of Bucks; that ~~he~~ or she is the Principal of Milliman, Inc., the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC Constance DiJiosia



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 2016 before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC



Summary of Insurance Contract

Sent to: To Whom It May Concern

We, the undersigned Insurance Brokers, hereby verify that Indian Harbor Insurance Company and Various Insurance Companies have issued the following described insurance, each for their own part and not one for the other, and which is in force as of the date hereof:

Type of Insurance:	Professional Indemnity Insurance
Name of Assured:	MILLIMAN, INC. and others, as more fully described in the Policy.
Policy No.:	MPP 0032180 06
Insurer(s):	Indian Harbor Insurance Company and Various Insurance Companies
Period:	12:01 a.m. July 1, 2016 to 12:01 a.m. July 1, 2017
Limit:	Not less than US\$1,000,000
Geographical Limitation:	Worldwide Coverage
Cancellation Notice:	Not applicable. The Policy is non-cancellable, as more fully described in the Policy.

Subject to the terms, conditions, exclusions and limitations of the Policy(ies).

This document is furnished as a matter of information only. The limits shown are as requested. The issuance of this document does not make the person or organization to whom it is issued an additional Assured, nor does it modify in any manner the contract of insurance between the Assured and the Insurers. Any amendment, change or extension of such contract can only be effected by specific endorsement attached thereto.

Date: July 6, 2016

Aon Risk Services Northeast, Inc.

515-2014

*SPRO
Blank*

NIFA

Nassau County Interim Finance Authority

Contract Approval Request Form

(All contracts submitted on or after March 1, 2012)

1. Contracting Parties: Millman's Inc. CLBU14000007

2. Dollar amount requiring approval: \$ 80,927

This is a New contract Advisement X Amendment

If new contract - \$ amount should be full amount of contract

If advisement - NIFA only needs to review if it is increasing funds on a previously approved contract

If amendment - \$ amount should be full amount of amendment only

3. Contract Term: 11/1/2014 - 11/30/2016

Has work or services on this contract commenced? Yes X No

If yes, please explain:

4. Funding Source:

<input checked="" type="checkbox"/> General Fund (GEN)	<input type="checkbox"/> Capital Improvement Fund (CAP)
<input type="checkbox"/> Police District Fund (PDD)	<input type="checkbox"/> Red Light Camera Fund (RLC)
<input type="checkbox"/> Police Headquarters Fund (PDR)	<input type="checkbox"/> Public Utility Authority (PUA)
<input type="checkbox"/> Fire Commission Fund (FCF)	<input type="checkbox"/> Grant Fund (GRT)
<input type="checkbox"/> Sewer & Storm Water Fund (SSW)	Federal % <u> </u>
	State % <u> </u>
	County % <u> </u>

5. Provide a brief description (4 to 5 sentences) of the item for which this approval is requested:

To provide Actuarial services.

6. Has the item requested herein followed all proper procedures and thereby approved by the:

Nassau County Attorney	<u> </u> Yes	<u> X </u> No	<u> </u> N/A
Nassau County Committee and/or Legislature	<u> </u> Yes	<u> </u> No	<u> </u> N/A

Date of approval(s) and citation to the resolution where approval for this item was provided:

7. Identify all contracts (with dollar amounts) with this or an affiliated party within the prior 12 months:

None

8. Do there remain sufficient funds within the budget to pay for this item?

☒ Yes
☐ No
☐ Unknown

9. After the amount requested herein is deducted, are there sufficient funds remaining for future expenses anticipated from this budget line?

☒ Yes
☐ No
☐ Unknown

10. If this is a grant item, are matching funds or retention of personnel required?

☐ Yes, matching funds
☐ Yes, retention of personnel is required
☐ Yes, both
☐ No

NOTE:

At a minimum, all submissions must include current NIFS printouts for all relevant accounts and relevant Nassau County Legislature communication documents and relevant supplemental information pertaining to the item requested herein. NIFA reserves the right to request additional information as needed.

AUTHORIZATION

I hereby certify that the information contained in this Contract Approval Request Form and any additional information submitted in connection with this request is true and accurate and that all expenditures that will be made in reliance on this authorization are in conformance with the Nassau County Approved Budget and to the best of my knowledge not in conflict with the Nassau County Multi-Year Financial Plan. I understand that NIFA will rely upon this information in its official deliberations.

R. D'Alleva
Signature Title Acting Budget Director Date 11/17/14
Roseann, D'Alleva

Print Name

COMPTROLLER'S OFFICE

I hereby certify that the information listed is true and accurate and is in conformance with the Nassau County Approved Budget and to the best of my knowledge not in conflict with the Nassau County Multi-Year Financial Plan.

Furthermore, I certify that the funds are available to be encumbered pending NIFA approval of this contract.

If this is a capital project, I certify that the bonding for this contract has been approved by NIFA.

Steven L. Labriola
Signature Title Chief Deputy Date 11/18/14
STEVEN L. LABRIOLA

Print Name

NIFA

Amount being approved by NIFA: \$80,927
Lauree Boucher
Signature Title Chief Administrator Date 12/2/14
Lauree Boucher
Print Name

All contract submissions MUST include the County's own routing slip.

NIFA Contract Approval Request Form MUST be filled out in its entirety before being submitted to NIFA for review.

Contract ID#: COBU13000001

Department: OMB

Contract Details

SERVICE:

Barbara Consulting Services
 Legal Aid Society

1256

NIFS ID #: CLBU14000007

NIFS Entry Date: 10/20/14Term: 12/1/14 - 11/30/16

New <input type="checkbox"/> Renewal <input checked="" type="checkbox"/>
Amendment <input type="checkbox"/>
Time Extension <input type="checkbox"/>
Addl. Funds <input type="checkbox"/>
Blanket Resolution <input type="checkbox"/>
RES#

1) Mandated Program:	Yes	No <input checked="" type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes X	No <input type="checkbox"/>
3) CSEA Agmt. § 32 Compliance Attached:	Yes <input type="checkbox"/>	No X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input type="checkbox"/>	No X
5) Insurance Required	Yes X	No <input type="checkbox"/>

Agency Information

Vendor	
Name Milliman, Inc.	Vendor ID# 910675641
Address 1550 Liberty Ridge Drive, Ste. 200 Wayne, NJ 19087-5572	Contact Person Robert LaMontagne Phone 610-687-5644

County Department
Department Contact Robert Conroy
Address 1 West Street, 5 th Floor Mineola, New York 11501
Phone 516-571-6335

Routing Slip

DATE Rec'd	DEPARTMENT	Internal Verification	DATE App'd & Fw'd	SIGNATURE	Leg. Approval Required
10/21/14	Department	NIFS Entry (Dept) <input checked="" type="checkbox"/> NIFS Appvl (Dept. Head) <input type="checkbox"/>	10/21/14	<i>Robert Conroy</i>	
	OMB	NIFS Approval <input type="checkbox"/>	10/21/14	<i>Ryan Stettin</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
10/22/14	County Attorney	CA RE&I Verification <input checked="" type="checkbox"/>	10/22/14	<i>D. G. Gatto</i>	
	County Attorney	CA Approval as to form <input type="checkbox"/>	10/22/14	<i>825-8e</i>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	LEG	Legislative Affairs <input type="checkbox"/>			
		Rules <input type="checkbox"/> / Leg. <input type="checkbox"/>			
	County Attorney	NIFS Approval <input type="checkbox"/>	10/23/14	<i>825-8e</i>	
	County Comptroller	NIFS Approval <input checked="" type="checkbox"/>	10/23/14	<i>825-8e</i>	
	County Executive	Notarization Filed with Clerk of the Leg. <input type="checkbox"/>	10/29/14	<i>825-8e</i>	



Contract Summary

Description: Contract Amendment #1 to the Original Agreement between Nassau County and Milliman Inc.
Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.
Method of Procurement: In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3, 2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on those criteria, a firm was selected pursuant to the RFP that was issued.
Procurement History: Milliman has been providing actuarial services to Nassau County since 2012.
Description of General Provisions: The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.
Impact on Funding / Price Analysis: \$80,927.
Change in Contract from Prior Procurement: No change.
Recommendation: Approve as submitted.

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE
Transaction:	500

RENEWAL	
% Increase	
% Decrease	

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	
County	\$80,927
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$80,927

LINE	INDEX/OBJECT CODE	AMOUNT
1	BUDGET 1000 DE 500	\$80,927
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$80,927

Document Prepared By: Irfan Qureshi

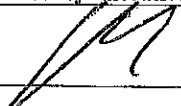
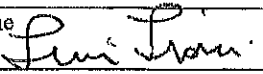
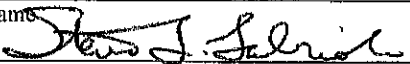
Date: 10/21/2014

10/29/14

Contract ID#: CQBUI3000001



Department: OMB

NIFS Certification	Comptroller Certification	County Executive Approval
I certify that this document was accepted into NIFS.	I certify that of the unumbered balance sufficient to cover this contract is present in the appropriation to be charged.	Name 
Name 	Name 	Date
Date <u>11/13/14</u>	Date <u>11/12/14</u>	E #: <i>(For Office Use Only)</i>

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

COMPTROLLER APPROVAL FORM FOR PERSONAL, PROFESSIONAL OR HUMAN SERVICES CONTRACTS

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Milliman Inc.

CONTRACTOR ADDRESS: 1550 Liberty Ridge Drive, # 200, Wayne, NJ 19087

FEDERAL TAX ID #: 91-0675641

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☐ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on _____ [date]. Potential proposers were made aware of the availability of the RFP by _____ [newspaper advertisement, posting on website, mailing, etc.]. _____ [#] of potential proposers requested copies of the RFP. Proposals were due on _____ [date]. _____ [#] proposals were received and evaluated. The evaluation committee consisted of: _____

_____ [list members]. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☒ This is a renewal, extension or amendment of an existing contract.

Please See Attached.

The contract was originally executed by Nassau County on 12-31-2012. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

_____[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☐ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

- ☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; **OR:**
- ☐ B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer has been judged to be able to perform more quickly than other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

~~X A. The Legal Aid Society is a sole provider in Nassau County of mandated legal services to indigents by staff employees. The County also contracts with 18-b panel to handle over-flow and conflict cases. Please see routing slip.~~

DS

- ☐ B. Pursuant to the Successor Agreement, NHCC was selected as a preferred provider of the services listed in this agreement.
- ☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.
- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.


VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

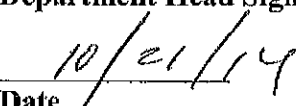
In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.



Department Head Signature


Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

AMENDMENT NO. 1

AMENDMENT (together with any appendices or exhibits hereto, this "Amendment") dated as of the date (the "Effective Date") that this Amendment is executed by Nassau County, between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Nassau County Office of Management and Budget, having its principal office at 1 West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQBU13000001 between the County and the Contractor (the "Original Agreement"), the Contractor provides actuarial valuation services, which services are more fully described in the Original Agreement (the services contemplated by the Original Agreement, the "Services"); and

WHEREAS, the term of the Original Agreement is from December 1, 2012 until November 30, 2014, unless sooner terminated in accordance with the provisions of the Original Agreement, provided that the County may renew the Original Agreement under the same terms and conditions for two (2) additional two (2) year periods (the "Original Term"); and

WHEREAS, the amount to be paid to the Contractor as full consideration for the Contractor's Services under the Original Agreement shall be Eighty Thousand Nine Hundred and Twenty Seven Dollars (\$80,927.00) (the "Maximum Amount"); and

WHEREAS, the County desires to exercise one (1) of the two (2) remaining two (2) year options to renew and amend the Services.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Renewal of Term. The Original Agreement shall be renewed and thereby extended by two (2) years, so that the termination date of the Original Agreement, as amended by this Amendment (the "Amended Agreement"), shall be November 30, 2016, subject to earlier termination as provided for under the Amended Agreement.

2. Maximum Amount. The Maximum Amount in the Original Agreement shall be increased by Eighty Thousand Nine Hundred Twenty-seven Dollars (\$80,927.00), so that the maximum amount that the County shall pay to the Contractor as full consideration for all Services provided under the Amended Agreement shall be One Hundred Sixty One Thousand Eight Hundred and Fifty Four Dollars (\$161,854.00) (the "Amended Maximum Amount").

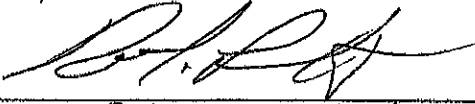
3. Services. The Contractor shall continue to provide Actuarial Valuation Services, as more fully described under the Original Agreement, for the years 2014 and 2015, except that Actuarial Valuation Services will no longer be necessary for the obligations of the Nassau Health Care Corporation.

4. Full Force and Effect. All the terms and conditions of the Original Agreement not expressly amended by this Amendment shall remain in full force and effect and govern the relationship of the parties for the term of the Amended Agreement.


[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

MILLIMAN, INC.

By: 
Name: Robert J. LaMontagne
Title: Principal & Consulting Actuary
Date: 10/14/14

NASSAU COUNTY

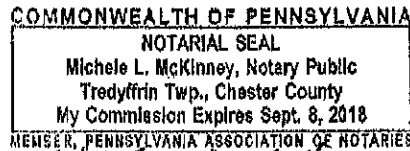
By: 
Name: Richard R. Walker
Title: County Executive
☒ Deputy County Executive
Date: 10/29/14

PLEASE EXECUTE IN BLUE INK

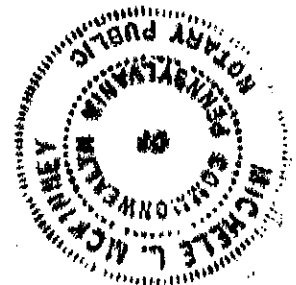
Pennsylvania
STATE OF ~~NEW YORK~~
CHESTER)ss.:
COUNTY OF ~~NASSAU~~

On the 14th day of October in the year 2014 before me personally came ROBERT J. LAMONTAGNE to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of CHESTER; that he or she is the PRINCIPAL of MILLMAN, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC



Michele L. McKinney



STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year 20__ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is a Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Contract ID#:

CQBU13000001



Department:

OMB

E-4-13

Contract Details

SERVICE: Actuarial Consulting Services

NIFS ID #

CQBU13000001

NIFS Entry Date:

12/31/12

Term: from Dec 1, 2012 to Nov 30, 2014

New X Renewal	<input type="checkbox"/>
Amendment	<input type="checkbox"/>
Time Extension	<input type="checkbox"/>
Addl. Funds	<input type="checkbox"/>
Blanket Resolution RES#	<input type="checkbox"/>

1) Mandated Program:	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
2) Comptroller Approval Form Attached:	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
3) CSEA Agreement § 32 Compliance Attached:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/> X
4) Vendor Ownership & Mgmt. Disclosure Attached:	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>
5) Insurance Required	Yes <input checked="" type="checkbox"/> X	No <input type="checkbox"/>

Agency Information

Vendor	
Name	Milliman Inc.
Vendor ID#	910675641
Address	1550 Liberty Ridge Drive, Suite 200 Wayne, PA 19087-5572
Contact Person	Robert LaMontagne
Phone	(610) 687-5644

County Department
Department Contact
Robert Conroy
Address
Office of Management and Budget One West Street Mineola, NY 11501
Phone
(516) 571-6335

Routing Slip

DATE	DEPARTMENT	Internal Verification	Signature	For Approval Required
	Department	NIFS Entry (Dept) NIFS Appvl (Dept. Head) Contractor Registered	<input checked="" type="checkbox"/> 12/31/12 <i>Arfan Arvel</i>	
	OMB	NIFS Approval (Contractor Registered)	<input type="checkbox"/> 12/30 <i>Arfan Arvel</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not required if blanket resolution
	County Attorney	CA RE & Insurance Verification	<input type="checkbox"/> 12/31/12 <i>Arfan Arvel</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	County Attorney	CA Approval as to form	<input checked="" type="checkbox"/> 12/31/12 <i>Arfan Arvel</i>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Legislative Affairs	Fw'd Original Contract to CA	<input type="checkbox"/>	
	County Attorney	NIFS Approval	<input type="checkbox"/>	
	Comptroller	NIFS Approval	<input type="checkbox"/>	
	County Executive	Notarization Filed with Clerk of the Leg.	<input checked="" type="checkbox"/> 12/31/12 <i>Arfan Arvel</i>	

Contract ID#: _____



Department: _____

Contract Summary

Description:
Purpose: The Government Accounting Standards Board (GASB) was organized in 1984 to establish standards of financial accounting and reporting for state and local government entities. To accomplish its mission the GASB issues standards that improve the usefulness of financial reports. One such standard is Government Accounting Standard No. 45 titled "Accounting and Financial Reporting by Employers for Postemployment Benefits Other than Pensions." This standard was issued in June 2004. It required public agencies and entities to account for post-employment benefits other than pensions on an accrual basis, rather than a cash basis, which was formerly the case. That is, the cost of these benefits must be accounted for when the benefits are earned, not when the benefits are paid. These benefits are primarily health care benefits for retirees and their dependents. Nassau County is required by accounting standards to comply with GASB 45.
Method of Procurement: In order to comply with the requirements of the GASB 45 standard, the County issued request for Proposal BU0928-1233 on October 3, 2012, seeking a firm that could provide actuarial consulting services and meet these requirements. The RFP was designed to assist the County as a whole and certain related entities including the Nassau Interim Finance Authority, the Nassau Regional Off-Track Betting Corporation and the Nassau Health Care Corporation, in meeting these requirements. To evaluate the responses to the RFP, a committee was formed to review the responses. The committee consisted of individuals from the Office of Management and Budget. Three consulting firms responded to the RFP. These responses were reviewed by each member of the committee. The committee then met and discussed each of the responses that were received. The firms were then evaluated based on the criteria that were part of the RFP that was issued. Based on these criteria, a firm was selected pursuant to the RFP that was issued.
Procurement History: This is not a new contractor
Description of General Provisions: The firm selected will provide the County with actuarial valuation services regarding the obligations of the County for Government Accounting Standards Board Standard No. 45. Namely the firm will provide a "roll-forward" valuation for 2012 and a "complete" valuation for 2013. The firm will develop the County's liability as required for GASB Statement No. 45 for 2012 and 2013 and related annual data. The firm will provide actuarial reports and certifications for each valuation and respond to standard auditor type requests.
Impact on Funding / Price Analysis: \$80,927
Change in Contract from Prior Procurement: N/A
Recommendation: (approve as submitted)

Advisement Information

BUDGET CODES	
Fund:	GEN
Control:	10
Resp:	1000
Object:	DE
Transaction:	500

FUNDING SOURCE	AMOUNT
Revenue Contract <input type="checkbox"/>	XXXXXX
County	\$80,927
Federal	\$
State	\$
Capital	\$
Other	\$
TOTAL	\$80,927

LINE	INDEX/ORD. # CODE	AMOUNT
1	BUGEN1000 DE500	\$80,927
2		\$
3		\$
4		\$
5		\$
6		\$
TOTAL		\$80,927

REMARKS	
% Increase	
% Decrease	

Document Prepared By: _____

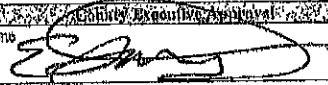
Date: _____

PR5254 (1/06)

Contract ID#: _____



Department: _____

NIFS Certification		Commitment Certification		Contract Executive Approval	
I certify that this document was accepted into NIFS.		I certify that an unencumbered balance sufficient to cover this contract is present in the appropriation to be charged.		Name 	
Name		Name		Date <u>12/31/12</u>	
Date		Date		(For Office Use Only) E #:	

FAM16450 V4.2

LINK TO:

NIFS PRODUCTION SYSTEM
ORGANIZATION SUMMARY INQUIRY

12/31/2012

10:24 AM

ACTIVE

BALANCE (Y,M,Q,A) : Y FUNDING PERIOD : CURRENCY CODE :

FISCAL MO/YEAR : 12 2012 DEC 2012

INDEX :

ORGANIZATION : BU OFFICE OF MANAGEMENT AND BUDGET

CHARAC / OBJECT : X

FDTF FUND SFND : GF GEN GEN GENERAL FUND

PROJECT PROJ DTL :

GRANT GRANT DTL :

UCODE/ORD#/DRC :

S	OBJECT DESCRIPTION	BUDGET	ACTUAL	ENCUMBERED	BALANCE
DE	CONTRACTUAL SERVIC	3,361,417	1,450,682	974,286	936,449
GA	LOCAL GOVT ASST PR	62,852,361	26,876,802		35,975,559
HF	INTER-DEPARTMENTAL	5,947,211	310,717		5,636,494
HC	NHC ASSN EXP - NAS	13,000,000	13,000,000		
NA	NCIFA EXPENDITURES	2,025,000			2,025,000
49	LONG BEACH PAYMENT	106,233	106,233		
52	FD-LIDO/PT LOOKOUT	5,775	5,775		

F1-HELP

F2-SELECT

F4-PRIOR

F5-NEXT

F7-PRIOR PG F8-NEXT PG F9-LINK

G012 - NEXT PAGE DISPLAYED

George Maragos
Comptroller



OFFICE OF THE COMPTROLLER
240 Old Country Road
Mineola, New York 11501

**COMPTROLLER APPROVAL FORM FOR PERSONAL,
PROFESSIONAL OR HUMAN SERVICES CONTRACTS**

Attach this form along with all personal, professional or human services contracts, contract renewals, extensions and amendments.

CONTRACTOR NAME: Milliman Inc.

CONTRACTOR ADDRESS: 1550 Liberty Ridge Drive, Suite 200,
Wayne, PA 19087-5572

FEDERAL TAX ID#: 91-0675641

Instructions: Please check the appropriate box ("☑") after one of the following roman numerals, and provide all the requested information.

I. ☐ The contract was awarded to the lowest, responsible bidder after advertisement for sealed bids. The contract was awarded after a request for sealed bids was published in _____ [newspaper] on _____ [date]. The sealed bids were publicly opened on _____ [date]. _____ [#] of sealed bids were received and opened.

II. ☒ The contractor was selected pursuant to a Request for Proposals.

The Contract was entered into after a written request for proposals was issued on October 3, 2012. Potential proposers were made aware of the availability of the RFP by newspaper advertisement and posting on the County's web-site. Proposals were due on November 9, 2012. Three proposals were received and evaluated. The evaluation committee consisted of Robert Conroy, Ann Hulka and Steven Conkling. The proposals were scored and ranked. As a result of the scoring and ranking (attached), the highest-ranking proposer was selected.

III. ☐ This is a renewal, extension or amendment of an existing contract.

The contract was originally executed by Nassau County on _____ [date]. This is a renewal or extension pursuant to the contract, or an amendment within the scope of the contract or RFP (copies of the relevant pages are attached). The original contract was entered into after _____

[describe procurement method, i.e., RFP, three proposals evaluated, etc.] Attach a copy of the most recent evaluation of the contractor's performance for any contract to be renewed or extended. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to continue to contract with the county.

IV. ☒ Pursuant to Executive Order No. 1 of 1993, as amended, at least three proposals were solicited and received. The attached memorandum from the department head describes the proposals received, along with the cost of each proposal.

☐ A. The contract has been awarded to the proposer offering the lowest cost proposal; OR:

B. The attached memorandum contains a detailed explanation as to the reason(s) why the contract was awarded to other than the lowest-cost proposer. The attachment includes a specific delineation of the unique skills and experience, the specific reasons why a proposal is deemed superior, and/or why the proposer was judged to be able to perform more quickly than the other proposers.

V. ☐ Pursuant to Executive Order No. 1 of 1993 as amended, the attached memorandum from the department head explains why the department did not obtain at least three proposals.

☐ A. There are only one or two providers of the services sought or less than three providers submitted proposals. The memorandum describes how the contractor was determined to be the sole source provider of the personal service needed or explains why only two proposals could be obtained. If two proposals were obtained, the memorandum explains that the contract was awarded to the lowest cost proposer, or why the selected proposer offered the higher quality proposal, the proposer's unique and special experience, skill, or expertise, or its availability to perform in the most immediate and timely manner.

☐ B. The memorandum explains that the contractor's selection was dictated by the terms of a federal or New York State grant, by legislation or by a court order. (Copies of the relevant documents are attached).

☐ C. Pursuant to General Municipal Law Section 104, the department is purchasing the services required through a New York State Office of General Services contract no. _____, and the attached memorandum explains how the purchase is within the scope of the terms of that contract.

- ☐ D. Pursuant to General Municipal Law Section 119-o, the department is purchasing the services required through an inter-municipal agreement.

VI. ☐ This is a human services contract with a not-for-profit agency for which a competitive process has not been initiated. Attached is a memorandum that explains the reasons for entering into this contract without conducting a competitive process, and details when the department intends to initiate a competitive process for the future award of these services. For any such contract, where the vendor has previously provided services to the county, attach a copy of the most recent evaluation of the vendor's performance. If the contractor has not received a satisfactory evaluation, the department must explain why the contractor should nevertheless be permitted to contract with the county.

In certain limited circumstances, conducting a competitive process and/or completing performance evaluations may not be possible because of the nature of the human services program, or because of a compelling need to continue services through the same provider. In those circumstances, attach an explanation of why a competitive process and/or performance evaluation is inapplicable.

VII. ☐ This is a public works contract for the provision of architectural, engineering or surveying services. The attached memorandum provides details of the department's compliance with Board of Supervisors' Resolution No.928 of 1993, including its receipt and evaluation of annual Statements of Qualifications & Performance Data, and its negotiations with the most highly qualified firms.

In addition, if this is a contract with an individual or with an entity that has only one or two employees:

- ☐ a review of the criteria set forth by the Internal Revenue Service, *Revenue Ruling No. 87-41, 1987-1 C.B. 296*, attached as Appendix A to the Comptroller's Memorandum, dated February 13, 2004, concerning independent contractors and employees indicates that the contractor would not be considered an employee for federal tax purposes.


Department Head Signature

12/18/12
Date

NOTE: Any information requested above, or in the exhibit below, may be included in the county's "staff summary" form in lieu of a separate memorandum.

Compt. form Pers./Prof. Services Contracts: Rev. 02/04

MEMORANDUM

To: Tim Sullivan, Deputy County Executive for Finance

From: Robert Conroy, Deputy Budget Director

Subject: Proposed Personal Services Agreement with Milliman, Inc.
Actuarial Consulting Services in regards to the County's 2012 and 2013 GASB 45
OPEB Valuations (Post-Retirement Benefits other than Pensions)

Date: December 14, 2012

On October 3, 2012 the County issued a Request for Proposals (RFP) to provide actuarial consulting services to the County and certain related entities (Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau Interim Finance Authority). The RFP was posted on the County's website and advertised in Newsday. Proposals were originally due on October 26, 2012 but due to a low response rate was extended to November 9, 2012. The services to be provided will include, but not be limited to:

- Prepare Actuarial Valuations to comply with GASB 45 every two years and prepare estimates for intervening years
- Provide certification that the Valuation was conducted in accordance with GASB 45 standards
- Respond to any requests from the County's outside auditor
- Assist the County in responding to data requests from other government agencies and any other interested parties
- Attend meetings as requested to discuss GASB 45 and related issues

Proposals were received from the following firms: Milliman, Inc, The Segal Group, Inc and the Howard B. Nyhart Company, Inc.

An Evaluation Committee was formed to review the proposals. The Committee consisted of the following people from the Office of Management and Budget: Robert Conroy, Ann Hulka and Steven Conkling. The proposals were evaluated based on the following criteria:

- **Proposal Offeror's History and Service Background**

This review will address the following questions:

Does the proposal demonstrate a successful service history?

Does the firm's organization and experience demonstrate the capacity to provide the services that are required?

Has the firm performed successfully in the past on projects of similar size and scope?

- **Readiness to implement the Program**

This refers to the amount of time required for the firm to begin providing the RFP services and should answer the following questions:

Does the firm demonstrate the ability to provide RFP services immediately upon request or within the time frames established by the County?
Does the firm demonstrate the ability to implement the project within reasonable time frames?
Will subcontracts be needed?

- **Proposal Conciseness, Completeness and Clarity of Presentation**

Under this criteria, the following questions would be addressed:

Is the proposal concise in terms of it being marked by brevity of expression and statement and free from elaboration and superfluous detail?
Does the proposal contain all elements identified in the RFP?
Does the proposal clearly represent the firm's capabilities?

- **Cost of Overall Project**

This considers whether the proposed charge is financially viable as well as cost effective. Viability means that the projected costs are sufficient to allow for adequate results to be achieved. Cost effectiveness means that the costs are sufficient to ensure adequate results without being inordinately expensive.

- **Adequacy of Program Design**

This is a review of the proposal as a whole, paying particular attention to the firm's specific approach and plans for accomplishing the work in the RFP;

What is the firm offering to do for the County and how does the firm plan to accomplish this?
Are the tasks consistent with the purpose of the RFP?
Does each of the tasks or activities support the performance of RFP services?
Is the program design complete, consistent and feasible?

- **Other Factors**

Any other information that would assist the County in the selection process.

Does the firm offer any other information that would help the selection process?
Does the firm's response make it different from other firms?
Has the firm proposed approaches and cost containment measures not included in other areas of the RFP? Are they appropriate and/or reasonable?

Recommendation

Although the proposed fee from Milliman, Inc was higher than the other Proposer's (see chart below), the Committee felt that based on recent experience the County has had with Milliman, Milliman would be best suited to handle this engagement. This firm was called in on an emergency basis to provide the 2011 valuation and did so in an extremely expeditious and professional manner given the difficult circumstances at the time.

Firm	Average Hourly Rate	Number of Hours	Total Estimated Fees	Estimated Expenses	Total Estimated Costs
Milliman, Inc	282.14	284	80,128	800	80,928
The Howard E. Nyhart Company, Inc.	209.52	294	61,600	3,000	64,600
The Segal Company	296.42	151	44,760	0	44,760

Please let me know if you need any additional information.

C: Richard R. Walker, Chief Deputy County Executive
Conal Denion, Bureau Chief, Office of County Attorney

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

Millman

Parkings - Score from 1-10

	<u>Cost of Overall Project</u>	<u>Readiness to Implement the Program</u>	<u>Proposal Officer's History and Service Background</u>	<u>Proposal Officer's Completeness and Clarity of Presentation</u>	<u>Adequacy of Program Design</u>	<u>Other Factors</u>	<u>Totals</u>
Suggested Weights	0.15	0.25	0.25	0.2	0.1	0.05	1
<u>Committee Member Scores</u>							
Robert Conroy	6	9	10	9	9	9	52
Ann Hulka	5	8	9	9	8	9	48
Steve Conkling	4	8	10	8	9	9	48

	Total Possible	1.5	2.5	2.5	2	1	0.5	10
Total Scores								
Robert Controy		0.9	1.35	1.5	1.35	1.35	1.35	7.8
Ann Hulka		0.75	1.2	1.35	1.35	1.2	1.35	7.2
Steve Conkling		0.6	1.2	1.5	1.2	1.35	1.35	7.2
								0

Total Possible Scores - Committee	4.5	7.5	7.5	6	3	1.5			30
Total Actual Scores - Committee	2.25	3.75	4.35	3.9	3.9	4.05			22.2

Nassau County Office of Management and Budget
 Evaluation Scoring Grid
 RFP # BU0617-1122 (Actuarial Consulting Services)

Seal

Rankings - Score from 1 - 10

	<u>Cost of Overall Project</u>	<u>Proposal Offeror's</u>				<u>Adequacy of Program Design</u>	<u>Other Factors</u>	<u>Totals</u>
		<u>Readiness to Implement the Program</u>	<u>History and Service Background</u>	<u>Proposal Condenseness, Completeness and Clarity of Presentation</u>	<u>Program Design</u>			
<u>Suggested Weights</u>	0.15	0.25	0.25	0.2	0.1	0.05		1
<u>Committee Member Scoring</u>								
Robert Conroy	10	8	7	7	8	7	7	47
Ann Hulka	10	7	6	7	7	7	7	44
Steve Conkling	10	6	6	8	7	7	7	44
<u>Total Possible</u>	1.5	2.5	2.5	2	1	0.5		10

<u>Total Scores</u>								
Robert Conroy	1.5	1.2	1.05	1.05	1.2	1.05		7.05
Ann Hulka	1.5	1.05	0.9	1.05	1.05	1.05		6.6
Steve Conkling	1.5	0.9	0.9	1.2	1.05	1.05		6.6
<u>Totals</u>	4.5	3.15	2.85	3.3	3.3	3.15		20.25

<u>Total Possible Scores - Committee</u>	4.5	7.5	7.5	6	3	1.5		30
<u>Total Actual Scores - Committee</u>	4.5	3.15	2.85	3.3	3.3	3.15		20.25

Nassau County Office of Management and Budget
Evaluation Scoring Grid
RFP # BU0617-1122 (Actuarial Consulting Services)

NYHARI

Rankings - Score from 1 - 10

	<u>Cost of Overall Project</u>	<u>Readiness to Implement the Program</u>	<u>Proposal Offeror's History and Service Backround</u>	<u>Proposal Completeness and Clarity of Presentation</u>	<u>Adequacy of Program Design</u>	<u>Other Factors</u>	<u>Totals</u>
<u>Suggested Weights</u>	0.15	0.25	0.25	0.2	0.1	0.05	1

Committee Member Scoring

Robert Conroy	7	7	7	6	7	8	42
Ann Hulka	7	8	8	6	6	7	42
Steve Conkling	6	6	6	7	6	8	39

Total Possible 1.5 2.5 2.5 2 1 0.5 10

Total Scores

Robert Conroy	1.05	1.05	1.05	0.9	1.05	1.2	6.3
Ann Hulka	1.05	1.2	1.2	0.9	0.9	1.05	6.3
Steve Conkling	0.9	0.9	0.9	1.05	0.9	1.2	5.9
							0

Totals 3 3.15 3.15 2.85 2.85 3.45 18.45

Total Possible Scores - Committee

30

Total Actual Scores - Committee

18.45

RULES RESOLUTION NO. - 2012

A RESOLUTION AUTHORIZING THE COUNTY EXECUTIVE
TO EXECUTE A PERSONAL SERVICES AGREEMENT BETWEEN
THE COUNTY OF NASSAU, ACTING ON BEHALF OF THE OFFICE
OF MANAGEMENT AND BUDGET, AND MILLIMAN INC.

WHEREAS, the County has negotiated a personal services agreement
with Milliman Inc., to provide the County with Actuarial Valuation services,
to provide actuarial reports and certifications for each valuation, and respond
to standard auditor-type requests for all named entities, a copy of which is
on file with the Clerk of the Legislature; now, therefore, be it

RESOLVED, that the Rules Committee of the Nassau County
Legislature authorizes the County Executive to execute the said agreement
with Milliman Inc.

AGREEMENT FOR SERVICES

THIS AGREEMENT, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Agreement is executed by Nassau County, is entered into by and between (i) Nassau County, a municipal corporation having its principal office at 1550 Franklin Avenue, Mineola, New York 11501 (the "County"), acting for and on behalf of the Office of Management and Budget, having its principal office at One West Street, Mineola, New York 11501 (the "Department"), and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087-5572 (the "Contractor").

WITNESSETH:

WHEREAS, the County desires to hire the Contractor to perform the services described in this Agreement; and

WHEREAS, the Contractor desires to perform the services described in this Agreement.

WHEREAS, this is a personal service contract within the intent and purview of Section 2206 of the County Charter.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall commence on December 1, 2012 and shall terminate on November 30, 2014, unless sooner terminated in accordance with the provisions of this Agreement; provided, however, the County may renew this Agreement under the same terms and conditions for two (2) additional two (2) year periods.

2. Services. The services to be provided by the Contractor under this Agreement ("Services") shall consist of the following: The Contractor will provide the County with Actuarial Valuation services regarding the obligations of the County, Nassau Community College, Nassau Health Care Corporation, Nassau Regional Off-Track Betting Corporation and the Nassau County Interim Finance Authority for Government Accounting Standards Board Standard No. 45, and will develop a complete valuation for 2012, develop the County's liability as required for GASB Statement No. 45 for 2012 and related annual data, will provide actuarial reports and certifications for each valuation, and respond to standard auditor-type requests for all of the above named entities.

3. Payment. (a) Amount of Consideration. The amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement shall be Eighty Thousand Nine Hundred and Twenty Seven Dollars (\$80,927.00). Compensation for the Contractor's Services shall be paid as follows: the rate for actuarial work performed by Robert LaMontagne to be billed at the rate of \$425.00 per hour; for work performed by Scott Porter to be billed at the rate of \$382.00 per hour, for work performed by Richard Gordon to be billed at the rate of \$295.00 per hour and work performed by Analysts of Milliman to be billed at the rate of \$220.00 per hour. The

Contractor acknowledges that payment may only be made to the Contractor upon Contractor's compliance with the County's bill paying procedures, including review and approval of a claim voucher by the County Comptroller's Office. The provisions of this Section shall control over any inconsistent provisions in any appendix or exhibit to this Agreement.

(b) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to the Contractor in arrears and shall be contingent upon (i) the Contractor submitting a claim voucher (the "Voucher") in a form satisfactory to the County, that (a) states with reasonable specificity the services provided and the payment requested as consideration for such services, (b) certifies that the services rendered and the payment requested are in accordance with this Agreement, and (c) is accompanied by documentation satisfactory to the County supporting the amount claimed, and (ii) review, approval and audit of the Voucher by the Department and/or the County Comptroller or his or her duly designated representative (the "Comptroller").

(c) Timing of Payment Claims. The Contractor shall submit claims no later than three (3) months following the County's receipt of the services that are the subject of the claim and no more frequently than once a month.

(d) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the Contractor and any funding source including the County.

(e) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Agreement expressly states otherwise, payments to the Contractor following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after the Contractor received notice that the County did not desire to receive such services.

4. Independent Contractor. The Contractor is an independent contractor of the County. The Contractor shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the Contractor (a "Contractor Agent"), be (i) deemed a County employee, (ii) commit the County to any obligation, or (iii) hold itself, himself, or herself out as a County employee or Person with the authority to commit the County to any obligation. As used in this Agreement the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

5. No Arrears or Default. The Contractor is not in arrears to the County upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to the County, including any obligation to pay taxes to, or perform services for or on behalf of, the County.

6. Compliance With Law. (a) Generally. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of

interest, human rights, a living wage, and disclosure of information, in connection with its performance under this Agreement. In furtherance of the foregoing, the Contractor is bound by and shall comply with the terms of Appendix EE attached hereto and with the County's registration protocol. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.

(b) Nassau County Living Wage Law. Pursuant to LL 1-2006, as amended, and to the extent that a waiver has not been obtained in accordance with such law or any rules of the County Executive, the Contractor agrees as follows:

- (i) Contractor shall comply with the applicable requirements of the Living Wage Law, as amended;
- (ii) Failure to comply with the Living Wage Law, as amended, may constitute a material breach of this Agreement, such breach being determined solely by the County. Contractor has the right to cure such breach within thirty days of receipt of notice of breach from the County. In the event that such breach is not timely cured, the County may terminate this Agreement as well as exercise any other rights available to the County under applicable law.
- (iii) It shall be a continuing obligation of the Contractor to inform the County of any material changes in the content of its certification of compliance, attached to this Agreement as Appendix L, and shall provide to the County any information necessary to maintain the certification's accuracy.

(c) Records Access. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. The Contractor acknowledges that Contractor Information in the County's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the County shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.

(d) Protected Information. The Contractor acknowledges and agrees that all records, information, and data ("Information") that the Contractor acquires in connection with performance under this Agreement shall be confidential, held in confidence, and used solely for the purpose of performing services to or on behalf of the County. The Contractor shall, and shall cause Contractor Agents to, safeguard such Information and not disclose it to third parties except (i) as permitted under this Agreement, (ii) with the written consent of the County (and then only to the extent of the consent), or (iii) upon legal compulsion. In the event that legal process is effectuated, the Contractor shall, if legally permissible, promptly notify the County so that the County may take such action as it deems appropriate. The confidentiality obligations of the Contractor set forth above shall not apply to any information of the County which: (i) was in the

public domain at the time of the County's communication thereof to the Contractor; (ii) enters the public domain through no breach of this provision subsequent to the time of the County's communication thereof to the Contractor; (iii) was in the Contractor's possession free of any obligation of confidentiality at the time of the County's communication thereof to the Contractor; or (iv) is developed by the Contractor completely independent from the information of the County. For clarity, these exceptions are not intended to apply to information of the County that is provided to Milliman by a third party which Milliman knows or should reasonably know to be confidential.

(e) The provisions of this Section shall survive termination of this Agreement.

7. Ownership of Records. All County Information provided to the Contractor by the County shall remain the property of the County. Upon the County's request, completion of Services, or termination of this Agreement, all such County Information shall be returned to the County, provided that the Contractor may maintain one copy of any County Information in order to comply with applicable work product documentation standards, subject to the confidentiality obligations contained in section 6(d) above.

8. Minimum Service Standards. Regardless of whether required by Law: (a) The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) The Contractor shall deliver services under this Agreement in a professional manner consistent with applicable professional standards of the industry in which the Contractor operates. The Contractor shall take all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

9. Indemnification; Defense; Cooperation. (a) Subject to the Limitation of Liability contained in Section 10, below, the Contractor shall be solely responsible for and shall indemnify, defend and hold harmless the County, its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, reasonable attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of the Contractor or a Contractor Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that the Contractor shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of the County. The provisions of this Section shall survive the termination of this Agreement.

(b) The Contractor shall, upon the County's demand and at the County's direction, promptly and diligently defend, at the Contractor's own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which the Contractor is responsible under this Section, and, further to the Contractor's indemnification obligations, the Contractor shall pay and satisfy any

judgment, decree, loss or settlement in connection therewith.

(c) The Contractor shall, and shall cause Contractor Agents to, cooperate with the County and the Department in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of the Contractor and/or a Contractor Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

10. Limitation of Liability. Contractor will perform all services in accordance with applicable professional standards. The parties agree that any liability of Contractor, its officers, directors, agents and employees, to the County for services rendered under this Agreement, under any theory of law including negligence, tort, breach of contract or otherwise shall be limited to one million dollars (\$1,000,000). In no event shall Contractor be liable for lost profits of County or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Contractor.

11. No Third Party Distribution. Contractor's work is prepared solely for the use of County in connection with the audit of its annual financial statements. Contractor's work may not be provided to third parties, other than Deloitte and Touche, or as required by law, without Contractor's prior written consent, not to be unreasonably withheld or delayed. Contractor does not intend to benefit any third party recipient of its work product, even if Contractor consents to the release of its work product to such third party. For the avoidance of doubt, this Section 11 is not intended to restrict the County from sharing information generated by Milliman under this Agreement with third parties for its own municipal needs, provided that the County does not forward Milliman's complete work product and does not attribute the information shared to Milliman.

12. Dispute Resolution. In the event of any dispute arising out of or relating to the engagement of the Contractor by the County, the parties will attempt in good faith to resolve such dispute within thirty (30) days after receipt of such notice by negotiations between senior executives/officials of the parties who have settlement authority. If the dispute has not been resolved within such thirty day period, the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association, at the sole cost of the Contractor. The arbitration shall take place in Nassau County, New York before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The Contractor shall bear the total cost of the arbitration.

13. Insurance. (a) The Contractor and its Agents shall obtain and maintain throughout the term of this Agreement, in a form acceptable to the County and at the Contractor's own expense: (i) one or more policies for commercial general liability insurance, which policy(ies)

shall name "Nassau County" as an additional insured and have a minimum single combined limit of liability of not less than one million dollars (\$1,000,000) per claim and two million dollars (\$2,000,000) aggregate coverage,, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than one million dollars (\$1,000,000) per claim , (iii) compensation insurance for the benefit of the Contractor's employees, which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the County may from time to time specify. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by the Contractor pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to the County; and (ii) in form and substance acceptable to the County. The Contractor shall be solely responsible for the payment of all deductibles to which such policies are subject. The Contractor shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by the Contractor under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to the Department. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, the Contractor shall provide written notice to the Department of the same and deliver to the Department renewal or replacement certificates of insurance. The Contractor shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of the Contractor to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of the Contractor to maintain the other required coverages shall be deemed a material breach of this Agreement upon which the County reserves the right to consider this Agreement terminated as of the date of such failure.

14. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the County Executive or his or her duly designated deputy (the "County Executive"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

15. Termination. (a) Generally. This Agreement may be terminated (i) for any reason by the County upon thirty (30) days' written notice to the Contractor, (ii) for "Cause" by the

County immediately upon the receipt by the Contractor of written notice of termination, (iii) upon mutual written Agreement of the County and the Contractor, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Agreement the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By The Contractor. This Agreement may be terminated by the Contractor if performance becomes impracticable through no fault of the Contractor, where the impracticability relates to the Contractor's ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by the Contractor delivering to the commissioner or other head of the Department (the "Commissioner"), at least sixty (60) days prior to the termination date (or a shorter period if sixty days' notice is impossible), a notice stating (i) that the Contractor is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to the Contractor's right to terminate under this subsection. A copy of the notice given to the Commissioner shall be given to the Deputy County Executive who oversees the administration of the Department (the "Applicable DCE") on the same day that notice is given to the Commissioner.

(c) Contractor Assistance upon Termination. In connection with the termination or impending termination of this Agreement the Contractor shall, regardless of the reason for termination, take all actions reasonably requested by the County (including those set forth in other provisions of this Agreement) to assist the County in transitioning Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

16. Accounting Procedures: Records. The Contractor shall maintain and retain, for a period of six (6) years following the later of termination of or final payment under this Agreement, complete and accurate records, documents, accounts and other evidence, whether maintained electronically or manually ("Records"), pertinent to performance under this Agreement. Records shall be maintained in accordance with Generally Accepted Accounting Principles and, if the Contractor is a non-profit entity, must comply with the accounting guidelines set forth in the federal Office of Management & Budget Circular A-122, "Cost Principles for Non-Profit Organizations." Such Records shall at all times be available for audit and inspection by the Comptroller, the Department, any other governmental authority with jurisdiction over the provision of services hereunder and/or the payment therefore, and any of their duly designated representatives. The provisions of this Section shall survive the termination of this Agreement.

17. Limitations on Actions and Special Proceedings Against the County. No action or special proceeding shall lie or be prosecuted or maintained against the County upon any claims arising out of or in connection with this Agreement unless:

(a) Notice. At least thirty (30) days prior to seeking relief the Contractor shall have presented the demand or claim(s) upon which such action or special proceeding is based in writing to the Applicable DCE for adjustment and the County shall have neglected or refused to make an adjustment or payment on the demand or claim for thirty (30) days after presentment. The Contractor shall send or deliver copies of the documents presented to the Applicable DCE under this Section to each of (i) the Department and the (ii) the County Attorney (at the address specified above for the County) on the same day that documents are sent or delivered to the Applicable DCE. The complaint or necessary moving papers of the Contractor shall allege that the above-described actions and inactions preceded the Contractor's action or special proceeding against the County.

18. Work Performance Liability. The Contractor is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the County.

19. Consent to Jurisdiction and Venue; Governing Law. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

20. Notices. Any notice, request, demand or other communication required to be given or made in connection with this Agreement shall be (a) in writing, (b) delivered or sent (i) by hand delivery, evidenced by a signed, dated receipt, (ii) postage prepaid via certified mail, return receipt requested, or (iii) overnight delivery via a nationally recognized courier service, (c) deemed given or made on the date the delivery receipt was signed by a County employee, three (3) business days after it is mailed or one (1) business day after it is released to a courier service, as applicable, and (d)(i) if to the Department, to the attention of the Commissioner at the address specified above for the Department, (ii) if to an Applicable DCE, to the attention of the Applicable DCE (whose name the Contractor shall obtain from the Department) at the address specified above for the County, (iii) if to the Comptroller, to the attention of the Comptroller at 240 Old Country Road, Mineola, NY 11501, and (iv) if to the Contractor, to the attention of the person who executed this Agreement on behalf of the Contractor at the address specified above for the Contractor, or in each case to such other persons or addresses as shall be designated by written notice.

21. All Legal Provisions Deemed Included; Severability; Supremacy. (a) Every provision required by Law to be inserted into or referenced by this Agreement is intended to be a part of this Agreement. If any such provision is not inserted or referenced or is not inserted or referenced in correct form then (i) such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation and (ii) upon the application of either party this

Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, that provision will be deemed to be restated to reflect as nearly as possible the original intent of the parties in accordance with applicable law and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(c) Unless the application of this subsection will cause a provision required by Law to be excluded from this Agreement, in the event of an actual conflict between the terms and conditions set forth above the signature page to this Agreement and those contained in any schedule, exhibit, appendix, or attachment to this Agreement, the terms and conditions set forth above the signature page shall control. To the extent possible, all the terms of this Agreement should be read together as not conflicting.

(d) Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.

22. Section and Other Headings. The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.

23. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Two Hundred Sixty-Six Dollars (\$266.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Number 201-2001. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

24. Executory Clause. Notwithstanding any other provision of this Agreement:

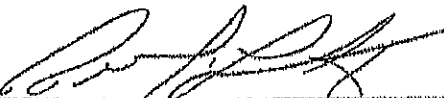
(a) Approval and Execution. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all County approvals have been obtained, including, if required, approval by the County Legislature, and (ii) this Agreement has been executed by the County Executive (as defined in this Agreement).

(b) Availability of Funds. The County shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to the County from the state and/or federal governments.

25. Entire Agreement. This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supercedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Contractor and the County have executed this Agreement as of the Effective Date.

MILLIMAN, INC.

By: 
Name: Robert E. LaMontagne
Title: PRINCIPAL
Date: 12/31/12

NASSAU COUNTY

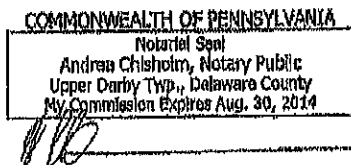
By: _____
Name: _____
Title: Deputy County Executive
Date: _____

PLEASE EXECUTE IN BLUE INK.

nm *PP*
Pennsylvania
STATE OF NEW YORK)
COUNTY OF CHESTER)ss.:
COUNTY OF NASSAU)

On the 31st day of DECEMBER in the year 2012 before me personally came
ROBERT J. LAMONTAGNE to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of CHESTER; that he or she is the
Principal of WILLIAM, INC., the corporation described herein
and which executed the above instrument; and that he or she signed his or her name thereto by
authority of the board of directors of said corporation.

NOTARY PUBLIC



STATE OF NEW YORK)
COUNTY OF NASSAU)ss.:
COUNTY OF NASSAU)

On the _____ day of _____ in the year 2012 before me personally came
_____ to me personally known, who, being by me duly sworn, did depose
and say that he or she resides in the County of _____; that he or she is a Deputy
County Executive of the County of Nassau, the municipal corporation described herein and
which executed the above instrument; and that he or she signed his or her name thereto pursuant
to Section 205 of the County Government Law of Nassau County.

NOTARY PUBLIC

Appendix EE
Equal Employment Opportunities for Minorities and Women

The provisions of this Appendix EE are hereby made a part of the document to which it is attached.

The Contractor shall comply with all federal, State and local statutory and constitutional anti-discrimination provisions. In addition, Local Law No. 14-2002, entitled "Participation by Minority Group Members and Women in Nassau County Contracts," governs all County Contracts as defined herein and solicitations for bids or proposals for County Contracts. In accordance with Local Law 14-2002:

(a) The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status in recruitment, employment, job assignments, promotions, upgradings, demotions, transfers, layoffs, terminations, and rates of pay or other forms of compensation. The Contractor will undertake or continue existing programs related to recruitment, employment, job assignments, promotions, upgradings, transfers, and rates of pay or other forms of compensation to ensure that minority group members and women are afforded equal employment opportunities without discrimination.

(b) At the request of the County contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such employment agency, labor union, or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

(c) The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the County Contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

(d) The Contractor shall make best efforts to solicit active participation by certified minority or women-owned business enterprises ("Certified M/WBEs") as defined in Section 101 of Local Law No. 14-2002, for the purpose of granting of Subcontracts.

(e) The Contractor shall, in its advertisements and solicitations for Subcontractors, indicate its interest in receiving bids from Certified M/WBEs and the requirement that Subcontractors must be equal opportunity employers.

(f) Contractors must notify and receive approval from the respective Department Head prior to issuing any Subcontracts and, at the time of requesting such authorization, must submit a signed Best Efforts Checklist.

(g) Contractors for projects under the supervision of the County's Department of Public Works shall also submit a utilization plan listing all proposed Subcontractors so that, to the greatest extent feasible, all Subcontractors will be approved prior to commencement of work. Any additions or changes to the list of subcontractors under the utilization plan shall be approved by the Commissioner of the Department of Public Works when made. A copy of the utilization plan any additions or changes thereto shall be submitted by the Contractor to the Office of Minority Affairs simultaneously with the submission to the Department of Public Works.

(h) At any time after Subcontractor approval has been requested and prior to being granted, the contracting agency may require the Contractor to submit Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises. In addition, the contracting agency may require the Contractor to submit such documentation at any time after Subcontractor approval when the contracting agency has reasonable cause to believe that the existing Best Efforts Checklist may be inaccurate. Within ten working days (10) of any such request by the contracting agency, the Contractor must submit Documentation.

(i) In the case where a request is made by the contracting agency or a Deputy County Executive acting on behalf of the contracting agency, the Contractor must, within two (2) working days of such request, submit evidence to demonstrate that it employed Best Efforts to obtain Certified M/WBE participation through proper documentation.

(j) Award of a County Contract alone shall not be deemed or interpreted as approval of all Contractor's Subcontracts and Contractor's fulfillment of Best Efforts to obtain participation by Certified M/WBEs.

(k) A Contractor shall maintain Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises for a period of six (6) years. Failure to maintain such records shall be deemed failure to make Best Efforts to comply with this Appendix EE, evidence of false certification as M/WBE compliant or considered breach of the County Contract.

(l) The Contractor shall be bound by the provisions of Section 109 of Local Law No. 14-2002 providing for enforcement of violations as follows:

- a. Upon receipt by the Executive Director of a complaint from a contracting agency that a County Contractor has failed to comply with the provisions of Local Law No. 14-2002, this Appendix EE or any other contractual provisions included in furtherance of Local Law No. 14-2002, the Executive Director will try to resolve the matter.
- b. If efforts to resolve such matter to the satisfaction of all parties are unsuccessful, the Executive Director shall refer the matter, within thirty days (30) of receipt of the complaint, to the American Arbitration Association for proceeding thereon.
- c. Upon conclusion of the arbitration proceedings, the arbitrator shall submit to the Executive Director his recommendations regarding the imposition of sanctions, fines or penalties. The Executive Director shall either (i) adopt the recommendation of the arbitrator (ii) determine that no sanctions, fines or penalties should be imposed or (iii) modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or impose any new sanction, or increase the amount of any recommended fine or penalty. The Executive Director, within ten days (10) of receipt of the arbitrators award and recommendations, shall file a determination of such matter and shall cause a copy of such determination to be served upon the respondent by personal service or by certified mail return receipt requested. The award of the arbitrator, and the fines and penalties imposed by the Executive Director, shall be final determinations and may only be vacated or modified as provided in the civil practice law and rules ("CPLR").

(m) The contractor shall provide contracting agency with information regarding all subcontracts awarded under any County Contract, including the amount of compensation paid to each Subcontractor and shall complete all forms provided by the Executive Director or the Department Head relating to subcontractor utilization and efforts to obtain M/WBE participation.

Failure to comply with provisions (a) through (m) above, as ultimately determined by the Executive Director, shall be a material breach of the contract constituting grounds for immediate termination. Once a final determination of failure to comply has been reached by the Executive Director, the determination of whether to terminate a contract shall rest with the Deputy County Executive with oversight responsibility for the contracting agency.

Provisions (a), (b) and (c) shall not be binding upon Contractors or Subcontractors in the performance of work or the provision of services or any other activity that are unrelated, separate, or distinct from the County Contract as expressed by its terms.

The requirements of the provisions (a), (b) and (c) shall not apply to any employment or application for employment outside of this County or solicitations or advertisements therefor or any existing programs of affirmative action regarding employment outside of this County and the effect of contract provisions required by these provisions (a), (b) and (c) shall be so limited.

The Contractor shall include provisions (a), (b) and (c) in every Subcontract in such a manner that these provisions shall be binding upon each Subcontractor as to work in connection with the County Contract.

As used in this Appendix EE the term "Best Efforts Checklist" shall mean a list signed by the Contractor, listing the procedures it has undertaken to procure Subcontractors in accordance with this Appendix EE.

As used in this Appendix EE the term "County Contract" shall mean (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of twenty-five thousand dollars (\$25,000), whereby a County contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the County; or (ii) a written agreement in excess of one hundred thousand dollars (\$100,000), whereby a County contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon. However, the term "County Contract" does not include agreements or orders for the following services: banking services, insurance policies or contracts, or contracts with a County contracting agency for the sale of bonds, notes or other securities.

As used in this Appendix EE the term "County Contractor" means an individual, business enterprise, including sole proprietorship, partnership, corporation, not-for-profit corporation, or any other person or entity other than the County, whether a contractor, licensor, licensee or any other party, that is (i) a party to a County Contract, (ii) a bidder in connection with the award of a County Contract, or (iii) a proposed party to a County Contract, but shall not include any Subcontractor.

As used in this Appendix EE the term "County Contractor" shall mean a person or firm who will manage and be responsible for an entire contracted project.

As used in this Appendix EE "Documentation Demonstrating Best Efforts to Obtain Certified Minority or Women-owned Business Enterprises" shall include, but is not limited to the following:

- a. Proof of having advertised for bids, where appropriate, in minority publications, trade newspapers/notices and magazines, trade and union publications, and publications of general circulation in Nassau County and

surrounding areas or having verbally solicited M/WBEs whom the County Contractor reasonably believed might have the qualifications to do the work. A copy of the advertisement, if used, shall be included to demonstrate that it contained language indicating that the County Contractor welcomed bids and quotes from M/WBE Subcontractors. In addition, proof of the date(s) any such advertisements appeared must be included in the Best Effort Documentation. If verbal solicitation is used, a County Contractor's affidavit with a notary's signature and stamp shall be required as part of the documentation.

- b. Proof of having provided reasonable time for M/WBE Subcontractors to respond to bid opportunities according to industry norms and standards. A chart outlining the schedule/time frame used to obtain bids from M/WBEs is suggested to be included with the Best Effort Documentation
- c. Proof or affidavit of follow-up of telephone calls with potential M/WBE subcontractors encouraging their participation. Telephone logs indicating such action can be included with the Best Effort Documentation
- d. Proof or affidavit that M/WBE Subcontractors were allowed to review bid specifications, blue prints and all other bid/RFP related items at no charge to the M/WBEs, other than reasonable documentation costs incurred by the County Contractor that are passed onto the M/WBE.
- e. Proof or affidavit that sufficient time prior to making award was allowed for M/WBEs to participate effectively, to the extent practicable given the timeframe of the County Contract.
- f. Proof or affidavit that negotiations were held in good faith with interested M/WBEs, and that M/WBEs were not rejected as unqualified or unacceptable without sound business reasons based on (1) a thorough investigation of M/WBE qualifications and capabilities reviewed against industry custom and standards and (2) cost of performance. The basis for rejecting any M/WBE deemed unqualified by the County Contractor shall be included in the Best Effort Documentation
- g. If an M/WBE is rejected based on cost, the County Contractor must submit a

list of all sub-bidders for each item of work solicited and their bid prices for the work.

- h. The conditions of performance expected of Subcontractors by the County Contractor must also be included with the Best Effort Documentation
- i. County Contractors may include any other type of documentation they feel necessary to further demonstrate their Best Efforts regarding their bid documents.

As used in this Appendix EE the term "Executive Director" shall mean the Executive Director of the Nassau County Office of Minority Affairs; provided, however, that Executive Director shall include a designee of the Executive Director except in the case of final determinations issued pursuant to Section (a) through (l) of these rules.

As used in this Appendix EE the term "Subcontract" shall mean an agreement consisting of part or parts of the contracted work of the County Contractor.

As used in this Appendix EE, the term "Subcontractor" shall mean a person or firm who performs part or parts of the contracted work of a prime contractor providing services, including construction services, to the County pursuant to a county contract. Subcontractor shall include a person or firm that provides labor, professional or other services, materials or supplies to a prime contractor that are necessary for the prime contractor to fulfill its obligations to provide services to the County pursuant to a county contract. Subcontractor shall not include a supplier of materials to a contractor who has contracted to provide goods but no services to the County, nor a supplier of incidental materials to a contractor, such as office supplies, tools and other items of nominal cost that are utilized in the performance of a service contract.

Provisions requiring contractors to retain or submit documentation of best efforts to utilize certified subcontractors and requiring Department head approval prior to subcontracting shall not apply to inter-governmental agreements. In addition, the tracking of expenditures of County dollars by not-for-profit corporations, other municipalities, States, or the federal government is not required.

Appendix L

Certificate of Compliance

In compliance with Local Law 1-2006, as amended (the "Law"), Contractor hereby certifies the following:

1. The chief financial officer of Contractor is:

William Pedersen (Name)

1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (Address)

206-504-5601 (Telephone Number)

2. The Contractor agrees to either (1) comply with the requirements of the Nassau County Living Wage Law or (2) as applicable, obtain a waiver of the requirements of the Law pursuant to section 9 of the Law. In the event that the Contractor does not comply with the requirements of the Law or obtain a waiver of the requirements of the Law, and such Contractor establishes to the satisfaction of the Department that at the time of execution of this Agreement, it had a reasonable certainty that it would receive such waiver based on the Law and Rules pertaining to waivers, the County will agree to terminate the contract without imposing costs or seeking damages against the Contractor
3. In the past five years, Contractor _____ has X has not been found by a court or a government agency to have violated federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If a violation has been assessed against the Contractor, describe below:

4. In the past five years, an administrative proceeding, investigation, or government body-

initiated judicial action _____ has X has not been commenced against or relating to the Contractor in connection with federal, state, or local laws regulating payment of wages or benefits, labor relations, or occupational safety and health. If such a proceeding, action, or investigation has been commenced, describe below:

5. Contractor agrees to permit access to work sites and relevant payroll records by authorized County representatives for the purpose of monitoring compliance with the Living Wage Law and investigating employee complaints of noncompliance.

I hereby certify that I have read the foregoing statement and, to the best of my knowledge and belief, it is true, correct and complete. Any statement or representation made herein shall be accurate and true as of the date stated below.

12/31/2012
Dated

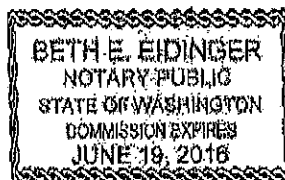
[Signature]
Signature of Chief Financial Officer

William Spadone
Name of Chief Financial Officer

Sworn to before me this

31st day of December, 2012.

Beth E. Eiding
Notary Public



Milliman, Inc. Directors & Officers – 5/3/2012

	<u>Title</u>	<u>Name</u>	<u>Business Address</u>
	Director	Brian Z. Brown +1 262 784 2250	15800 Bluemound Road, Suite 400 Brookfield, WI 53005-6069
	Practice Director Employee Benefits	Lance M. Burma +1 952 897 5300	8500 Normandale Lake Blvd., Suite 1850 Minneapolis, MN 55437-3830
Officer	Chief Legal Officer Assistant Corporate Secretary	Mary C. Clare +1 206 504 5736	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	VP & Chief Marketing Officer	Pamela A. Cone +1 206 504 5626	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	Director	John W. Ehrhardt +1 646 473 3000	One Pennsylvania Plaza, 38 th Floor New York, NY 10119
	President, CEO & Director	Patrick J. Grannan +1 206 504 5737	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Controller	Patrick P. Hendrickson +1 206 504 5574	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	Director	Jeffrey M. Higgins +1 503 227 0634	111 SW Fifth Avenue, Suite 3700 Portland, OR 97204-3604
Officer	Chief Risk Officer	Gary R. Josephson +1 262 784 2250	15800 Bluemound Road, Suite 400 Brookfield, WI 53005-6069
	Practice Director Casualty	Robert J. Meyer +1 646 473 3000	One Pennsylvania Plaza, 38 th Floor New York, NY 10119
	Director	Kenneth P. Mungan +1 312 726 0677	71 South Wacker Drive, 31 st Floor Chicago, IL 60606
Officer	Sr. VP & Chief Financial Officer	William S. Pedersen +1 206 504 5601	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Sr. VP & Corporate Secretary	Brian S. Pollack +33 1 4299 7414	14 rue Pergolèse 750116 Paris, France
	Practice Director Health	Clark E. Slipper +1 262 784 2250	15800 Bluemound Road, Suite 400 Brookfield, WI 53005-6069
	Chairman	Bradley M. Smith +1 214 863 5101	10000 N. Central Expressway, #1500 Dallas, TX 75231-4177
	Director	Thomas D. Snook +1 480 348 9020	15333 N. Pima Road, Suite 375 Scottsdale, AZ 85260
Officer	VP & Chief Technology Officer	David B. Swan +1 206 504 5525	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
Officer	Treasurer	Martin B. Warr +1 206 504 5806	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	President Elect	Stephen A. White +1 206 504 5528	1301 Fifth Avenue, Suite 3800 Seattle, WA 98101-2635
	Practice Director Life	Bruce W. Winterhof +1 312 726 0677	71 South Wacker Drive, 31 st Floor Chicago, IL 60606