



State of Wisconsin
 Department of Employee Trust Funds
 4822 Madison Yards Way
 Madison, WI 53705-9100

P. O. Box 7931
 Madison, WI 53707-7931

Contract by Authorized Board

Commodity or Service:

Contract No.:

Consulting Actuary for Wisconsin
 Health Insurance Programs

ETD0012 – Amendment #7 dated April 23, 2019

Contract Period: January 1, 2019 through December 31, 2019

1. This Contract Amendment #7 is entered into by the State of Wisconsin Department of Employee Trust Funds (ETF), hereinafter referred to as the "Department," and The Segal Company (Eastern States), Inc., hereinafter referred to as the "Contractor," whose address and principal officer appear on page 2 below. The Department is the sole point of contact for this Contract.
2. Whereby the Department agrees to direct the purchase and the Contractor agrees to supply the Contract requirements cited herein in accordance with the State of Wisconsin Standard Terms and Conditions and in accordance with the Contractor's proposal date February 17, 2014 hereby made a part of this contract by reference.
3. In connection with the performance of work under this Contract, the Contractor agrees not to discriminate against any employees or applicants for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor further agrees to take affirmative action to ensure equal employment opportunities. The Contractor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.
4. Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan. Contractors with an annual work force of less than fifty (50) employees are exempted from this requirement. Within fifteen (15) business days after the award of the Contract, the plan shall be submitted for approval to the Department. Technical assistance regarding this clause is provided by the Department of Employee Trust Funds, P.O. Box 7931, Madison, WI 53707-7931, 608.266.2586, or via e-mail at ETF SMBProcurement@etf.wi.gov.
5. This initial contract period is for fifteen (15) months. Each contract period annually will be for twelve (12) months and extend unless and until either party gives the other 180 days' notice of their intent to cancel the Contract.
6. The Contract Amendment #1 is dated January 7, 2016 and the costs are not to exceed \$333,720.
7. The Contract Amendment #2 is dated April 7, 2016 with the attached Scope of Work dated April 7, 2016. Maximum costs for Wellness and Data Warehouse and Business Intelligence services shall be \$27,000 and paid upon ETF's satisfactory deliverable receipt and an approved invoice with billable hours. Maximum costs for Self-insuring/Regional Services shall be \$175,000 and paid in eight (8) equal installments from April through November 2016 upon receipt of an approved invoice. The total costs for Contract Amendment #2 shall not exceed \$202,000.
8. The Contract Amendment #3 is dated May 16, 2016 with attached Scope of Work dated May 16, 2016. All deliverables will be received by June 30, 2016. The total cost for Contract Amendment #3 shall not exceed \$106,000.
9. The Contract Amendment #4 is dated February 2, 2017 and the costs are not to exceed \$340,094.
10. The Contract Amendment #5 February 19, 2018 for consulting actuary related services, with the costs not to exceed \$354,474 for retainer fee services described in RFP ETD0012 and Amendment #5A. Amendment #5B includes the scope of work and fees for the Medicare Advantage RFP, and the costs are not to exceed \$107,844. Amendment #5C includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$125,000. Amendment #5D includes the scope of work and fees for assistance on the RFP for the Self-insuring and regionalization of the health benefits program and the costs are not to exceed \$159,794. Costs for Amendments

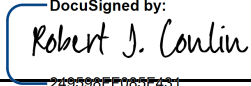
#5B&C&D shall be billed in addition to the 2018 retainer fee, in a single invoice, after ETF's satisfactory receipt of deliverables.

11. The Contract Amendment #6 dated March 7, 2019 is for consulting actuary related services:
 - costs are not to exceed \$362,201 for those retainer fee services described in RFP ETD0012;
 - RFP ETD0012 Sect. 2.4 is amended as shown in Amendment #6A; and
 - RFP ETD0012 Sect. 3.6 Annual Health Insurance Dates and Deliverables Timetables is replaced with the table in Amendment #6B; and
 - Amendment #6C adds scope of work dated February 20, 2019 regarding Audit of the Income Continuation Insurance (ICI) and Duty Disability (DD) Actuarial Valuations for the Wisconsin Department of Employee Trust Funds (ETF) for which costs are not to exceed \$ 110,000.

12. This Contract Amendment #7 dated April 23, 2019 is for consulting actuary related services. It includes the scope of work and fees for the preparation of the Other Postemployment Benefit (OPEB) Information and the costs are not to exceed \$40,000.

13. For purposes of administering the Contract, the order of precedence is:
 - A) The Contract with the Segal Company (Eastern States), Inc.;
 - B) this Contract Amendment #7 dated April 23, 2019;
 - C) the Contract Amendment #6 dated March 7, 2019;
 - D) the Contract Amendment #5 dated February 19, 2018;
 - E) the Contract Amendment #4 dated February 2, 2017;
 - F) the Contract Amendment #3 dated May 16, 2016 with attached Scope of Work dated May 16, 2016;
 - G) the Contract Amendment #2 dated April 7, 2016 with attached Scope of Work dated April 7, 2016;
 - H) the Contract Amendment #1 dated January 7, 2016;
 - I) Questions from vendors and ETF Answers dated January 28, 2014;
 - J) Exhibit A, Changes Agreed to by the Parties from the Request for Proposal (RFP) ETD0012;
 - K) Exhibit B, Business Associate Agreement dated July 23, 2014;
 - L) the RFP dated January 6, 2014, and
 - M) the Contractor's proposal dated February 17, 2014.

Contract Number & Service: ETD0012 – Amendment #7 dated April 23, 2019
 Consulting Actuary for Wisconsin Health Insurance Programs

State of Wisconsin	
Department of Employee Trust Funds	
Signature	
Name/Title	Robert J. Conlin, Secretary Department of Employee Trust Funds
Phone	608.266.0301
Date (MM/DD/CCYY)	4/25/2019

Contractor	
Legal Company Name The Segal Company (Eastern States), Inc.	
Trade Name Segal Consulting	
Taxpayer Identification Number 13-1835864	
Company Address (City, State, Zip) 2018 Powers Ferry Road, Suite 850 Atlanta, GA 30339-7200	
By (print Name) Kenneth C. Vieira, FSA, FCA, MAAA	
Signature	

Title	Senior Vice President
Phone	678.306.3154
Date (MM/DD/CCYY)	4/23/2019

**Scope of Work
Contract Amendment #7
The Segal Company (Eastern States)**

Contract Amendment for preparing other postemployment benefit information (OPEB Information) for programs administered by the Wisconsin Department of Employee Trust Funds (ETF) in which the State participates as an employer.

This scope of work services will be delivered as an amendment to the actuarial services contract. The scope includes the assistance on the OPEB Information that is to be incorporated into the State of Wisconsin's audited Fiscal Year (FY) 2019 Comprehensive Annual Financial Report (CAFR) to meet financial reporting requirements issued by the nationally -recognized Governmental Accounting Standards Board (GASB) in their Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*.

Deliverables:

Provide GASB 75 actuarial OPEB Information for the following program:

- Health Insurance -- both pre-age 65 postretirement medical benefits for State employees and all other participating employers (implicit rate subsidy) and post-age 65 liabilities for State employees and all other participating employers, if necessary (Medicare Part D subsidy).

This will allow the State to fulfill the GASB 75 requirements and meet its goal of having the financial statements receive an unqualified opinion from the auditors.

GASB 75 OPEB information to be provided for the Health Insurance Program in which the State of Wisconsin participates as an employer is as follows:

- A letter outlining the results of the participation study, based on the information provided by the State by March 31, 2019;
- A mid-April assumptions presentation (hour-long conference call);
- Financial information to identify and/or calculate the amounts to be reported as liabilities, expenditures/expenses, and deferred outflows and deferred inflows of resources in the government-wide financial statements and the proprietary fund financial statements of the State of Wisconsin's CAFR following the requirements of GASB 75. Such information will address requirements of GASB 75, Paragraphs 146 through 159 (where applicable), and will include the derivation of the GASB 75 Net OPEB Liability (NOL) and the OPEB expense, based on the valuation previously performed by Segal as of January 1, 2017, and updated for plan and assumption changes to the measurement date of June 30, 2018;
- Information will include OPEB plan totals for NOL, contributions, OPEB expense, deferred outflows, deferred inflows, and any other required amounts;
- Information will include schedules for the allocation, proportionate share, amortization, sensitivity, schedule of changes and related ratios, and other allocated items for the State and all other participating employers;
- Supporting Information for Health Program;
- Disclosures as required by GASB 75, Paragraphs 162 through 169, where applicable;
- Other OPEB Information, including Required Supplementary Information (as discussed in GASB 75, Paragraphs 170 and 171), where applicable; and,
- Auditor interaction.

The financial information and note disclosures should be delivered to the ETF electronically along with schedules provided in an Excel format.

Due date to ETF: Draft report due May 31, 2019 and final report due no later than June 30, 2019. The total cost shall not exceed \$40,000 which includes \$5,000 for the one-time participation rate study. \$20,000 shall be billed upon delivery of the final report and schedules and the remainder shall be billed when all deliverables have been audited and ETF has acknowledged the quality of the deliverables.