

AGREEMENT FOR BENEFITS CONSULTING AND ACTUARIAL SERVICES

This agreement ("Agreement"), dated as of January 1, 2019 ("Effective Date") is by and between the County of Sonoma, a political subdivision of the State of California (hereinafter "County"), and The Segal Company (Western States), Inc., for itself and on behalf of its affiliates collectively doing business as Segal Consulting, (hereinafter "Consultant"). RECITALS

WHEREAS, Consultant represents that it is a duly qualified and licensed, experienced in providing professional benefits consulting, brokerage, actuarial, and related services; and

WHEREAS, in the judgment of the County of Sonoma Human Resources Director, as a result of a Request for Proposal process in 2018, it is necessary and desirable to employ the services of Consultant to provide professional consulting services in the areas of employee and retiree benefits administration, brokerage, and actuarial services beginning January 1, 2019.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit "A," attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit "A" and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit "A", the provisions in the body of this Agreement shall control.

1.2 Cooperation Between Parties. Consultant shall cooperate with County and County staff in the performance of all work hereunder. The County shall cooperate with the Consultant to enable the performance of work hereunder.

- a. In order for Consultant to perform the services described in Exhibit A "Scope of Work" and within the times or by the dates provided for in Exhibit A and pursuant to Article 7, Prosecution of Work, the Consultant will periodically prepare a detailed data request outlining what is necessary to perform the services set forth in that Exhibit. The County agrees to provide the Consultant and instruct its staff, legal counsel and other service providers (the "Other Professionals") to provide the Consultant on a timely basis with any and all information included in the Consultant's data request, along with any other information the Consultant reasonably requests (e.g., the financial data required and any other data or information needed to perform the services. Data will be requested in a computer format compatible with Consultant's computer system. Upon receipt of the data, the Consultant will examine it for missing information and internal consistency. Notwithstanding Sections 2 and 8 of this Agreement, the Consultant may charge the County at its normal hourly

rates if it is necessary to convert data not presented in the format requested and for the additional processing time required to reconcile data that contains errors, duplicate records or missing information. The County agrees and acknowledges that the Consultant shall have the right to rely on the accuracy of the data and information provided by the County and the Other Professionals and shall have no responsibility for independently verifying this data and information, except that the Consultant shall have the duty to advise the County if the data and information appears to be abnormal, unusual, or incorrect.

- b. The County agrees that it will notify Consultant (and require the Other Professionals to notify Consultant) promptly upon gaining knowledge of any material change to any of the information provided to the Consultant. If any of the information or data provided to the Consultant contains protected health information as that term is defined in the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and the regulations promulgated thereunder (the HIPAA Rules"), the Consultant and the County shall enter into a business associate agreement that comports in all material respects with the HIPAA Rules. The business associate agreement shall be annexed to this contract as a rider. In the event of any inconsistency between this contract and the business associate agreement, the business associate agreement shall govern and control with respect to the use and disclosure of protected health information.

- 1.3 Performance Standard. Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release. If County determines that any of Consultant's work is not in accordance with such level of competency and standard of care, County, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with County to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

- 1.4 Assigned Personnel.

- a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time County, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons as soon as possible upon receiving written notice from County.
- b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by County to be key personnel whose services were a material inducement to County to enter into this Agreement, and without whose services County would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of County.
- c. In the event that any of Consultant's personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant's control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. Payment. For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the Fee Schedule set forth in Exhibit B, provided, however, that total payments to Consultant shall not exceed \$1,190,000 for the period 1/1/2019 to 12/31/2023., without the prior written approval of County. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County's Auditor and the Head of the County Department receiving the services. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); and (iv) copies of receipts for reimbursable materials/expenses, if any. Expenses not expressly authorized by the Agreement shall not be reimbursed.

Unless otherwise noted in this Agreement, payments shall be made within the normal course of County business after presentation of an invoice in a form approved by the County for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the County.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the County shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, County requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If Consultant is qualified, then the County requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the Consultant

agrees to promptly notify the County of any changes in the facts. Forms should be sent to the County pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide County with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from January 1, 2019 to December 31, 2023 unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, County shall have the right, in its sole discretion, to terminate this Agreement by giving thirty (30) calendar days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should either party fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, the non-breaching party may terminate this Agreement provided that the non-breaching party provides the breaching party with no less than 30 calendar days written notice in which to cure such violation prior to termination becoming effective. However, if the non-breaching party reasonably and in good faith determines that the violation is not curable, it may terminate this agreement immediately upon written notice to the breaching party.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, , the Consultant shall be entitled to the consideration earned and expenses incurred through the date of termination, as documented in a detailed invoice provided to County and as further described in Section 4.4 of this Agreement. Upon receiving payment, the Consultant, within 14 days following the date of receiving payment for services rendered, shall deliver to County all reports, original drawings, graphics, plans, studies, and other data or documents, in whatever form or format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement.

4.4 Payment Upon Termination. Upon termination of this Agreement by County, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and reimbursable expenses properly incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if County terminates the Agreement for cause pursuant to

Section 4.2, County shall deduct from such amount the amount of damage, if any, sustained by County by virtue of the breach of the Agreement by Consultant.

- 4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the County. In addition, the Purchasing Agent or Human Resources Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the County.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including County, and to indemnify, hold harmless, and release County, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, to the extent that it is judicially determined that these are the result of the Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance of their respective obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against County based upon a claim relating to such Consultant's or its agents', employees', contractors', subcontractors', or invitees' negligent performance of their obligations under this Agreement. Consultant's obligations under this Section apply whether or not there is concurrent or contributory negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at Consultant's expense, subject to Consultant's approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.

8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not exceed the delegated signature authority of the Department Head and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors, or designee with expressly granted authority, must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, County personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price

or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the County.

9. Content Online Accessibility. County policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies.

9.1 Standards. All consultants responsible for preparing content intended for use or publication on a County-managed or County-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County's Web Site Accessibility Policy located at <http://webstandards.sonoma-county.org>.

9.2 Alternate Format: When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with County staff in the development of alternate document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

9.3 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County's Web Site Accessibility Policy shall be the responsibility of Consultant. If County, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any County-managed or County-funded Web site does not comply with County Accessibility Standards, County will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to County, repair or replace the non-compliant materials within such period of time as specified by County in writing. If the required repair or replacement is not completed within the time specified, County shall have the right to do any or all of the following, without prejudice to County's right to pursue any and all other remedies at law or in equity:

- a. Cancel any delivery or task order;
- b. Terminate this Agreement pursuant to the provisions of Article 4; and/or
- c. In the case of custom EIT developed by Consultant for County, County may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by County in connection with such changes or repairs.

9.4 County's Rights Reserved. Notwithstanding the foregoing, County may accept deliverables that are not strictly compliant with County Accessibility Standards if

County, in its sole and absolute discretion, determines that acceptance of such products or services is in County's best interest.

10. Representations of Consultant.

10.1 Standard of Care. County has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by County shall not operate as a waiver or release.

10.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of County and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits County provides its employees. In the event County exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

10.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the County

10.4 Representation, Warranty and Responsibility as to Data Security

- a. Data Security: Consultant shall preserve, and shall ensure that its sub-consultants or vendors preserve, the confidentiality, integrity, and availability of County data with administrative, technical and physical measures that conform to generally recognized industry standards and best practices that the selected firm then applies to its own processing environment. Maintenance of a secure processing environment includes, but is not limited to, the timely application of patches, fixes and updates to operating systems and applications as provided by Consultant and/or its sub-consultants or vendors. Consultant agrees to, and shall ensure that its sub-consultants or vendors, maintain information security policies, standards, procedures, and guidelines, which shall be communicated to the County, upon request.

- b. Encryption Requirements: Consultant shall encrypt, and shall ensure that its sub-consultants or vendors encrypt, confidential information data in transit, and ensure that data at rest is stored in an encrypted environment, including but not limited to Personally Identifiable Information (PII) or Protected Health Information (e.g. PHI, ePHI).
- c. Security Breach: Consultant shall comply, and shall ensure that its sub-consultants or vendors comply, with all applicable laws that require the notification of individuals in the event of unauthorized release of personally identifiable information(PII) or protected health information(e.g. PHI,ePHI) or other event requiring notification. In the event of a breach, or other event requiring notification under applicable law, Consultant shall:
 - i. Notify the County by telephone and e-mail as soon as practicable upon discovery of any actual breach of security, intrusion, or unauthorized use or disclosure of information of which Consultant or its agents become aware and/or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations.
 - ii. Assume responsibility for the reasonable and actual informing all such individuals in accordance with applicable federal or state laws or regulations. If the Consultant is to provide direct notification to affected individuals, the County agrees to provide Consultant with all contact information necessary to provide such notification.
 - iii. Consultant shall mitigate, to the extent practicable, any harmful effect that is known to it of a Security Breach, including the reimbursement of any civil fines or penalties imposed as a result of such improper use or disclosure and the costs of providing any mutually agreed upon mitigation services to affected individuals.
- d. Request to Audit: Subject to any applicable legal privileges or confidentiality agreements, Consultant shall, upon reasonable notice and during normal business hours, make its internal practices, books, and records available to the County for purposes of ensuring that the consultants and/or vendor's information security practices or standards are reasonable and appropriate given the nature of Consultant's business. Consultant shall ensure that its sub-consultants or vendors comply with this requirement.
- e. Cyber Risk Insurance Requirements: Consultant shall include, and shall ensure that its sub-consultants or vendors include, cyber risk insurance requirements in compliance with County of Sonoma Risk Management standards.

- 10.5 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold County harmless from any liability which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case County is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish County with proof of payment of taxes on these earnings.
- 10.6 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to County for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.
- 10.7 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by County, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with County disclosing Consultant's or such other person's financial interests.
- 10.8 Statutory Compliance/Living Wage Ordinance. Consultant agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, Consultant expressly acknowledges and agrees that this Agreement [is/may be] subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
- 10.9 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County's Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

10.10 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

10.11 INTENTIONALLY LEFT BLANK.

10.12 Ownership of Work Product. Except to the extent that they incorporate the Consultant's proprietary know-how, software, techniques, methodologies and report formats (collectively, "Consultant's Proprietary Information"), all reports, drawings, graphics, plans, and studies, in their final form and format, assembled or prepared by Consultant or Consultant's subcontractors, consultants, and other agents in connection with this Agreement (collectively, the "Deliverables"), shall be the property of County once paid for by the County. To the extent that the Consultant's Proprietary Information is incorporated into such Deliverables, the County shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify the Consultant's Proprietary Information as part of the Deliverables, for use internally and for its intended purpose. Consultant shall deliver such materials to County upon request in their final form and format. Such materials shall be and will remain the property of County as described herein. Document drafts, notes, and emails of the Consultant and Consultant's subcontractors, consultants, and other agents shall remain the property of those persons or entities.

10.13 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

11. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits County's right to terminate this Agreement pursuant to Article 4.

12. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

13. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY:

County of Sonoma Human Resources Department, Benefits Unit
Attn: Cheryl Thibault
575 Administration Drive, Suite 117C
Santa Rosa, CA 95403
Phone: (707) 565-2900
Fax: (707) 1139
Email: Benefits@Sonoma-County.org
TO: CONSULTANT:

Segal Consulting
Attn: Robert D. Mitchell and Thomas M. Morrison, Jr.
330 North Brand Blvd., Suite 1100
Glendale, CA 91203-2337
Phone: (818) 956-6700
Fax: (818) 956-6790

With a copy of legal notices to:

Segal Consulting
Attn: General Counsel
333 West 34th Street
New York, NY 10001-2402
Contract_Notice@segalco.com

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

14. Miscellaneous Provisions.

- 14.1 No Waiver of Breach. The waiver by County of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.
- 14.2 Construction. To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and County acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and County acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.
- 14.3 Consent. Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.
- 14.4 No Third Party Beneficiaries. Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
- 14.5 Applicable Law and Forum. This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.
- 14.6 Captions. The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.
- 14.7 Merger. This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
- 14.8 Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

14.9 Time of Essence. Time is and shall be of the essence of this Agreement and every provision hereof.

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

CONSULTANT: THE SEGAL COMPANY
(WESTERN STATES), INC.

COUNTY: COUNTY OF SONOMA

CERTIFICATES OF INSURANCE
REVIEWED AND ON FILE:

By: _____



Name: Thomas M. Morrison, Jr.

Title: Senior Vice President

Date: March 5, 2019

By: _____



Department Head or Designee

Date: _____

APPROVED AS TO FORM FOR COUNTY:

By: _____



County Counsel

Date: 3-22-19

AGREEMENT EXECUTED:

By: _____



Department Head or

Purchasing Agent or

Board of Supervisors

Date: _____ ATTEST:

BOS Agenda Item #37
Approved 12/11/18
Clerk of the Board of Supervisors

Attachment A
The Segal Company
Scope of Services
01/01/2019 to 12/31/2023

1) General Services

General services apply to each of the three types of services for which proposals are submitted. They shall include, but are not limited to, the following:

- Develop a work plan with the County prior to the beginning of each fiscal year, including all requirements necessary to ensure sound program management and fiscal accountability.
- Maintain accessibility to staff and provide assistance and consultation as requested in a timely manner.

2) Benefit Consultation Services

Benefit Consultation Services shall include a comprehensive approach to the following without limitation:

- Thoroughly review each benefit program offered by the County and quickly develop a comprehensive understanding of all benefits provided to County employees and retirees.
- Monitor current claims activity for each program and provide semi-annual reports reflecting budget, paid claims, administrative expenses, loss ratio, and trends. Identify and promptly notify the County when unexpected claims may impact program costs and/or availability of coverage.
- Provide an annual assessment of the County's medical, dental, vision, life, and prescription drug programs. The assessment shall contain an in-depth analysis of current industry comparisons and cost trends from both public and private sector programs. The assessment will identify program inadequacies and problems, as well as offer remedial recommendations. Cost effectiveness and methodologies for increasing benefit values to plan participants must be addressed.
- Upon request, draft and review plan documents, annual enrollment material, summarize plan descriptions, and assist staff in document preparation.
- Provide information and recommendations on best practices relating to the administration of employee benefit programs in the public and private sectors.
- Identify and stay informed of all viable employee benefit options available in the County's immediate geographical area. Additionally, be generally informed as to what is offered by other public employers in California as well as industry trends.
- Continually research and stay abreast of local, state, and federal legislation. Provide regular updates and recommendations of any and all legislation that may impact

benefit programs for public employers in California. Further, timely notify and provide direction to the County regarding pertinent legislation.

- Participate in the Sonoma County Joint Labor Management Benefits Committee meetings.
- Conduct ad-hoc benefits research upon request.
- Consistently maintain professional and productive relationships with vendors and other contacts on the County's behalf.

3) Brokerage Services

Brokerage Services shall include a comprehensive approach to the following, without limitation:

- Lead and/or assist the County in marketing projects to select new vendors utilizing the County's purchasing and procurement practices. This process may include formal presentations to management, the Joint Labor Management Benefits Committee, the Board of Supervisors, and other employee organizations as necessary.
- Assist in obtaining and appointing new vendors and implementing new benefit programs.
- Assess reasonableness of any benefit rate adjustment and/or changes in contract or service provisions.
- Diligently and punctually negotiate reasonable renewal premium rates on the County's behalf.

4) Actuarial Services

Actuarial Services shall include a comprehensive approach to the following, without limitation:

- Prepare an annual actuarial analysis of the County Health Plan and any other self-insured benefit programs provided now or in the future by the County.
- Routinely research, analyze and recommend appropriate premium rate equivalents and reserves.
- Routinely research, analyze and diligently prepare statistical analyses and cost allocations.
- Conduct any and all necessary benefit actuarial evaluations in compliance with law, and accounting standards as established by the Governmental Accounting Standards Board (GASB) such as other post-employment benefits (OPEB) valuations.
- Annually provide an actuarial certification of credible coverage for Medicare Part D the County's prescription plans.

Attachment B
The Segal Company
Fee Schedule
01/01/2019 to 12/31/2023

1. Maximum Fees

For all services provided by the Contractor listed in Exhibit A, Scope of Services, specifically related to 1) General Services, 2) Benefit Consultation Services, 3) Brokerage Services and 4) Actuarial Services, the maximum fees payable under this agreement will not exceed a total of \$1,190,000 for the period of January 1, 2019 to December 31, 2023.

- A. Not to exceed \$235,000 for 2019
- B. Not to exceed \$235,000 for 2020
- C. Not to exceed \$235,000 for 2021
- D. Not to exceed \$240,000 for 2022
- E. Not to exceed \$245,000 for 2023

2. Hourly Rates

The County will be charged on an hourly basis for services based on the Contractor's professional performing the work, as directed by County. The hourly rates are defined below:

Position	Segal Hourly Rates 01/01/2019 - 12/31/2021	Segal Hourly Rates 01/01/2022 - 12/31/2022	Segal Hourly Rates 01/01/2023 - 12/31/2023
Principle, Senior Vice President	\$ 440	\$ 455	\$ 475
Consultant, Vice President	\$ 350	\$ 360	\$ 375
Health Benefits Manager	\$ 350	\$ 360	\$ 375
Senior Health Benefits Advisor / Consultant	\$ 320	\$ 330	\$ 340
Health Benefits Advisor	\$ 275	\$ 285	\$ 295
Senior Vice President and Consulting Actuary	\$ 440	\$ 455	\$ 470
Consulting Actuary, Vice President	\$ 350	\$ 360	\$ 375
Compliance Consultant	\$ 370	\$ 380	\$ 395
Communications Senior Consultant	\$ 320	\$ 330	\$ 340