FEB03'22 AM 9:34 RCVD 153 MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
Office@das.nh.gov

Charles M. Arlinghaus
Commissioner
(603) 271-3201

Joseph B. Bouchard
Assistant Commissioner
(603) 271-3204

Catherine A. Keane
Deputy Commissioner
(603) 271-2059

January 31, 2022

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Administrative Services (DAS) to enter into a **Sole Source** contract with The Segal Company, 116 Huntington Avenue, Boston MA 02116 (Segal) (VC# 164079) in an amount not to exceed **$9,500** for actuarial services to calculate the final pension annuity for a Constitutional Officer per RSA 14-27:c. The term of the contract is to commence upon Governor and Council approval and expire on February 16, 2023. **(100% General Funds)**

Pursuant to RSA 14:27-c,VII, "a sum sufficient to pay any and all benefits pursuant to this section is hereby continually appropriated therefor. The governor is authorized to draw his warrant for the payment thereof out of any money in the treasury not otherwise appropriated."

EXPLANATION

On January 10, 2022, the final constitutional officer eligible for retirement benefits under RSA 14-27:c, (attached to this letter as Attachment A) retired from state service. Pursuant to RSA 14-27: c, VI, it is the responsibility of the DAS to administer the retirement benefits for eligible constitutional officers. In order to do so, DAS must retain the services of an actuary to perform the necessary pension annuity calculations as described in the scope of services.

Although this agreement is below the Governor and Council threshold, per MOP150, the cumulative value of all of DAS' contracts with Segal in this fiscal year exceeds the threshold. This is a **sole source** agreement because DAS has an established relationship and contract with Segal to perform actuary services for the Health Benefit Plan and the time sensitive nature and limited scope of this engagement.

Based on the foregoing, I am respectfully recommending approval of this sole source agreement with Segal for this one-time calculation of retirement benefits.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Attachment A

TITLE I
THE STATE AND ITS GOVERNMENT

CHAPTER 14
LEGISLATIVE OFFICERS AND PROCEEDINGS

Compensation, Etc.

Section 14:27-c

14:27-c Retirement Benefits; Certain Legislative and Constitutional Officers. –
I. Notwithstanding any other provision of law to the contrary, the full-time sergeant at arms, clerk, or assistant clerk of the house of representatives or the senate who is in office on the effective date of this section and the full-time secretary of state, deputy secretary of state, or state treasurer who is in office on the effective date of this section shall be entitled to all the same benefits as provided to members of the New Hampshire retirement system group I, except that after 10 years' service the officer shall be vested at 30 percent of final compensation, and 2 percent more each year thereafter of final year compensation.
II. Such full-time sergeant at arms, clerk, assistant clerk, secretary of state, deputy secretary of state, or state treasurer shall be credited with a year of service credit for each fiscal year during all or part of which the applicant served the state either full or part-time in one or more of the legislative offices listed above or in one or more of the constitutional offices listed above, provided such officer shall pay to the general fund an amount equal to 4.6 percent of the greater of the actual salary received during each such fiscal year or the lowest salary payable pursuant to RSA 99:1-a in that particular year.
III. Such full-time sergeant at arms, clerk, assistant clerk, secretary of state, deputy secretary of state, or state treasurer shall be credited with one month of service credit for each month the applicant served the state either full or part-time as an employee of the New Hampshire senate or the New Hampshire house, provided such officer shall pay to the general fund an amount equal to 4.6 percent of the actual salary received during each such month.
IV. Eligible legislative and constitutional officers in service on the effective date of this section shall exercise their option to buy back service credit under this section at any time prior to but no later than January 1, 1987.
V. Eligible legislative and constitutional officers who exercise their option under paragraph IV shall thereafter pay to the general fund an amount equal to 4.6 percent of their actual salary for each additional year of service.
V-a. In order to be consistent with the retirement benefits outlined in paragraph I, RSA 100-A:5, I(c) shall be applicable at the express option of any person eligible for retirement benefits under this section, except that, for the years of creditable service in the formula for the monthly reduction of vested deferred retirement benefits, the creditable years of service shall be applied on a prorated basis according to the formula of creditable years of service and vested benefits in RSA 14:27-c, I as a ratio to those in RSA 100-A:5, I(b).
VI. Administration of the retirement contributions and benefits for the eligible legislative and constitutional officers in this section shall be the responsibility of the commissioner of the department of administrative services.
VII. A sum sufficient to pay any and all benefits pursuant to this section is hereby continually appropriated therefor. The governor is authorized to draw his warrant for the payment thereof out of any money in the treasury not otherwise appropriated.

Source. 1986, 65:1. 1988, 282:4, eff. July 1, 1988.

SEGAL ACTUARIAL SERVICES

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name The Segal Company (Eastern States), Inc.		1.4 Contractor Address 333 West 34th St. 3rd Floor New York, NY 10001-2402	
1.5 Contractor Phone Number 617-424-7341	1.6 Account Number 13760000-103-502664	1.7 Completion Date February 16, 2023	1.8 Price Limitation $9,500
1.9 Contracting Officer for State Agency Charles M. Arlinghaus Commissioner		1.10 State Agency Telephone Number (603) 271-1400	
1.11 Contractor Signature Date: 2/16/2022		1.12 Name and Title of Contractor Signatory Stephen Kuhn VP Health Consultant	
1.13 State Agency Signature Date: 2/2/22		1.14 Name and Title of State Agency Signatory Commissioner, Department of Administrative Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: /s/Christen Lavers On: 2/3/2022			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 2/16/2022

SEGAL ACTUARIAL SERVICES

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street, Concord, NH 03301	
1.3 Contractor Name The Segal Company (Eastern States), Inc.		1.4 Contractor Address 333 West 34th St. 3rd Floor New York, NY 10001-2402	
1.5 Contractor Phone Number 617-424-7341	1.6 Account Number 13760000-103-502664	1.7 Completion Date February 16, 2023	1.8 Price Limitation $9,500
1.9 Contracting Officer for State Agency Charles M. Arlinghaus Commissioner		1.10 State Agency Telephone Number (603) 271-1400	
1.11 Contractor Signature Date: 2/16/2022		1.12 Name and Title of Contractor Signatory Stephen Kuhn VP Health Consultant	
1.13 State Agency Signature Date: 2/2/22		1.14 Name and Title of State Agency Signatory Commissioner, Department of Administrative Services	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On:	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials SK
Date 2/16/2022

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials SH
Date 2/16/2022

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials SH

Date 2/16/2022

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials SH
Date 2/16/2022

EXHIBIT A
Special Provisions

The parties agree to the following amendments to the corresponding provisions in the P-37, General Terms and Conditions:

A. Amend Section 10 by adding the following subsection 10.1.2 immediately after subsection 10.1:

Except to the extent that they incorporate the Contractor's proprietary software, know-how, techniques, methodologies and report formats (collectively, the "Contractor's Proprietary Information"), all documents, data, and other tangible materials authored or prepared and delivered by the Contractor to the State under the terms of this Agreement (collectively, the "Deliverables"), are the sole and exclusive property of the State once paid for by the State. To the extent that the Contractor's Proprietary Information is incorporated into such Deliverables, the State shall have a perpetual, nonexclusive, worldwide, royalty-free license to use, copy, and modify the Contractor's Proprietary Information as part of the Deliverables internally and for their intended purpose.

B. Amend subsection 10.2 to read as follows:

All data and any property which has been received by the Contractor from the State, shall be the property of the State, and shall be returned to the State upon written demand or upon termination of this Agreement for any reason, except that the Contactor may retain an archival copy of the State's data to support its work under this Agreement and in accordance with the Contractor's business continuity and document retention policies, subject to its continued compliance with its confidentiality obligations herein. As such, contractor's business continuity and document retention policies, or relevant portions thereof, shall be provided to the State.

C. Amend Section 13 to read as follows:

The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the wrongful or negligent acts of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

D. There are no other special provisions.

Contractor Initials SH
Date 2/16/2022

EXHIBIT B
SCOPE OF SERVICES

This Actuarial Services Agreement (the Agreement) is made and entered into by and between the State of New Hampshire, Department of Administrative Services (hereinafter State) and The Segal Company (Eastern States), Inc. (hereinafter Contractor).

A. Effective Date

This Agreement is effective upon Governor and Executive Council approval. The parties agree that the actuarial services to be provided under this Agreement shall commence upon approval of Governor and Executive Council and once all documents and information from the State are provided to the Contractor.

B. Term

The term shall be the period commencing on the Effective Date and ending no later than the Completion Date specified in block 1.7.

C. Actuarial Services Work to be Performed

The actuarial services performed under this Agreement are limited in scope because they are applicable to the sole retiring constitutional employee eligible to retire under the provisions of RSA 14:27-c (attached to the Agreement as Attachment A).

The State requests the following services:

1. Review of base retirement benefit calculation performed by Department of Administrative Services under RSA 14:27-c.
2. Calculation of optional form of payment equivalent to those provided by New Hampshire Retirement System for group I retirees under RSA 100-A.
3. Determination of Alternate Payee benefit under Qualified Domestic Relations Order (QDRO) and associated reduction to Participant's benefit.
4. Perform other related incidental services as requested by the State pertaining to this engagement.

Contractor Initials SH
Date 2/16/2022

EXHIBIT C
Contract Price, Billing, and Payment

A. Contract Price

The Contractor hereby agrees to provide the services specified in Exhibit B at the fee structure below for the term of the contract ("contract price"). The contract price limitation is $9,500; this figure shall not be considered a guaranteed nor minimum figure, however it shall be considered a maximum.

B. Billing

The Contractor shall invoice the State for the services performed on a monthly basis. Invoices shall include detailed backup to support the invoice amount including the work performed, the time spent by the position title and name of the person who performed the work.

C. Hourly Rates

Contractor Staff Position	Hourly Rate
Senior Vice President Level	$460
Vice President Level	$420
Compliance Consultant	$420
Senior Actuarial Analyst	$380
Actuarial Analyst	$330

D. Payment

The State shall pay the Contractor within 30 days from the date of State's receipt of the invoice. The Contractor and the State shall work together, in good faith, to resolve any dispute as soon as reasonably practicable.

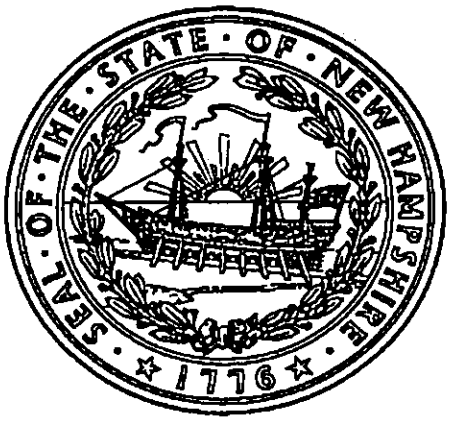
Contractor Initials SH
Date 2/16/2022

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE SEGAL COMPANY (EASTERN STATES), INC. is a New York Profit Corporation registered to transact business in New Hampshire on August 10, 2004. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **481832**
Certificate Number: **0005648854**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of January A.D. 2022.

William M. Gardner
Secretary of State

Segal

THE SEGAL COMPANY (EASTERN STATES), INC.

CORPORATE RESOLUTION CERTIFICATION

I, Steven C. Greenspan, Corporate Secretary of The Segal Company (Eastern States), Inc. a Corporation duly organized and operating under the laws of New York,

DO HEREBY CERTIFY *that a Unanimous Written Consent dated November 29, 2006 was signed, which gives the Corporate Secretary and/or the Treasurer authority to certify, on behalf of the Board of Directors, that officers of The Segal Company (Eastern States), Inc. may execute proposals, agreements, and other legal documents.*

I further CERTIFY that such Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect:

I further CERTIFY that Stephen L. Kuhn, Vice President is empowered to execute and deliver in the name and on behalf of this Corporation contracts, bids and other documents for the State of New Hampshire and to bind the Corporation to such contracts, bids and other documents. This authority remains valid for thirty (30) days from the date of this Corporate Resolution.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this 31th day of January, 2022.

Steven C. Greenspan

Steven C. Greenspan, Senior Vice President,
General Counsel and Corporate Secretary

THE SEGAL COMPANY (EASTERN STATES), INC.
CORPORATE
NEW YORK

Doc ID: ece234963b2ee2a76397141f96aefcea842ff829

HELLOSIGN

Audit Trail

TITLE	State of New Hampshire -Revised Corporate Resolution
FILE NAME	Corporate_Resolut...NH 01-27-2022.pdf
DOCUMENT ID	ece234963b2ee2a76397141f96aefcea842ff829
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	• Signed

Document History

SENT	**01 / 31 / 2022** 13:39:39 UTC-5	Sent for signature to Steven C. Greenspan (sgreenspan@segalco.com) from legalreview@segalco.com IP: 208.87.236.201
VIEWED	**01 / 31 / 2022** 13:48:07 UTC-5	Viewed by Steven C. Greenspan (sgreenspan@segalco.com) IP: 66.104.193.4
SIGNED	**01 / 31 / 2022** 13:48:20 UTC-5	Signed by Steven C. Greenspan (sgreenspan@segalco.com) IP: 66.104.193.4
COMPLETED	**01 / 31 / 2022** 13:48:20 UTC-5	The document has been completed.

SEGACOM-01 ALYSONSTRUCK

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/28/2022

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
NFP Property & Casualty Services, Inc.
45 Executive Drive
Plainview, NY 11803

CONTACT NAME:
PHONE (A/C, No, Ext): (516) 327-2700 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Pacific Indemnity Company	20346
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Segal Company (Eastern States), Inc.
116 Huntington Avenue
8th Floor
Boston, MA 02116-5744

COVERAGES CERTIFICATE NUMBER: 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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			36038114	2/28/2021	2/28/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ Included
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			79896228	2/28/2021	2/28/2022	EACH OCCURRENCE	$ 20,000,000
							AGGREGATE	$ 20,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71738381	2/28/2021	2/28/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
25 Capitol Street
Concord, NH 03301

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

© 1988-2015 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD