

**SIXTH MODIFICATION TO  
CONSULTING AND ACTUARIAL SERVICES FOR THE STATE EMPLOYEE AND  
RETIREE HEALTH AND WELFARE BENEFITS PROGRAM CONTRACT**

This SIXTH MODIFICATION is made as of this 7 day of December, 2017 by and between The Segal Company (Eastern States), Inc. (Contractor) and the State of Maryland, acting through the Department of Budget and Management (the "Department").

WHEREAS, the parties desire to extend the Contract, while the Department resolves a protest, to maintain this Contract's alignment with the other employee benefits contracts that are on a calendar year basis to ensure continuity of actuarial services and consulting on priority agency matters.

NOW THEREFORE, IN CONSIDERATION of the promises and the covenants herein contained, the parties agree to modify the Contract for Consulting and Actuarial Services for the State Employee and Retiree Health and Welfare Benefits Program dated June 12, 2012, amended by a First Modification dated October 7, 2013, a Second Modification dated September 19, 2013, a Third Modification dated March 15, 2015, a Fourth Modification dated March 23, 2016, and a Fifth Modification dated February 8, 2017 between the Contractor and the State of Maryland, acting through the Department of Budget and Management (collectively, the "Contract") as follows;

1. **Defined Terms.** All capitalized terms used in this Sixth Modification shall have the same meaning as provided in the Contract or the Request for Proposals issued by the Department of Budget and Management for Consulting and Actuarial Services for the State Employee and Retiree Health and Welfare Benefits Program, No. F10B1400010 dated April 14, 2011 as amended, whichever is applicable.
2. **Duration of Contract.** The Contract term under Contract §3, Time for Performance, is hereby extended one year from January 1, 2018 through December 31, 2018 (the "Contract Extension").
3. **Consideration and Payment.** Payment to the Contractor for the services under the Contract Extension, including but not limited to hourly labor rates and not to exceed amounts, shall be as follows:

(a) Actuarial Services (see RFP §3.1): an annual firm fixed price of \$ [REDACTED]; and

(b) Consulting Services Hourly Rates (see RFP § 3.6.1): The fully-loaded hourly rates for the three labor categories shall not exceed:

Labor Classification	Hourly Rate
Principal	\$ [REDACTED]
Senior Consultant	\$ [REDACTED]
Junior Consultant	\$ [REDACTED]

(c) Payment to the Contractor for Consulting Services shall not exceed \$ [REDACTED] for the Contract Extension.

4. **Scope of Sixth Modification.** This Sixth Modification amends the Contract specifically as described herein. Except as specifically revised by the terms of this Sixth Modification, all of the terms of the Contract shall remain in full force and effect and shall apply to this Sixth Modification.

**IN WITNESS THEREOF**, the parties have executed this Sixth Modification as of the date hereinabove set forth.

**CONTRACTOR:**  
**THE SEGAL COMPANY (EASTERN STATES), INC.**

**STATE OF MARYLAND:**  
**DEPARTMENT OF BUDGET AND  
MANAGEMENT**

[REDACTED] (SEAL)  
J. David Johnson, Vice President

[REDACTED]  
By: **MARC NICOLE, DEPUTY SECRETARY**

Print name and title

Date

11/17/17  
Date

12/7/17  
Date

[REDACTED]  
Witness/Attest

[REDACTED]  
Witness

APPROVED FOR FORM AND LEGAL SUFFICIENCY  
THIS 22nd DAY OF November, 2017.

[REDACTED]  
ASSISTANT ATTORNEY GENERAL

APPROVED BY BPW: 12/6/2017  
(Date)

8-5-1601  
(BPW Item #)