



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: BENEFITS CONSULTING SERVICES

* CONTRACT NUMBER: CSP902215 EFFECTIVE DATES: 03/01/15 TO 12/31/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP902215 that opened on February 4, 2015. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Department of Administrative Services, Benefits Administration Services (BAS) Office as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

Questions regarding this and/or the Services Contract may be directed to:

Carol Clingman
carol.clingman@das.ohio.gov

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

* To correct the contract ending date from June 30, 2017 to December 31, 2017 as listed in the RFP.

Mutual Modifications to Contract Terms and Conditions:

1. The parties agree to add the following language after the last paragraph in the section titled AUDITS found on Page 41, ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART TWO: WORK AND CONTRACT ADMINISTRATION:

All audits must be conducted at mutually convenient times and locations and in a manner that does not disrupt Contractor's business operations. Any audit shall be subject to reasonable security restrictions of Contractor and/or Contractor's Information Technology outsourcing service provider. State agrees to keep information disclosed to it in the course of the audit confidential from all third parties, except for any third party participating in the audit with Contractor's consent as described below. The parties shall mutually agree to the use of any third party for audits except any audits performed by the Ohio Auditor of State and shall require any third party to enter into an appropriate confidentiality agreement with Contractor; provided that State understands that Contractor will not consent to the participation of any third party offering services or products that compete with Contractor's own.

2. The parties agree to delete the section titled OWNERSHIP OF DELIVERABLES found on page 49, ATTACHMENT THREE: GENERAL TERMS AND CONDITIONS, PART THREE: OWNERSHIP & HANDLING OF INTELLECTUAL PROPERTY & CONFIDENTIAL INFORMATION and replace it with the following:

All intellectual property rights (including, without limitation, copyrights and trade secrets) to information and materials developed or owned by State and disclosed or supplied to Contractor while performing the services under this Contract ("State's Work") shall belong exclusively to State. All intellectual property rights (including, without limitation, copyrights and trade secrets) to the work product of Contractor, whether developed by Contractor prior to or in the course of providing the services ("Contractor's Work"), shall belong exclusively to Contractor, provided that such intellectual property rights of Contractor shall not extend to any portion of State's Work which is incorporated into Contractor's Work. State will retain ownership of any information specific to its employees or business operations contained in Contractor's Work, any State confidential information which is incorporated into Contractor's Work, and any conclusions or recommendations therein which are specific to State and not of general utility.

Except as otherwise provided in this Section, all Deliverables produced by the Contractor and covered by this Contract shall be owned by the State. To the extent that any of Contractor's intellectual property is embedded in Deliverables provided to State under this Contract, Contractor hereby grants to State a non-exclusive irrevocable, perpetual, and royalty-free license to use such intellectual property for business purposes, to the extent necessary to permit State to utilize Contractor's Work in accordance with this Contract. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably include for any intellectual property included in a Deliverable in all copies the State makes of that Deliverable.

If Contractor incorporates into Contractor's Work any information to which Contractor's obligations of confidentiality under this Contract apply, the incorporated information shall remain subject to such obligations of confidentiality.

PRICE SCHEDULE

RFP TITLE: Benefits Consulting Services

CSP902215

UNSPSC CATEGORY CODE: 85000000, 85101700

A. <u>Medical Benefits</u> TPA General Consulting Services, RFP Services, Renewal Services, Rate Setting (includes PHM, Rx, MH/SA) and Annual Audits	CONTRACTOR'S HOURLY COST
Annual Medical Benefits Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Rate Setting	\$ 395.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.
B. <u>PBM</u> TPA Annual General Consulting Services, RFP Services, Renewal Services and Annual Audits	CONTRACTOR'S HOURLY COST
Annual PBM Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.
C. <u>Exempt Dental</u> TPA Annual General Consulting Services, RFP Services, Renewal Services, Rate Setting and Annual Audits	CONTRACTOR'S HOURLY COST
Annual Dental Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Rate Setting	\$ 395.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.
D. <u>Exempt Vision</u> TPA Annual General Consulting Services, RFP Services, Renewal Services, Rate Setting and Annual Audits	CONTRACTOR'S HOURLY COST
Annual Vision Consulting	\$ 415.00 /Hr.
RFP Services	\$ 375.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Rate Setting	\$ 395.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.
E. <u>Exempt Basic and Supplemental Life Insurance</u> Annual General Consulting Services, RFP Services and Renewal Services	CONTRACTOR'S HOURLY COST
Annual Life Insurance Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
F. <u>PHM</u> TPA Annual General Consulting Services, RFP Services, Renewal Services and Annual Audits	CONTRACTOR'S HOURLY COST
Annual PHM Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.

PRICE SCHEDULE

G. <u>MH/SA</u> TPA Annual General Consulting Services, RFP Services, Renewal Services and Annual Audits	CONTRACTOR'S HOURLY COST
Annual MH/SA Consulting	\$ 415.00 /Hr.
RFP Services	\$ 375.00 /Hr.
Renewal Services	\$ 425.00 /Hr.
Audits and Operational Assessment	\$ 345.00 /Hr.

H <u>FSA and Commuter Choice</u> Annual General Consulting Services and RFP Services	CONTRACTOR'S HOURLY COST
Annual FSA & Commuter Choice Consulting	\$ 415.00 /Hr.
RFP Services	\$ 380.00 /Hr.
Renewal Services	\$ 425.00 /Hr.

I. <u>COBRA</u> TPA RFP Services and Operational Assessments	CONTRACTOR'S HOURLY COST
RFP Services	\$ 375.00 /Hr.
Operational Assessments	\$ 345.00 /Hr.

MISCELLANEOUS SERVICES	CONTRACTOR'S HOURLY COST
J. Ad Hoc Annual General Consulting Services	\$ 395.00 /Hr.
K. Collective Bargaining Preparation	\$ 395.00 /Hr.
L. Cross-Accumulation Testing/Auditing for all TPAs	\$ Included in Item A above
M. General Health and Welfare Benefit Regulatory Compliance Guidance	\$ 415.00 /Hr.
N. Affordable Care Act (ACA) Guidance	\$ 415.00 /Hr.
O. Case Management	\$ 425.00 /Hr.

CONTRACTOR INDEX

CONTRACTOR AND TERMS:

0000000226
 Towers Watson Delaware Inc.
 1001 Lakeside Ave. Suite 1900
 Cleveland, OH 44114-1172

CONTRACT NO: CSP902215-1

TERMS: Net 30 Days

CONTRACTOR'S CONTACT: John Fazio

Telephone: (216) 937-4149
 Fax: (216) 937-4026
 Email: john.fazio@towerwatson.com

SUMMARY OF AMENDMENTS

Amendment Number	Effective Date	Description
1	03/16/15	This Amendment is issued to correct the contract ending date from June 30, 2017 to December 31, 2017 as listed in the RFP. Also this amendment adds the Summary of Amendments table on page 5.