

NEW YORK STATE DEPARTMENT OF CIVIL SERVICE

and

AON CONSULTING, INC.

AGREEMENT NO. C000746

This Agreement ("Agreement" or "Contract") is entered into by and between New York State Department of Civil Service ("Department" or "DCS"), having its principal office at the Empire State Plaza, Albany, NY, 12239 and Aon Consulting, Inc. ("Contractor"), a corporation authorized to do business in the State of New York with a principal place of business located at 400 Atrium Drive, Somerset, NJ 08873. The foregoing are collectively referred to as "the Parties".

WITNESSETH

WHEREAS, Civil Service Law Article XI authorizes and directs the President of the Civil Service Commission and New State Department of Civil Service ("President") to establish a health benefit plan for the benefit of State Employees, Retirees, and their Dependents, and for the benefit of Participating Employers' Employees, Retirees, and their Dependents; and

WHEREAS, New York State, through DCS, administers the New York State Health Insurance Program (NYSHIP) to provide essential health insurance protection to eligible employees and retirees (and their eligible dependents) of New York State (NYS), Participating Employers (PEs), and Participating Agencies (PAs); and

WHEREAS, the Department issued a Request for Proposal ("RFP") entitled "Actuarial and Benefits Management Consulting (ABMC) Services" on June 21, 2022, as thereafter amended on August 17, 2022, to secure the services of a qualified organization to provide actuarial and benefits management consulting services to the Department for use in the administration of the NYSHIP and other benefits administered by the Department; and

WHEREAS, the Contractor submitted a proposal in response to the RFP; and

WHEREAS, after thorough review and evaluation by NYS of any proposals received in response to the RFP, the Contractor's Proposal was selected as representing the best value to the State; and

WHEREAS, the Department, in reliance upon the expertise of the Contractor, desires to engage the Contractor to deliver actuarial and benefits management consulting services, pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, the Parties agree as follows:

SECTION I: TERM

- 1.1 The term of the Contract shall be for a period of five years beginning on January 1, 2023 (Effective Date) and terminating on December 31, 2027, unless otherwise terminated in accordance with the Contract provisions.

In accordance with New York State policy and New York State Finance Law section 112(2), the resulting contract is deemed executory until it has been approved by the New York State Attorney General's Office (AG) and approved and filed by the New York State Office of the State Comptroller (OSC).

SECTION II: INTEGRATION, MERGER AND ORDER OF PRECEDENCE

- 2.1 The Agreement shall be composed solely of the following documents which, in the event of an inconsistency or conflicting terms, shall be given precedence in the order indicated:
- 2.1.1 Appendix A (Standard Clauses for All New York State Contracts), dated October 2019, attached hereto, is hereby expressly made a part of this Contract as fully as if set forth at length herein;
 - 2.1.2 Any Amendments to the body of the Agreement;
 - 2.1.3 The body of the Agreement (that portion preceding signatures);
 - 2.1.4 Appendix B (Standard Clauses for all Department Contracts), dated April 2022, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;
 - 2.1.5 Appendix C (New York State Department of Civil Service Information Security Requirements), dated April 2022, attached hereto, is hereby expressly made a part of this Contract as if fully set forth herein;
 - 2.1.6 Attachment 1 (Department's Official Responses to rounds one and two to Offerors Questions raised concerning the RFP), is hereby expressly made a part of this Contract as if fully set forth herein (Note: if there is any discrepancy in the Department's Official Responses the responses to round two will take precedent over the responses to round one questions);
 - 2.1.7 Attachment 2 which consists of Department's Request for Proposal (RFP) entitled, "Actuarial and Benefits Management Consulting (ABMC) Services ", except for Appendix A (Standard Clauses for all New York State Contracts), which incorporates any appendices, attachments, exhibits, amendments, and updates to said RFP released on June 21, 2022, and Amended on August 17, 2022, is hereby expressly made a part of this Contract as if fully set forth herein;
 - 2.1.8 Attachment 3 "Contract Fees", which consists of the Contractor's Fees for Project Services; and

- 2.1.9 Attachment 4, which consists of the Contractor's Technical Proposal dated June 21, 2022, and the Contractor's Response to Questions from the Technical Management Interview, dated October 20, 2022, is hereby expressly made a part of this Contract as if fully set forth herein.
- 2.2 Only documents expressly enumerated above shall be deemed a part of the Agreement, and references contained in those documents to additional Contractor documents not enumerated above shall be of no force and effect.
- 2.3 All prior agreements, representations, statements, negotiations, and undertakings are superseded. All statements made by the Department shall be deemed to be representations and not warranties.
- 2.4 The Department rejects all bid deviations or extraneous terms submitted by the Contractor not expressly accepted herein.
- 2.5 Nothing contained in this Agreement, expressed, or implied, is intended to confer upon any person, corporation, or other entity, other than the Parties hereto and their successors in interest and assigns any rights or remedies under or by reason of the Agreement.
- 2.6 The terms, provisions, representations, and warranties contained in the Agreement shall survive performance hereunder.

SECTION III: MODIFICATIONS AND CLARIFICATIONS

The following section replaces Section 4.7 of the RFP, Insurance Requirements. Changes from the RFP section are highlighted below:

3.1 Insurance Requirements

Prior to the start of work the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the Contract, policies of insurance as required by this section, written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements of this Section should be licensed or authorized by DFS to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documents are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above. These policies must be written in accordance with the requirements of the paragraphs below, as applicable.

Policies must be written in accordance with the requirements of the paragraphs below, as applicable. While acceptance of insurance documentation shall not be unreasonably withheld, conditioned, or delayed, acceptance and/or approval by the Department does

not, and shall not be construed to, relieve a Contractor of any obligations, responsibilities, or liabilities under this Contract. The Contractor shall not take any action or omit to take any action that would suspend or invalidate any of the required coverages during the term of the Contract.

3.1.1 General Conditions

- a. All policies of insurance required by this Contract shall comply with the following requirements:
 - i. Coverage Types and Policy Limits. The types of coverage and policy limits required from the selected Contractor are specified in Section 4.6(2) below.
 - ii. Policy Forms. Except as may be otherwise specifically provided herein, all policies of insurance shall be written on an occurrence basis.
 - iii. Certificates of Insurance/Notices. The selected Contractor shall provide the Department with a Certificate or Certificates of Insurance, in a form satisfactory to the Department, as detailed below, and pursuant to the timelines set forth in Section 4.6(1)(m) below. Certificates should reference the Solicitation or award number and shall name the New York State Department of Civil Service, Agency Building 1, Empire State Plaza, Albany, NY 12239, as the certificate holder.
 - iv. Document Submissions. A Contractor shall deliver to the Department evidence of the insurance required by this Contract upon notification of tentative award.
- b. Certificates of Insurance shall:
 - i. Be in the form acceptable to the Department and in accordance with the New York State Insurance Law (e.g., an ACORD certificate);
 - ii. Disclose any deductible, self-insured retention, aggregate limit, or any exclusion to the policy that materially changes the coverage required by this Contract;
 - iii. Be signed by an authorized representative of the insurance carrier of the referenced insurance carriers; and
 - iv. Contain the following language in the Description of Operations / Locations / Vehicles section of the Certificate or on a submitted endorsement as applicable: Additional insured protection afforded is on a primary and non-contributory basis. A waiver of subrogation is granted in favor of the additional insureds.

- c. Only original documents (Certificates of Insurance and any endorsements and other attachments) or electronic versions of the same that can be directly traced back to the insurer, agent or broker via e-mail distribution or similar means will be accepted. The Department generally requires a Contractor to submit only certificates of insurance and additional insured endorsements, although the Department reserves the right to request other proof of insurance. A Contractor should refrain from submitting entire insurance policies, unless specifically requested by the Department. If an entire insurance policy is submitted but not requested, the Department shall not be obligated to review and shall not be chargeable with knowledge of its contents. In addition, submission of an entire insurance policy not requested by the Department does not constitute proof of compliance with the insurance requirements and does not discharge a Contractor from submitting the requested insurance documentation.
- d. Primary Coverage: ~~All liability insurance (excluding Professional Liability insurance)~~ For the Commercial General Liability and Business Automobile Liability policies where the Department is required to be included as an additional insured, ~~shall provide that the~~ required coverage shall be primary and non-contributory to other insurance available to the Department and their officers, agents, and employees. Any other insurance maintained by the Department and their officers, agents, and employees shall be in excess of and shall not contribute with the Contractor's insurance.
- e. Breach for Lack of Proof of Coverage: The failure to comply with the requirements of this Contract at any time during the term of any Contract shall be considered a breach of the terms of the Contract and shall allow the Department and their officers, agents, and employees to avail themselves of all remedies available under any Contract, at law or in equity.
- f. Self-Insured Retention/Deductibles: Certificates of Insurance must indicate the applicable deductibles/self-insured retentions for each listed policy. Deductibles or self-insured retentions above \$100,000.00 are subject to approval from the Department. Such approval shall not be unreasonably withheld, conditioned, or delayed. A Contractor shall be solely responsible for all claim expenses and loss payments within the deductibles or self-insured retentions. If the Contractor is providing the required insurance through self-insurance, evidence of the financial capacity to support the self-insurance program along with a description of that program, including, but not limited to, information regarding the use of a third-party administrator shall be provided upon request.
- g. Subcontractors: Prior to the commencement of any work by a Subcontractor, the Contractor shall require such Subcontractor to procure policies of insurance as required by this section and maintain the same in force during the term of any work performed by that Subcontractor. An Additional Insured Endorsement (ISO coverage form CG 20 38 04-13 12 19), or the equivalent, evidencing such coverage shall be provided to the Contractor prior to the commencement of any work by a subcontractor and pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP, as

applicable, and shall be provided to the Department upon request. For subcontractors that are self-insured, the subcontractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the subcontractor would have been required to pursuant to this section had the subcontractor obtained such insurance policies.

- h. Waiver of Subrogation: For the Commercial General Liability and Business Automobile Liability ~~all liability policies (with the exception of Professional Liability Insurance and Cyber Liability Insurance) and the workers' compensation insurance required below~~, the Contractor shall cause to be included in its policies insuring against loss, damage or destruction by fire or other insured casualty a waiver of the insurer's right of subrogation against the Department and their officers, agents, and employees, or, if such waiver is unobtainable:
- i. An express agreement that such policy shall not be invalidated if the Contractor waives or has waived before the casualty, the right of recovery against the Department and their officers, agents, and employees; or
 - ii. Any other form of permission for the release of the Department or any entity authorized by law or regulation to use the Contract and their officers, agents, and employees.

A Waiver of Subrogation Endorsement shall be provided upon request. A blanket Waiver of Subrogation Endorsement evidencing such coverage is also acceptable.

- i. Additional Insured: The Contractor shall cause to be included in ~~each of the~~ its Commercial General Liability and Business Automobile Liability policies required below ~~(excluding Professional Liability Insurance and Data Breach/Cyber Liability coverage)~~ coverage for on-going work and ~~completed~~ operations naming as additional insureds (via ISO coverage forms CG 20 10 ~~04-13~~ 12 19 or 20 38 ~~04-13~~ 12 19 and form CA 20 48 10 13, or a form or forms that provide equivalent coverage) the Department and their officers, agents, and employees. An Additional Insured Endorsement evidencing such coverage shall be provided to the Department pursuant to the timelines set forth in Section 4.6(1)(m) of this RFP. A blanket Additional Insured Endorsement evidencing such coverage is also acceptable. For Contractors who are self-insured, the Contractor shall be obligated to defend and indemnify the above-named additional insureds with respect to Commercial General Liability and Business Automobile Liability, in the same manner that the Contractor would have been required to pursuant to this Contract had the Contractor obtained such insurance policies.
- j. Excess/Umbrella Liability Policies: Required insurance coverage limits may be provided through a combination of primary and excess/umbrella liability policies. If coverage limits are provided through excess/umbrella liability

policies, then a schedule of underlying insurance listing policy information for all underlying insurance policies (insurer, policy number, policy term, coverage, and limits of insurance), including proof that the excess/umbrella insurance follows form, must be provided upon request. Unrelated underlying policies included in the schedule that are not required to meet the insurance requirements may be redacted from the Schedule.

- k. Notice of Cancellation or Non-Renewal: Policies shall be written so as to include the requirements for notice of cancellation or non-renewal in accordance with the New York State Insurance Law. Within five Business Days of receipt of any notice of cancellation or nonrenewal of insurance, the Contractor shall provide the Department with a copy of any such notice received from an insurer together with proof of replacement coverage that complies with the insurance requirements of this Contract.
- l. Policy Renewal/Expiration: Upon policy renewal/expiration, evidence of renewal or replacement of coverage that complies with the insurance requirements set forth in this Contract shall be delivered to the Department. If, at any time during the term of the Contract, the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in this Contract, or proof thereof is not provided to the Department, the Contractor shall immediately cease work. The Contractor shall not resume work until authorized to do so by the Department.
- m. Deadlines for Providing Insurance Documents after Renewal or Upon Request: As set forth herein, certain insurance documents must be provided to the Department contact identified in the Contract Award Notice after renewal or upon request. This requirement means that the Contractor shall provide the applicable insurance document to the Department as soon as possible but in no event later than the following time periods:
 - i. For certificates of insurance: 5 Business Days from request or renewal, whichever is later;
 - ii. For information on self-insurance or self-retention programs: 15 Calendar Days from request or renewal, whichever is later;
 - iii. For other requested documentation evidencing coverage: 15 Calendar Days from request or renewal, whichever is later;
 - iv. For additional insured and waiver of subrogation endorsements: 30 Calendar Days from request or renewal, whichever is later; and
 - v. For notice of cancellation or non-renewal and proof of replacement coverage that complies with the requirements of this section: 5 Business Days from request or renewal, whichever is later.

Notwithstanding the foregoing, if the Contractor shall have promptly requested the insurance documents from its broker or insurer and shall have thereafter diligently taken all steps necessary to obtain such documents from its insurer and submit them to the Department, the Department shall extend the time period for a reasonable period under the circumstances, but in no event shall the extension exceed 30 Calendar Days.

3.1.2 Specific Coverage and Limits

- a. **Commercial General Liability:** Commercial General Liability Insurance, (CGL) shall be written on the current edition of ISO occurrence form CG 00 01, or a substitute form providing equivalent coverage and shall cover liability arising from premises operations, independent contractors, broad form property damage, personal & advertising injury, cross liability coverage, and liability assumed in a contract (including the tort liability of another assumed in a contract). Insurance policies that remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the Insurance Services Offices (ISO) Commercial General Liability (CGL) policy) so as to limit coverage against Claims that arise out of the work, or that remove or modify the "insured contract" exception to the employers' liability exclusion, or that do not cover the Additional Insured for Claims involving injury to employees of the Named Insured or subcontractors, are not acceptable. Policy shall include bodily injury, property damage, and broad form contractual liability coverage. The limits under such policy shall not be less than the following:

- i. Each Occurrence – \$1,000,000
- ii. General Aggregate – \$2,000,000
- iii. Personal Advertising Injury – \$1,000,000

Coverage shall include, but not be limited to, the following:

- i. Premises liability;
- ii. Independent contractors/subcontractors;
- iii. Blanket contractual liability, including tort liability of another assumed in a contract;
- iv. Defense and/or indemnification obligations, including obligations assumed under the Contract; and
- v. Cross liability for additional insureds.

- b. **Business Automobile Liability Insurance:** The Contractor shall maintain Business Automobile Liability Insurance in the amount of at least \$1,000,000 each accident, covering liability arising out of automobiles used

in connection with performance under the Contract, including owned, leased, hired and non-owned automobiles bearing or, under the circumstances under which they are being used, required by the Motor Vehicles Laws of the State of New York to bear, license plates.

- c. Professional Errors and Omissions Insurance: The Contractor shall maintain Professional Errors and Omissions (Professional Liability) in the amount of at least \$5,000,000 each claim, for claims arising out of but not limited to delay or failure in diagnosing a disease or condition and alleged wrongful acts, including breach of contract, bad faith, and negligence. Such insurance shall apply to professional errors, acts, or omissions arising out of the scope of services. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Services of this Contract.

If coverage is written on a claims-made policy, the Contractor warrants that any applicable retroactive date precedes the start of work; and that continuous coverage will be maintained, or an extended discovery period exercised, throughout the performance of the services and for a period of not less than three years from the time work under this Contract is completed. Written proof of this extended reporting period must be provided to the Department prior to the policy's expiration or cancellation.

- d. Data Breach/Cyber Liability Insurance: Contractor is required to maintain during the term of any Contract and as otherwise required herein, Data Breach and Privacy/Cyber Liability Insurance in the amount of at least \$5,000,000 each claim, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department systems due to the actions of the Contractor which results in unauthorized access to the Department or their data. Coverage may be satisfied through alternative insurance policies. Said insurance shall provide coverage for damages arising from, but not limited to the following:
- i. Breach of duty to protect the security and confidentiality of nonpublic proprietary corporate information;
 - ii. Personally, identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
 - iii. First-party Privacy notification costs;
 - iv. First-party Regulatory defense and penalties;
 - v. Website media liability or the Offeror may provide a letter for Fidelity Bond in the amount of at least \$5,000,000; and
 - vi. Cybertheft of customer's property, including but not limited to money and securities or the Offeror may provide a letter for Fidelity Bond in the amount of at least \$5,000,000.

If the policy is written on a claims-made basis, Contractor must submit to the Department an Endorsement providing proof that the policy provides the option to purchase an Extended Reporting Period ("tail coverage") providing coverage for no less than one year after work is completed in the event that coverage is cancelled or not renewed. This requirement applies to both primary and excess liability policies, as applicable.

If coverage is provided as underlying coverage of another policy, all requirements must be met within the primary policy.

- e. **Workers' Compensation Insurance:** To comply with coverage provisions of Workers Compensation Law (WCL) Section 57, businesses must be legally exempt from obtaining workers' compensation insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured employer or participate in an authorized group self-insurance plan. Contractor must provide one of the following forms:
- i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the Workers' Compensation Board's website (www.businessexpress.ny.gov); or
 - ii. Form C-105.2 (9/15), Certificate of Workers' Compensation Insurance, sent to the Department by the Contractor's insurance carrier upon request, or if coverage is provided by the New York State Insurance Fund, they will provide Form U-26.3 to the Department upon request from the Contractor; or
 - iii. Form SI-12, Certificate of Workers' Compensation Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office, or
 - iv. Form GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance, available from the Contractor's Group Self-Insurance Administrator.
- f. **Disability Benefits Insurance:** To comply with coverage provisions of WCL Section 220(8), regarding disability benefits, businesses must be legally exempt from obtaining disability benefits insurance coverage; or obtain such coverage from insurance carriers; or be a Board-approved self-insured employer. Contractor must provide one of the following forms:
- i. Form CE-200, Certificate of Attestation for New York Entities With No Employees and Certain Out of State Entities, That New York State Workers' Compensation and/or Disability Benefits Insurance Coverage is Not Required, which is available on the

Workers' Compensation Board's website
(www.businessexpress.ny.gov); or

- ii. Form DB-120.1, Certificate of Disability Benefits Insurance, sent to the Department by the Contractor's insurance carrier upon request; or
- iii. Form DB-155, Certificate of Disability Benefits Self-Insurance, available from the New York State Workers' Compensation Board's Self-Insurance Office.

3.2 Appendix B, Standard Clauses for All Department Contracts, dated April 2022, is modified as follows:

3.2.1 Section 41.a is modified as follows: Replace "24 hours" with "without undue delay, but not to exceed two (2) business days".

3.3 Appendix C, Information Security Requirements, dated April 2022, is modified as follows:

3.3.1 Appendix C Section 3.4 - Replace "immediately" with "without undue delay, but in no instance more than 48 hours after becoming aware of an Event that impacts the Department".

3.3.2 Appendix C Section 6.8 - Add the following sentence to the end of Appendix C section 6.8: "Department is agreeable to receipt of redacted vulnerability scans to the extent the redactions do not redact the description of the vulnerability (including rating) and the status of the remediation."

SECTION IV: LEGAL AUTHORITY TO PERFORM

- 4.1 The Contractor represents that it possesses the legal authority to perform Project Services in accordance with the terms and conditions of the Agreement.
- 4.2 The Contractor shall maintain appropriate corporate and/or legal authority, which shall include, but is not limited to, the maintenance of an administrative organization capable of delivering Project Services in accordance with the Agreement and the authority to do business in the State of New York or any other governmental jurisdiction in which the Project Services are to be delivered.
- 4.3 The Contractor shall provide the Department with prompt notice in writing of the initiation of any legal action or suit which relates in any way to the Agreement, or which may affect performance of the Contractor's duties under the Agreement.

SECTION V: PROJECT SERVICES

The Contractor will provide comprehensive actuarial and benefits management consulting services to the Department which include the following services (Project Services) being procured under this Contract:

5.1 Account Team

- 5.1.1 The Contractor must have in place a proactive, experienced account leader and team who have the responsibility and authority to coordinate the appropriate resources to implement and administer Project Services (hereinafter "Account Team").
- 5.1.2 The Contractor must designate a single account executive ("Project Team Leader") accountable to the Department and responsible for ensuring that the needs of the Department are met.
- 5.1.3 The Project Team Leader must be able to maintain and adjust staffing patterns at appropriate levels to provide services as requested by the Department.
- 5.1.4 The Contractor must ensure that all activities associated with Project Services 5.2, 5.3, and 5.4, as applicable, will be overseen by an individual certified as a Fellow in the Society of Actuaries ("FSA").
- 5.1.5 The Contractor must ensure that its Account Team notifies the Department of any actual or anticipated events impacting the delivery of Project Services and present options available to minimize or eliminate the impact of those events on the delivery of Project Services.
- 5.1.6 The Contractor must notify the Department in writing of changes in key project management team personnel.

5.2 Premium Rate Development

- 5.2.1 The Contractor must assist the Department in the review of the reasonableness of the Empire Plan vendors' rate recommendations.
- 5.2.2 The Contractor must submit to the Department the Contractor's independent premium rate estimates not later than September 1st of each year of the Contract.
- 5.2.3 The Contractor must review and provide a written evaluation of the Empire Plan vendors' rate proposals.
 - a. The report must include a review of all factors used by the vendors to determine premium requirements.
 - b. The report will be due no later than October 15th of each year of the Contract.
- 5.2.4 The Contractor must support the Department in its analysis of the Empire Plan rates submitted by the Contractors of the Hospital Program, Medical Program, Prescription Drug, and Mental Health and Substance Use Disorder Program.
- 5.2.5 The Contractor must attend and participate in all meetings as deemed necessary by the Department.

5.2.6 The Contractor must assist the Department in presenting rate proposals to OER, DOB, the Joint Labor Management Committee (JLMC), and other entities, as the Department deems necessary.

5.2.7 The Contractor must support the Department by providing comparative analyses, as requested, using data of other large employers.

5.3 Governmental Accounting Standards Board Valuation

5.3.1 GASB 74

The Contractor must perform an Other Postemployment Benefits (“OPEB”) actuarial valuation (GASB 74) of NYS and SUNY’ Campuses on an annual basis and produce a comprehensive report in accordance with the schedule set forth in the table below.

Report Name*	Due Date
2023 GASB 74 Actuarial Valuation Report	May 31, 2024
2024 GASB 74 Actuarial Valuation Report	May 31, 2025
2025 GASB 74 Actuarial Valuation Report	May 31, 2026
2026 GASB 74 Actuarial Valuation Report	May 31, 2027

5.3.2 GASB 75

- a. The Contractor must produce a report that presents the actuarial assumptions the Contractor will use for the Valuation (GASB 75) along with the rationale for those assumptions (“The Actuarial Assumptions Report”). The Actuarial Assumptions Report is due no later than February 1st of each year of the Contract, with the exception of the Actuarial Assumption Report for the 2023 Actuarial Valuation Report which will be due by April 1, 2024.
- b. The Contractor must perform an OPEB actuarial valuation (GASB 75) of NYS and SUNY’ on an annual basis and produce a comprehensive report in accordance with the schedule set forth in the table below.

Report Name*	Due Date
2023 SUNY Actuarial Valuation Reports	May 31, 2024
2023 NYS Actuarial Valuation Report	November 15, 2024
2024 SUNY Actuarial Valuation Reports	May 31, 2025
2024 NYS Actuarial Valuation Report	November 15, 2025
2025 SUNY Actuarial Valuation Reports	May 31, 2026

2025 NYS Actuarial Valuation Report	November 15, 2026
2026 SUNY Actuarial Valuation Reports	May 31, 2027
2026 NYS Actuarial Valuation Report	November 15, 2027

- c. The Contractor must provide two reports by June 30th following the Valuation year, that present the actuarial assumptions used for NYS' Valuation, one for distribution to PEs ("PE Actuarial Assumptions Report") and the other to PAs ("PA Actuarial Assumptions Report"), to provide assistance in performing their GASB 75.

5.3.3 General Obligations

The Contractor must assist the Department in:

- a. Responding to requests for information from DOB, SUNY, OSC, and/or any other entity as determined by the Department;
- b. Preparation for legislative testimony; and
- c. Responding to questions on completed valuation(s) posed by auditors Contracted to audit NYS' financial records.

5.4 Ad Hoc Consulting Services

5.4.1 The Contractor at the request of the Department shall, at the rates set forth in the Contract, Attachment 3, Contract Fees, provide a full range of Ad Hoc Consulting Services (Ad Hoc Project) including, but not limited to:

- a. Assisting the Department with the analysis, design and/or review of solicitation instruments (e.g., requests for proposals) and their associated evaluation criteria developed by the Department for any of the benefit programs administered by the Department and/or the evaluation of specified proposals received in regard thereto.
- b. Providing the Department with analysis of federal and state legislative proposals, including advice on compliance with such legislation.
- c. Assisting the Department with benefit and premium renewal activities for any of the benefit programs administered by the Department.
- d. Assisting the Department with any actuarial valuations.
- e. Providing recommendations regarding proposed benefit/plan design changes.
- f. Performing cost/savings analyses of collectively bargained plan changes.
- g. Reviewing vendors' contract provisions and providing recommendations.

- 5.4.2 The Contractor must guarantee that the analysis provided for an Ad Hoc Project will be based on the most current information available, be comprehensive, and be actuarially sound and reasonable. Ad Hoc Project final deliverables must be provided to the Department no later than the due date agreed upon by the Department and the Contractor for a given Ad Hoc Project final deliverable.
- 5.4.3 The Department will, subject to prior approval of the Parties, depending upon the scope or the nature of services sought and or duration of a given Ad Hoc task to be undertaken, either pay the Contractor for the required Ad Hoc services on a time and material basis for actual hours worked or, on an Ad Hoc Project Not-To-Exceed Total Cost or an Ad Hoc Project Total Projected Cost amount to undertake and complete the Ad Hoc Project. The negotiated amount will be based on the Contractor's proposed Ad Hoc Project work plan, as approved in writing by the Department, and the Contractor's Fixed Hourly Rates as set forth in the Contract, Attachment 3, Contract Fees. The Contractor will not be paid for any Ad Hoc Consulting services that were not previously approved, in writing, by an authorized representative of the Department.

5.5 Transition Services

The Contractor is required to provide Contractor related obligations and deliverables to the Department after Contract termination, until all Contract deliverables have been provided to the Department. Payment for these services will be based on the Contractor's Year 5 costs as referenced in Attachment 3, Contract Fees.

In addition to any other contractual requirements cited herein including the Standard Clauses for New York State Contracts (Appendix A), the Standard Clauses for All Department Contracts (Appendix B), and the Information Security Requirements (Appendix C), Contractor will fully cooperate with any successor contractor to ensure the timely, smooth transfer of information necessary to administer the services under any subsequent Agreement. If requested, the Contractor shall cooperate with the Department to develop a detailed transition plan upon notice from the Department. The contractor shall be reimbursed for transition service performed during the transition period at the year five rates for ad hoc consulting services in Attachment 3.

SECTION VI: PERFORMANCE GUARANTEES

The Contractor acknowledges and agrees that failure to perform the Project Service features in such a manner which either meets or exceeds any and/or all of the Performance Guarantee(s), as set forth in Section 6 of this Contract, shall result in a corresponding reduction(s) in fee to the Contractor for failure to meet the guarantee.

Upon such determination of amounts due pursuant to this Section, the Department shall notify the Contractor, in writing, and the Contractor shall apply such amounts as a credit against any amounts due to Contractor within 30 Calendar Days of receiving such notification by the Department.

Failure to meet any Performance Guarantee(s) does not relieve the Contractor of the performance of the activities, duties and obligations as otherwise set forth in the Contract.

6.1 Ad Hoc Consulting Services Guarantee and Credit Amount

6.1.1 Performance Guarantee: The Contractor guarantees that analysis provided for an Ad Hoc Project will be based on the most current information available, be comprehensive, and be actuarially sound and reasonable. Further, consistent with the provisions in Contract Section 5.4, Ad Hoc Project final deliverables must be provided to the Department no later than the due date agreed upon by the Department and the Contractor for a given Ad Hoc Project final deliverable.

6.1.2 Credit Amount: The amount to be credited amount for each twenty-four-hour period, or part thereof, beyond the due date for the Ad Hoc Project's report or final deliverable, as negotiated by the Parties on a case-by-case basis, that the report/deliverable is not provided to the Department. The forfeited amount (Standard Credit Amount) is \$550.00.

SECTION VII: PAYMENT FOR SERVICES

The sole compensation for the Contractor under the Contract will be payments based on the provisions set forth in Section 7 of the Contract. During the term of the Contract, amounts paid for which it is subsequently determined that the Contractor was not entitled, if any, must be refunded to the Department. Submission of an invoice and payment thereof shall not preclude the Department from recovery or offset of payment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Contract.

7.1 Premium Rate Development and GASB

7.1.1 Throughout the term of the Contract, the Contractor will be paid for the Project Services after its delivery to the Department of each of the deliverables noted in Section 5 above and upon the Department's review and acceptance of the work product.

7.1.2 The Premium Rate Development and GASB Costs as noted in Attachment 3 "Contract Fees", is a fixed all-inclusive cost for each of the cited deliverables. Each fixed all-inclusive cost includes all preparatory work regarding the deliverable, including meetings with the Department to address questions concerning the deliverables.

7.1.3 The unit rates as set forth in Attachment 3 "Contract Fees" for the Premium Rate Development and GASB Costs are guaranteed rates for the term of the Contract.

7.2 Ad Hoc Consulting Services

7.2.1 Throughout the term of the Contract, the Contractor will be paid for the Project Services cited in Section 5.4 of the Contract, Ad Hoc Services, based on the fixed hourly rates set forth in Attachment 3, "Contract Fees". The fixed hourly rates are

inclusive of all direct and indirect costs, overhead expenses, fees, and profit. Such rates do not include travel which will not be required by the Department.

7.2.2 The Contractor's fixed hourly rates and the associated listed position titles, as cited in Attachment 3 "Contract Fees", must be detailed by the Contractor when billing for Ad Hoc Consulting Services rendered.

7.2.3 Invoices are to be made on a monthly basis and include:

- a. The rates of all billing associated listed position titles;
- b. Bill services by one-tenth (.1) of an hour based on actual time; no "minimum bill" for any activity;
- c. The date, the project, description of task, actual time, and charge; and
- d. The total of the current bill.

7.3 Throughout the term of the Contract, the Contractor shall invoice the Department for Project Services rendered in accordance with the provisions set forth herein, together with full supporting detail(s) to the State's satisfaction. Such invoice(s) shall be submitted to accountspayable@ogs.ny.gov. The subject line should include the Invoice Number and the term "Department of Civil Service". In addition to details regarding the service rendered, the invoice must include:

- a. Name of the NYS Agency being billed;
- b. Name of the vendor and NYS Statewide Financial System (SFS) Vendor Number; and
- c. Contract number.

7.4 After review and approval of the Contractor's invoice, the Department shall submit it to OSC for payment. OSC shall render payment for invoices under the Agreement in accordance with ordinary State procedures and practices. The Department will make best efforts to process all acceptable invoices within thirty (30) days of their receipt; however, failure to make payment within said timeframe shall not be considered a breach of Contract. The Contractor acknowledges that timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article XI-A of the State Finance Law. Submission of an invoice and payment thereof shall not preclude the Department, as applicable, from reimbursement or demanding a price adjustment in any case where Project Services as delivered are found to deviate from the terms and conditions of the Agreement.

SECTION VIII: NOTICES

8.1 The Contractor shall immediately notify the Department upon learning of any situation that can reasonably be expected to adversely affect the rendition of Project Services.

- 8.2 All notices permitted or required hereunder shall be in writing and shall be transmitted via certified or registered United States mail, return receipt requested; by hand delivery; by expedited delivery service; or by e-mail. Such notification must be sent to:

State of New York Department of Civil Service

Name: Katelyn Wilder or their designee
Title: Acting Director, Office of Financial Administration
Address: Empire State Plaza, Agency Building 1, Albany, NY 12239
Telephone Number: 518-473-2726
E-Mail Address: Katelyn.Wilder@cs.ny.gov

Aon Consulting, Inc.

Name: Vince Kozlowski
Title: Vice President, Health & Benefits
Address: 165 Broadway Suite 3201, New York, NY 10006
Telephone Number: 201-207-8306
E-Mail Address: vince.kozlowski@aon.com

- 8.3 Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of email, upon receipt.
- 8.4 The Parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The Parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the Parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

SECTION IX: ADDITIONAL PROVISIONS

9.1 Work in The Continental United States of America

All work performed by Contractor personnel under this Contract must be performed within the Continental United States of America.

9.2 Information Classification

The Department has determined that the State information which the Contractor will either host, maintain, or have access to has an impact level of: Confidentiality = Moderate, Integrity = Moderate, and Availability = Moderate; and requires the Contractor, pursuant to IT Standard: Information Security Controls (NYS-S14-003) (see <https://its.ny.gov/document/information-security-controls>), to have the associated baseline security controls implemented to uniformly protect the confidentiality, integrity, and availability of the information entrusted to the Contractor.

9.3 Continued Data Access

The Department has determined that the period of time that the Contractor must provide the Department continued access to Data beyond the expiration or termination of the Agreement is no less than 365 Calendar days. All Contract provisions related to the protection and security of the Data will survive termination of the Contract. This provision does not limit or lessen the time period or Contractor's obligations pursuant to Standard Clauses for New York State Contracts (Appendix A) to establish and maintain Records.

9.4 Use and Disclosure of Protected Health Information

- a. The Contractor acknowledges that it is a "Business Associate" as that term is defined in the HIPAA implementing regulations at 45 CFR 160.103. of the Department as a consequence of the Contractor's provision of Project Services on behalf of the Department within the context of the Contractor's performance under the resulting Contract and that the Contractor's provision of Project Services will involve the disclosure to the Contractor of individually identifiable health information from the Department or other service providers on behalf of the Department, as well as the Contractor's disclosure to the Department of individually identifiable health information as a consequence of the Project Services performed under the resulting Contract. As such, the Contractor, as a Business Associate, will be required to comply with the provisions of this Section.
- b. For purposes of this Section, the term "Protected Health Information" (PHI) means any information, including demographic information collected from an individual, that relates to the past, present, or future physical or mental health or condition of an individual, to the provision of health care to an individual, or to the past, present, or future payment for the provision of health care to an individual, that identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual. Within the context of the resulting Contract, PHI may be received by the Contractor from the Department or may be created or received by the Contractor on behalf of the Department in the Contractor's capacity as a Business Associate. All PHI received or created by the Contractor in its capacity as a Business Associate and as a consequence of its performance under the resulting Contract is referred to herein collectively as "Department's PHI."
- c. The Contractor acknowledges that the Department administers on behalf of New York State several group health plans as that term is defined in HIPAA's implementing regulations at 45 CFR Parts 160 and 164, and that each of those group health plans consequently is a "covered entity" under HIPAA. These group health plans include NYSHIP, which encompasses the Empire Plan as well as participating health maintenance organizations; the Dental Plan, and the Vision Plan. In this capacity, the Department is responsible for the administration of these "covered entities" under HIPAA. The Contractor further acknowledges that the Department has designated NYSHIP and the Empire Plan as an Organized Health Care Arrangement (OHCA), respectively. The Contractor further acknowledges that:

required by law. The Contractor shall limit its uses and disclosures of PHI when practicable to the information comprising a Limited Data Set, and in all other cases to the minimum necessary to accomplish the intended purpose of the PHI's access, use, or disclosure.

- f. **Safeguards:** The Contractor shall use appropriate, documented safeguards to prevent the use or disclosure of the Department's PHI otherwise than as provided for in the resulting Contract. The Contractor shall maintain a comprehensive written information security program that includes administrative, technical, and physical safeguards that satisfy the standards set forth in the HIPAA Security Rule at 45 CFR §§ 164.308, 164.310, and 164.312, along with corresponding policies and procedures, as required by 45 CFR § 164.316, appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, to reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI that it creates, receives, maintains, accesses, or that it transmits on behalf of the Department pursuant to the resulting Contract to the same extent that such electronic PHI would have to be safeguarded if created, received, maintained, accessed, or transmitted by a group health plan identified herein.

- g. **Breach Notification:**

In addition to the Disclosure of Breach requirements specified in Appendix B, the following provisions shall apply:

- i. **Reporting:** The Contractor shall report to the Department any breach of unsecured PHI, including any use or disclosure of the Department's PHI otherwise than as provided for by the Contract, of which the Contractor becomes aware. An acquisition, access, transmission, use or disclosure of the Department's PHI that is unsecured in a manner not permitted by HIPAA or the resulting Contract is presumed to be a breach unless the Contractor demonstrates that there is a low probability that Department's PHI has been compromised based on the Contractor's risk assessment of at least the following factors:
 - 1) The nature and extent of Department's PHI involved, including the types of identifiers and the likelihood of re-identification;
 - 2) The unauthorized person who used Department's PHI or to whom the disclosure was made;
 - 3) Whether Department's PHI was actually acquired or viewed; and
 - 4) The extent to which the risk to Department's PHI has been mitigated.
- ii. **Required Information:** In addition to the information required in Standard Clauses for All Department Contracts (Appendix B), Disclosure of Breach, the Contractor shall provide the following information to the Department within the time period identified in Appendix B, Disclosure of Breach, except

when, despite all reasonable efforts by the Contractor to obtain the information required, circumstances beyond the control of the Contractor necessitate additional time. Under such circumstances, the Contractor shall provide to the Department the following information as soon as possible and without unreasonable delay, but in no event later than thirty Calendar Days from the date of discovery:

- 1) The date of the breach incident;
 - 2) The date of the discovery of the breach;
 - 3) A brief description of what happened;
 - 4) A description of the types of unsecured PHI that were involved;
 - 5) Identification of each individual whose unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach;
 - 6) A brief description of what the Contractor is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches; and
 - 7) Any other details necessary to complete an assessment of the risk of harm to the individual.
- iii. The Contractor will be responsible to provide notification to individuals whose unsecured PHI has been or is reasonably believed to have been accessed, acquired, or disclosed as a result of a breach, as well as the Secretary of the United States Department of Health and Human Services and the media, as required by 45 CFR Part 164.
- iv. The Contractor shall maintain procedures to sufficiently investigate the breach, mitigate losses, and protect against any future breaches, and to provide a description of these procedures and the specific findings of the investigation to the Department upon request.
- v. The Contractor shall mitigate, to the extent practicable, any harmful effects from any use or disclosure of PHI by the Contractor not permitted by the Contract.
- h. **Associate's Agents:** The Contractor shall require all of its agents or Subcontractors to whom it provides the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, to agree, by way of written contract or other written arrangement, to the same restrictions and conditions on the access, use, and disclosure of PHI that apply to the Contractor with respect to the Department's PHI under the Contract.
- i. **Availability of Information to the Department:** The Contractor shall make available to the Department such information and documentation as the Department may

require regarding any disclosures of PHI by the Contractor to fulfill the Department's obligations to provide access to, provide a copy of, and to account for disclosures of the Department's PHI in accordance with HIPAA and its implementing regulations. The Contractor shall provide such information and documentation within a reasonable amount of time of its receipt of the request from the Department. The Contractor must provide the Department with access to the Department's PHI in the form and format requested, if it is readily producible in such form and format; or if not, in a readable hard copy form or such other form and format as agreed to by the Parties, provided, however, that if the Department's PHI that is the subject of the request for access is maintained in one or more designated record sets electronically and if requested by the Department, the Contractor must provide the Department with access to the requested PHI in a readable electronic form and format.

- j. Amendment of the Department's PHI: The Contractor shall make the Department's PHI available to the Department as the Department may require to fulfill the Department's obligations to amend individuals' PHI pursuant to HIPAA and its implementing regulations. The Contractor shall, as directed by the Department, incorporate any amendments to the Department PHI into copies of such Department PHI maintained by the Contractor.
- k. Internal Practices: The Contractor shall make its internal practices, policies and procedures, books, records, and agreements relating to the use and disclosure of the Department's PHI, whether received from the Department or created or received by the Contractor on behalf of the Department, available to Department and/or the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the Department and/or the Secretary for purposes of determining the Department's compliance with HIPAA and its implementing regulations.
- l. Termination: This Contract may be terminated by the Department at the Department's discretion if the Department determines that the Contractor, as a Business Associate, has violated a material term of this Section. Data return and destruction upon contract termination is governed by Information Security Requirements, Appendix C.
- m. Indemnification: Notwithstanding the provisions in Standard Clauses for All Department Contracts (Appendix B), the Contractor agrees to indemnify, defend and hold harmless the State and the Department and its respective employees, officers, agents, or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this section, Use and Disclosure of Protected Health Information, or from any acts or omissions related to this section by the Contractor or its employees, officers, subcontractors, agents, or other members of its workforce, without limitations. Accordingly, the Contractor shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs, or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party which results from the

Contractor's acts or omissions hereunder. The Contractor's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Contract.

n. Miscellaneous:

- a. Survival: The respective rights and obligations of Business Associate and the "covered entities" identified herein under HIPAA and as set forth in this Section, USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION, shall survive termination of the resulting Contract.
- b. Regulatory References: Any reference herein to a federal regulatory section within the Code of Federal Regulations shall be a reference to such section as it may be subsequently updated, amended, or modified, as of their respective compliance dates.
- c. Interpretation: Any ambiguity in the resulting Contract shall be resolved to permit covered entities to comply with HIPAA.

SECTION X: ENTIRE AGREEMENT

The Agreement, including all appendices and attachments, constitutes the entire agreement between the Parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid and the Agreement shall not be changed, modified, or altered in any manner except by an instrument in writing executed by both Parties hereto, except as otherwise provided herein. The Contract is subject to amendment(s) only upon mutual consent of the Parties, reduced to writing and approved by the Office of the State Comptroller of the State of New York and subject to the termination provisions contained herein.

(Remainder of this page intentionally left blank)

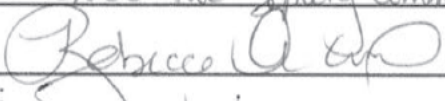
IN WITNESS WHEREOF, the Parties hereto have hereunto signed this AGREEMENT on the day and year appearing opposite their respective signatures.

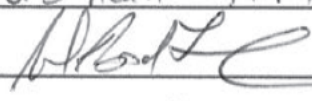
Agency Certification: "In addition to the acceptance of this Agreement, I also certify that original copies of this signature page will be attached to all exact copies of this Agreement."

Contractor Certification: By signing I certify my express authority to sign on behalf of myself, my company, or other entity and full knowledge and acceptance of this Agreement and all appendices. By signing, I affirm my understanding of and agreement to comply with the Department's procedures relative to the Procurement Lobbying Law as required by State Finance Law §139-j and §139-k.

**NEW YORK STATE
DEPARTMENT OF CIVIL SERVICE**

**AON CONSULTING, INC.
FEIN: 222232264**

Name: Rebecca A Corso
Title: Executive Deputy Commissioner
By: 
Date: 1/11/23

Name: Rebecca Bodek Feldman
Title: US Health Risk Manager
By: 
Date: 1.3.23

Approved as to form:

Letitia James
ATTORNEY GENERAL

By: _____
Date: _____

Approved:

Thomas P. DiNapoli
STATE COMPTROLLER

By: _____
Date: _____

APPROVED DEPT. OF AUDIT & CONTROL
Feb 15 2023 Angelina Cadena
FOR THE STATE COMPTROLLER



Department of Civil Service

Contract Fees
RFP entitled: "Actuarial and Benefits Management Consulting Services"

Contractor: Aon Consulting, Inc.

Premium Rate Development	
Deliverable	Fixed All-Inclusive Cost
Annual Premium Rate	Year 1: [REDACTED] Year 2: [REDACTED] Year 3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED]
Annual Written Evaluation of Empire Plan Vendors Premium Rate	Year 1: [REDACTED] Year 2: [REDACTED] Year 3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED]
Annual Joint Labor Management Committee Presentation	Year 1: [REDACTED] Year 2: [REDACTED] Year 3: [REDACTED] Year 4: [REDACTED] Year 5: [REDACTED]

Governmental Accounting Standards Board Valuation 74	
Deliverable	Fixed All-Inclusive Cost
NY Actuarial Valuation Report (Includes SUNY Campus, excludes SUNY Hospitals, SUNY Construction, NYSIF)	2023 Valuation: [REDACTED] 2024 Valuation: [REDACTED] 2025 Valuation: [REDACTED] 2026 Valuation: [REDACTED]

Governmental Accounting Standards Board Valuation 75

Actuarial Assumptions Report (Includes NYS, All SUNY, NYSIF)



SUNY Campus Actuarial Valuation Report



SUNY Stony Brook Hospital Actuarial Valuation Report



SUNY Brooklyn Hospital Actuarial Valuation Report



SUNY Syracuse Hospital Actuarial Valuation Report



SUNY Construction Fund Actuarial Valuation Report



SUNY Supplemental Actuarial Valuation Report (Combines all SUNY Reports listed under GASB 75)



NY Actuarial Valuation Report (Excludes all SUNY, Includes NYSIF)



Participating Employer Actuarial Assumptions Report



Participating Agency Actuarial Assumptions Report



Fixed Hourly Rates					
Position Title	Year 1	Year 2	Year 3	Year 4	Year 5
Principal					
Lead Consultant					
Consultant					
Analyst					