



Certified: --

E-13-24

FILED WITH THE NASSAU COUNTY CLERK OF
THE LEGISLATURE JANUARY 26, 2024 4:15PM

NIFS ID: CLCO23000007

Capital:

Contract ID #: CQCO21000001

NIFS Entry Date: 12/12/2023

Department: Comptroller

Service: Actuarial Services

Term: from 01/01/2023 to 12/31/2023

Contract Delayed: X

| | | |
|---|--------------|------------|
| Slip Type: Amendment | | |
| CRP: | | |
| Time Extension: | | |
| Addl. Funds: | | |
| Blanket Resolution: | | |
| Revenue: | Federal Aid: | State Aid: |
| Vendor Submitted an Unsolicited Solicitation: | | |

| | |
|---|------------|
| 1) Mandated Program: | Yes |
| 2) Comptroller Approval Form Attached: | Yes |
| 3) CSEA Agmt. & 32 Compliance Attached: | No |
| 4) Significant Adverse Information Identified? (if yes, attach memo): | No |
| 5) Insurance Required: | Yes |

| | |
|--|-----------------------|
| Vendor/Municipality Info: | |
| Name: Milliman, Inc. | ID#: 910675641 |
| Main Address: 1301 Fifth Avenue, Suite 3800 Seattle, WA 98101 | |
| Main Contact: Richard Gordon | |
| Main Phone: (610) 975-8968 | |

| |
|---|
| Department: |
| Contact Name: Charlie Casolaro |
| Address: 240 Old Country Road Second Floor Mineola, New York 11501 |
| Phone: (516) 571-3249 |
| Email: ccasolaro@nassaucountyny.gov |

Contract Summary

Purpose: This is an amendment for the continued Actuarial Services to meet the requirements of the Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No. 75, Accounting and Financial Reporting for Post-employment Benefits other than Pensions (GASB 74 and GASB 75, respectively).

Procurement History: RFP was issued on June 8, 2020. Five proposals were received and evaluated. The proposals were scored and ranked. As a result of the ranking, Milliman, Inc. was selected.

Description of General Provisions: To provide full actuarial valuations to comply with any, and all applicable GASB standards, including but not limited to, GASB 75; prepare a full valuation of the County's share of the post-employment liability related to the Nassau County Health Care Corporation (NHCC) retirees who had been working for the County prior to the NHCC converting to a

public benefit corporation; compute, on an actuarial basis, the liability facing the County, of open workers compensation claims; and, other related and similar type services.

Impact on Funding / Price Analysis: \$10,433.50

Change in Contract from Prior Procurement: N/A

Method of Source Selection:

☒ Contract amendment, extension, or renewal

Contract originally executed on: 02/16/2021

Original procurement method: Request for Proposals (RFP)

MWBE Participation:

☒ Participation of Minority-owned and Women-owned Business Enterprises 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 by the Comptroller's Office prior to the approval of claim vouchers. [Note: This box must be checked.]

☒ Vendor will not require any subcontractors.

Contractor is a (check all that apply):

☐ MWBE

☐ SDVOB

Recommendation: Approve as Submitted

Advisement Information

| Fund | Control | Resp. Center | Object | Index Code | Sub Object | Budget Code | Line | Amount |
|------|---------|--------------|--------|------------|------------|-----------------|-------------|-------------|
| GEN | 10 | 1200 | DE | COGEN1200 | DE503 | COGEN1200 DE503 | 04 | \$10,433.50 |
| | | | | | | TOTAL | \$10,433.50 | |

| Additional Info | |
|---------------------|--|
| Blanket Encumbrance | |
| Transaction | |
| | |
| Renewal | |
| % Increase | |
| % Decrease | |

| Funding Source | Amount |
|-------------------|-------------|
| Revenue Contract: | |
| County | \$10,433.50 |
| Federal | \$0.00 |
| State | \$0.00 |
| Capital | \$0.00 |
| Other | \$0.00 |
| Total | \$10,433.50 |

Routing Slip

| Department | | | |
|---------------------------------|----------------------|--------------------|-------------|
| NIFS Entry | Jeff Schoen | 01/04/2024 05:16PM | Approved |
| NIFS Final Approval | Jeff Schoen | 01/05/2024 01:08PM | Approved |
| Final Approval | Jeff Schoen | 01/11/2024 02:29PM | Approved |
| County Attorney | | | |
| Approval as to Form | Thomas Montefinise | 01/11/2024 03:14PM | Approved |
| RE & Insurance Verification | Andrew Amato | 01/11/2024 02:39PM | Approved |
| NIFS Approval | Mary Nori | 01/11/2024 03:16PM | Approved |
| Final Approval | Mary Nori | 01/11/2024 03:16PM | Approved |
| OMB | | | |
| NIFS Approval | Nadiya Gumieniak | 01/11/2024 02:37PM | Approved |
| NIFA Approval | Irfan Qureshi | 01/11/2024 02:51PM | Approved |
| Final Approval | Irfan Qureshi | 01/11/2024 02:51PM | Approved |
| Compliance & Vertical DCE | | | |
| Procurement Compliance Approval | Andrew Levey | 01/18/2024 11:32AM | Approved |
| DCE Compliance Approval | Robert Cleary | 01/26/2024 12:34PM | Approved |
| Vertical DCE Approval | Arthur Walsh | 01/26/2024 04:02PM | Approved |
| Final Approval | Arthur Walsh | 01/26/2024 04:02PM | Approved |
| Legislative Affairs Review | | | |
| Final Approval | Eleftherios Sempepos | 01/26/2024 04:11PM | Approved |
| Legislature | | | |
| Final Approval | | | In Progress |
| Comptroller | | | |
| Claims Approval | | | Pending |
| Legal Approval | | | Pending |

| | | | |
|----------------------------|--|--|---------|
| Accounting / NIFS Approval | | | Pending |
| Deputy Approval | | | Pending |
| Final Approval | | | Pending |
| NIFA | | | |
| NIFA Approval | | | Pending |

RULES RESOLUTION NO. - 2024

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 THE NASSAU COUNTY COMPTROLLER, AND MILLIMAN, INC.

WHEREAS, the County negotiated an amendment to a personal services agreement with Milliman, Inc. to meet the requirements of the Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards and other related 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 authorizes the County Executive to execute the said amendment to the agreement with Milliman, Inc.

AMENDMENT NO. 1

This **AMENDMENT**, (together with the schedules, appendices, attachments and exhibits, if any, this "Agreement"), dated as of the date (the "Effective Date") that this Amendment 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 the Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Milliman, Inc., having its principal office at 1301 Fifth Avenue, Suite 3800, Seattle, WA 98101 (the "Contractor").

WITNESSETH:

WHEREAS, pursuant to County contract number CQCO21000001 between the County and the Contractor, executed on behalf of the County on February 26, 2021, the Contractor provides actuarial services to meet the requirements of the Government Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No. 75, accounting and financial reporting for Post-Employment Benefits other than pensions (GASB 74 and GASB 75, respectively; and

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 promises and mutual covenants contained in this Amendment, the parties agree as follows:

1. Payment. Pursuant to this first amendment, and the additional services clause contained within the Original Agreement, the maximum amount contained within the Original Agreement to be paid to the Contractor as full consideration of the Contractor's services shall be increased from the sum of \$353,500.00 to \$363,933.50, adding the sum of \$10,433.50 to the maximum amount of the contract.
2. 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 remainder of the Amended Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

MILLIMAN, INC.

By: Richard L. Gordon
Name: Richard L. Gordon
Title: Principal and Consulting Actuary
Date: 1/21/2024

NASSAU COUNTY

By: _____
Name: _____
Title: _____
Date: _____

PLEASE EXECUTE IN BLUE INK

ACKNOWLEDGMENT

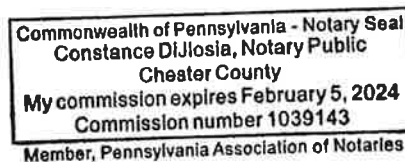
STATE OF PENNSYLVANIA)

COUNTY OF ^{Charter}BUCKS^{)ss.:}

On the 2nd day of January in the year 2024 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 and Consulting Advisor of Milliman, 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.

Constance Difrosi

NOTARY PUBLIC



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 the 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



Nassau County Interim Finance Authority

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

1. Vendor: Milliman, Inc.

2. Amount requiring NIFA approval: \$10,433.50

Amount to be encumbered: \$10,433.50

Slip Type: 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: 01/01/2023 to 12/31/2023

Has work or services on this contract commenced? No

If yes, please explain:

4. Funding Source:

| | | |
|--------------------------------|-----|------------------|
| General Fund (GEN) | X | Grant Fund (GRT) |
| Capital Improvement Fund (CAP) | | Other |
| Federal % | 0 | |
| State % | 0 | |
| County % | 100 | |

Is the cash available for the full amount of the contract? Yes

If not, will it require a future borrowing? No

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

This is an amendment for the continued Actuarial Services to meet the requirements of the Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74 and No. 75, Accounting and Financial Reporting for Post-employment Benefits other than Pensions (GASB 74 and GASB 75, respectively).

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

Nassau County Attorney as to form Yes

Nassau County Committee and/or Legislature

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:

| Contract ID | Posting Date | Amount Added in 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.

IQURESHI

01/11/2024

Authenticated User

Date

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.

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

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.

**E-36-21**

Certified:

NIFS ID: CQCO21000001 Department: Comptroller**Capital:**

SERVICE: ACTUARIAL VALUATION SERVICES

Contract ID #: CQCO21000001

NIFS Entry Date: 16-FEB-21

Term: from 01-JAN-21 to 31-DEC-23

| |
|---------------------|
| New |
| Time Extension: |
| Addl. Funds: |
| Blanket Resolution: |
| RES# |

| | |
|--|---|
| 1) Mandated Program: | N |
| 2) Comptroller Approval Form Attached: | Y |
| 3) CSEA Agmt. § 32 Compliance Attached: | Y |
| 4) Material Adverse Information Identified? (if yes, attach memo): | N |
| 5) Insurance Required | Y |

| | |
|---|--------------------------------|
| Vendor Info: | |
| Name: Milliman, Inc. | Vendor ID#: 910675641 |
| Address: 1550 Liberty Ridge Drive Suite 200 Wayne, PA 19087 | Contact Person: Richard Gordon |
| | Phone: (610) 975-8968 |

| |
|--|
| Department: |
| Contact Name: Sergio A. Blanco |
| Address: 240 Old Country Road, Mineola, NY |
| Phone: 516-571-2854 |

Routing Slip

| | | |
|---------------------|----------------------------------|--------------------------------|
| Department | NIFS Entry: X | 18-FEB-21 -- VMARKERT |
| Department | NIFS Approval: X | 18-FEB-21 -- KBRANDEAU |
| DPW | Capital Fund Approved: | |
| OMB | NIFA Approval: X | 01-MAR-21 -- IQURESHI |
| OMB | NIFS Approval: X | 19-FEB-21 -- NGUMIENIAK |
| County Atty. | Insurance Verification: X | 19-FEB-21 -- DGRIPPO |

| | | |
|--------------|---------------------|------------------------|
| County Atty. | Approval to Form: X | 18-FEB-21 -- DGREGWARE |
| CPO | Approval: X | 08-MAR-21 -- KOHAGEN |
| DCEC | Approval: X | 09-MAR-21 -- JCHIARA |
| Dep. CE | Approval: X | 10-MAR-21 -- HWILLIAMS |
| Leg. Affairs | Approval/Review: X | 12-MAR-21 -- JSCHANTZ |
| Legislature | Approval: X | 13-APR-21 -- CALBERT |
| Comptroller | Deputy: X | 13-APR-21 -- JSCHOEN |
| NIFA | NIFA Approval: X | 14-APR-21 -- KSTELLA |

Contract Summary

| |
|---|
| Purpose: This is an agreement with Milliman, Inc. to meet the requirements of Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74, and 75, Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions (GASB 74, and GASB 75, respectively). |
| Method of Procurement: RFP |
| Procurement History: The Contract was entered into after a written request for proposals was issued on June 8, 2020. Potential proposers were made aware of the availability of the RFP by advertisement in Newsday and the NYS Contract Reporter, posting on industry websites, via email to interested parties and by publication on the County procurement website. Proposals were due on July 31, 2020. 5 proposals were received and evaluated. The evaluation committee consisted of: five employees from the Comptroller's Office, four of whom were voting members and 1 employee from the County Executive's Office who was a voting member. The proposals were scored and ranked. As a result of the scoring and ranking, Milliman, Inc. was selected. |
| Description of General Provisions: To provide full actuarial valuations to comply with any, and all applicable GASB Standards, including but not limited to, GASB 75; Prepare a full valuation of the County's share of the post-employment liability related to the Nassau Health Care Corporation (NHCC) retirees who had been working for the County prior to the NHCC converting to a public benefit corporation; Compute, on an actuarial basis, the liability facing the County, of open workers compensation claims; among other related services. |
| Impact on Funding / Price Analysis: First year encumbrance and maximum amount is \$62,200; The average annual contract amount is \$70,700, which is 27% lower than the last time such services were procured. The maximum amount is \$353,500. |
| Change in Contract from Prior Procurement: New contract |
| Recommendation: (approve as submitted) Approve as Submitted |

Advisement Information

| BUDGET CODES | | FUNDING SOURCE | AMOUNT | LINE | INDEX/OBJECT CODE | AMOUNT |
|--------------|-------|----------------|--------------|------|-------------------|--------------|
| Fund: | GEN | Revenue | | 1 | COGEN1200-DE503 | \$ 62,200.00 |
| Control: | CO | Contract: | | | | \$ 0.00 |
| Resp: | 1200 | County | \$ 62,200.00 | | | \$ 0.00 |
| Object: | DE503 | Federal | \$ 0.00 | | | \$ 0.00 |
| Transaction: | 103 | State | \$ 0.00 | | | \$ 0.00 |
| Project #: | | Capital | \$ 0.00 | | | \$ 0.00 |
| Detail: | | Other | \$ 0.00 | | | \$ 0.00 |

| | | | | | | |
|------------|--|-------|--------------|--|-------|--------------|
| RENEWAL | | TOTAL | \$ 62,200.00 | | | \$ 0.00 |
| % Increase | | | | | TOTAL | \$ 62,200.00 |
| % Decrease | | | | | | |

RULES RESOLUTION NO. – 2021

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

WHEREAS, the County has negotiated 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 authorizes the County Executive to execute the said 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: \$353500

Amount to be encumbered: \$62200

This is a New

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: 1/1/2021-12/31/2023

Has work or services on this contract commenced? Y ☐

If yes, please explain: In order to meet GASB requirements vendor has begun discussions with County staff to identify needed information for the contracted services

4. Funding Source:

| | | |
|--------------------------------|------------------|--------------|
| X General Fund (GEN) | Grant Fund (GRT) | Federal % 0 |
| Capital Improvement Fund (CAP) | | State % 0 |
| Other | | County % 100 |

Is the cash available for the full amount of the contract? Y

If not, will it require a future borrowing? N

Has the County Legislature approved the borrowing? N/A

Has NIFA approved the borrowing for this contract? N/A

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

To meet the requirements of Governmental Accounting Standards Board (GASB) Statements and comply with any, and all other, applicable GASB Standards, including but not limited to, No. 74, and 75, and Accounting and Financial Reporting for Post-employment Benefits Other Than Pensions (GASB 74, and GASB 75, respectively).

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

Nassau County Attorney as to form Y

Nassau County Committee and/or Legislature

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:

| Contract ID | Date | Amount |
|-------------|------|--------|
| | | |

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.

IQURESHI

01-MAR-21

Authenticated User

Date

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

Authenticated User

Date

NIFA

Amount being approved by NIFA:

Payment is not guaranteed for any work commenced prior to this approval.

Authenticated User

Date

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.

CONTRACT 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 the Nassau County Comptroller (the "Comptroller" or the "Office"), having its principal office at 240 Old Country Road, Mineola, New York 11501, and (ii) Milliman, Inc., having its principal office at 1550 Liberty Ridge Drive, Suite 200, Wayne, Pennsylvania 19087 (the "Contractor").

W I T N E S S E T H:

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; and

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 promises and mutual covenants contained in this Agreement, the parties agree as follows:

1. Term. This Agreement shall begin on January 1, 2021 and terminate on December 31, 2023, unless sooner terminated in accordance with the provisions of this Agreement. The Office shall have an option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2024 through December 31, 2024, for completion of the Services (as defined below). In the event the Office exercises said option, it shall then have a second option to renew this Agreement for one (1) additional year, covering the time period from January 1, 2025 through December 31, 2025, for completion of the Services (as defined below). The Office shall exercise such renewal options by written notice thereof to the Contractor. All renewal options shall be at the sole discretion of the Office, unless sooner terminated in accordance with the provisions of this Agreement.

2. Services. (a) The services to be provided by the Contractor under this Agreement shall consist of assisting the Office in its preparation of its Comprehensive Annual Financial Reports ("CAFR"), including, but not necessarily limited to, the specific services listed below as well as in the following exhibits, which are attached to and incorporated into this Agreement by reference; Exhibit A: RFP, Exhibit B: Contractor's Proposal in response to the RFP, dated July 31, 2020, as modified by Exhibit C: the Contractor's Best and Final Offer letter, dated November 23, 2020 ("Services"):

A. Services for the generation and issuance of Other Post-Employment Benefits ("OPEB") report(s)

- i. Prepare full actuarial valuations to comply with all applicable Governmental Accounting Standards Board ("GASB") Standards, such as GASB Standard No. 75, every two (2) years and prepare roll-forward interim valuations for the intervening years. (**Please note** that the 2020, 2022, and 2024 valuations will be interim, and 2021 and 2023 will be full valuations).
- ii. Prepare a full valuation of the County's share of the post-employment liability related to the Nassau Health Care Corporation ("NHCC") retirees who had been working for the County prior to the NHCC converting to a public benefit corporation, every three

(3) years beginning with 2020. This is a separate liability calculation not to be included in the OPEB report but reported in a separate report.

- iii. Provide other related services in support of the County, the Nassau County Interim Finance Authority ("NIFA"), Nassau Off-Track Betting Corporation ("OTB") or the Nassau Community College ("NCC"), as requested.
- iv. Provide valuation reports to meet the requirements all applicable GASB Standards, such as GASB Statement No. 75, with separate reports provided for the County, NCC, OTB and NIFA.
- v. The selected actuary is expected to assess the reasonableness of each of the assumptions used by the County for financial reporting in accordance with all applicable GASB Standards, such as GASB Statement No. 75, and include that assessment in any prepared report.
- vi. Provide certification that the valuation was conducted in accordance with all applicable GASB Standards, such as GASB Statement No. 75.
- vii. Provide estimates of future expenses on an annual basis as requested.
- viii. Respond to any requests from the County's, NIFA's, OTB's or NCC's external independent auditors.
- ix. Assist the County, NIFA, OTB or NCC in responding to data requests from other government agencies and any other interested parties.
- x. Attend meetings, as requested, to discuss the reports and related issues.
- xi. Provide a brief summary of standards regarding the confidentiality of the participant data recovery plans in case of a data loss.
- xii. Provide a brief description of reports and the format in which they would be available (samples, if applicable).
- xiii. Provide a complete listing of dates required to comply with all applicable GASB Standards.

B. Workers' Compensation Liability

- i. Compute, on an actuarial basis, the liability facing the County, of open workers' compensation claims using data provided by the County or its third-party administrator.
- ii. Compute, on an actuarial basis, the liability facing the NCC, of open workers' compensation claims using data provided by the NCC, the County or its third-party administrator.
- iii. Respond to any requests from the County's or NCC's external independent auditors.

- iv. Assist the County and NCC in responding to data requests from other government agencies and any other interested parties.
- v. Work with the County's third-party administrator, as needed.

3. Payment. (a)(I) Except as otherwise provided in Section 3(a)(II) and Section 3(a)(IV) hereof, the maximum amount to be paid to the Contractor as full consideration for the Contractor's Services under this Agreement, including during any extensions of the Agreement, as provided above, shall be subject to encumbrance and payable in accordance with the pricing structure set forth as follows:

A. GASB Statement No. 75 (Nassau County and Related Entities)

| <u>Fiscal Year Ending</u> | <u>Flat Fee</u> |
|---------------------------|---------------------------------------|
| 12/31/2020 | \$14,500 |
| 12/31/2021 | \$57,500 |
| 12/31/2022 | \$14,500 |
| 12/31/2023 | \$57,500, if renewal option exercised |
| 12/31/2024 | \$14,500, if renewal option exercised |

B. NHCC Only

| <u>Fiscal Year Ending</u> | <u>Flat Fee</u> |
|---------------------------|---------------------------------------|
| 12/31/2020 | \$14,500 |
| 12/31/2021 | n/a |
| 12/31/2022 | n/a |
| 12/31/2023 | \$14,500, if renewal option exercised |
| 12/31/2024 | n/a |

C. Workers' Compensation Liability

| <u>Fiscal Year Ending</u> | <u>Flat Fee</u> |
|---------------------------|---------------------------------------|
| 12/31/2020 | \$33,200 |
| 12/31/2021 | \$33,200 |
| 12/31/2022 | \$33,200 |
| 12/31/2023 | \$33,200, if renewal option exercised |
| 12/31/2024 | \$33,200, if renewal option exercised |

II. The parties acknowledge that the maximum annual amount of compensation for the Services rendered by the Contractor during the term of this Agreement shall not exceed the amounts listed above unless this Agreement is amended to include additional funds or for a continuation of services beyond the term of this Agreement. Contractor agrees that this compensation includes reimbursement for Contractor's travel time and expenses and for all other costs incidental to the Services to be provided by Contractor under this Agreement, including but not limited to, attending meetings at the Comptroller's Office and providing testimony at the Nassau County Legislature, in connection with this Agreement.

III. Partial progress payments are authorized at the discretion of the Office.

IV. If there is a change (i) in the scope of Services or any agreed-upon additional audit-related services to be provided under this Agreement, or (ii) in any circumstance with respect to this Agreement (or any attachments hereto) ("Additional Services"), the parties shall negotiate in good faith to make an equitable adjustment to the rates set forth in Section 3(IV)(b) and the maximum amounts set forth in Section 3(a) and incorporate said adjustments into written contract amendments.

a. Should the need for any such Additional Services be identified by the Contractor, it shall be the Contractor's responsibility to inform Deputy Comptroller Kim Brandeau, or her successor as designated by the County Comptroller, as soon as possible, in writing. Further, it is expressly understood that the County shall not be liable for any such additional expenses without having first granted its expressed authority in a written agreement which has received all required County approvals, third party approvals and other governmental approvals, including, if required, approval by the County Legislature and the Nassau Interim Finance Authority.

b. Any additional services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at the following hourly rate(s):

i.

| Title | Hourly Rate |
|---------------------------|-------------|
| Lead Consultant | \$450 |
| Secondary Lead Consultant | \$400 |
| Valuation Manager | \$325 |
| Actuarial Production Team | \$135 |

ii. Any additional worker's compensation services requested by the County and agreed to by the Contractor pursuant to this Agreement shall be billed at the following hourly rate(s):

| Title | Hourly Rate |
|------------------|-------------|
| Chris Tait, FCAS | \$450 |
| Bill Vogan, ACAS | \$305 |
| Actuarial Staff | \$225-240 |

(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 Comptroller or his or her duly designated representative.

(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, disclosure of information and vendor registration 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, the occurrence of which shall be 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 remains the sole property of the County and shall be used and disclosed solely for the purpose of performance and administration of the Agreement 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) Prohibition of Gifts. In accordance with County Executive Order 2-2018, the Contractor shall not offer, give, or agree to give anything of value to any County employee, agent, consultant, construction manager, or other person or firm representing the County (a "County Representative"), including members of a County Representative's immediate family, in connection with the performance by such County Representative of duties involving transactions with the Contractor on behalf of the County, whether such duties are related to this Agreement or any other County contract or matter. As used herein, "anything of value" shall include, but not be limited to, meals, holiday gifts, holiday baskets, gift cards, tickets to golf outings, tickets to sporting events, currency of any kind, or any other gifts, gratuities, favorable opportunities or preferences. For purposes of this subsection, an immediate family member shall include a spouse, child, parent, or sibling. The Contractor shall include the provisions of this subsection in each subcontract entered into under this Agreement.

(e) Disclosure of Conflicts of Interest. In accordance with County Executive Order 2-2018, the Contractor has disclosed as part of its response to the County's Business History Form, or other disclosure form(s), any and all instances where the Contractor employs any spouse, child, or parent of a County employee of the agency or department that contracted or procured the goods and/or services described under this Agreement. The Contractor shall have a continuing obligation, as circumstances arise, to update this disclosure throughout the term of this Agreement.

(f) Vendor Code of Ethics. By executing this Agreement, the Contractor hereby certifies and covenants that:

- (i) The Contractor has been provided a copy of the Nassau County Vendor Code of Ethics issued on June 5, 2019, as may be amended from time to time (the "Vendor Code of Ethics"), and will comply with all of its provisions;
- (ii) All of the Contractor's Participating Employees, as such term is defined in the Vendor Code of Ethics (the "Participating Employees"), have been provided a copy of the Vendor Code of Ethics prior to their participation in the underlying procurement;
- (iii) All Participating Employees have completed the acknowledgment required by the Vendor Code of Ethics;
- (iv) The Contractor will retain all of the signed Participating Employee acknowledgements for the period it is required to retain other records pertinent to performance under this Agreement;
- (v) The Contractor will continue to distribute the Vendor Code of Ethics, obtain signed Participating Employee acknowledgments as new Participating Employees are added or changed during the term of this Agreement, and retain such signed acknowledgments for the period the Contractor is required to retain other records pertinent to performance under this Agreement; and
- (vi) The Contractor has obtained the certifications required by the Vendor Code of Ethics from any subcontractors or other lower tier participants who have

participated in procurements for work performed under this Agreement.

7. Rights to Work. Except as provided below, upon full payment, the Contractor hereby assigns to the County, any and all rights, title and interest, to the materials first created by the Contractor specifically for the County hereunder and required to be delivered to the County by virtue of their description or specification as a deliverable in this Agreement (the "Deliverables"). The Deliverables may also include any data, modules, components, designs, utilities, subsets, objects, program listings, tools, models, methodologies, programs, systems, analysis frameworks, leading practices, and specifications (collectively, "Technical Elements") owned or developed by the Contractor prior to, or independently from, its engagement hereunder or created by the Contractor in connection with its engagement hereunder. The Contractor retains exclusive ownership right, title and interest, including, without limitation, all rights under all copyright, patent and other intellectual property laws, in and to all Technical Elements. Accordingly, to the extent that any such Technical Elements are integrated into any Deliverables, the Contractor hereby grants to the County, a perpetual, worldwide, non-exclusive, paid-up license to use such Technical Elements in connection with the Deliverables and copy and modify such Technical Elements as integrated into such Deliverables. Notwithstanding the above, Contractor's workpapers shall remain the sole property of the Contractor

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 the best practices 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 in Section 15, the Contractor shall be solely responsible for and shall indemnify and hold harmless the County, the Office and its officers, employees, and agents (the "Indemnified Parties") from and against any and all third party claims and the associated liabilities, losses, costs, expenses (including, without limitation, 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.

(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 Office 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. Insurance. (a) Types and Amounts. The Contractor shall obtain and maintain throughout the term of this Agreement, at its 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 (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) 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 limit liability of not less than One Million Dollars (\$1,000,000.00) per claim (iii) compensation insurance for the benefit of the Contractor's employees ("Workers' Compensation Insurance"), 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.

(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 which is (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 Office. 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 Office of the same and deliver to the Office 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.

11. 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.

12. 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 County Comptroller or his or her designee, 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 Office of the Nassau County Attorney on the same day that notice is given to the County Comptroller.

(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 the Contractor's responsibilities under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

13. 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 applicable provisions of the Code of Federal Regulations, 2 C.F.R. Part 200, as may be amended. Such Records shall at all times be available for audit and inspection by the Comptroller, 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.

14. 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 Office 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.

(b) Time Limitation. Such action or special proceeding is commenced within the earlier of (i) one (1) year of the first to occur of (A) final payment under or the termination of this Agreement, and (B) the accrual of the cause of action, and (ii) the time specified in any other provision of this Agreement.

15. Liability. (a) The Contractor is and shall remain primarily liable for the successful completion of all work in accordance with 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.

(b) In the event of any claim arising from services provided by Contractor at any time, the total liability of Contractor, its officers, directors, agents and employees to County shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought, including negligence, tort, contract, or otherwise. 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 the Contractor.

16. 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 County's auditor, or as required by law, including, but not limited to, FOIL requests as provided for in section 6(c) above, 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 16 is not intended to restrict the County from sharing information generated by Contractor under this Agreement with third parties for its own municipal needs, provided that the County does not forward Contractor's complete work product and does not attribute the information shared to Contractor.

17. 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.

18. 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.

19. 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 Office, to the attention of Deputy Comptroller Kim Brandeau, or her successor, at the address specified above for the Office, (ii) 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.

20. All Legal Provisions Deemed Included; Severability; Supremacy.

(a) If any contractual provision required by Law is not inserted or referenced or is not inserted or referenced in correct form then the parties agree following each party's review of the applicable provision and mutual agreement that the omitted provision be included such provision shall be deemed inserted into or referenced by this Agreement for purposes of interpretation. If either party does not agree to the inclusion of the omitted provision, the other party may terminate this Agreement pursuant to Section 12(a)(iii).

(b) In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, 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 following order of priority shall apply, starting with first priority and ending with last priority:

- A. Terms and conditions set forth above the signature page of this Agreement;
- B. Appendix EE: Equal Employment Opportunities for Minorities and Women; and Appendix L: Certificate of Compliance (Nassau County Living Wage Law);
- C. Exhibit A: RFP;
- D. Exhibit C: Contractor's Best and Final Offer Letter;
- E. Exhibit B: Contractor's Proposal.

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.

21. 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.

22. Administrative Service Charge. The Contractor agrees to pay the County an administrative service charge of Five Hundred Thirty-Three dollars (\$533.00) for the processing of this Agreement pursuant to Ordinance Number 74-1979, as amended by Ordinance Numbers 201-2001, 128-2006, and 153-2018. The administrative service charge shall be due and payable to the County by the Contractor upon signing this Agreement.

23. 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, third party approvals and other governmental 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.

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

[Remainder of Page Intentionally Left Blank.]

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

MILLIMAN

By: Richard L. Gordon
Name: RICHARD L. GORDON
Title: Principal & Consulting Actuary
Date: 1/28/2021

NASSAU COUNTY

By: Helena Williams
Name: Helena Williams
Title: ☒ County Executive
☐ Deputy County Executive
Date: 4/16/21

PLEASE EXECUTE IN BLUE INK

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

On the 28th day of January in the year 2021 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 and Controlling Agent of Milliman, 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.

Constance DiJiosia
NOTARY PUBLIC

Commonwealth of Pennsylvania - Notary Seal
Constance DiJiosia, Notary Public
Chester County
My commission expires February 5, 2024
Commission number 1039143
Member, Pennsylvania Association of Notaries

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

On the 16 day of April in the year 2021 before me personally came
Helene Williams to me personally known, who, being by me duly sworn, did
depose and say that he or she resides in the County of Nassau; that he or she is the
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

[Signature]

LAURA J VIGLIOTTI
NOTARY PUBLIC STATE OF NEW YORK
LIC. #01V18190782
COMM. EXP. 08/04/2024
COMMISSIONED IN NASS COUNTY

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 Office 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 arbitrator's 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.

Hon. Elaine Phillips
Nassau County Comptroller

Charles J. Casolaro
Chief Counsel



OFFICE OF THE NASSAU COUNTY COMPTROLLER
240 Old Country Road
Mineola, New York 11501
Tel: (516) 571-2386 Fax: (516) 571-5900
nccomptroller@nassaucountyny.gov

November 29, 2023

Delivery by e-mail: rick.gordon@milliman.com

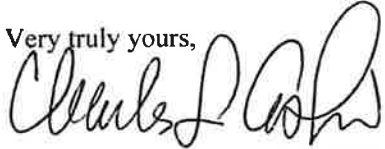
Richard L. Gordon, FSA, MAAA, EA
Principal and Consulting Actuary
Milliman
801 Cassatt Road, Suite 111
Berwyn, PA 19312

Re: Extension of Contract Services

Dear Mr. Gordon:

Pursuant to that certain Contract for Services between the County of Nassau and Milliman, Inc. ("Agreement"), dated April 16, 2021, the County hereby exercises the first renewal option to extend the term of the Agreement to include the period of time from January 1, 2024 to December 31, 2024.

Thank you.

Very truly yours,

CHARLES J. CASOLARO, ESQ.

CJC/

cc: Elizabeth Hill
Deputy Comptroller
Office of the Nassau County Comptroller



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?

YES ☐ NO ☒ If yes, to what campaign committee?

Electronically signed and certified at the date and time indicated by:

Richard L Gordon [RICK.GORDON@MILLIMAN.COM]

Dated: 12/01/2023 01:56:43 pm

Vendor: Milliman, Inc.

Title: Principal and Consulting Actuary

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.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

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

Date: 12/01/2023

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

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

City: Seattle State/Province/
Territory: WA Zip/Postal
Code: 98101

Country: US

3) Mailing Address (if different): _____

City: _____ State/Province/
Territory: _____ Zip/Postal
Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? Rent If other, please provide details:

4) Dun and Bradstreet number: 058535434

5) Federal I.D. Number: 91-0675641

6) The proposer is a: Corporation (Describe) _____

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

YES ☐ NO ☒ If yes, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☒ If yes, please provide details:

- 9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☒ If yes, please 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 ☒ 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 ☒ 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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 ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

b) Any misdemeanor charge pending?

YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If yes, provide details for each such investigation, an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ 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.

17 Conflict of Interest:

a) Please disclose any conflicts of interest as outlined below. NOTE: If no conflicts exist, please expressly state "No conflict exists."

(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 on behalf of Nassau County.

No conflict exists

(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 on behalf of Nassau County.

No conflict exists

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of Nassau County.

No conflict exists

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

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.

Have you previously uploaded the below information under in the Document Vault?

YES [X] NO []

Is the proposer an individual?

YES [] NO [X] Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation;

01/01/1947

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partner. If none, explain.

See attached listing of shareholders. No individual holds more than 10% interest in Milliman.

1 File(s) uploaded: Principal List.pdf

iii) Name, address and position of all officers and directors of the company. If none, explain.

See attached.

1 File(s) uploaded: board and officers.pdf

iv) State of incorporation (if applicable);

WA

v) The number of employees in the firm;

4000

vi) Annual revenue of firm;

1186000000

vii) Summary of relevant accomplishments

See attached pages from proposal.

1 File(s) uploaded: Relevant accomplishments BHF.pdf

viii) Copies of all state and local licenses and permits.

B. Indicate number of years in business.

76

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

See Appendix B of proposal.

1 File(s) uploaded: Capacity BHF.pdf

- 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 | Nassau County | | |
| Contact Person | Lisa Tsikouras | | |
| Address | 240 Old Country Road | | |
| City | Mineola | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (516) 571-0210 | | |
| Fax # | | | |
| E-Mail Address | ltsikouras@nassaucountyny.gov | | |

| | | | |
|----------------|---|--------------------------|----|
| Company | New York City Metropolitan Transportation Authority | | |
| Contact Person | Margaret Connor | | |
| Address | 2 Broadway 20th Floor | | |
| City | New York | State/Province/Territory | NY |
| Country | US | | |
| Telephone | (212) 878-0285 | | |
| Fax # | | | |
| E-Mail Address | mconnor@mtahq.org | | |

| | | | |
|----------------|--|--------------------------|----|
| Company | Southeastern Pennsylvania Transportation Authority | | |
| Contact Person | Jacob Aufschauer | | |
| Address | 1234 Market Street | | |
| City | Philadelphia | State/Province/Territory | PA |
| Country | US | | |
| Telephone | (215) 580-7122 | | |
| Fax # | | | |
| E-Mail Address | jaufschauer@septa.org | | |

I, Richard Gordon , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Richard Gordon , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Name of submitting business: Milliman, Inc.

Electronically signed and certified at the date and time indicated by:
Richard L Gordon RICK.GORDON@MILLIMAN.COM

Principal and Consulting Actuary
Title

12/01/2023 02:37:16 pm
Date

Milliman, Inc. Directors and Officers 03/01/2023

| <u>Name</u> | <u>Title</u> | <u>Milliman Office</u> |
|------------------|--|------------------------|
| Amy Angell | Member at Large | Boston |
| Angela Bolduc | Member at Large | Milwaukee |
| Bret Linton | Global Employee Benefits Practice Director | Boise |
| Dermot Corry | President & CEO | Seattle |
| Ken Mungan | Chairman | Chicago |
| Pedro Alcocer | Member at Large | Tampa |
| Rich Lord | Global Property and Casualty Practice Director | Los Angeles |
| Robert Schmidt | Member at Large | Boise |
| Steve Conwill | Global Life and Financial Services Practice Director | Tokyo |
| Steven Schreiber | Member at Large | New York |
| Tom Snook | Global Health Practice Director | Phoenix |
| Christal Morris | Chief DE&I Officer | Seattle |
| Craig Spangler | Director of Tax | Seattle |
| Dermot Corry | President & CEO | Seattle |
| Hitesh Sachan | Chief Information Officer | Seattle |
| Jeffrey Jones | CISO | Seattle |
| Jim Fulton | Chief Financial Officer | Seattle |
| Ken Mungan | Chairman | Chicago |
| Mary Clare | Chief Legal Officer | Seattle |
| Matt Curtis | Chief Marketing Officer | Seattle |
| Pat Hendrickson | Vice President, Finance & Controller | Seattle |
| Susan Puz | Chief Compliance Officer | Seattle |
| Victoria Gleeson | Chief HR Officer | Dallas |

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (GASB 75)

Project Description and Staffing – GASB 75

Please see the transmittal letter at the beginning of this proposal for Milliman's EIN and the names of parties authorized to discuss and negotiate with the County.

Experience with Clients of Similar Size and Scope

Milliman offers significant expertise with GASB Statements 74 and 75. We have assisted many state and local employers, both with and without trust funds, with meeting the requirements of these and other GASB Statements. Our expertise covers all aspects of valuation and reporting.

Milliman's capacity to provide GASB 75 valuation services to the County is primarily demonstrated by our prior work over the past 8 years. Rick Gordon will continue to serve the County as lead consultant. Rick has assisted the County with the important decisions needed for the transition from GASB 45 to GASB 75, and has been highly involved with the County's auditors during their review of the financial statements. Furthermore, we have previously calculated and are very familiar with the scope of work necessary for the determination of County's portion of the OPEB liability associated with NHCC. Finally, our experience is demonstrated by the number of clients we serve and in particular our familiarity with NYSHIP, both as discussed below.

In addition to our work for Nassau County, we are very familiar with NYSHIP benefits through our GASB 75 valuation the MTA, which includes a consolidated report and also separate results for eight agencies, New York State Homes and Community Renewal, and the Battery Park City Authority. These valuations are led by Scott Porter, who would continue as secondary lead consultant to the County. Rick Gordon and Rebecca Ross are also very experienced with NYSHIP benefits, and are members of the project team for these clients.

The Philadelphia office of Milliman provides actuarial valuation services, GASB reporting, and related system actuarial services such as experience studies and assumption recommendations, plan design analyses, cost projection models and Board testimony, to the following large public sector clients. In addition, Milliman's Philadelphia Employee Benefits Practice is the current actuarial consultant for the County, which we have served since 2012.

| Retirement System | Initial Contract | Members (thousands) | Market Value of Assets (\$ billions) | Accrued Liability (\$ billions) |
|---|------------------|---------------------|--------------------------------------|---------------------------------|
| California State Teachers' Retirement System ² | 1985 | 950 | 211 | 298 |
| Long Island Railroad ¹ | 2001 | 6 | 1 | 1 |
| Manhattan and Bronx Surface | 2001 | 15 | 3 | 4 |

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (GASB 75)

| Retirement System | Initial Contract | Members (thousands) | Market Value of Assets (\$ billions) | Accrued Liability (\$ billions) |
|--|------------------|---------------------|--------------------------------------|---------------------------------|
| Transit Operating Authority ¹ | | | | |
| New York City Metropolitan Transportation Authority ¹ | 2001 | 30 | 3 | 5 |
| Puerto Rico Government Employees Retirement System ¹ | 2007 | 250 | 0 | 36 |
| Puerto Rico Teachers Retirement System ¹ | 2007 | 81 | 2 | 18 |
| Southeastern Pennsylvania Transportation Authority ¹ | 1996 | 15 | 2 | 2 |
| Texas County and District Retirement System ² | 1999 | 305 | 31 | 35 |

¹ Philadelphia Office Leads

² Philadelphia office assists

Client References

As shown above, and as from your own experience over the outgoing contract term, Milliman has a proven record for performing the services required. Below, we provide contact information for public systems that the Philadelphia office serves below.

| Public Entity | Initial Contract Year | Contact Name and Phone |
|---|-----------------------|--|
| Nassau County and Affiliates | 2012 | Lisa Tsikouras County Director of Accounting (516) 571-0210 |
| New York City Metropolitan Transportation Authority | 2001 | Margaret Connor Senior Director Human Resources & Retirement Programs (212) 878-0285 |
| Southeastern Pennsylvania Transportation Authority | 1996 | Jacob Aufschauer Assistant General Manager-Human Resources (215) 580-7122 |
| Battery Park City Authority, NY | 2018 | Karl Koenig Controller (212) 417-4240 |

Milliman provides our services for 1,000s of clients, and from time to time, clients move on due to the competitive bidding process. We do not attempt to maintain contact with prior clients.

In-house Technical Capabilities, Business Continuity, and Security

Milliman's Philadelphia office utilizes secure, networked Windows client/server technologies with industry-leading actuarial software as well as off-the-shelf spreadsheet, word processing, and database packages.

The computer resources in Milliman's Philadelphia office are upgraded on a continual basis so that the latest hardware advancements are available on-site. Contracts are maintained with local vendors to provide phone and on-site emergency support for hardware and software. On-site documentation, manuals and backup procedures are consistent and thorough.

All client documents and databases are stored on secured file servers that replicate data offsite on an hourly basis. Historical versions are maintained via storage snapshots in both our primary and Disaster Recovery locations. Archived storage of computer files is also maintained in both locations. Access to each individual system component and function can be limited to individual users, according to the principles of least privilege and minimum necessity.

Milliman has a comprehensive information security policy based on the ISO 27001 risk management framework. Milliman has implemented a number of layered controls and safeguards, including administrative policies and procedures and automated systems. These controls are employed in a defense in depth arrangement to secure electronic information stored on our systems, such as HIPAA information, for example. All file transfers of client data take place on a secured website.

In the case of unforeseeable events, such as the present Covid-19 pandemic, workflow continues unimpeded. Milliman employees work remotely and securely, staying in close communication with our colleagues and clients using collaboration software.

Milliman additionally has an established Incident Response Program (IRP) that accounts for prediction, prevention, detection, and response & recovery. The IRP categorizes events by severity and informs/escalates to leadership—including the Privacy Officer—as appropriate. Each practice manages their Incidents and escalate them to corporate security as needed. Milliman has also implemented a Cyber Security Incident Response Team (CSIRT) to bring corporate resources together in an expeditious fashion in order to:

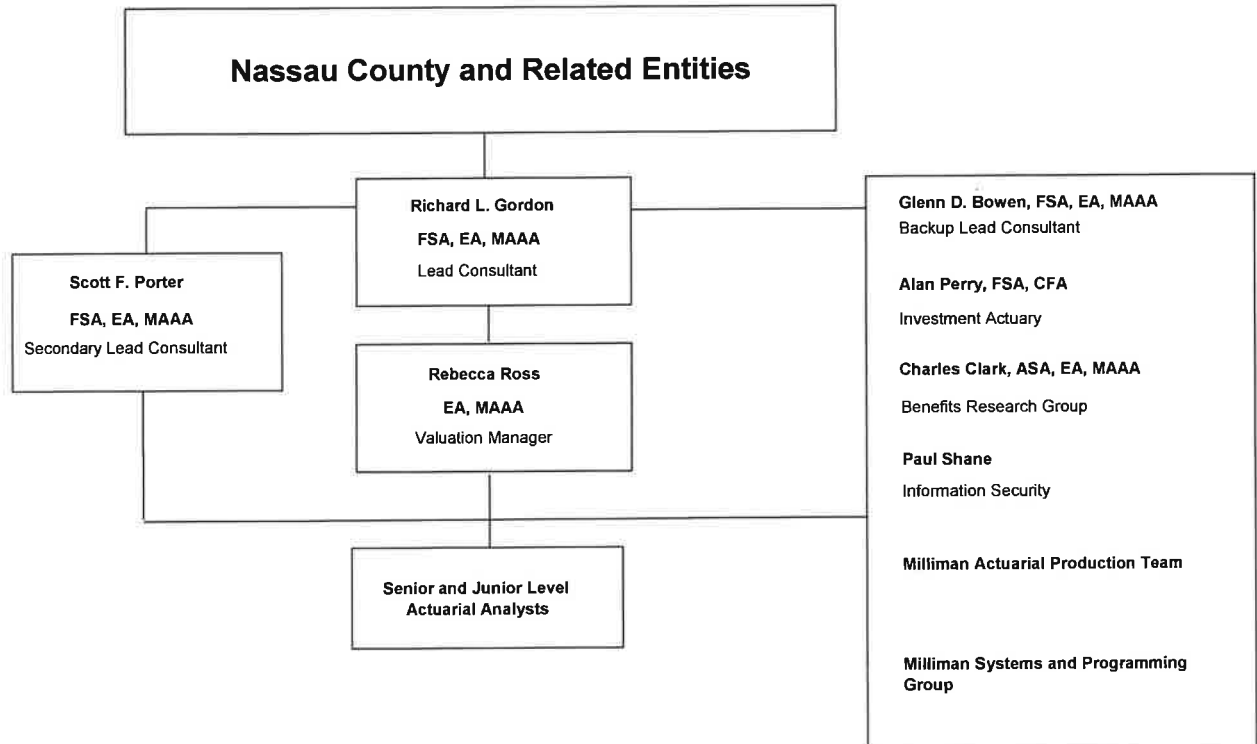
- Detect and respond to events and incidents
- Limit the impact to Milliman, its clients and its partners
- Notify affected clients (as applicable) in a timely manner
- Take necessary actions to preclude incident escalation
- Recover from the incident
- Assess and quantify any damage
- Provide accurate reporting of what occurred
- Coordinate mitigation and/or legally required actions with affected parties
- Document lessons learned in order to prevent future incidents of a similar nature

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (GASB 75)

Staffing

The Project Team consists of highly qualified individuals, including several Principals of the Firm and actuaries who have attained Fellowship status from the Society of Actuaries. The team members have extensive experience providing a broad array of services to large public sector plans and possess the comprehensive depth and resources necessary to handle recurring and non-recurring projects in a timely fashion.

The following chart summarizes the core staff of the consulting team.



Contact Information

Richard L. Gordon, FSA, EA, MAAA
Milliman, Inc.
1550 Liberty Ridge Drive, Suite 200
Wayne, PA 19087
(610) 975-8968
rick.gordon@milliman.com

Biographies

Following are resumes for the project team.

Milliman Bio

Richard L. Gordon
FSA, EA, MAAA
Principal and Consulting Actuary



CURRENT RESPONSIBILITY

Rick is a principal and consulting actuary in the Philadelphia office of Milliman. He joined the firm in 2001.

EXPERIENCE

Rick has 22 years of pension and employee benefits consulting experience. Rick serves both public and private sector clients regarding their defined benefit pension and retiree medical plans. Client assignments include actuarial valuations; plan design cost studies; FASB valuations for developing expense and year-end disclosure for FASB ASC Topic 715; and government filings. Assignments also include GASB valuations under 67, 68, and 75. He has developed asset/liability projection models for private and public sector clients to determine future funding levels and the cost of proposed plan changes. Rick has experience in performing audits for pension plans, including analysis of data, actuarial procedures, and assumptions. He also has extensive knowledge of Milliman's pension valuation system and has helped to initially set up and program new clients into the system.

Rick is a member of Milliman's GASB 67/68 Taskforce and is also a principal researcher for Milliman's Public Pension Funding Study, which provides for an independent analysis of the country's 100 largest public pension plans.

SELECTED BIBLIOGRAPHY

- GASB 67/68: Relationship between valuation date, measurement date, and reporting date (*PERIScope*, March 2014)
- Discount Rates: Pension Case Study (International Actuarial Association monograph, 2011)
- GASB's Preliminary Views on New Pension Accounting Rules (*PERIScope*, July 2010)
- GASB Exposure Drafts on Pension Accounting and Financial Reporting – Exploring the Proposed Changes for Single Employers (*PERIScope*, September 2011)
- GASB Exposure Drafts on Pension Accounting and Financial Reporting – Exploring the Proposed Changes for Cost-Sharing Employers and Governmental Nonemployer Contributing Entities (*PERIScope*, October 2011)



PROFESSIONAL DESIGNATIONS

- Fellow, Society of Actuaries
- Enrolled Actuary, ERISA
- Member, American Academy of Actuaries

EDUCATION

BS, Mathematics, Elizabethtown College,
Elizabethtown, Pa.

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APPENDIX B – PROJECT DESCRIPTION AND STAFFING (GASB 75)

Milliman Bio

Scott F. Porter
FSA, EA, MAAA
Principal, Consulting Actuary



CURRENT RESPONSIBILITY

Scott is a consulting actuary with the Philadelphia office of Milliman, who joined the firm in 1992.

EXPERIENCE

Scott serves both public and private sector clients regarding their defined benefit pension and retiree medical plans. Client assignments include actuarial valuations, cost studies, and accounting valuations under GASB statements 67, 68, 74 and 75 and FASB codifications ASC Topic 715, and government filings.

He has developed cost projection models for private and public sector clients to determine future funding levels and the cost of proposed plan changes as well as for GASB 67 and 74 depletion date calculations. He has assisted clients in collective bargaining, testified to legislative bodies and in implementing plan changes.

Scott has consulted to several governmental entities with unique funding strategies including rate collars, phase-in strategies, and dedicated revenue, such as from lottery enterprise and sales tax, to assist with funding and financial reporting of pension plans. He also has experience in performing actuarial audits for pension plans, including analysis of data, actuarial procedures, and assumptions.

Scott is a contributing member to Milliman's Public Sector Strategic Planning Group and Milliman's Pension and Health Experts Group.

Scott serves on the Society of Actuaries Retirement Plans Experience Committee.

PROFESSIONAL DESIGNATIONS

- Fellow, Society of Actuaries
- Enrolled Actuary, ERISA
- Member, American Academy of Actuaries

EDUCATION

- BBA (magna cum laude), concentration in Actuarial Science, Temple University



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Milliman Bio

Glenn D. Bowen

FSA, EA, MAAA

Principal, Consulting Actuary



CURRENT RESPONSIBILITY

Glenn is a principal and consulting actuary with the Philadelphia office of Milliman. He joined the firm in 2001.

EXPERIENCE

Glenn worked as a civil engineer for seven years prior to entering the actuarial profession in 1996. He is experienced in the actuarial valuation of pension and welfare benefits, as well as benefit calculations and statements and government filings. Special projects have included strategic funding analyses, early retirement windows, and plan design studies. Recent assignments include actuarial audits of three multi-billion-dollar public retirement systems, executive benefit studies, and cost projection models.

PRESENTATIONS AND PUBLICATIONS

Glenn authored the papers below to assist clients in understanding the effects of the low interest rate environment and underperforming assets on their pension cost. He published *New GASB Rules for OPEB (Other Postemployment Benefits Finalized)* to alert public employers to the pending impact of the new retiree healthcare accounting requirements.

Selected Bibliography

- Back to the Benefits Basics: DB or not DB – That is the Question (*Benefits Quarterly*, 2007, with Alan Perry)
- Taking Stock of Option Expensing (*Contingencies*, 2006)
- New GASB Rules for Other Postemployment Benefits Finalized (Milliman *Periscope*, 2004)
- How Fit is Your Funding Policy? (Milliman *Benefits Perspectives*, 2003)
- Potential Year-End FAS132 Issues (client publication, 2001, 2002)

PROFESSIONAL ACTIVITIES

Glenn serves on Milliman's Employee Benefits Steering Committee. He is a frequent speaker on employee benefits topics, having addressed many groups, including:

- American Academy of Actuaries
- American Institute of Certified Public Accountants
- Government Finance Officers Association
- National Association of State Comptrollers
- Pennsylvania Association of Public Employee Retirement Systems
- Pennsylvania Association of School Business Officials
- Pennsylvania State Association of County Controllers

PROFESSIONAL DESIGNATIONS

- Fellow, Society of Actuaries
- Enrolled Actuary, ERISA
- Member, American Academy of Actuaries

AFFILIATIONS

- Instructor, Society of Actuaries' "Applied Modeling" examination seminar
- Member, American Academy of Actuaries Employee Stock Option Valuation Task Force

EDUCATION

- BS, Civil Engineering, University of Delaware
- MS, Civil Engineering, University of Delaware



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Milliman Bio

Rebecca L. Ross
EA, MAAA
Enrolled Actuary



CURRENT RESPONSIBILITY

Rebecca is an Enrolled Actuary with the Philadelphia office of Milliman. She joined the firm in 2006.

EXPERIENCE

Rebecca serves public and private sector clients regarding their defined benefit pension plans and post-retirement medical and life plans. Client assignments include actuarial valuations for minimum funding and employer accounting under ERISA, FASB, and GASB standards, cost studies, plan terminations, and government filings.

Rebecca also works on special projects such as experience studies, funding projections, lump sum windows, and DB to DC replacement calculations. Rebecca serves on Milliman's Super User committee and educates other consultants and analysts about the use of the ProVal valuation system.

He is the external office peer review actuary for the Oregon Public Employees Retirement System.

Rebecca currently performs actuarial services for the following public pension and OPEB plans:

- The Metropolitan Transportation Authority (NYC)
- Manhattan and Bronx Surface Transit Authority
- Nassau County, New York (various agencies)

PROFESSIONAL DESIGNATIONS

- Enrolled Actuary, ERISA
- Member, American Academy of Actuaries

SELECTED BIBLIOGRAPHY

- "GASB 73/74/75: Timing considerations for compliance with new financial reporting rules" (*PERIScope*, March 2016)
- "GASB 74/75: OPEB Expense and Balance Sheet Items" (*PERIScope*, May 2018)
- Contributor, Milliman Public Pension Funding Study 2017-2019
- Contributor, Milliman Corporate Pension Funding Study 2012-2018

EDUCATION

- BS. Materials Science and Engineering, Pennsylvania State University



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APPENDIX B – PROJECT DESCRIPTION AND STAFFING (GASB 75)

APPROVED AND SUBMITTED BY:



Richard L. Gordon, FSA, MAAA
Principal and Consulting Actuary

July 31, 2020

Project Description and Staffing – Workers' Compensation

Please see the transmittal letter at the beginning of this proposal for Milliman's EIN and the names of parties authorized to discuss and negotiate with the County.

Company Information

Within the property/casualty industry, Milliman provides services to nearly all of the largest property and casualty insurance and reinsurance companies. Our full range of services includes loss reserve analysis, profitability analysis, economic analysis, product design and pricing, strategic financial planning, underwriting and claims reviews, merger and acquisition support, and insurance operations consulting.

Our clients include municipalities; federal agencies; many of the state insurance departments; the majority of the state workers' compensation funds; and special funds, such as second injury funds. In addition, with more than 30 years of experience in self-insurance, Milliman is one of the leading consultants to companies, insurance brokers and groups looking to establish self-insurance vehicles, captive insurance organizations or other alternative risk transfer mechanisms. We work with rating bureaus serving a variety of lines of business as diverse as workers' compensation and crop insurance, as well as other insurance industry service organizations and advocates.

Statement of Services

Nassau County ("the County") is seeking a contractor to provide actuarial consulting services relating to its workers' compensation exposure. The requested services are:

1. Estimate the County's liability for open workers compensation claims using data provided by the County or its third-party administrator.
2. Estimate the liability of Nassau Community College ("the College") for open workers' compensation claims using data provided by the College, the County or the County's third-party administrator.
3. Respond to any requests from the external independent auditor of the County or the College.
4. Assist the County and the College in responding to data requests from other government agencies and any other interested parties.
5. Work with the County's third party administrator as needed.

Milliman will therefore provide two annual reports: one for the County, based on its claim experience through December 31, and one for the College, based on its claim experience through August 31. For each, we will initially issue a draft report, providing the County an opportunity to comment and ask questions, followed by the delivery of a final report.

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (WORKERS' COMPENSATION)

Approach

To provide the requested services, we anticipate using some or all of the following standard actuarial methods:

- Paid loss development
- Incurred loss development
- Paid claim severity Cape Cod
- Incurred claim severity Cape Cod
- Incurred Bornhuetter-Ferguson
- Paid Bornhuetter-Ferguson
- Frequency/severity

Each method analyzes different patterns in the historical experience and attempts to project future results based on those patterns. The Cape Cod method is a special case of the Bornhuetter-Ferguson method. The estimates we develop will represent the expected values over the range of reasonably possible outcomes (actuarial central estimates), which will reflect our best judgment as to each method and assumption. Multiple methods will produce a range of estimates for each accident period. Given this range of estimates, the actuarial central estimate is generally a weighted average of the values produced by the various methods with greater weight given to methods we consider more reliable.

COVID-19

There is substantial uncertainty regarding the impact of COVID-19 on the level and nature of business activity. It is unknown how the pandemic may affect the availability and timeliness of medical treatment (whether or not COVID-19 related). This may affect the frequency, amount and timing of future workers' compensation claim payments. We will employ a Milliman model based on current estimated rates of exposure, hospitalization, mortality and average claim costs to reflect the projected impact of COVID-19 on the County's and the College's liability for open workers' compensation claims.

Staffing

Christopher Tait, FCAS, will supervise the workers' compensation analyses with assistance from Bill Vogan, ACAS. Another Milliman FCAS, independent of the project team, will provide peer review of the analysis. Chris will manage the work and will be responsible for the timely and satisfactory completion of our work. Chris has extensive experience in the analysis of self-insured reserves and funding for self-insured exposures.

We will also make use of the technical support staff in our Philadelphia office, which includes two Actuarial Analysts.

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (WORKERS' COMPENSATION)

Contact Information

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Biographies

Following are resumes for Chris and Bill.

APPENDIX B – PROJECT DESCRIPTION AND STAFFING (WORKERS' COMPENSATION)

Milliman Bio

Christopher Tait

FCAS, MAAA

Principal, Consulting Actuary



CURRENT RESPONSIBILITY

Chris is a principal and consulting actuary with the Philadelphia office of Milliman. He joined the firm in 1986.

EXPERIENCE

Chris has extensive experience performing reserve analyses and developing other financial projections related to property and casualty insurance and reinsurance exposures. He estimates reserves and funding levels for insurance companies, risk retention groups, self-insurance programs and captive companies for workers' compensation, medical professional liability, and most major liability coverages.

Chris has assisted numerous clients with financial reporting issues and the development of pro forma financial statements, as well as pricing and rating projects including profitability analyses of core products and the development of new products. Beyond standard financial reporting and pricing projects, he has also conducted captive formation feasibility studies, assisted clients in preparing for meetings with rating agencies, assisted companies in preparations for insurance department reviews, and participated in multidiscipline due diligence reviews.

Chris has assisted the Pennsylvania and New Hampshire insurance departments with the examinations of insurers and reinsurers. These examinations involved the estimation of loss and loss expense reserves, financial modeling, and the review of company reserving procedures and practices.

Chris has testified as an expert witness in both jury trials and arbitrations.

PRESENTATIONS AND PUBLICATIONS

Chris is a frequent speaker at local and national seminars on loss reserving and ratemaking topics.

He wrote an article for the January/February 2010 issue of *Contingencies* titled, *In Search of Consistency in Determining RMAD*.

Chris co-authored an article for the April 2013 issue of *Carrier Management* titled, *Five Myths About Predictive Analytics You Can't Afford to Believe*.

PROFESSIONAL DESIGNATIONS

- Fellow, Casualty Actuarial Society
- Member, American Academy of Actuaries

AFFILIATIONS

- Chris is chairperson of the Casualty Actuarial Society's International CE/CPD Review Committee and former chairperson of the Professional Education Policy Committee.
- He is a past president of Casualty Actuaries of the Mid-Atlantic Region (CAMAR) and a former member of its board of directors.
- He is a former member of the Examination and Student Liaison Committees of the Casualty Actuarial Society.

EDUCATION

BBA, Actuarial Science, Temple University



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APPENDIX B – PROJECT DESCRIPTION AND STAFFING (WORKERS' COMPENSATION)

Milliman Bio

Bill Vogan
ACAS, MAAA
Associate Actuary



CURRENT RESPONSIBILITY

Bill is an associate actuary with the Philadelphia office of Milliman. He joined the firm in 1978.

EXPERIENCE

Bill has experience in performing reserve analyses for insurance companies and state regulators of insurance for most lines of business. He performs rate analyses for workers' compensation, automobile insurance, and medical professional liability. He has experience in the estimation of reserves and funding levels for self-insurance programs and captive companies, workers' compensation, medical professional liability, and most major liability coverages. He reviews automobile insurance filings and experience rating plan design and parameters.

PROFESSIONAL DESIGNATIONS

- Associate, Casualty Actuarial Society
- Member, American Academy Actuaries

AFFILIATIONS

- CAS, Variance Editorial Board, Editor 2006
- CAS, Editorial - Proceedings, Member 2004-2006

EDUCATION

Graduate, University of Pennsylvania



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References

As a leading actuarial consulting firm, we have extensive experience in all aspects of loss reserve analysis for most types of property and casualty insurance. The following are several current public sector client references.

Louisiana Municipal Association

- Project: Analysis of workers' compensation reserves for a self-insurance group of Louisiana municipalities
- Length of Service: Since 1988
- Contact: Earl J. Cronin, General Manager, Risk Management, Inc., 700 N. 10th Street, Baton Rouge, LA 70802, 225-344-5002

Municipal Risk Management

- Project: Analysis of workers' compensation reserves, rate levels and distributable surplus for a self-insurance group of Pennsylvania municipalities
- Length of Service: Since 1992
- Contact: John L. McConaha, Municipal Risk Management, Inc., 1603 Carmody Court, Suite 403, Sewickley, PA 15143, 724-934-9797

Statewide Insurance Fund

- Project: Analysis of workers' compensation loss reserves and projection of premiums needed for the upcoming policy year
- Length of Service: Since 1994
- Contact: Caroline J. Conboy, CIC, Fund Administrator, Statewide Insurance Fund, One Sylvan Way, Parsippany, NJ 07054, 862-260-2050

State Workers' Insurance Fund

- Project: Analysis of reserves and surplus, and projection of subsequent year loss ratio
- Length of Service: Since 1997
- Contact: Mark Pozaic, Actuary, State Workers' Insurance Fund, 100 Lackawanna Avenue, Scranton, PA 18503, 570-941-1914

APPROVED AND SUBMITTED BY:



Christopher Tait, FCAS, MAAA
Principal and Consulting Actuary

July 31, 2020

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|----------------------|--------------------|
| Aaron Koch | Burlington |
| Aaron Shapiro | Little Falls, NJ |
| Abby Sternberg | San Francisco |
| Adam Barnhart | Milwaukee |
| Adam Laurin | Milwaukee |
| Adam Schenck | Chicago |
| Adrian Clark | Seattle |
| Aisling Barrett | Dublin |
| Aj Ally | Chicago |
| Al Klein | Chicago |
| Al Schmitz | Milwaukee |
| Alan Perry | Philadelphia |
| Aldo Balestreri | Milan |
| Alex Bryant | Singapore |
| Alex Johnson | San Diego |
| Alexandre Boumezoued | Paris |
| Alexandre Lasry | Paris |
| Alfred Au | Chicago |
| Alli Devlin | Seattle |
| Alyssa Vincze | Milwaukee |
| Amber Damergis | Chicago |
| Amritpal Khangura | London |
| Amy Angell | Boston |
| Amy Giese | Milwaukee |
| Amy Wicker | Dallas |
| Anders Larson | Indianapolis |
| Andrea Cardoso | Rio de Janeiro |
| Andrea Sheldon | Hartford |
| Andrew Bochner | New York |
| Andrew Dalton | Philadelphia |
| Andrew Gaffner | Milwaukee |
| Andrew Gilchrist | London |
| Andrew Kay | Dublin |
| Andrew Naugle | Seattle |
| Andrew Steenman | Chicago |
| Andrew Williamson | Orange County |
| Andy Johnson | Boston |
| Andy Mueller | Milwaukee |
| Angela Bolduc | Milwaukee |
| Angela Reed | San Diego |
| Ann Kingston | Portland, OR |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|----------------------|--------------------|
| Anna Berezovskaya | Chicago |
| Anne Jackson | Indianapolis |
| Annie Hallum | Seattle |
| Annie Man | San Diego |
| Anthony Dardis | Chicago |
| Arlene Richardson | Boston |
| Arthur Rains-McNally | Seattle |
| Asad Irshad | Dubai |
| Ashlee Borcan | Tampa |
| Badis ZEGHMAR | Paris |
| Barb Dewey | San Diego |
| Barb Ward | Seattle |
| Barry Marks | New York |
| Becky Sielman | Hartford |
| Ben Diederich | Seattle |
| Ben Mori | Seattle |
| Ben Upchurch | Atlanta |
| Bernhard König | Zurich |
| Bertrand Lespinasse | Paris |
| Bill Mehilos | Indianapolis |
| Bill Most | New York |
| Bill Sayre | Little Falls, NJ |
| Bill Winningham | St. Louis |
| Bob Cosway | San Diego |
| Bob Meyer | New York |
| Brad Armstrong | Indianapolis |
| Brad Kuebler | Minneapolis |
| Brad Piper | Milwaukee |
| Brandon Kessler | Milwaukee |
| Brandy Cross | Omaha |
| Brandy Millen | Milwaukee |
| Brent Jensen | Salt Lake City |
| Bret Linton | Boise |
| Brett Swanson | Milwaukee |
| Brian Anderson | San Diego |
| Brian Brown | Milwaukee |
| Brian Fomby | Seattle |
| Brian Regan | Philadelphia |
| Brian Reid | Seattle |
| Brian Studebaker | Milwaukee |
| Brian Sweatman | Atlanta |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|---------------------|--------------------|
| Bruce Mitton | Portland, OR |
| Bruce Pyenson | New York |
| Carl Ashenbrenner | Milwaukee |
| Carol Bazell | New York |
| Carrie Vaughn | Portland, OR |
| Casey Baldwin | Portland, OR |
| Casey Hammer | San Francisco |
| Catherine Knuth | Milwaukee |
| Cathy Hwang | Hong Kong |
| Cathy Murphy-Barron | New York |
| Chad Karls | Milwaukee |
| Chad Schuster | Chicago |
| Chankyu Lee | San Francisco |
| Charles Gamsu | Milwaukee |
| Charles Hodge | Dallas |
| Charles Hoffman | Atlanta |
| Charlie Linn | Hartford |
| Charlie Mills | Seattle |
| Cheryl Frost | Dallas |
| Chihong An | Seoul |
| Chip Fetherston | Milwaukee |
| Chong wen Ang | Singapore |
| Chris Beck | Chicago |
| Chris Giese | Milwaukee |
| Chris Girod | San Diego |
| Chris Goodman | Dallas |
| Chris Martin | Milwaukee |
| Chris Onken | Chicago |
| Chris Pettit | Indianapolis |
| Chris Ruff | Philadelphia |
| Chris Tait | Philadelphia |
| Christine Ferro | New York |
| Christine Fleming | Boston |
| Christine Mytelka | Indianapolis |
| Christopher Clarke | London |
| Christopher Kunkel | Seattle |
| Christy Lewandowski | Milwaukee |
| Chuck Pearl | Dallas |
| Clément Bonnet | Hong Kong |
| Corey Berger | Atlanta |
| Corey Grigg | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------|--------------------|
| Corey Swarner | Portland, OR |
| Cory Gusland | Chicago |
| Courtney White | Atlanta |
| Craig Brophy | Boston |
| Craig Glyde | Seattle |
| Craig Reynolds | Seattle |
| Craig Roberts | Seattle |
| Dale Visser | Chicago |
| Dan Freeman | Omaha |
| Dan Rueschhoff | Seattle |
| Dan Wade | Seattle |
| Daniel Hare | Chicago |
| Daniel Sharon | Tel Aviv |
| Daniel Skwire | Portland, ME |
| Darcy Allen | Philadelphia |
| Daren Lockwood | Chicago |
| Darin Muse | Houston |
| Darlene Laursen | Dallas |
| Darrell Spell | Tampa |
| Dave Davenport | Seattle |
| Dave Forbes | Little Falls, NJ |
| Dave Huizel | Minneapolis |
| Dave Liner | Hartford |
| Dave Mirkin | New York |
| David Benbow | Minneapolis |
| David Cusick | San Diego |
| David Hayes | Atlanta |
| David Kennerud | Seattle |
| David Kirk | Cape Town |
| David Koenig | Seattle |
| David Lang | Dallas |
| David Lewis | Seattle |
| David Mike | Milwaukee |
| David Simon | Little Falls, NJ |
| David Wang | Seattle |
| Deana Bell | Seattle |
| Deep Patel | Chicago |
| Delbert Zamora | Dallas |
| Denise Foster | Seattle |
| Denny Stanley | Seattle |
| Derek Jones | New York |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Derek Newton | London |
| Dermot Corry | Seattle |
| Diane Laurent | Minneapolis |
| Dick Bottelli | New York |
| Dominic Clark | Madrid |
| Dorothee Bary | Paris |
| Doug Conkel | Dallas |
| Doug Norris | Denver |
| Dustin Grzeskowiak | Houston |
| Dwight Rebers | Chicago |
| Eamonn Phelan | Dublin |
| Ed Jhu | Seattle |
| Ed Morgan | Milan |
| Ehsan Sheikh | Chicago |
| Emily Vandermause | Milwaukee |
| Emma Kramer | Milwaukee |
| Eoin King | Dublin |
| Eric Carlson | Milwaukee |
| Eric Goetsch | Milwaukee |
| Eric Krafcheck | Milwaukee |
| Eric Serant | Paris |
| Eric Wunder | Milwaukee |
| Erica Baird | Minneapolis |
| Erica Chan | Hong Kong |
| Erik Niver | Omaha |
| Fabrice Taillieu | Paris |
| Fanny POUGET | Paris |
| Farzana Ismail | Kuala Lumpur |
| Fernando Mesquida | Buenos Aires |
| Fiona Ng | Chicago |
| Franck Ludwig | Paris |
| Frank Cestare | Philadelphia |
| Fritz Busch | Milwaukee |
| Gabi Dieguez | New York |
| Garrett Bradford | San Francisco |
| George Berry | Philadelphia |
| Gerald Erickson | Minneapolis |
| Ginny Boggs | Dallas |
| Glenn Bowen | Philadelphia |
| Glenn Giese | Milwaukee |
| Grant Camp | Orange County |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------------|--------------------|
| Greg Boland | Dallas |
| Greg Herrle | Milwaukee |
| Greg Sgrosso | Atlanta |
| Greg Zebolsky | Tampa |
| Guanjun Jiang | Shanghai |
| Guy Avagliano | San Francisco |
| Halim Gunawan | Jakarta |
| Hans Leida | Minneapolis |
| Hector Gueler | Buenos Aires |
| Heerak Basu | Mumbai |
| Heidi tenBroek | Seattle |
| Henny Verheugen | Amsterdam |
| Howard Callif | Milwaukee |
| Howard Kahn | New York |
| Hugh Larson | San Diego |
| Ian McCulla | Indianapolis |
| Iyibo Jack | Seattle |
| JP Augeri | New York |
| Jack Chmielewski | Milwaukee |
| Jake Pringle | Houston |
| Janet McCune | Dallas |
| Jaroslav Lech | Warsaw |
| Jason Clarkson | Indianapolis |
| Jason Gomberg | Chicago |
| Jason Kurtz | New York |
| Jason Nowakowski | Seattle |
| Jason Petroske | Milwaukee |
| Jason Russ | New York |
| Jason Sciborski | Milwaukee |
| Jason Speer | Omaha |
| Jay Guanella | Dallas |
| Jean Smith | Little Falls, NJ |
| Jean-Philippe Boisseau | Paris |
| Jeff Anderson | Minneapolis |
| Jeff Baker | Atlanta |
| Jeff Courchene | London |
| Jeff Greco | Chicago |
| Jeff Marzinsky | Albany |
| Jeffrey Milton-Hall | Seattle |
| Jen Howard | Tampa |
| Jen Janvrin | Omaha |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|---------------------------|--------------------|
| Jenn Castelhana | Hartford |
| Jennifer Carioto | New York |
| Jennifer Van der ree | London |
| Jennifer Wang | Little Falls, NJ |
| Jenny Gerstorff | Seattle |
| Jenny Jin | Chicago |
| Jeremiah daniel Gustafson | Omaha |
| Jeremy Cunningham | Indianapolis |
| Jeremy Kent | London |
| Jeremy Palmer | Indianapolis |
| Jerome Nebout | Paris |
| Jessica Bublitz | Milwaukee |
| Jessica Naber | Indianapolis |
| Jill Brostowitz | Milwaukee |
| Jill Bruckert | Milwaukee |
| Jill Herbold | Indianapolis |
| Jim Brackett | Chicago |
| Jim Davis | Dallas |
| Jim Silverstein | Chicago |
| Jim Stoltzfus | Philadelphia |
| Jim Tumlinson | Houston |
| Jinnie Olson | Dallas |
| Joanne Buckle | London |
| Joanne Fontana | Hartford |
| Joel Stewart | Denver |
| Joel Suelzle | Seattle |
| Joel Wehner | Houston |
| John Botsford | Walnut Creek |
| John Cookson | Philadelphia |
| John Donohue | Minneapolis |
| John Herzfeld | Boston |
| John Jenkins | London |
| John Meerschaert | Milwaukee |
| John Roeger | Chicago |
| Jon Hendrickson | Phoenix |
| Jon Lloyd | Dallas |
| Jonah Broulette | New York |
| Jonathan Glowacki | Milwaukee |
| Jose Silveiro | Madrid |
| Josh Reinstein | Atlanta |
| Joshua Dobiac | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------------|--------------------|
| Joy Schwartzman | New York |
| Judith Houtepen | Amsterdam |
| Julie Bentz | Dallas |
| Julie Cannaday | Dallas |
| Juliet Spector | Chicago |
| Justin Birrell | Seattle |
| Kara Tedesco | Dallas |
| Karen Beckham | Dallas |
| Kari Jakobe | Minneapolis |
| Karl Goring | Burlington |
| Karthik Yadatore | Seattle |
| Kate Fitch | New York |
| Kathryn Rains-McNally | Seattle |
| Kathy Dziedzic | Chicago |
| Kathy Warren | Philadelphia |
| Katie Holcomb | Milwaukee |
| Katie Nelson | Chicago |
| Keith Lockwood | Chicago |
| Kelly Backes | Milwaukee |
| Kelly Coffing | Seattle |
| Kelly Pretti | Milwaukee |
| Ken Bjurstrom | Milwaukee |
| Ken Joyce | Boston |
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| Ken Saucier | Hartford |
| Ken Scalf | Atlanta |
| Kenjiro Ito | Tokyo |
| Kent Sacia | Seattle |
| Kevin Campe | Chicago |
| Kevin Hart | Milwaukee |
| Kevin Manning | Dublin |
| Kim Guerriero | Boston |
| Kim Hiemenz | Milwaukee |
| Kosuke Iwasaki | Tokyo |
| Kristen Koon | Seattle |
| Kristin Houghton | Seattle |
| Kristofer Reed | Seattle |
| Kurt Lambrechts | Brussels |
| Kyle Hughes | Dallas |
| Kylee Bengochea | Seattle |
| Ladd Preppernau | Portland, OR |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-------------------|--------------------|
| Laird Zacheis | Chicago |
| Lalit Baveja | New Delhi |
| Laura Bucher | Seattle |
| Lauren Busey | Seattle |
| Leena Laloo | New Delhi |
| Leighton Hunley | Milwaukee |
| Lena Stumper | Dallas |
| Lily Taino | Chicago |
| Lin Sun | Chicago |
| Lindsay Unwin | London |
| Lindsay Kotecki | Minneapolis |
| Linyi Zhang | Chicago |
| Lisa Grove | Atlanta |
| Lisa Henderson | New York |
| Lisa Mattie | Milwaukee |
| Liz Weckstein | Portland, OR |
| Lori Julga | Milwaukee |
| Lotte Van Delft | Amsterdam |
| Luca Cavaliere | Milan |
| Luis Maldonado | Philadelphia |
| Luke Roth | Seattle |
| Lynn Dong | Seattle |
| Maggie Alston | New York |
| Mahrukh Mavalvala | Seattle |
| Manish Mandelia | Tampa |
| Marc Chiang | San Diego |
| Marcella Giorgou | New York |
| Marcin Krzykowski | Warsaw |
| Marcos Dachary | Seattle |
| Margaret Chance | Milwaukee |
| Maria Becker | Philadelphia |
| Maria Schiopu | Chicago |
| Mark Mulvaney | Denver |
| Mark Whatley | Singapore |
| Marlene Howard | Indianapolis |
| Mary Creten | Denver |
| Mary Eichler | Chicago |
| Mary Hart | Dallas |
| Matt Chamberlain | San Francisco |
| Matt Killough | Boston |
| Matt Kranovich | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------------|--------------------|
| Matt Larrabee | Portland, OR |
| Matt Timm | Milwaukee |
| Matthew Berman | Indianapolis |
| Matthew Ford | London |
| Matthew Hayes | Tampa |
| Maureen Tressel Lewis | Seattle |
| Max Mindel | San Francisco |
| Meghan Fetherston | Seattle |
| Merideth Randles | Seattle |
| Michael Cook | Milwaukee |
| Michael Culligan | Dublin |
| Michael Daly | Hong Kong |
| Michael Halford | Denver |
| Michael Hunter | Chicago |
| Michael McCord | Appleton |
| Michael Niemerg | Milwaukee |
| Michael Polakowski | Seattle |
| Michael Sperry | Dallas |
| Mike Bergerson | Minneapolis |
| Mike Bishop | Milwaukee |
| Mike Claffey | Dublin |
| Mike DeMattei | Los Angeles |
| Mike Gaal | Chicago |
| Mike Hoyer | Milwaukee |
| Mike Huard | Milwaukee |
| Mike Meehan | Boston |
| Mike Mikhitarian | Albany |
| Mike Paczolt | Chicago |
| Mike Peatrowsky | Omaha |
| Mike Schmitz | Milwaukee |
| Mike Sudduth | St. Louis |
| Mike Weilant | Tampa |
| Mindy Steichen | Milwaukee |
| Missy Gordon | Minneapolis |
| Mohamed Benkhalfa | Paris |
| Nancy Watkins | San Francisco |
| Nate Dorr | Chicago |
| Nate Sandrowicz | Tampa |
| Neel Patel | Chicago |
| Neeraj Bhatti | Milwaukee |
| Neil Cattle | London |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Neil Dissanayake | London |
| Nick Collier | Seattle |
| Nick Dumbreck | London |
| Nick Johnson | Seattle |
| Nicola Biscaglia | Milan |
| Niels Van der Laan | Amsterdam |
| Nina Lantz | Portland, OR |
| Noah Champagne | New York |
| Novian Junus | Seattle |
| Oliver Gillespie | London |
| Oshi Wilks | Tel Aviv |
| Pamela Pelizzari | New York |
| Pang Chye | Hong Kong |
| Pat Renzi | New York |
| Patrick Lawson | Dallas |
| Paul Anderson | Milwaukee |
| Paul Correia | Portland, ME |
| Paul Fedchak | Indianapolis |
| Paul Houchens | Indianapolis |
| Paul Marron | Dublin |
| Paul Sakhrani | Atlanta |
| Paul Schneider | Chicago |
| Paul Shane | Milwaukee |
| Pedro Alcocer | Tampa |
| Peggy Brinkmann | San Francisco |
| Peter Boekel | Amsterdam |
| Peter Franken | Amsterdam |
| Phil Simpson | London |
| Philip Borba | New York |
| Philip Jackson | Mumbai |
| Pierre Mieke | Paris |
| Prannoy Chaudhury | New York |
| Rachel Killian | Atlanta |
| Rachel Kullman | Seattle |
| Rachel Seale | Dallas |
| Raja Bhagavatula | New York |
| Rajeev Dutt | Chicago |
| Rajish Sagoenie | Amsterdam |
| Ram Kelkar | Chicago |
| Randy Mitchell | Dallas |
| Raymond Van Es | Amsterdam |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------|--------------------|
| Rebecca Connell | Dallas |
| Rebecca Johnson | New York |
| Rebekah Bayram | San Diego |
| Reetu Singh | Chicago |
| Rich Lord | Los Angeles |
| Rich Moyer | Seattle |
| Richard Frese | Chicago |
| Richard Holloway | Singapore |
| Rick Gordon | Philadelphia |
| Rick Ino | Tokyo |
| Ricky Trachtman | Chicago |
| Rob Bachler | Seattle |
| Rob Pipich | Philadelphia |
| Robert Bugg | London |
| Robert Cummings | Chicago |
| Robert Eaton | Tampa |
| Robert Schmidt | Boise |
| Roger Connolly | Seattle |
| Ron Cornwell | Omaha |
| Rong Yi | New York |
| Russell Osman | London |
| Russell Ward | London |
| Ryan Andersen | Seattle |
| Ryan Miller | Dallas |
| Ryan Rowland | Orange County |
| Ryan Swenson | Atlanta |
| Safder Jaffer | Dubai |
| Sam Elsherbeiny | Dallas |
| Sam Nandi | Chicago |
| Sarah Coates | Omaha |
| Sarah Murray | Boise |
| Scott Chow | Hong Kong |
| Scott Cook | Dallas |
| Scott Harris | Seattle |
| Scott Jones | Seattle |
| Scott Kurban | Denver |
| Scott Porter | Philadelphia |
| Scott Preppernau | Portland, OR |
| Scott Weltz | Milwaukee |
| Sean Silva | Walnut Creek |
| Sean Slattery | Seattle |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Shamit Gupta | New Delhi |
| Shea Parkes | Indianapolis |
| Shelly Brandel | Milwaukee |
| Sheri Scott | Orange County |
| Shirley Song | Seattle |
| Shirley Wu | Chicago |
| Shyam Kolli | Atlanta |
| Siddharth Mehra | Dubai |
| Simon Moody | Milwaukee |
| Simon Wong | Atlanta |
| Sinead Clarke | Dublin |
| Stacey Muller | Milwaukee |
| Stephanie Peterson | New York |
| Stephanie Sent | Seattle |
| Stephanie Sorenson | Seattle |
| Stephen Koca | Los Angeles |
| Stephen Wolff | Milwaukee |
| Steve Conwill | Tokyo |
| Steve DiCenso | Boston |
| Steve White | Seattle |
| Steven Schreiber | New York |
| Stu Rachlin | Tampa |
| Stuart Reynolds | London |
| Stuart Silverman | New York |
| Su Meng Lee | Chicago |
| Subhash Khanna | New Delhi |
| Sue Klein | San Francisco |
| Sung-Hoon Kim | Seoul |
| Susan Pantely | San Francisco |
| Suzanne Taranto | New York |
| Sven Wagner | Dusseldorf |
| Sylvia Hagin | Philadelphia |
| T.J. Gray | Denver |
| Taka Hoshino | Tokyo |
| Takahiro Kinoshita | Tokyo |
| Tanya Hayward | San Diego |
| Tasha Khan | Portland, ME |
| Taylor McKinnon | Tampa |
| Ted Schlude | Chicago |
| Terry Bierman | Omaha |
| Thomas Peplow | London |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-------------------|--------------------|
| Tigran Kalberer | Zurich |
| Tim Bleick | Milwaukee |
| Tim Connor | Little Falls, NJ |
| Tim Deitz | Seattle |
| Tim Herman | Milwaukee |
| Tim Hill | Chicago |
| Tim Kempen | Milwaukee |
| Tim Millwood | Atlanta |
| Tim Nugent | Philadelphia |
| Tim Wilder | San Diego |
| Timothy Vosicky | Chicago |
| Todd Fessler | Seattle |
| Todd Wanta | Milwaukee |
| Tom Carrabine | Minneapolis |
| Tom Kim | Seattle |
| Tom Prince | Denver |
| Tom Snook | Phoenix |
| Tom Whalen | Hartford |
| Tony Bloemer | Chicago |
| Tony Burke | Boston |
| Toshio Tanaka | Tokyo |
| Tracy Margiott | Hartford |
| Travis Grulkowski | Milwaukee |
| Troy Filipek | Milwaukee |
| Tyler Engel | New York |
| Uri Sobel | Little Falls, NJ |
| Vandana Bhardwaj | New Delhi |
| Vanessa Vaag | Little Falls, NJ |
| Veekash Badal | London |
| Verna Brenner | Little Falls, NJ |
| Vicki Mazzie | Albany |
| Victor Harte | Little Falls, NJ |
| Victor Huang | Sydney |
| Victoria Boyarsky | New York |
| Vincent Embser | Chicago |
| Wayne Blackburn | Little Falls, NJ |
| WenYee Lee | Singapore |
| Wes Mathews | Chicago |
| Will Fox | Seattle |
| Will Wiegel | Seattle |
| William Hines | Boston |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------|--------------------|
| William Strange | Dallas |
| Wouter Elshof | Amsterdam |
| Xiaohong Mo | Chicago |
| Yutaro Seki | Chicago |
| Zach Ballweg | Milwaukee |
| Zi xiang Low | Seattle |
| Zohair Motiwalla | Seattle |
| Zorast Wadia | New York |

History

Milliman, Inc. was founded by Wendell Milliman in 1947, and incorporated in 1957. Actuarial services began in 1947 with assignments for the Washington State Employees Retirement System and the insurance commissioner of the state of Washington. Since then, we have grown to serve thousands of governmental retirement systems and performed state actuarial valuations or state-wide studies in over two-thirds of the states.

Company Profile

Milliman is a national firm of consultants and actuaries, wholly owned by approximately 460 active Principals, who have been elected in recognition of their technical, professional and business achievements. Our sole business is providing independent consulting services. We aren't affiliated with any public accounting or brokerage firms. The consultants of the firm are not permitted to own stock in any insurance or reinsurance company or client organization. Due to these policies, Milliman provides analyses and opinions that are totally independent and objective.

Milliman is a corporation, with its chief executive officer, chief operating officer, chief financial officer, and most corporate staff located in Seattle. Milliman's board of directors includes the chairman, CEO, practice directors from the four primary service areas, and five at-large members who are also principals of the firm.

Milliman employs approximately 4,000 people, including a professional staff of over 1,500 qualified actuaries and consultants who serve the full spectrum of business, governmental and financial organizations. Over 1,000 Milliman employees have examination-based professional actuarial credentials in the United States, including:

- Fellow of the Society of Actuaries
- Associate of the Society of Actuaries
- Enrolled Actuary under ERISA
- Chartered Financial Analyst
- Chartered Enterprise Risk Analyst
- Fellow of the Casualty Actuarial Society
- Associate of the Casualty Actuarial Society

Many Milliman employees have multiple professional actuarial credentials. Many other Milliman analysts are currently working toward obtaining professional actuarial credentials. In addition, many Milliman employees have non-actuarial credentials applicable to their disciplines such as in pension administration, defined contribution recordkeeping and healthcare.

SECTION 1 –MILLIMAN OVERVIEW

Across all of our disciplines we serve over 10,600 clients, including over 4,500 employee benefit clients. Milliman's offices are located in principal cities throughout the world and across the United States, with revenues of \$1.2 billion in 2019. Functionally, Milliman's consulting services are grouped in the following major areas:

- Employee Benefits
- Property & Casualty Insurance
- Life Insurance and Financial Services
- Healthcare

Within the employee benefits area, Milliman's consultants provide actuarial consulting and related services to thousands of defined benefit pension plans and retiree medical plans. In addition, we provide recordkeeping and related services to thousands of defined contribution plans. Clients include both public and private sector employers as well as multi-employer, jointly trustee plans. Thus, we have a broad base of experience in advising plan sponsors with respect to their retirement programs.

Within the public sector, we serve 137 public pension systems on an ongoing basis and are frequently retained for one-time special studies, such as actuarial reviews. We also provide actuarial consulting services for almost 1,000 public OPEB clients. Twelve of our ongoing public sector clients are large statewide PERS with 75,000 or more members.

Competitive Advantage

Milliman is one of the largest actuarial consulting firms in the world. Our consultants achieve the highest credentials in their fields and are unmatched in the industry. We are dedicated to providing the best quality service to our clients. We pride ourselves on our responsiveness, customized solutions, and our ability to communicate complex actuarial analyses clearly to our clients.

Among the top global actuarial firms, each will have qualified actuaries, specialized software such as asset/liability projection models, and informative communication materials. So what distinguishes Milliman from other leading firms? We believe it is the little things that add up to a big difference. These are summarized below:

- Our unique corporate structure, which promotes individual responsibility for the integrity and quality of the work provided to clients. Clients benefit from our independence. We are beholden to no corporate parent or point of view.
- Our ability to communicate difficult concepts to diverse audiences, from boards of trustees to legislators to union representatives to the media and all other interested parties. We seek to inform, to be innovative, and to help others overcome any misconceptions.
- The high level of involvement and day-to-day interactions of the senior consultants with the staff preparing the client work.

SECTION 1 –MILLIMAN OVERVIEW

- A stringent pre-release peer review process that provides assurance that the highest quality standards are being maintained. A second qualified Milliman consultant will review all work products.
- Flexibility and customization for each client's needs. We do not provide "cookie cutter" consulting services to our clients. Based on our mission to add value to our clients, we tailor each report and each consulting project to the client's specific needs.
- Most of the senior consultants in our firm have more than 15 years of service with Milliman. Many employees begin and complete their entire careers with Milliman. We support the professional growth and development of all our employees and have very low turnover.
- Milliman has built a global reputation for work of the highest standards. Technical excellence is Milliman's most outstanding characteristic. We see the bigger picture and provide knowledge beyond the numbers, bringing value to our clients for a reasonable fee.

Corporate Philosophy

We strive to incorporate the following philosophy into all of our professional consulting activities:

- Provide the highest standard of professional service at all times.
- Remain independent and free of conflicts, so that the advice we give is always in the best interests of our clients and tailored to their needs.
- Have an in-depth understanding of our clients and their goals, so that we consistently anticipate their needs and provide advice of maximum value.
- Continually expand our range of service capabilities to match our clients ever changing and growing needs.

Commitment to the Public Sector

Milliman's commitment to the public sector is substantial by any measure:

- Milliman releases an annual Public Pension Funding Study, which independently measures the aggregate funded status of the 100 largest U.S. public pension plans using basic actuarial principles and reported plan liabilities and assets.
- Milliman publishes PERiScope, a periodic newsletter that covers current issues and trends in public sector plans. Please see also our Dear Actuary series at <https://us.milliman.com/en/periodicals/dear-actuary>.
- Milliman consultants frequently speak at national meetings and serve on advisory committees to such public groups as the Governmental Accounting Standards Board.

SECTION 1 –MILLIMAN OVERVIEW

- Milliman helped fund the Pension Research Council, an organization committed to generating discussion on key policy issues affecting pensions and other employee benefits.
- Milliman has been instrumental in the preparation and authorship of the text Retirement Systems for Public Employees. This text is recognized by legislators and trustees as an authoritative reference in the area of public employee retirement systems.

Governmental actuarial services are our priority, as the firm's largest clients are in the public sector. Milliman has performed actuarial studies or valuations for over two-thirds of the state retirement systems.

Sample Milliman publications are provided in Appendix E.

Quality Control

Milliman has built a national reputation of integrity by adhering to the highest professional standards. Milliman's internal quality control procedures include:

- Supervision by Milliman Principals who follow the principles of professional actuarial organizations, including the Standards of Practice adopted by the Actuarial Standards Board.
- Peer review under which the significant work of each actuary is reviewed and documented by another Milliman actuary before release.
- Additional review and independent analysis for sizeable projects.
- Triennial compliance audits performed by internal personnel.
- Monitoring and oversight of the practices and procedures of Milliman's actuaries in relation to all of the guidelines described above.
- Peer review refresher training every 3 years.
- Software standards and vetting that require the most rigorous validation of systems used for our clients.
- Review of all client work performed by our data processing group for accuracy and proper documentation.

Firm-Wide Organizational Chart

Milliman is wholly owned and managed by its approximately 460 Principals, who have been elected in recognition of technical, professional, and business achievements.

Milliman's Board of Directors includes the Chairman, CEO, Practice Directors from the four primary service areas and five at-large members who are also Principals of the firm.

No mergers or significant changes to the management structures are anticipated.

Milliman's Organizational Chart is shown on the next page.

Milliman Organization Chart

Board of Directors



Practice Areas



Administration



The Philadelphia office falls within the chart above as a local practice in the Employee Benefits & Investment Consulting and Property and Casualty Practice Areas.

Affirmation

Milliman is licensed to do business in New York and has registered with the County as a vendor.

Services to be Subcontracted

All services will be performed by Milliman. There will be no services subcontracted.

Office and Staffing

Within the Philadelphia office, which will continue to serve the County, we have the following professional staff actively engaged in actuarial and group insurance consulting and data processing: 26 Fellows and 11 Associates of the Society of Actuaries, 2 Fellows and 3 Associates of the Casualty Actuarial Society, and 1 Chartered Financial Analyst. There are 50 employees in the Philadelphia office.

A detailed description of our specific GASB 75 and Workers' Compensation expertise and of the personnel who will be working with the County can be found in Appendix B.

SECTION 1 –MILLIMAN OVERVIEW

Philadelphia Office Client Listing

A list of the Philadelphia office GASB 75 clients appears below:

| | | |
|--|---|--|
| Aliquippa School District | Greater Johnstown Career Technical Center | Puerto Rico Government Employees Retirement System |
| Allegheny-Clarion Valley School District | Greenville School District | Puerto Rico Highway Administration |
| Ambridge Area School District | Grove City Area School District | Puerto Rico Judiciary Retirement System |
| Apollo-Ridge School District | Holidaysburg Area School District | Puerto Rico Teachers Retirement System |
| ARIN Intermediate Unit #28 | Homer-Center Area School District | Punxsutawney Area School District |
| Armstrong School District | Hopewell Area School District | Purchase Line School District |
| Bald Eagle Area School District | Indiana Area School District | Reading School District |
| Battery Park City Authority | Jefferson-Dubois AVTS | Reading, City of |
| Beaver Area School District | Kennett Consolidated School District | Redbank Valley School District |
| Beaver County Career & Technology Center | Keystone School District | Reynolds School District |
| Beaver Valley Intermediate Unit #27 | Lakeview School District | Richland School District |
| Bedford Area School District | Laurel School District | Riverside Beaver County School District |
| Bellwood-Antis School District | Lawrence County CTC | Riverview Intermediate Unit #6 |
| Berlin Brothersvalley School District | Leechburg Area School District | Rochester Area School District |
| Big Beaver Falls Area School District | Lenape Area Vo-Tech School | Rockwood Area School District |
| Blairsville-Saltsburg School District | Marion-Center Area School District | Salisbury Elk-Lick School District |
| Brockway Area School District | Mars Area School District | Shade-Central City School District |
| Centre County | Mercer County Career Center | Shanksville-Stonycreek School District |
| Chalfont Borough | Meyersdale Area School District | Sharon City School District |
| Chester County | Mohawk Area School District | Sharpsville Area School District |
| Chestnut Ridge School District | MTA Bridges and Tunnels | Shenango Area School District |
| Clarion Area School District | MTA Bus Company | Shinglehouse Borough |
| Clarion-Limestone Area School District | MTA Headquarters | Smyrna, Town of |
| Claysburg-Kimmel School District | MTA Long Island Bus | Somerset Area School District |
| Clayton, Town of | MTA Long Island Rail Road | South Butler County School District |
| Clearfield Area School District | MTA Manhattan and Bronx Surface Transit Operating Authority | South Side Area School District |
| Conemaugh Township Area School District | MTA Metro-North Railroad | Southeastern Pennsylvania Transportation Authority |
| Crawford-Central School District | MTA Staten Island Railway | Spring Cove School District |
| Curwensville Area School District | Nassau, County of | Titusville Area School District |
| Delaware County Community College | New Castle Area School District | Tussey Mountain School District |
| Dubois Area School District | New Jersey Housing and Mortgage Finance Agency | Tyrone Area School District |
| Elk Lake School District | New York State Housing Finance Agency | Union Area School District |
| Ellwood City Area School District | Newark, City of | United School District |
| Everett Area School District | North Star School District | Valley Grove School District |
| Fayette County Housing Authority | Northern Bedford County School District | West Mifflin, Borough of |
| Forest Area School District | Penn-Delco School District | Western Beaver County School District |
| Freedom Area School District | Penns Manor Area School District | Westmont Hilltop School District |
| Freeport Area School District | Philadelphia School District | Williamsburg Community School District |
| Glendale School District | Portage Area School District | Wilmington Area School District |

Milliman, Inc. Directors and Officers 03/01/2023

| <u>Name</u> | <u>Title</u> | <u>Milliman Office</u> |
|------------------|--|------------------------|
| Amy Angell | Member at Large | Boston |
| Angela Bolduc | Member at Large | Milwaukee |
| Bret Linton | Global Employee Benefits Practice Director | Boise |
| Dermot Corry | President & CEO | Seattle |
| Ken Mungan | Chairman | Chicago |
| Pedro Alcocer | Member at Large | Tampa |
| Rich Lord | Global Property and Casualty Practice Director | Los Angeles |
| Robert Schmidt | Member at Large | Boise |
| Steve Conwill | Global Life and Financial Services Practice Director | Tokyo |
| Steven Schreiber | Member at Large | New York |
| Tom Snook | Global Health Practice Director | Phoenix |
| Christal Morris | Chief DE&I Officer | Seattle |
| Craig Spangler | Director of Tax | Seattle |
| Dermot Corry | President & CEO | Seattle |
| Hitesh Sachan | Chief Information Officer | Seattle |
| Jeffrey Jones | CISO | Seattle |
| Jim Fulton | Chief Financial Officer | Seattle |
| Ken Mungan | Chairman | Chicago |
| Mary Clare | Chief Legal Officer | Seattle |
| Matt Curtis | Chief Marketing Officer | Seattle |
| Pat Hendrickson | Vice President, Finance & Controller | Seattle |
| Susan Puz | Chief Compliance Officer | Seattle |
| Victoria Gleeson | Chief HR Officer | Dallas |

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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: Dermot Corry
Date of birth: 01/28/1965
Home address: 1521 2nd Ave. Apt 1003
City: Seattle State/Province/Territory: WA Zip/Postal Code: 98101
Country: US
Business Address: 1301 5th Ave, Suite 3800
City: Seattle State/Province/Territory: WA Zip/Postal Code: 98101
Country: US
Telephone: 2064554929
Other present address(es): 88 Clontarf Road
City: Dublin State/Province/Territory: _____ Zip/Postal Code: _____
Country: IE
Telephone: +353876474936

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|-------------------|-------------|-------|
| President | <u>01/01/2022</u> | Treasurer | _____ |
| Chairman of Board | _____ | Shareholder | _____ |
| Chief Exec. Officer | <u>01/01/2022</u> | Secretary | _____ |
| Chief Financial Officer | _____ | Partner | _____ |
| Vice President | _____ | | |
| (Other) | _____ | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☒ NO ☐ If Yes, provide details.

I have a very small shareholding representing less than a 1% share of the equity

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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

- 9.

- a. Is there any felony charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 10 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 11 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 12 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 13 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Dermot Corry , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Dermot Corry , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Milliman

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Dermot Corry DERMOT.CORRY@MILLIMAN.COM

President & CEO

Title

12/12/2023 07:39:44 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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 B. Fulton
Date of birth: 04/14/1964
Home address: 300 Lenora, Apartment 309

City: SEATTLE State/Province/Territory: WA Zip/Postal Code: 98121
Country: US

Business Address: 1301 Fifth Avenue, Suite 3800
City: Seattle State/Province/Territory: WA Zip/Postal Code: 98101
Country: US
Telephone: 206-504-5862

Other present address(es): 1224 E. Irvington Ave
City: Seattle State/Province/Territory: WA Zip/Postal Code: 98121
Country: US
Telephone: 2062259999

List of other addresses and telephone numbers attached

2. Positions held in submitting business and starting date of each (check all applicable)

| | | | |
|-------------------------|-------------------|-------------|---------|
| President | <u></u> | Treasurer | <u></u> |
| Chairman of Board | <u></u> | Shareholder | <u></u> |
| Chief Exec. Officer | <u></u> | Secretary | <u></u> |
| Chief Financial Officer | <u>06/18/2015</u> | Partner | <u></u> |
| Vice President | <u></u> | | |
| (Other) | <u></u> | | |

3. Do you have an equity interest in the business submitting the questionnaire?

YES ☐ NO ☒ 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?

YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ 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?
YES ☐ NO ☒ 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, James B Fulton , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, James B Fulton , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Milliman, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

James B Fulton JIM.FULTON@MILLIMAN.COM

Chief Financial Officer

Title

01/24/2024 05:56:18 pm

Date

PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. 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: Kenneth P Mungan
Date of birth: 07/02/1969
Home address: 5333 Meadow Lane

City: Downers Grove State/Province/Territory: IL Zip/Postal Code: 60515
Country: US

Business Address: 71 South Wacker Drive; Suite 3100
City: Chicago State/Province/Territory: IL Zip/Postal Code: 60515
Country: US
Telephone: 312-953-1975

Other present address(es):
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

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 | <u>02/15/2015</u> | Shareholder | _____ |
| Chief Exec. Officer | _____ | Secretary | _____ |
| Chief Financial Officer | _____ | Partner | <u>07/01/2004</u> |
| Vice President | _____ | | |
| (Other) | _____ | | |

3. Do you have an equity interest in the business submitting the questionnaire?
YES ☒ NO ☐ If Yes, provide details.
I am a shareholder of Milliman.

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?
YES ☐ NO ☒ If Yes, provide details.

5. Within the past 3 years, have you been a principal owner or officer of any business or notfor-profit organization other than the one submitting the questionnaire?
YES ☐ NO ☒ 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?
YES ☐ NO ☒ 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

- 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?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?
YES ☐ NO ☒ If 'Yes', provide details for each such instance. (Provide a detailed response to all questions check "Yes". If you need more space, photocopy the appropriate page and attached it to the questionnaire.)

9. a. Is there any felony charge pending against you?
YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

10 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

11 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

12 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

13 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?

YES ☐ NO ☒ If yes, provide an explanation of the circumstances and corrective action taken.

I, Kenneth P Mungan , hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I, Kenneth P Mungan , hereby certify that I have read and understand all the items contained in this form; 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 form; 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 form as additional inducement to enter into a contract with the submitting business entity.

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.

Milliman, Inc.

Name of submitting business

Electronically signed and certified at the date and time indicated by:

Kenneth P Mungan KEN.MUNGAN@MILLIMAN.COM

Chairman of the Board

Title

01/24/2024 05:49:45 pm

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: Seattle State/Province/Territory: WA Zip/Postal Code: 98101

Country: US

2. Entity's Vendor Identification Number: 910675641

3. Type of Business: Other (specify) private corp.

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):

1 File(s) uploaded: board and officers.pdf

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.

If none, explain.

1 File(s) uploaded: Principal List.pdf

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.

Are there lobbyists involved in this matter?

YES [] NO [X]

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

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

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

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.

Electronically signed and certified at the date and time indicated by:

Richard Gordon [RICK.GORDON@MILLIMAN.COM]

Dated: 12/01/2023 02:39:38 pm

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 Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|----------------------|--------------------|
| Aaron Koch | Burlington |
| Aaron Shapiro | Little Falls, NJ |
| Abby Sternberg | San Francisco |
| Adam Barnhart | Milwaukee |
| Adam Laurin | Milwaukee |
| Adam Schenck | Chicago |
| Adrian Clark | Seattle |
| Aisling Barrett | Dublin |
| Aj Ally | Chicago |
| Al Klein | Chicago |
| Al Schmitz | Milwaukee |
| Alan Perry | Philadelphia |
| Aldo Balestreri | Milan |
| Alex Bryant | Singapore |
| Alex Johnson | San Diego |
| Alexandre Boumezoued | Paris |
| Alexandre Lasry | Paris |
| Alfred Au | Chicago |
| Alli Devlin | Seattle |
| Alyssa Vincze | Milwaukee |
| Amber Damergis | Chicago |
| Amritpal Khangura | London |
| Amy Angell | Boston |
| Amy Giese | Milwaukee |
| Amy Wicker | Dallas |
| Anders Larson | Indianapolis |
| Andrea Cardoso | Rio de Janeiro |
| Andrea Sheldon | Hartford |
| Andrew Bochner | New York |
| Andrew Dalton | Philadelphia |
| Andrew Gaffner | Milwaukee |
| Andrew Gilchrist | London |
| Andrew Kay | Dublin |
| Andrew Naugle | Seattle |
| Andrew Steenman | Chicago |
| Andrew Williamson | Orange County |
| Andy Johnson | Boston |
| Andy Mueller | Milwaukee |
| Angela Bolduc | Milwaukee |
| Angela Reed | San Diego |
| Ann Kingston | Portland, OR |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|----------------------|--------------------|
| Anna Berezovskaya | Chicago |
| Anne Jackson | Indianapolis |
| Annie Hallum | Seattle |
| Annie Man | San Diego |
| Anthony Dardis | Chicago |
| Arlene Richardson | Boston |
| Arthur Rains-McNally | Seattle |
| Asad Irshad | Dubai |
| Ashlee Borcan | Tampa |
| Badis ZEGHMAR | Paris |
| Barb Dewey | San Diego |
| Barb Ward | Seattle |
| Barry Marks | New York |
| Becky Sielman | Hartford |
| Ben Diederich | Seattle |
| Ben Mori | Seattle |
| Ben Upchurch | Atlanta |
| Bernhard König | Zurich |
| Bertrand Lespinasse | Paris |
| Bill Mehilos | Indianapolis |
| Bill Most | New York |
| Bill Sayre | Little Falls, NJ |
| Bill Winningham | St. Louis |
| Bob Cosway | San Diego |
| Bob Meyer | New York |
| Brad Armstrong | Indianapolis |
| Brad Kuebler | Minneapolis |
| Brad Piper | Milwaukee |
| Brandon Kessler | Milwaukee |
| Brandy Cross | Omaha |
| Brandy Millen | Milwaukee |
| Brent Jensen | Salt Lake City |
| Bret Linton | Boise |
| Brett Swanson | Milwaukee |
| Brian Anderson | San Diego |
| Brian Brown | Milwaukee |
| Brian Fomby | Seattle |
| Brian Regan | Philadelphia |
| Brian Reid | Seattle |
| Brian Studebaker | Milwaukee |
| Brian Sweatman | Atlanta |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|---------------------|--------------------|
| Bruce Mitton | Portland, OR |
| Bruce Pyenson | New York |
| Carl Ashenbrenner | Milwaukee |
| Carol Bazell | New York |
| Carrie Vaughn | Portland, OR |
| Casey Baldwin | Portland, OR |
| Casey Hammer | San Francisco |
| Catherine Knuth | Milwaukee |
| Cathy Hwang | Hong Kong |
| Cathy Murphy-Barron | New York |
| Chad Karls | Milwaukee |
| Chad Schuster | Chicago |
| Chankyu Lee | San Francisco |
| Charles Gamsu | Milwaukee |
| Charles Hodge | Dallas |
| Charles Hoffman | Atlanta |
| Charlie Linn | Hartford |
| Charlie Mills | Seattle |
| Cheryl Frost | Dallas |
| Chihong An | Seoul |
| Chip Fetherston | Milwaukee |
| Chong wen Ang | Singapore |
| Chris Beck | Chicago |
| Chris Giese | Milwaukee |
| Chris Girod | San Diego |
| Chris Goodman | Dallas |
| Chris Martin | Milwaukee |
| Chris Onken | Chicago |
| Chris Pettit | Indianapolis |
| Chris Ruff | Philadelphia |
| Chris Tait | Philadelphia |
| Christine Ferro | New York |
| Christine Fleming | Boston |
| Christine Mytelka | Indianapolis |
| Christopher Clarke | London |
| Christopher Kunkel | Seattle |
| Christy Lewandowski | Milwaukee |
| Chuck Pearl | Dallas |
| Clément Bonnet | Hong Kong |
| Corey Berger | Atlanta |
| Corey Grigg | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------|--------------------|
| Corey Swarner | Portland, OR |
| Cory Gusland | Chicago |
| Courtney White | Atlanta |
| Craig Brophy | Boston |
| Craig Glyde | Seattle |
| Craig Reynolds | Seattle |
| Craig Roberts | Seattle |
| Dale Visser | Chicago |
| Dan Freeman | Omaha |
| Dan Rueschhoff | Seattle |
| Dan Wade | Seattle |
| Daniel Hare | Chicago |
| Daniel Sharon | Tel Aviv |
| Daniel Skwire | Portland, ME |
| Darcy Allen | Philadelphia |
| Daren Lockwood | Chicago |
| Darin Muse | Houston |
| Darlene Laursen | Dallas |
| Darrell Spell | Tampa |
| Dave Davenport | Seattle |
| Dave Forbes | Little Falls, NJ |
| Dave Huizel | Minneapolis |
| Dave Liner | Hartford |
| Dave Mirkin | New York |
| David Benbow | Minneapolis |
| David Cusick | San Diego |
| David Hayes | Atlanta |
| David Kennerud | Seattle |
| David Kirk | Cape Town |
| David Koenig | Seattle |
| David Lang | Dallas |
| David Lewis | Seattle |
| David Mike | Milwaukee |
| David Simon | Little Falls, NJ |
| David Wang | Seattle |
| Deana Bell | Seattle |
| Deep Patel | Chicago |
| Delbert Zamora | Dallas |
| Denise Foster | Seattle |
| Denny Stanley | Seattle |
| Derek Jones | New York |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Derek Newton | London |
| Dermot Corry | Seattle |
| Diane Laurent | Minneapolis |
| Dick Bottelli | New York |
| Dominic Clark | Madrid |
| Dorothee Bary | Paris |
| Doug Conkel | Dallas |
| Doug Norris | Denver |
| Dustin Grzeskowiak | Houston |
| Dwight Rebers | Chicago |
| Eamonn Phelan | Dublin |
| Ed Jhu | Seattle |
| Ed Morgan | Milan |
| Ehsan Sheikh | Chicago |
| Emily Vandermause | Milwaukee |
| Emma Kramer | Milwaukee |
| Eoin King | Dublin |
| Eric Carlson | Milwaukee |
| Eric Goetsch | Milwaukee |
| Eric Krafcheck | Milwaukee |
| Eric Serant | Paris |
| Eric Wunder | Milwaukee |
| Erica Baird | Minneapolis |
| Erica Chan | Hong Kong |
| Erik Niver | Omaha |
| Fabrice Taillieu | Paris |
| Fanny POUGET | Paris |
| Farzana Ismail | Kuala Lumpur |
| Fernando Mesquida | Buenos Aires |
| Fiona Ng | Chicago |
| Franck Ludwig | Paris |
| Frank Cestare | Philadelphia |
| Fritz Busch | Milwaukee |
| Gabi Dieguez | New York |
| Garrett Bradford | San Francisco |
| George Berry | Philadelphia |
| Gerald Erickson | Minneapolis |
| Ginny Boggs | Dallas |
| Glenn Bowen | Philadelphia |
| Glenn Giese | Milwaukee |
| Grant Camp | Orange County |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------------|--------------------|
| Greg Boland | Dallas |
| Greg Herrle | Milwaukee |
| Greg Sgrosso | Atlanta |
| Greg Zebolsky | Tampa |
| Guanjun Jiang | Shanghai |
| Guy Avagliano | San Francisco |
| Halim Gunawan | Jakarta |
| Hans Leida | Minneapolis |
| Hector Gueler | Buenos Aires |
| Heerak Basu | Mumbai |
| Heidi tenBroek | Seattle |
| Henny Verheugen | Amsterdam |
| Howard Callif | Milwaukee |
| Howard Kahn | New York |
| Hugh Larson | San Diego |
| Ian McCulla | Indianapolis |
| Iyibo Jack | Seattle |
| JP Augeri | New York |
| Jack Chmielewski | Milwaukee |
| Jake Pringle | Houston |
| Janet McCune | Dallas |
| Jaroslav Lech | Warsaw |
| Jason Clarkson | Indianapolis |
| Jason Gomborg | Chicago |
| Jason Kurtz | New York |
| Jason Nowakowski | Seattle |
| Jason Petroske | Milwaukee |
| Jason Russ | New York |
| Jason Sciborski | Milwaukee |
| Jason Speer | Omaha |
| Jay Guanella | Dallas |
| Jean Smith | Little Falls, NJ |
| Jean-Philippe Boisseau | Paris |
| Jeff Anderson | Minneapolis |
| Jeff Baker | Atlanta |
| Jeff Courchene | London |
| Jeff Greco | Chicago |
| Jeff Marzinsky | Albany |
| Jeffrey Milton-Hall | Seattle |
| Jen Howard | Tampa |
| Jen Janvrin | Omaha |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|---------------------------|--------------------|
| Jenn Castelhana | Hartford |
| Jennifer Carioto | New York |
| Jennifer Van der ree | London |
| Jennifer Wang | Little Falls, NJ |
| Jenny Gerstorff | Seattle |
| Jenny Jin | Chicago |
| Jeremiah daniel Gustafson | Omaha |
| Jeremy Cunningham | Indianapolis |
| Jeremy Kent | London |
| Jeremy Palmer | Indianapolis |
| Jerome Nebout | Paris |
| Jessica Bublitz | Milwaukee |
| Jessica Naber | Indianapolis |
| Jill Brostowitz | Milwaukee |
| Jill Bruckert | Milwaukee |
| Jill Herbold | Indianapolis |
| Jim Brackett | Chicago |
| Jim Davis | Dallas |
| Jim Silverstein | Chicago |
| Jim Stoltzfus | Philadelphia |
| Jim Tumlinson | Houston |
| Jinnie Olson | Dallas |
| Joanne Buckle | London |
| Joanne Fontana | Hartford |
| Joel Stewart | Denver |
| Joel Suelzle | Seattle |
| Joel Wehner | Houston |
| John Botsford | Walnut Creek |
| John Cookson | Philadelphia |
| John Donohue | Minneapolis |
| John Herzfeld | Boston |
| John Jenkins | London |
| John Meerschaert | Milwaukee |
| John Roeger | Chicago |
| Jon Hendrickson | Phoenix |
| Jon Lloyd | Dallas |
| Jonah Broulette | New York |
| Jonathan Glowacki | Milwaukee |
| Jose Silveiro | Madrid |
| Josh Reinstein | Atlanta |
| Joshua Dobiac | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------------|--------------------|
| Joy Schwartzman | New York |
| Judith Houtepen | Amsterdam |
| Julie Bentz | Dallas |
| Julie Cannaday | Dallas |
| Juliet Spector | Chicago |
| Justin Birrell | Seattle |
| Kara Tedesco | Dallas |
| Karen Beckham | Dallas |
| Kari Jakobe | Minneapolis |
| Karl Goring | Burlington |
| Karthik Yadatore | Seattle |
| Kate Fitch | New York |
| Kathryn Rains-McNally | Seattle |
| Kathy Dziedzic | Chicago |
| Kathy Warren | Philadelphia |
| Katie Holcomb | Milwaukee |
| Katie Nelson | Chicago |
| Keith Lockwood | Chicago |
| Kelly Backes | Milwaukee |
| Kelly Coffing | Seattle |
| Kelly Pretti | Milwaukee |
| Ken Bjurstrom | Milwaukee |
| Ken Joyce | Boston |
| Ken Mungan | Chicago |
| Ken Saucier | Hartford |
| Ken Scalf | Atlanta |
| Kenjiro Ito | Tokyo |
| Kent Sacia | Seattle |
| Kevin Campe | Chicago |
| Kevin Hart | Milwaukee |
| Kevin Manning | Dublin |
| Kim Guerriero | Boston |
| Kim Hiemenz | Milwaukee |
| Kosuke Iwasaki | Tokyo |
| Kristen Koon | Seattle |
| Kristin Houghton | Seattle |
| Kristofer Reed | Seattle |
| Kurt Lambrechts | Brussels |
| Kyle Hughes | Dallas |
| Kylee Bengochea | Seattle |
| Ladd Preppernau | Portland, OR |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-------------------|--------------------|
| Laird Zacheis | Chicago |
| Lalit Baveja | New Delhi |
| Laura Bucher | Seattle |
| Lauren Busey | Seattle |
| Leena Laloo | New Delhi |
| Leighton Hunley | Milwaukee |
| Lena Stumper | Dallas |
| Lily Taino | Chicago |
| Lin Sun | Chicago |
| Lindsay Unwin | London |
| Lindsy Kotecki | Minneapolis |
| Linyi Zhang | Chicago |
| Lisa Grove | Atlanta |
| Lisa Henderson | New York |
| Lisa Mattie | Milwaukee |
| Liz Weckstein | Portland, OR |
| Lori Julga | Milwaukee |
| Lotte Van Delft | Amsterdam |
| Luca Cavaliere | Milan |
| Luis Maldonado | Philadelphia |
| Luke Roth | Seattle |
| Lynn Dong | Seattle |
| Maggie Alston | New York |
| Mahrukh Mavalvala | Seattle |
| Manish Mandelia | Tampa |
| Marc Chiang | San Diego |
| Marcella Giorgou | New York |
| Marcin Krzykowski | Warsaw |
| Marcos Dachary | Seattle |
| Margaret Chance | Milwaukee |
| Maria Becker | Philadelphia |
| Maria Schiopu | Chicago |
| Mark Mulvaney | Denver |
| Mark Whatley | Singapore |
| Marlene Howard | Indianapolis |
| Mary Creten | Denver |
| Mary Eichler | Chicago |
| Mary Hart | Dallas |
| Matt Chamberlain | San Francisco |
| Matt Killough | Boston |
| Matt Kranovich | Chicago |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-----------------------|--------------------|
| Matt Larrabee | Portland, OR |
| Matt Timm | Milwaukee |
| Matthew Berman | Indianapolis |
| Matthew Ford | London |
| Matthew Hayes | Tampa |
| Maureen Tressel Lewis | Seattle |
| Max Mindel | San Francisco |
| Meghan Fetherston | Seattle |
| Merideth Randles | Seattle |
| Michael Cook | Milwaukee |
| Michael Culligan | Dublin |
| Michael Daly | Hong Kong |
| Michael Halford | Denver |
| Michael Hunter | Chicago |
| Michael McCord | Appleton |
| Michael Niemerg | Milwaukee |
| Michael Polakowski | Seattle |
| Michael Sperry | Dallas |
| Mike Bergerson | Minneapolis |
| Mike Bishop | Milwaukee |
| Mike Claffey | Dublin |
| Mike DeMattei | Los Angeles |
| Mike Gaal | Chicago |
| Mike Hoyer | Milwaukee |
| Mike Huard | Milwaukee |
| Mike Meehan | Boston |
| Mike Mikhitarian | Albany |
| Mike Paczolt | Chicago |
| Mike Peatrowsky | Omaha |
| Mike Schmitz | Milwaukee |
| Mike Sudduth | St. Louis |
| Mike Weilant | Tampa |
| Mindy Steichen | Milwaukee |
| Missy Gordon | Minneapolis |
| Mohamed Benkhalfa | Paris |
| Nancy Watkins | San Francisco |
| Nate Dorr | Chicago |
| Nate Sandrowicz | Tampa |
| Neel Patel | Chicago |
| Neeraj Bhatti | Milwaukee |
| Neil Cantle | London |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Neil Dissanayake | London |
| Nick Collier | Seattle |
| Nick Dumbreck | London |
| Nick Johnson | Seattle |
| Nicola Biscaglia | Milan |
| Niels Van der Laan | Amsterdam |
| Nina Lantz | Portland, OR |
| Noah Champagne | New York |
| Novian Junus | Seattle |
| Oliver Gillespie | London |
| Oshi Wilks | Tel Aviv |
| Pamela Pelizzari | New York |
| Pang Chye | Hong Kong |
| Pat Renzi | New York |
| Patrick Lawson | Dallas |
| Paul Anderson | Milwaukee |
| Paul Correia | Portland, ME |
| Paul Fedchak | Indianapolis |
| Paul Houchens | Indianapolis |
| Paul Marron | Dublin |
| Paul Sakhrani | Atlanta |
| Paul Schneider | Chicago |
| Paul Shane | Milwaukee |
| Pedro Alcocer | Tampa |
| Peggy Brinkmann | San Francisco |
| Peter Boekel | Amsterdam |
| Peter Franken | Amsterdam |
| Phil Simpson | London |
| Philip Borba | New York |
| Philip Jackson | Mumbai |
| Pierre Mieke | Paris |
| Prannoy Chaudhury | New York |
| Rachel Killian | Atlanta |
| Rachel Kullman | Seattle |
| Rachel Seale | Dallas |
| Raja Bhagavatula | New York |
| Rajeev Dutt | Chicago |
| Rajish Sagoenie | Amsterdam |
| Ram Kelkar | Chicago |
| Randy Mitchell | Dallas |
| Raymond Van Es | Amsterdam |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------|--------------------|
| Rebecca Connell | Dallas |
| Rebecca Johnson | New York |
| Rebekah Bayram | San Diego |
| Reetu Singh | Chicago |
| Rich Lord | Los Angeles |
| Rich Moyer | Seattle |
| Richard Frese | Chicago |
| Richard Holloway | Singapore |
| Rick Gordon | Philadelphia |
| Rick Ino | Tokyo |
| Ricky Trachtman | Chicago |
| Rob Bachler | Seattle |
| Rob Pipich | Philadelphia |
| Robert Bugg | London |
| Robert Cummings | Chicago |
| Robert Eaton | Tampa |
| Robert Schmidt | Boise |
| Roger Connolly | Seattle |
| Ron Cornwell | Omaha |
| Rong Yi | New York |
| Russell Osman | London |
| Russell Ward | London |
| Ryan Andersen | Seattle |
| Ryan Miller | Dallas |
| Ryan Rowland | Orange County |
| Ryan Swenson | Atlanta |
| Safder Jaffer | Dubai |
| Sam Elsherbeiny | Dallas |
| Sam Nandi | Chicago |
| Sarah Coates | Omaha |
| Sarah Murray | Boise |
| Scott Chow | Hong Kong |
| Scott Cook | Dallas |
| Scott Harris | Seattle |
| Scott Jones | Seattle |
| Scott Kurban | Denver |
| Scott Porter | Philadelphia |
| Scott Preppernau | Portland, OR |
| Scott Weltz | Milwaukee |
| Sean Silva | Walnut Creek |
| Sean Slattery | Seattle |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|--------------------|--------------------|
| Shamit Gupta | New Delhi |
| Shea Parkes | Indianapolis |
| Shelly Brandel | Milwaukee |
| Sheri Scott | Orange County |
| Shirley Song | Seattle |
| Shirley Wu | Chicago |
| Shyam Kolli | Atlanta |
| Siddharth Mehra | Dubai |
| Simon Moody | Milwaukee |
| Simon Wong | Atlanta |
| Sinead Clarke | Dublin |
| Stacey Muller | Milwaukee |
| Stephanie Peterson | New York |
| Stephanie Sent | Seattle |
| Stephanie Sorenson | Seattle |
| Stephen Koca | Los Angeles |
| Stephen Wolff | Milwaukee |
| Steve Conwill | Tokyo |
| Steve DiCenso | Boston |
| Steve White | Seattle |
| Steven Schreiber | New York |
| Stu Rachlin | Tampa |
| Stuart Reynolds | London |
| Stuart Silverman | New York |
| Su Meng Lee | Chicago |
| Subhash Khanna | New Delhi |
| Sue Klein | San Francisco |
| Sung-Hoon Kim | Seoul |
| Susan Pantely | San Francisco |
| Suzanne Taranto | New York |
| Sven Wagner | Dusseldorf |
| Sylvia Hagin | Philadelphia |
| T.J. Gray | Denver |
| Taka Hoshino | Tokyo |
| Takahiro Kinoshita | Tokyo |
| Tanya Hayward | San Diego |
| Tasha Khan | Portland, ME |
| Taylor McKinnon | Tampa |
| Ted Schlude | Chicago |
| Terry Bierman | Omaha |
| Thomas Peplow | London |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|-------------------|--------------------|
| Tigran Kalberer | Zurich |
| Tim Bleick | Milwaukee |
| Tim Connor | Little Falls, NJ |
| Tim Deitz | Seattle |
| Tim Herman | Milwaukee |
| Tim Hill | Chicago |
| Tim Kempen | Milwaukee |
| Tim Millwood | Atlanta |
| Tim Nugent | Philadelphia |
| Tim Wilder | San Diego |
| Timothy Vosicky | Chicago |
| Todd Fessler | Seattle |
| Todd Wanta | Milwaukee |
| Tom Carrabine | Minneapolis |
| Tom Kim | Seattle |
| Tom Prince | Denver |
| Tom Snook | Phoenix |
| Tom Whalen | Hartford |
| Tony Bloemer | Chicago |
| Tony Burke | Boston |
| Toshio Tanaka | Tokyo |
| Tracy Margiott | Hartford |
| Travis Grulkowski | Milwaukee |
| Troy Filipek | Milwaukee |
| Tyler Engel | New York |
| Uri Sobel | Little Falls, NJ |
| Vandana Bhardwaj | New Delhi |
| Vanessa Vaag | Little Falls, NJ |
| Veekash Badal | London |
| Verna Brenner | Little Falls, NJ |
| Vicki Mazzie | Albany |
| Victor Harte | Little Falls, NJ |
| Victor Huang | Sydney |
| Victoria Boyarsky | New York |
| Vincent Embser | Chicago |
| Wayne Blackburn | Little Falls, NJ |
| WenYee Lee | Singapore |
| Wes Mathews | Chicago |
| Will Fox | Seattle |
| Will Wiegel | Seattle |
| William Hines | Boston |

Milliman Shareholders as of March 1, 2023

| <u>Name</u> | <u>Office Name</u> |
|------------------|--------------------|
| William Strange | Dallas |
| Wouter Elshof | Amsterdam |
| Xiaohong Mo | Chicago |
| Yutaro Seki | Chicago |
| Zach Ballweg | Milwaukee |
| Zi xiang Low | Seattle |
| Zohair Motiwalla | Seattle |
| Zorast Wadia | New York |



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: PHONE (A/C. No. Ext): (312) 381-1000 FAX (A/C. No.): (312) 381-7007 E-MAIL ADDRESS: | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|--------------------------------------|-------|---|-------|------------|--|------------|--|------------|--|------------|--|
| INSURED Milliman, Inc. 1301 Fifth Avenue Ste. 3800 Seattle WA 98101 USA | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Federal Insurance Company</td><td>20281</td></tr><tr><td>INSURER B: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER C:</td><td></td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Federal Insurance Company | 20281 | INSURER B: ACE American Insurance Company | 22667 | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Federal Insurance Company | 20281 | | | | | | | | | | | | | | |
| INSURER B: ACE American Insurance Company | 22667 | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570100507675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | | | | | | | | | | | |
|--|---|-----------|----------|----------------------------------|-------------------------|-------------------------|--|--|-------------|---|-------------|------------------------------|-------------|--------------------------------|-------------|-------------------|-------------|------------------------|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER: | | | 30040837 General Liability | 06/30/2023 | 06/30/2024 | <table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$1,000,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$15,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table> | EACH OCCURRENCE | \$1,000,000 | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 | MED EXP (Any one person) | \$15,000 | PERSONAL & ADV INJURY | \$1,000,000 | GENERAL AGGREGATE | \$2,000,000 | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| EACH OCCURRENCE | \$1,000,000 | | | | | | | | | | | | | | | | | | |
| DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 | | | | | | | | | | | | | | | | | | |
| MED EXP (Any one person) | \$15,000 | | | | | | | | | | | | | | | | | | |
| PERSONAL & ADV INJURY | \$1,000,000 | | | | | | | | | | | | | | | | | | |
| GENERAL AGGREGATE | \$2,000,000 | | | | | | | | | | | | | | | | | | |
| PRODUCTS - COMP/OP AGG | \$2,000,000 | | | | | | | | | | | | | | | | | | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll Ded. \$1,000 <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | <table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td></td></tr><tr><td>BODILY INJURY (Per person)</td><td></td></tr><tr><td>BODILY INJURY (Per accident)</td><td></td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td></td></tr></table> | COMBINED SINGLE LIMIT (Ea accident) | | BODILY INJURY (Per person) | | BODILY INJURY (Per accident) | | PROPERTY DAMAGE (Per accident) | | | | | |
| COMBINED SINGLE LIMIT (Ea accident) | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per person) | | | | | | | | | | | | | | | | | | | |
| BODILY INJURY (Per accident) | | | | | | | | | | | | | | | | | | | |
| PROPERTY DAMAGE (Per accident) | | | | | | | | | | | | | | | | | | | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | <table><tr><td>EACH OCCURRENCE</td><td></td></tr><tr><td>AGGREGATE</td><td></td></tr></table> | EACH OCCURRENCE | | AGGREGATE | | | | | | | | | |
| EACH OCCURRENCE | | | | | | | | | | | | | | | | | | | |
| AGGREGATE | | | | | | | | | | | | | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below <input checked="" type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A | | | 71839056 Workers Compensation | 06/30/2023 | 06/30/2024 | <table><tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td>\$1,000,000</td></tr></table> | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | | E.L. EACH ACCIDENT | \$1,000,000 | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 | E.L. DISEASE-POLICY LIMIT | \$1,000,000 | | | | |
| <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | | | | | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$1,000,000 | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE-EA EMPLOYEE | \$1,000,000 | | | | | | | | | | | | | | | | | | |
| E.L. DISEASE-POLICY LIMIT | \$1,000,000 | | | | | | | | | | | | | | | | | | |

Certificate No : 570100507675

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Milliman ID: 1034
Nassau County is added as Additional Insured as respects the General Liability as required per written contract. 30 day notice of cancellation except 10 days for non-payment.

CERTIFICATE HOLDER

| | |
|--|---|
| Nassau County 1550 Franklin Avenue Mineola, NY 11501 USA | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i> |
|--|---|

Endorsement

| | |
|------------------------|----------------------------------|
| <i>Policy Period</i> | JUNE 30, 2023 TO JUNE 30, 2024 |
| <i>Effective Date</i> | JUNE 30, 2023 |
| <i>Policy Number</i> | 3004-08-37 |
| <i>Insured</i> | MILLIMAN, INC. |
| <i>Name of Company</i> | GREAT NORTHERN INSURANCE COMPANY |
| <i>Date Issued</i> | JULY 21, 2023 |

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative





One Liberty Plaza, 165 Broadway, Suite 3201
New York, NY 10006, U.S.A.
Mailing Address:
Aon - MSC# 17837, P.O. Box 6718
Somerset, NJ 08875, U.S.A.

t +1 212 441 1000
f +1 212 441 1953
aon.com/professional-services

Summary of Insurance Contract

Sent to: Nassau County
1550 Franklin Avenue
Mineola, NY 11501

Milliman ID: 150165 (RFP 1034)

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 13

Insurer(s): Indian Harbor Insurance Company and Various Insurance Companies

Period: 12:01 a.m. July 1, 2023 to 12:01 a.m. July 1, 2024

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. A retention may apply as per Policy terms and conditions. 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: November 21, 2023

Aon Risk Services Northeast Inc



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|---------------------------------------|
| PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA | CONTACT NAME: | |
| | PHONE (A/C. No. Ext): (312) 381-1000 | FAX (A/C. No.): (312) 381-7007 |
| INSURED Milliman, Inc. 1301 Fifth Avenue Ste. 3800 Seattle WA 98101 USA | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | NAIC # | |
| | INSURER A: Federal Insurance Company | 20281 |
| | INSURER B: ACE American Insurance Company | 22667 |
| | INSURER C: | |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570100507675 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|--|----------|----------------------------------|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 30040837 General Liability | 06/30/2023 | 06/30/2024 | EACH OCCURRENCE | \$1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$15,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG | \$2,000,000 |
| | OTHER: | | | | | | | |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | |
| | <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | | BODILY INJURY (Per accident) | |
| | <input checked="" type="checkbox"/> Comp/Coll Ded. \$1,000 | | | | | | PROPERTY DAMAGE (Per accident) | |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE | |
| | <input type="checkbox"/> DED <input type="checkbox"/> RETENTION | | | | | | | |
| | <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | 71839056 Workers Compensation | 06/30/2023 | 06/30/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | <input type="checkbox"/> Y <input checked="" type="checkbox"/> N | N/A | | | | E.L. EACH ACCIDENT | \$1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE-EA EMPLOYEE | \$1,000,000 |
| | | | | | | | E.L. DISEASE-POLICY LIMIT | \$1,000,000 |

Certificate No : 570100507675

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Milliman ID: 1034
Nassau County is added as Additional Insured as respects the General Liability as required per written contract. 30 day notice of cancellation except 10 days for non-payment.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| Nassau County 1550 Franklin Avenue Mineola, NY 11501 USA | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i> |

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Endorsement

Policy Period JUNE 30, 2023 TO JUNE 30, 2024
Effective Date JUNE 30, 2023
Policy Number 3004-08-37
Insured MILLIMAN, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY
Date Issued JULY 21, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement*(continued)*

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

*Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization*

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

