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: ACTUARIAL SERVICES FOR THE OFFICE OF RISK MANAGEMENT

CONTRACT NUMBER: CSP903318           EFFECTIVE DATES: 12/08/17 TO 08/31/19

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP903318 that opened on 07/17/17. 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 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.

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

www.ohio.gov/procure
MUTUALLY AGREED UPON EXCEPTIONS
TO THE CONTRACT TERMS AND CONDITIONS

This attachment sets forth the exceptions or amendments the Contractor and the State agree and mutually acknowledge apply to Attachment Three: General Terms and Conditions of the Contract. In the event of any conflicts or inconsistencies between this document and Attachment Three: General Terms and Conditions, the terms and conditions set out in this document shall prevail.

Termination, Sanction, Damages: If Contractor or any of its subcontractors perform services under this Contract outside of the United States, the performance of such services shall be treated as a material breach of the Contract. The State is not obligated to pay and shall not pay for such services. If Contractor or any of its subcontractors perform any such services, Contractor shall immediately return to the State all funds paid for those services. The State may also recover from the Contractor all reasonable costs associated with any corrective action the State may undertake, including but not limited to an audit or a risk analysis, as a result of the Contractor performing services outside the United States.

The State may, at any time after the breach, terminate the Contract, upon written notice to the Contractor. The State may recover all accounting, administrative, legal and other expenses reasonably necessary for the preparation of the termination of the Contract and reasonable costs associated with the acquisition of substitute services from a third party.

The State, in its sole discretion, may provide written notice to Contractor of a breach and permit the Contractor to cure the breach. Such cure period shall be no longer than 21 calendar days. During the cure period, the State may buy substitute services from a third party and recover from the Contractor any reasonable costs associated with acquiring those substitute services.

Notwithstanding the State permitting a period of time to cure the breach or the Contractor’s cure of the breach, the State does not waive any of its rights and remedies provided the State in this Contract, including but not limited to recovery of funds paid for services the Contractor performed outside of the United States, costs associated with corrective action, or liquidated damages.

Record Keeping: The Contractor will keep all financial records in accordance with industry standards consistently applied. The Contractor will file documentation to support each action under this Contract in a manner allowing it to be readily located. The Contractor will keep all hard copies of Project-related records and documents at its principal place of business or its office where the work was performed.

Audits: During the term of this Contract and for three (3) years after the payment of the Contractor’s Fee, on reasonable notice and during customary business hours, the State may audit the Contractor’s records and other materials that relate to the Project and pertain to fees paid for the services performed by Contractor hereunder. This audit right will also apply to the State’s duly authorized representatives and any person or organization providing financial support for the Project. Unless it is impracticable to do so, all such records related to this Contract must be kept in a single location, either at the Contractor’s principle place of business or its place of business where the work was done. If this is not practical, the Contractor will assume the cost of collecting, organizing, and relocating the records and any technology needed to access the records to the Contractor’s office nearest Columbus whenever the State or anyone else with audit rights reasonably requests access to the Contractor’s Project records. The Contractor will do so with all due speed, not to exceed five (5) business days.

If any audit reveals any material deviation from the Project’s specifications, any misrepresentation, or any overcharge to the State, the State will be entitled to recover damages, as well as the cost of the audit.

For each subcontract in excess of $25,000, the Contractor will require its subcontractors to agree to the requirements of this section and of the record-keeping section. Subcontracts with smaller amounts involved need not meet this requirement. The Contractor may not artificially break up contracts with its subcontractors to take advantage of this exclusion.
MUTUALLY AGREED UPON EXCEPTIONS
TO THE CONTRACT TERMS AND CONDITIONS (CONT'D)

State Personnel: During the term of this Contract and for one (1) year after completion of the Project, the Contractor personnel (in their capacity as such) who were involved with the contact will not, hire or otherwise contract for the services of any state employee who personally participated in the contract. This provision shall not restrict the right of the Contractor to solicit or recruit generally in the media or to hire as a result of such general solicitation or recruitment.

Suspension and Termination: The State may terminate this Contract if the Contractor defaults in meeting its obligations under this Contract and fails to cure its default within the time allowed by this Contract, or if a petition in bankruptcy (or similar proceeding) has been filed by or against the Contractor. The State may also terminate this Contract if the Contractor violates any law or regulation in doing the Project, or if it appears to the State that the Contractor's performance is substantially endangered through no fault of the State. In any such case, the termination will be for cause, and the State's rights and remedies will be those identified below for termination for cause.

On written notice, the Contractor will have 30 calendar days to cure any breach of its obligations under this Contract, provided the breach is curable. If the Contractor fails to cure the breach within 30 calendar days after written notice or if the breach is not one that is curable, the State will have the right to terminate this Contract. The State may also terminate this Contract in the case of breaches that are cured within 30 calendar days but are persistent. "Persistent" in this context means that the State has notified the Contractor in writing of the Contractor's failure to meet any of its obligations three (3) times. After the third notice, the State may terminate this Contract without a cure period if the Contractor again fails to meet any obligation. The three (3) notices do not have to relate to the same obligation or type of failure. Some provisions of this Contract may provide for a shorter cure period than 30 calendar days or for no cure period at all. Those provisions will prevail over this one. If a particular section does not state what the cure period will be, this provision will govern.

The State may also terminate this Contract for its convenience and without cause or if the Ohio General Assembly fails to appropriate funds for any part of the Project. If a third party is providing funding for the Project, the State may also terminate this Contract should that third party fail to release any Project funds. The RFP identifies any third-party source of funds for the Project.

The notice of termination, whether for cause or without cause, will be effective as soon as the Contractor receives it. Upon receipt of the notice of termination, the Contractor will immediately cease all work on the Project and take all steps necessary to minimize any costs the Contractor will incur related to this Contract. The Contractor will also immediately prepare a report and deliver it to the State. The report must be all-inclusive; no additional information will be accepted following the initial submission. The report must detail the work completed at the date of termination, the percentage of the Project's completion, any costs incurred in doing the Project to that date and any Deliverables completed but not delivered to the State at the time of termination. The Contractor will also deliver all the completed Deliverables to the State with its report. If delivery in that manner would not be in the State's interest, then the Contractor will propose a suitable alternative form of delivery.

If the State terminates this Contract for cause, it will be entitled to cover for the Project by using another Contractor on such commercially reasonable terms as it and the covering contractor may agree. The Contractor will be liable to the State for all reasonable costs related to covering for the Project to the extent that such costs, when combined with payments already made to the Contractor for the Project before termination, exceed the costs that the State would have incurred under this Contract. The Contractor will also be liable for any other direct damages resulting from its breach of this Contract or other action leading to termination for cause.

If the termination is for the convenience of the State, the Contractor will be entitled to compensation for any work on the Project that the Contractor has performed before the termination. Such compensation will be the Contractor’s exclusive remedy in the case of termination for convenience and will be available to the Contractor only once the Contractor has submitted a proper invoice for such, with the invoice reflecting the amount determined to be owing to the Contractor by the State. The State will make that determination based on the lesser of the percentage of the Project completed or the hours of work performed in relation to the estimated total hours required to perform the entire applicable unit(s) of Work.

The State will have the option of suspending rather than terminating the Project where the State believes that doing so would better serve its interests. In the event of a suspension for the convenience of the State, the Contractor will be entitled to receive payment for the work performed before the suspension. In the case of suspension of the Project rather than termination for cause, the Contractor will not be entitled to any compensation for any work performed. If the State reinstates the Project after suspension for cause, rather than terminating this Contract after the suspension, the Contractor may be entitled to compensation for work performed before the suspension, less any damage to the State resulting from the Contractor’s breach of this Contract or other fault. Any amount due for work before or after the suspension for cause will be offset by any damage to the State from the default or other event giving rise to the suspension.
In the case of a suspension for the State's convenience, the amount of compensation due to the Contractor for work performed before the suspension will be determined in the same manner as provided in this section for termination for the State's convenience. The Contractor will not be entitled to compensation for any other costs associated with a suspension for the State's convenience. No payment under this provision will be made to the Contractor until the Contractor submits a proper invoice.

Any notice of suspension, whether with or without cause, will be effective immediately on the Contractor's receipt of the notice. The Contractor will prepare a report concerning the Project just as is required by this Section in the case of termination. After suspension of the Project, the Contractor will perform no work without the consent of the State and will resume work only on written notice from the State to do so. In any case of suspension, the State retains its right to terminate this Contract rather than to continue the suspension or resume the Project. If the suspension is for the convenience of the State, then termination of the Contract will be a termination for convenience. If the suspension is with cause, the termination will also be for cause.

The State will not suspend the Project for its convenience more than once during the term of this Contract, and any suspension for the State's convenience will not continue for more than 30 calendar days. If the Contractor does not receive notice to resume or terminate the Project within the 30-day period, then this Contract will terminate automatically for the State's convenience at the end of the 30-calendar day period.

Any default by the Contractor or one of its subcontractors will be treated as a default by the Contractor and all of its subcontractors. The Contractor will be solely responsible for satisfying any claims of its subcontractors for any suspension or termination and will indemnify the State for any liability to them. Each subcontractor will hold the State harmless for any damage caused to them from a suspension or termination. They will look solely to the Contractor for any compensation to which they may be entitled.

Contractor may terminate the Contract upon providing the State with ten (10) days' prior written notice (or such shorter period as may be required to comply with applicable law or professional standards) of its intent to terminate if Contractor reasonably determines that it can no longer provide the services in accordance with applicable law or professional standards, including, without limitation, such professional standards or regulations issued, enacted or adopted by the Public Company Accounting Oversight Board and the American Institute of Certified Public Accountants.

Waiver of Subrogation

Contractor hereby grants to State of Ohio a waiver of any right to subrogation when Contractor is solely negligent which any insurer of said Contractor may acquire against the State of Ohio by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the State of Ohio has received a waiver of subrogation endorsement from the insurer.

Confidentiality: The State may disclose to the Contractor written material or oral or other information that the State treats as confidential ("Confidential Information"). Title to the Confidential Information and all related materials and documentation the State delivers to the Contractor will remain with the State. The Contractor must treat such Confidential Information as secret if it is so marked, otherwise identified as such, or when, by its very nature, it deals with matters that, if generally known, would be damaging to the best interests of the public, other contractors or potential contractors with the State, or individuals or organizations about whom the State keeps information. By way of example, information should be treated as confidential if it includes any proprietary documentation, materials, flow charts, codes, software, computer instructions, techniques, models, information, diagrams, know-how, trade secrets, data, business records, or marketing information. By way of further example, the Contractor also must treat as confidential materials such as police and investigative records, files containing personal information about individuals or employees of the State, such as personnel records, tax records, and so on, court and administrative records related to pending actions, any material to which an attorney-client, physician-patient, or similar privilege may apply, and any documents or records expressly excluded by Ohio law from public records disclosure requirements. In the event that a request for information is made to the State pursuant to the Public Records Act for documents, materials or information related to the Project or the Contractor, the State shall, to the extent reasonably practicable, as soon as practicable but in any event within five (5) business days, provide a copy of that request to a representative designated in writing by the Contractor.

The Contractor agrees not to disclose any Confidential Information to third parties and to use it solely to do the Project. The Contractor will restrict circulation of Confidential Information within its organization and then only to people in the Contractor's organization that have a need to know the Confidential Information to do the Project. The Contractor will be liable for the disclosure of such information whether the disclosure is intentional, negligent, or accidental, unless otherwise provided below.
The Contractor will not be liable for any unintentional disclosure of Confidential Information that results despite the Contractor’s exercise of at least the same degree of care as it normally takes to safeguard its own secrets, except when the Contractor’s procedures are not reasonable given the nature of the Confidential Information or when the disclosure nevertheless results in liability to the State.

The Contractor will not incorporate any portion of any Confidential Information into any work or product, other than a Deliverable, and will have no proprietary interest in any of the Confidential Information.

The Contractor’s obligation to maintain the confidentiality of the Confidential Information will not apply where such: (1) Was already in the Contractor’s possession before disclosure by the State, and such was received by the Contractor without obligation of confidence; (2) Is independently developed by the Contractor; (3) Is or becomes publicly available without breach of this Contract; (4) Is rightfully received by the Contractor from a third party without an obligation of confidence; (5) Is disclosed by the Contractor with the written consent of the State; or (6) Is released in accordance with a valid order of a court or governmental agency or is required by applicable professional standards, provided that the Contractor (a) notifies the State of such order immediately upon receipt of the order and (b) makes a reasonable effort to assist the State to obtain a protective order from the issuing court or agency limiting disclosure and use of the Confidential Information solely for the purposes intended to be served by the original order of production. Upon the State’s request, the Contractor will return all originals of any Confidential Information and destroy any copies it has made on termination or expiration of this Contract provided, however, that Contractor may retain copies of Confidential Information in automatic electronic back-up systems or in accordance with policies and procedures implemented by Receiving Party to comply with document retention policies, legal requirements or professional standards.

The Contractor may disclose Confidential Information to its subcontractors on a need-to-know basis, but they will be obligated to the requirements of this section. The State will not disclose to third parties any information (other than Tax Advice) provided by or on behalf of Contractor that ought reasonably to be treated as confidential and/or proprietary and shall assume all obligations with respect to such information that the Contractor is assuming under this section with respect to the State’s Confidential Information.

Notwithstanding the other terms of this Contract, unless prohibited by applicable law, Contractor may provide information provided by the State or on its behalf (“State Information”) to other Ernst & Young firms of the global Ernst & Young network (“EY Firms”) (which are listed at www.ey.com) and Contractor or any EY Firm’s subcontractors, members, shareholders, directors, officers, partners, principals or employees (“EY Persons”), as well as external third parties providing services on the Contractor’s or their behalf, who may collect, use, transfer, store or otherwise process (collectively, “Process”) it in various jurisdictions in which they operate in order to facilitate performance of the services, to comply with regulatory requirements, to check conflicts, to provide financial accounting and other administrative support services or for quality and risk management purposes. Contractor shall be responsible to the State for maintaining the confidentiality of State Information, regardless of where or by whom such information is Processed on Contractor’s behalf.

Ownership of Deliverables: All deliverables produced by the Contractor and covered by this Contract, including any software modifications, and documentation, shall be owned by the State, with all rights, title, and interest in all intellectual property that come into existence through the Contractor’s custom work being assigned to the State. Additionally, the Contractor waives any author rights and similar retained interests in custom-developed material. The Contractor will provide the State with all assistance reasonably needed to vest such rights of ownership in the State. The Contractor will retain ownership of all tools, methods, techniques, standards, and other development procedures, as well as generic and preexisting shells, subroutines, and similar material incorporated in any custom Deliverable (“Pre-existing Materials”) if the Contractor provides the non-exclusive license described in the next paragraph.

The Contractor may grant the State a worldwide, non-exclusive, royalty free, perpetual license to use all Pre-existing Materials that are incorporated in any custom-developed Deliverable rather than grant the State ownership of the Pre-existing Materials provided however, that the State may distribute such Pre-existing materials to the extent required by governmental funding mandates. The Contractor will not include in any custom Deliverable any intellectual property unless such has been created under this Contract or qualifies as Pre-existing Material. On the request of the Contractor, the State will incorporate any proprietary notice the Contractor may reasonably want for any Pre-existing Materials included in a custom Deliverable in all copies the State makes of that Deliverable.
MUTUALLY AGREED UPON EXCEPTIONS
TO THE CONTRACT TERMS AND CONDITIONS (CONT'D)

Any Deliverables other than State Information, are for the State’s internal use only (consistent with the purpose of the particular services).

The State may not disclose a Deliverable (or any portion or summary of a Deliverable) externally or refer to Contractor or to any other EY Firm in connection with the services, except:

(a) to its lawyers (subject to these disclosure restrictions), who may review it only to give advice relating to the services,

(b) to the extent, and for the purposes, required by subpoena or similar legal process (of which the State will promptly notify Contractor),

(c) to other persons with Contractor’s prior written consent, who have executed an access letter substantially in the form Contractor prescribes, or

(d) to the extent it contains Tax Advice.

If the State is permitted to disclose a Deliverable (or a portion thereof) externally, it shall not alter, edit or modify it from the form Consultant provided.

The State may disclose to anyone a Deliverable (or a portion thereof) solely to the extent that it relates to Tax Advice. With the exception of tax authorities, the State shall inform those to whom it discloses Tax Advice that they may not rely on it for any purpose without Consultant’s prior written consent.

The State may incorporate into documents that it intends to disclose externally Consultant summaries, calculations or tables based on State Information contained in a Deliverable, but not Consultant’s recommendations, conclusions or findings. However, the State must assume sole responsibility for the contents of those documents and not refer to the Consultant or any other EY Firm in connection with them. This provision does not affect the State’s ability to circulate Deliverables internally.

General Warranties: Contractor warrants that (i) Contractor will provide the services and Deliverables in accordance with applicable professional standards, including those of the American Institute of Certified Public Accounts; and (ii) the services and Deliverables as delivered by the Contractor will conform in all material respects to the specifications set forth in this Contract. Contractor also represents that it has the right to enter into and perform this Contract.

SOFTWARE WARRANTY. The parties agree that this Contract does not involve software as a Deliverable. If this Contract involves software as a Deliverable, then, on acceptance and for 12 months after the date of acceptance of any Deliverable that includes software, the Contractor warrants as to all software developed under this Contract that: (a) the software will operate on the computer(s) for which the software is intended in the manner described in the relevant software documentation, the Contractor's Proposal, and the RFP; (b) the software will be free of any material defects; (c) the Contractor will deliver and maintain relevant and complete software documentation, commentary, and source code; and (d) the source code language used to code the software is readily available in the commercial market, widely used and accepted for the type of programming involved, and support programming in the language is reasonably available in the open market; and (e) the software and all maintenance will be provided in a professional, timely, and efficient manner.

For Commercial Software licensed from a third party that is incorporated in a Deliverable, the Contractor represents and warrants that it has done 1 of the following 3 things: (a) obtained the right from the third-party licensor to commit to the warranties and maintenance obligations in this Section; (b) obtained a binding commitment from the licensor to make those warranties and maintenance obligations directly to the State; or (c) fully disclosed in the RFP any discrepancies between the requirements of this section and the commitment the third-party licensor has made.

In addition, for Commercial Software that is incorporated in a Deliverable, the Contractor will: (a) maintain or cause the third-party licensor to maintain the Commercial Software so that it operates in the manner described in the RFP (or any attachment referenced in the RFP) and relevant Commercial Software documentation; (b) supply technical bulletins and updated user guides; (c) supply the State with updates, improvements, enhancements, and modifications to the Commercial Software and documentation and, if available, the commentary and the source code; (d) correct or replace the Commercial Software and/or remedy any material programming error that is attributable to the Contractor or the third-party license; (e) maintain or cause the third-party licensor to maintain the Commercial Software and documentation to reflect changes in the subject matter the Commercial Software deals with; (f) maintain or obtained a commitment from the third-party licensor to maintain the Commercial Software so that it will properly operate in conjunction with changes in the operating environment in which it is designed to operate.
MUTUALLY AGREED UPON EXCEPTIONS
TO THE CONTRACT TERMS AND CONDITIONS (CONT'D)

For purposes of the warranties and the delivery requirements in this Contract, software documentation means well written, readily understood, clear, and concise instructions for the software's users as well as a system administrator. The software documentation will provide the users of the software with meaningful instructions on how to take full advantage of all of the capabilities designed for end users. It also means installation and system administration documentation for a system administrator to allow proper control, configuration, and management of the software. Source code means the uncompiled operating instructions for the entire System. The Contractor will not be obligated to provide source code for Commercial Software unless it is readily available from the licensor. The source code will be provided in the language in which it was written and will include commentary that will allow a competent programmer proficient in the source language to readily interpret the source code and understand the purpose of all routines and subroutines contained within the source code.

EQUIPMENT WARRANTY. The parties agree that this Contract does not involve Equipment as a part of any Deliverable. If any electrical equipment, mechanical device, computer hardware, telecommunications hardware, or other type of physical machinery ("Equipment") will be a part of any Deliverable, the following warranties apply. The Contractor warrants that the Equipment fully complies with all government environmental and safety standards applicable to the Equipment. The Contractor also warrants for 1 year from the acceptance date of the Equipment that the Equipment will perform substantially in accordance with specifications described in the RFP, the user manuals, technical materials, and related writings published by the manufacturer for the Equipment. The foregoing warranties will not apply to Equipment that is modified or damaged after title passes to the State.

The Contractor will notify the State in writing immediately upon the discovery of any breach of the warranties given above.

The Contractor's will do the following if any Equipment does not meet the above warranties:

1. Cause the Equipment to perform as required, or, if that is not commercially practicable, then;

2. Grant the State a refund equal to the amount the State paid for the Equipment or, if such has not been individually priced, the manufacturer's suggested retail price for the Equipment.

Except where the Contractor's breach of a warranty makes it not possible for the State to do so, the State will return the affected Equipment to the Contractor in the case of a refund under the previous paragraph.

Indemnity: The Contractor will indemnify the State for any and all claims by third parties and resulting damages, law suits, costs, judgements, expenses, and any other liabilities resulting from bodily injury to any person (including injury resulting in death) or damage to tangible property arising out of or are related to Contractor's performance under this Contract, providing such bodily injury or tangible property damage is due to the negligence of the Contractor, its employees, agents or subcontractors.

The Contractor will also indemnify the State against any claim of infringement of a copyright, patent, trade secret or similar intellectual property rights by third parties based on the form of Deliverable provided by Contractor under this Contract. This obligation of indemnification will not apply where (i) the State has modified or misused the Deliverable, (ii) the alleged infringement arises out of or results from State Information, or (iii) the alleged infringement arises out of or results from the Contractor's compliance with the State's designs, specifications, requests or instructions in the creation of the Deliverables. The State agrees to give the Contractor notice of any such claim as soon as reasonably practicable and to give the Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by the Office of the State Attorney General. If a successful claim of infringement is made, or if the Contractor reasonably believes that an infringement claim that is pending may actually succeed, the Contractor will take one (1) of the following four (4) actions:

1. Modify the Deliverable so that is no longer infringing.

2. Replace the Deliverable with an equivalent or better item.

3. Acquire the right for the State to use the infringing Deliverable as it was intended for the State to use under this Contract.

4. Remove the Deliverable and refund the fee the State paid for the Deliverable and the fee for any other Deliverable that required the availability of the infringing Deliverable for it to be useful to the State.

Limitation of Liability: Notwithstanding any limitation provisions contained in the documents and materials incorporated by reference into this contract, the parties agree as follows:
MUTUALLY AGREED UPON EXCEPTIONS
TO THE CONTRACT TERMS AND CONDITIONS (CONTD)

1. Neither party will be liable for any indirect, incidental, punitive or consequential loss or damage of any kind including but not limited to lost profits, even if the parties have been advised, knew, or should have known of the possibility of damages.

2. The Contractor further agrees that the Contractor shall be liable for all direct damages due to a breach of this Contract of the Contractor; provided that, the Contractor shall not be liable for, in contract or tort, under statute or otherwise, aggregate damages in excess of four (4) times the fees actually paid for the services that directly caused the loss in connection with claims arising out of this Contract or otherwise relating to the services. This limitation will not apply to (i) the Contractor’s indemnification obligations set forth in the foregoing “Indemnity” section, (ii) losses caused by the Contractor’s fraud or willful misconduct or (iii) to the extent prohibited by applicable law or professional regulations.

*3. The services to be provided under this Contract (“Services”) are advisory in nature. Notwithstanding anything to the contrary herein, Contractor will not render an assurance report, conclusion or opinion on the financial statements of any applicable risk management reserve fund (in whole or in part), any line item therein, nor provide any financial projections, under this Contract, nor will the Services constitute an audit, review, examination, or other form of attestation as those terms are defined by the American Institute of Certified Public Accountants. The projections identified in items A2, A3 and A4 of Section I will consist of actuarial analyses of data and certain assumptions provided by the State. None of the Services or any Deliverables will constitute any legal opinion or advice. Contractor will not conduct a review to detect fraud or illegal acts.

*4. The State is responsible for all management decisions relating to the Services, the use or implementation of the output of the Services and for determining whether the Services are appropriate for its purposes.

*5. The Office of Risk Management will provide written guidance, and clarification defining additional services, mutually agreed by both parties, when the contractor is to provide testimony and respond to questions in connection with the actuarial findings, before the legislature of the State of Ohio and other state officials.

*Indicates clarification wording in the proposal from Ernst & Young, and to note, that the Office of Risk Management will clearly define any additional work needed.
COST SUMMARY

Actuarial Services for the Office of Risk Management
CSP903318

UNSPSC CATEGORY CODE: 80101500

<table>
<thead>
<tr>
<th>OAKS Item Number</th>
<th>Description</th>
<th>Cost</th>
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<tbody>
<tr>
<td>33226</td>
<td>Comprehensive Annual Report</td>
<td>$3,000</td>
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<tr>
<td></td>
<td>(Cost per report and all reports must be approved by the Office of Risk Management prior to payment)</td>
<td></td>
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<tr>
<td>33227</td>
<td>Draft Reports (Cost per draft report, each draft report must be approved by the Office of Risk Management prior to payment)</td>
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<td>33228</td>
<td>Testimony (Hourly Rate must be all-inclusive)</td>
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<tr>
<td>33229</td>
<td>Additional Services (Hourly Rate for consultation services including all associated expenses and reports)</td>
<td>$295</td>
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</tbody>
</table>

All costs must be in U.S. Dollars.
The State will not be responsible for any costs not identified.
There will be no additional reimbursement for travel or other related expenses.
CONTRACTOR AND TERMS:

78791
Ernst & Young, LLC
155 N. Wacker Drive
Chicago, IL 60606

TERMS: Net 30

CONTRACTOR'S CONTACT:

Kishen Patel
E-mail: kishen.patel@ey.com
Office: 312-879-2988
Fax: 866-825-6283
### SUMMARY OF AMENDMENTS

<table>
<thead>
<tr>
<th>Amendment Number</th>
<th>Effective Date</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>03/28/18</td>
<td>To clarify wording in the proposal from Ernst &amp; Young, designate a contact person at the Office of Risk Management, and to note, that the Office of Risk Management will clearly define any additional work needed, and to add a summary of amendments page.</td>
</tr>
</tbody>
</table>