PERSONAL SERVICES CONTRACT

County of Nevada, California

This Personal Services Contract is made between the COUNTY OF NEVADA (herein "County"), and

Bartel Associates, LLC

(herein "Contractor"), wherein County desires to retain a person or entity to provide the following services, materials and products generally described as follows:

(§1) **Actuarial consulting services for preparation of a biennial valuation of the County's Other Post Employment Benefits (OPEB) and Annual Reporting as required by GASB 75**

SUMMARY OF MATERIAL TERMS

(§2) **Maximum Contract Price:** $30,500

(§3) **Contract Beginning Date:** 07/01/2019 **Contract Termination Date:** 12/31/2021

(§4) **Liquidated Damages:** _____

INSURANCE POLICIES

Designate all required policies:			Req'd	Not Req'd
(§6)	**Commercial General Liability**	($1,000,000)	X	
(§7)	**Automobile Liability**	($ 300,000) Personal Auto		X
		($1,000,000) Business Rated	X	
		($1,000,000) Commercial Policy		X
(§8)	**Worker's Compensation**		X	
(§9)	**Errors and Omissions** ($1,000,000)		X	

LICENSES AND PREVAILING WAGES

(§14) Designate all required licenses:

_____

NOTICE & IDENTIFICATION

(§26) **Contractor:**
Bartel Associates LLC
411 Borel Ave, Suite 101
San Mateo, CA 94402

Contact Person: Doug Pryor
(650) 377-1600
e-mail: dpryor@bartel-associates.com

County of Nevada:
Auditor-Controller's Office
950 Maidu Avenue, Ste 230
Nevada City, CA 95959

Contact Person: Marcia Salter
(530) 265-1251
e-mail: Marcia.Salter@co.nevada.ca.us
Org Code: 0101-10202-0411000-521520

Contractor is a: (check all that apply)

Corporation:	____Calif.,	____Other,	X LLC,	____Non-profit
Partnership:	____Calif.,	____Other,	____LLP,	____Limited
Person:	____Indiv.,	____Dba,	____Ass'n	____Other

EDD: Independent Contractor Worksheet Required: ____Yes ____No
HIPAA: Schedule of Required Provisions (Exhibit D): ____Yes ____No

ATTACHMENTS

Designate all required attachments:	Req'd	Not Req'd
Exhibit A: Schedule of Services (Provided by Contractor)	X	
Exhibit B: Schedule of Charges and Payments (Paid by County)	X	
Exhibit C: Schedule of Changes (Additions, Deletions & Amendments)	X	
Exhibit D: Schedule of HIPAA Provisions (Protected Health Information)		X

Terms

Each term of this Contract below specifically incorporates the information set forth in the Summary at page one (1) above as to each respective section (§) therein, as the case may be.

Services

1. Scope of Services:

Contractor shall provide all of the services, materials and products (herein "Services") generally described in **Exhibit "A"**, according to a performance schedule, if applicable, as set forth in said exhibit (herein "Performance Schedule") . If requested, Contractor agrees to serve as an expert witness for County in any third party action or proceeding arising out of this Contract.

Payment

2. Charges and Payments:

The charges (herein "Charges") for furnishing the aforesaid Services under this Contract are set forth in **Exhibit "B"**, including, if applicable, hourly rates, unit pricing, and expense, mileage and cost limits. Said Charges shall be presented monthly by invoice, and shall be due within thirty (30) days of receipt unless payment is otherwise set forth in said **Exhibit "B"**, and shall remain in effect for the entire term of this Contract, and any extension hereof. In no event will the cost to County for Services to be provided under this Contract, including direct non-salary expenses, exceed the **Maximum Contract Price** set forth at §2, page one (1), above.

Time for Performance

3. Contract Term:

This Contract shall commence on the **Contract Beginning Date** set forth at §3, page one (1), above. All Services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** set forth at §3, page one (1), above.

4. Liquidated Damages:

County and Contractor agree that damages to County due to delays in timely providing Services in accordance with the aforesaid Performance Schedule and Contract Termination Date are impractical and difficult to ascertain. Therefore, if §4 at page one (1) hereof shall indicate a daily amount as **Liquidated Damages**, County shall have the right to assess said daily sum, not as a penalty, but as and for damages to County due to delays in providing Services not in accordance with the said Performance Schedule, or later than the Contract Termination Date (herein "Delay"). Liquidated Damages shall be offset against amounts owing to Contractor, including retention sums.

To the extent that any Delay is a result of matters or circumstances wholly beyond the control of Contractor, County may excuse said Liquidated Damages; provided however, that County may condition such excuse upon Contractor having given prompt notice to County of such delay immediately by telephone and thereafter by written explanation within a reasonable time. The time for Contractor's performance shall be extended by the period of delay, or such other period as County may elect.

5. Time of the Essence:

Time is of the essence with respect to Contractor's performance under this Contract. Delay in meeting the time commitments contemplated herein will result in the assessment of liquidated damages, if indicated at §4 at page one (1), hereof. If Liquidated Damages are not so indicated, damages shall be as otherwise provided by law.

Insurance

6. Commercial General Liability Insurance: (County Resolution No. 90674)

If §6 at page one (1) hereof shall indicate a **Commercial General Liability** insurance policy is required, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following:

(i) Broad form coverage for liability for death or bodily injury to a person or persons, and for property damage, combined single limit coverage, in the minimum amount indicated at said §6;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

7. Automobile Liability Insurance: (County Resolution No. 90676)

If §7 at page one (1) hereof shall require either a Business Rated or a Commercial **Automobile Liability** insurance policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance evidenced by a certificate of insurance with properly executed endorsements attached, which insurance shall include the following provisions:

(i) Liability protection for death or bodily injury to a person or persons, property damage, and uninsured and underinsured coverage, combined single limit coverage, in the minimum amount indicated at said §7;

(ii) An endorsement naming County as an additional insured under said policy, with respect to claims or suits arising from the Services provided or the relationships created under this Contract;

(iii) A provision that said insurance shall be primary and other insurance maintained by the County of Nevada shall be excess only and not contributing with Contractor's insurance;

(iv) A provision that said insurance shall provide for thirty (30) days written notice to County of any termination or change in coverage protection, or reduction in coverage limits (except ten (10) days notice for non-payment of premium).

If §7 at page one (1) hereof shall require a Personal Auto policy, for each vehicle used including non-owned and hired automobiles, Contractor shall promptly provide proof of such insurance for a minimum of three hundred thousand dollars, ($300,000), in combined single limits, and naming the County as additionally insured.

8. Worker's Compensation: (County Resolution No. 90674)

If §8 at page one (1) hereof shall indicate a **Worker's Compensation** insurance policy is required, Contractor shall maintain said policy as required by law, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

Before commencing to utilize employees in providing Services under this Contract, Contractor warrants that it will comply with the provisions of the California Labor Code, requiring Contractor to be insured for worker's compensation liability or to undertake a program of self-insurance therefor.

9. Errors and Omissions:

If §9 at page one (1) hereof shall indicate **Errors and Omissions** insurance is required, Contractor shall maintain either a professional liability or errors & omissions policy in the minimum amount indicated, and shall promptly provide proof of such insurance evidenced by a certificate of insurance, or other documentation acceptable to County.

10. Miscellaneous Insurance Provisions: (County Resolution No. 90675)

All policies of insurance required by this Contract shall remain in full force and effect throughout the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to "claims made" coverage. If the County does consent to "claims made" coverage and if Contractor changes insurance carriers during the term of this Contract or any extensions hereof, then Contractor shall carry prior acts coverage.

Insurance afforded by the additional insured endorsement shall apply as primary insurance, and other insurance maintained by County, its officers, agents and/or employees, shall be excess only and not contributing with insurance required or provided under this agreement.

At all times, Contractor shall keep and maintain in full force and effect throughout the duration of this Contract, policies of insurance required by this Contract which policies shall be issued by companies

with a Best's Rating of B+ or higher (B+, B++, A-, A, A+ or A++), or a Best's Financial Performance Rating (FPR) of 6 or higher (6, 7, 8 or 9) according to the current Best's Key Rating Guide, or shall be issued by companies approved by the County Risk Manager. In the event the Best's Rating or Best's FPR shall fall below the rating required by this paragraph, Contractor shall be required to forthwith secure alternate policies which comply with the rating required by this paragraph, or be in material breach of this Contract.

Failure to provide and maintain the insurance policies (including Best's ratings), endorsements, or certificates of insurance required by this Contract shall constitute a material breach of this agreement (herein "Material Breach"); and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both. (See §13, ¶2, below, as these provisions additionally apply to subcontractors.)

11. Indemnity:

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify, defend and hold harmless the County and its officers, officials, employees, agents and volunteers from any and all liabilities, claims, demands, damages, losses and expenses (including, without limitation, defense costs and attorney fees of litigation) which result from the negligent act, willful misconduct, or error or omission of Contractor, except such loss or damage which was caused by the sole negligence or willful misconduct of County or its officers, officials, employees, agents and volunteers.

Personal Services

12. Contractor as Independent:

In providing services herein, Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as agents or employees of County.

13. Assignment and Subcontracting:

Except as specifically provided herein, the rights, responsibilities, duties and Services to be performed under this Contract are personal to the Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute nor replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor and assignee to comply with the insurance provisions set forth herein at §§6, 7, 8, 9 and 10, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor and assignee shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

14. Licensing and Permits:

Contractor warrants (i) Contractor is qualified and competent to provide all Services under this contract; (ii) Contractor and all employees of Contractor hold all necessary and appropriate licenses therefor, including those licenses set forth at §14, page one (1) hereof; and, (iii) Contractor shall obtain, and remain in compliance with, all permits necessary and appropriate to provide said Services. Contractor shall cause said licenses and permits to be maintained throughout the life of this Contract. Failure to do so shall constitute a Material Breach of this agreement, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

Public Contracts

15. Prevailing Wage and Apprentices:

To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with Section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code §§1720, et seq.; and shall be in conformity with Title 8 of the California Code of Regulations §§200 et seq., relating to apprenticeship. Where applicable:

(i) Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage

determinations are available on the California Department of Industrial Relations website at http://www.dir.ca.gov/OPRL/PWD.

(ii) Contractor and all subcontractors must comply with the requirements of Labor Code Section 1771.1(a) pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those Sections must be maintained throughout the performance of the Contract.

(iii) Contracts to which these prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

(iv) The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

16. Accessibility (County Resolution No. 00190)**:**

It is the policy of the County of Nevada that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be in compliance with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct Services are and shall be accessible to all persons.

17. Nondiscriminatory Employment:

In providing Services hereunder, Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.

18. Prior Nevada County Employment (County Resolution No. 03-353)**:**

Effective July 22, 2003, it is the policy of the County of Nevada that former members of the Board of Supervisors, a former CEO, or a former Purchasing Agent, for a period of twelve (12) months following the last day of employment, shall not enter into any relationship wherein that former employee or former Board member receives direct remuneration from a legal entity that, during the last twelve (12) months of said employment or Board member's service, entered into a contract with, or received a grant from the County of Nevada. Provided however, that this prohibition shall not apply to any employee that did not personally approve a contract with or grant to said legal entity during the last twelve (12) months of said employment, and shall not apply when the Board of Supervisors did not approve a contact with or grant to said legal entity during the last twelve (12) months of said Board member's service.

A violation of this policy shall subject Contractor to all of the remedies enumerated in said resolution and as otherwise provided in law, which remedies shall include but not be limited to injunctive relief, cancellation and voiding of this contract by County, a return of grant money, a cause of action for breach of contract, and entitlement to costs and reasonable attorney fees in any action based upon a breach of contract under this provision.

19. Cost Disclosure:

In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report

Default and Termination

20. Termination:

A Material Breach of this Contract pursuant to the terms hereof or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this contract, or both, **without notice**.

If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) days written notice** to Contractor.

Either party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.

County, upon giving **sixty (60) calendar days written notice** to Contractor, shall have the right to terminate its obligations under this Contract at the end of any fiscal year if the County or the State of California, as the case may be, does not appropriate funds sufficient to discharge County's obligations coming due under this contract.

Miscellaneous

21. Books of Record and Audit Provision:

Contractor shall maintain complete records relating to this Contract for a period of five (5) years from the completion of Services hereunder. Said records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits

Contractor shall permit County to audit said records as well as such related records of any business entity controlled by Contractor. Said audit may be conducted on Contractor's premises or at a location designated by County, upon fifteen (15) days notice. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charged of five percent (5%) or more of the Maximum Contract Price.

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

23. Entire Agreement:

This Contract represents the entire agreement of the parties, and no representations have been made or relied upon except as set forth herein. This Contract may be amended or modified only by written, fully executed agreement of the parties.

24. Jurisdiction and Venue:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Nevada County, California.

25. Compliance with Applicable Laws:

The Contractor shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern of affect the Services to be provided by this Contract.

26. Notices:

This Contract shall be managed and administered on County's behalf by the department and the person set forth at §26, page one (1) of this Contract, and all invoices shall be submitted to and approved by this Department. In addition to personal service, all notices may be given to County and to Contractor by first class mail addressed as set forth at said §26 Said notices shall be deemed received the fifth (5th) day following the date of mailing or the earlier date of personal service, as the case may be.

27. Authority:

All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

IN WITNESS WHEREOF, the parties have executed this Contract effective on the Beginning Date, above.

CONTRACTOR:

Doug Pryor

Name: Doug Pryor
Title: Vice President

Dated: May 30, 2019

COUNTY OF NEVADA:

Honorable Richard Anderson
Chair, Board of Supervisors

Dated: _____

Attest: _____
Julie Patterson Hunter
Clerk of the Board

EXHIBIT "A"

SCHEDULE OF SERVICES

Bartel Associates, LLC

Bartel Associates, LLC will prepare a GASB 75 OPEB actuarial valuation of the County's retiree healthcare plan as of June 30, 2019, CERBT actuarial certifications, a formal valuation report and a June 30, 2020 an June 30, 2021 GASB 75 Report

Services will include:

The valuation will include a meeting with the County to review the plan provisions, census data, actuarial methods and assumptions, and valuation results. Our discussion outline for the meeting will include:

- Historical valuation results, asset information including returns and demographic information
- Gain and loss analysis with changes in the Actuarial Accrued Liability since the prior valuation
- Long term contribution projection
- Results provided separately for Safety and Miscellaneous groups
- Statistical comparison of County results with other Bartel Associates OPEB valuations
- Detailed participant statistics, including summary of healthcare plan and coverage elections and
- Summary of upcoming OPEB and CalPERS issues.

Data Requirements

- Written summary of the County's retiree healthcare plan provisions, including a description of the County's contributions for active and retired employees if they have changed since the June 30, 2017 actuarial valuation.
- Copies of the most recent MOUs for bargained employee groups and agreements for unrepresented groups if that information is not available on the County's website.
- The County's most current CalPERS PEMHCA resolution(s) if different from that provided for the June 30, 2017 valuation.
- The County's June 2019 CalPERS health premium invoice, including a list of the County's contribution for each employee and retiree.
- Total OPEB retiree pay-as-you-go costs for 2018/19.
- Plan asset information:
- All quarterly and annual trust statements received from CalPERS since June 30, 2017.
- Active and retired participant data as of the June 30, 2019 valuation date in an Excel workbook format. Active and retired participant information can be provided on separate worksheets.

- Active Data - name, employee number (not Social Security number), gender, birth date, hire date, medical plans, single/2-party/family coverage, CalPERS pension plan (Miscellaneous , Safety), pension tier (Miscellaneous 2.7%@55 or 2%@60 or PEPRA, Safety 3%@50 or 3%@55 or PEPRA), total CalPERS service including service at other agencies (if available), bargaining or employee group, Medicare eligibility (if available), and annual PERSable compensation. Indicate the pay period for the compensation reported. Include any active employees who have waived healthcare coverage.
- Retiree Data - name, employee number (not Social Security number), gender, birth date, hire date, retirement type (service retirement, disability retirement, surviving spouse),

retirement date, medical plans, single/2-party/family coverage, bargaining or employee group, spouse's birth date (if available), Medicare eligibility, portion of premium paid by the County, and portion of premium paid by the retiree. Include any retirees or surviving spouses of retirees who have waived coverage.

- The census data provided for the June 30, 2019 valuation should be a snapshot of the County's active employees and retirees receiving or who have waived healthcare benefits as of the valuation date of June 30, 2019 and not an earlier or later date. If the County provides census data as of a later date reflecting new hires, terminations, or retirees since the valuation date of June 30, 2019, the County's auditors may question the validity of the actuarial valuation for use in the County's financial statement.
- The County can prepare the above participant census data by first requesting a copy of its CalPERS PEMHCA database as of June 30, 2019 by emailing CalPERS at *CERBT4U@calpers.ca.gov*. This data extract may be helpful to the County in assembling the requested employee census information, including retirees who waived coverage. If you'd like to use the data extract for the valuation:
  - Add PERSable compensation to each active record
  - Add bargaining or employee group
  - Remove any retirees who aren't eligible to participate in your retiree healthcare plan, for example, if they did not retire directly from the County
  - Add portion of premium reimbursed by the County outside of PEMHCA to each retiree record
  - Complete any additions, deletions, or changes necessary to make the file current as of the valuation date.

GASBS 75 Accounting Report Data

- Fiscal year end June 30, 2020 GASBS 75 Accounting Report Information
  - Covered employee payroll for fiscal year 2019/20 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year).
  - OPEB retiree pay-as-you-go costs (retiree health insurance subsidy paid by County) and administrative expenses (PEMHCA) paid by the County during fiscal year 2019/20. Indicate portion of payments, if any, that were reimbursed by the trust.
  - Employer contribution made to the trust during fiscal year 2019/20.
- Fiscal year end June 30, 2021 GASBS 75 Accounting Report Information
  - Covered employee payroll for fiscal year 2020/21 – the total payroll (gross W-2 Medicare wages) for all employees who could be eligible for OPEB benefits (including those terminated during the fiscal year).
  - OPEB retiree pay-as-you-go costs (retiree health insurance subsidy paid by County) and administrative expenses (PEMHCA) made outside the trust during fiscal year 2020/21. Indicate portion of payments, if any, that were reimbursed by the trust.
  - Employer contribution made to the trust during fiscal year 2020/21.
  - Participant head counts (actives, retirees, and waived retirees) as of June 30, 2020 (measurement date), if available.

EXHIBIT "B"

SCHEDULE OF CHARGES AND PAYMENTS

(Paid by County)

Payment schedules shall set forth specific milestones which relate to the schedule of services to be provided, as set forth in **Exhibit "A"**, above.

The fee to prepare an actuarial valuation of the County's retiree healthcare plan as of June 30, 2019 will be approximately $23,000 and one meeting to discuss the valuation results. If the County would like us to prepare the June 30, 2020 and the June 30, 2021 GASBS 75 information using the June 30, 2019 valuation, the additional fees are approximately $2,500 for each report.

Information provided timing, and fees are as follows:

Project	Approximate Start/Completion Date	Fees	
		Estimate	Cap
Valuation report and meeting, including ▪ 6/30/19 funded status ▪ 20/21 and 21/22 recommended contributions	September 2019/ December 2019	$ 23,000	$ 24,500
GASBS 75 accounting report for 19/20 (based on 6/30/19 measurement date)	July 2020/ September 2020	2,500	3,000
GASBS 75 accounting report for 20/21 (based on 6/30/19 valuation rolled forward to 6/30/20 measurement date)	July 2021/ September 2021	2,500	3,000
Total		$ 28,000	$ 30,500

Please note that our fee estimate assumes:

- We will bill the County monthly at the following hourly rates up to the amounts listed above; they include expenses (travel, phone, copying, etc.)

Position	2019 Hourly Rates
Partner & Vice President	$ 290
Assistant Vice President	260
Associate Actuary	210
Senior Actuarial Analyst	190
Actuarial Analyst	155

- The County has made no changes to its retiree healthcare plan or healthcare providers since the last actuarial valuation as of June 30, 2017.
- No substantial changes occur between the valuation date and the GASBS 75 measurement dates that would require revised actuarial assumptions and/or plan provisions.
- We will provide GASBS 75 reports separately.

- Participant census data requested will be provided completely and accurately in an Excel workbook with 1 record per participant and all requested plan, financial, and census information will be internally consistent.
- Costs and liabilities will be provided using 1 funding method and 1 set of assumptions.
- The County has not changed its funding policy of full ADC contribution.

Please note that the fee estimate will be higher if:

- Results are needed separately for additional employee groups.
- Results are needed for alternative plan designs.
- The County requests additional meetings. We will base our fee for additional meetings on our billing rates and the time needed for the meetings and preparation.
- Assistance with footnotes under GASBS 75 beyond our GASBS 75 reports (which will contain all actuarial related information needed for footnotes).

EXHIBIT "C"

SCHEDULE OF CHANGES

(Amendments and Additions to Contract)

22. Intellectual Property:

All original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto (herein "Intellectual Property"), which concern or relate to this Contract and which have been prepared by, for or submitted to Contractor, shall be the property of County, and upon fifteen (15) days demand therefor, shall be promptly delivered to County without exception. Provided however, for personal purposes only and not for commercial, economic or any other purpose, Contractor may retain a copy of Contractor's work product hereunder.

28. Confidentiality Clause - Paragraph 28 is added to read:

Except as expressly authorized under the terms of the Agreement, or as required by law, Contractor shall not disclose any information, documents, records or data provided by County to Contractor pursuant to this Agreement that County identifies as confidential, or that is otherwise deemed confidential under law. In addition, Contractor agrees to comply with the requirements of 42 U.S.C. §§ 1171 et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and its subsequent amendments, related to Protected Health Information (PHI), in performing any task or activity on behalf of County to the extent Contractor is required by law to comply with said requirements.

_____

Approved by County Counsel