

# Request for Proposal

## Vocational Evaluator

May 2026



***SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO***

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## I. INTRODUCTION

The School Employees Retirement System of Ohio (SERS) is requesting proposals from vocational evaluators.

## II. BACKGROUND

SERS is a statewide defined benefit retirement system for non-certificated persons employed by the public schools within the state's cities, villages and counties, as well as local districts, vocational and technical schools, community colleges, and The University of Akron. SERS provides service retirement, disability and survivor benefits, and access to health care coverage for benefit recipients and their dependents. General administration and management of the plan is vested in the Retirement Board established under [Chapter 3309](#) of the Ohio Revised Code.

Under SERS' current disability program, the standard for determining if a member continues to be disabled is whether the member is incapacitated from performing the primary duties of the member's SERS-covered job for a period that is expected to last at least 12 months. For individuals whose benefit effective date is after January 7, 2013, the standard for terminating the disability benefit will change three years after the effective date from whether the member is incapable of resuming the SERS job from which the member was found disabled to whether the member is capable of performing the duties of any occupation. However, if the member is undergoing vocational rehabilitation, the review standard does not change until five years after the benefit effective date.

Any occupation is defined as "a position that meets all of the following criteria: (a) Replaces not less than seventy-five per cent of the member's final average salary adjusted each year by the actual average increase in the consumer price index prepared by the United States bureau of labor statistics (U.S. City Average for Urban Wage Earners and Clerical Workers: "All items 1983-84=100; (b) Is reasonably to be found in the member's regional job market; (c) Is one that the member is qualified for by experience or education." The vocational rehabilitation requirements and any occupation review standard are further explained in Sections 3309.39 and 3309.41 of the Ohio Revised Code and Ohio Administrative Code 3309-1-40, attached as Appendix A.

Under the any occupation requirement, hundreds of people each year will need to be assessed to determine if they are capable of performing any occupation. SERS approved 213 individuals for disability benefits in Fiscal Year 2025, with an average age of 57.6 years. At the end of Fiscal Year 2024/2025, 4,098 individuals were receiving disability benefits from SERS.

Links are available for the most recent [SERS Annual Comprehensive Financial Report](#).

### III. SCOPE OF SERVICES

Each assessment will review the member's self-reported work history and current physical and/or mental capacities as outlined from the treating physician to identify transferable skills to determine if he or she is capable of performing any occupation that exists within the member's regional labor market and 75% or greater of the member's adjusted salary. AI usage for utilization review in cases must be disclosed and final decisions should be made by licensed professionals, not just automated systems. Disclosures should identify the tool used (e.g., "[Name of AI Tool]"), the purpose of its use (e.g., "[transcription, analysis, summarization]"), and note that a human/licensed professional reviewed the output.

A sample report is attached as Appendix C. SERS will consider only proposals for the services as described above.

SERS will consider only proposals for vocational evaluators. Responses may be submitted by individual evaluators or by companies who provide evaluators. **Responses submitted for other goods and/or services will not be considered.**

### IV. PROPOSAL SUBMISSIONS

#### A. Intent to Respond

If the vendor intends to respond to this RFP, a Notice of Intent to do so should be sent to SERS by May 10, 2026. The Notice should be sent by email to the SERS contact listed in paragraph C. below, and contain the vendor's name, its intent to respond, the name of a contact person, the contact person's telephone number and email. Submitting this Notice will not obligate a vendor to submit a Response nor be a prerequisite for submitting a Response but will allow SERS to send out any necessary information to interested vendors.

#### B. Response Deadline

The completed Response must be received by **May 29, 2026 at 4:00 p.m., Eastern Daylight Time**. Responses received after the Response deadline will not be considered.

#### C. Delivery

Contact person for all responses, and communications:

Holly Cox  
Assistant Director – Outreach  
Member Services Department  
School Employees Retirement System  
300 East Broad Street, Suite 100  
Columbus, OH 43215  
hcox@ohsers.org  
Telephone: 614-222-5823

An unbound original and 2 copies of the Response are to be sent by mail or delivery service. Faxed transmissions are not acceptable and will not be considered.

**D. Response Documents**

**All of the following documents must be submitted together and in the order listed.**

1. A Cover Letter submitting the vendor's Response on the vendor's letterhead signed by at least one individual who is authorized to bind the vendor contractually.
2. The Questionnaire in Appendix B. with the question and/or request duplicated in the Response before the answer or response.
3. Review of SERS' general terms and conditions (Appendix D).

**E. Submitted Responses**

Vendor acknowledges that SERS is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law including the requirement to comply with requests for disclosure of public records. Any Response submitted will become the property of SERS. SERS reserves the right to retain all Responses submitted, and use any information contained in a Response except as otherwise prohibited by law. Consequently, the vendor understands that all documents submitted in response to this RFP are considered public records and will be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

Vendor may provide one additional copy of its response with proprietary trade secret information redacted and marked as such. If vendor contends that certain clearly marked portions of vendor's response constitute an exception to Ohio's public records law, vendor must submit vendor's legal basis and corresponding legal authority under Ohio law in support of each assertion with vendor's response. Vendor may not mark the entire response/submittal as information constituting an exception to Ohio's public records law. If vendor's entire response/submittal is so marked, the SERS will not consider vendor's response.

If a public records request is made for any portion of the documents that vendor has submitted and vendor has not provided a redacted copy which clearly marks such documents as information constituting an exception to Ohio's public records law, vendor's information will be released immediately. Vendor shall be deemed to have waived its rights to seek an injunction or protective order, and SERS shall be entitled to make such disclosure without notice or liability to vendor.

If a public records request is made for such information and vendor has

provided a redacted copy which clearly marks portions of vendor's response as information constituting an exception to Ohio's public records law, but vendor has not submitted the legal basis and supporting legal authority under Ohio law supporting such claim, SERS will release vendor's unredacted information to the requester and notify vendor that a request was made and that vendor's unredacted response was released.

If a public records request is made for such information and vendor has provided a redacted copy which clearly marks portions of vendor's response as information constituting an exception to Ohio's public records law, and vendor has submitted the legal basis and legal authority under Ohio law supporting such claim, SERS will release a redacted version of vendor's information to the requester and notify vendor that a request was made and that a redacted version of vendor's response was released. Should the requester indicate that the redacted version is not sufficient for their purposes, vendor then will be immediately responsible for obtaining a court order enjoining release of vendor's clearly marked information constituting an exception to Ohio's public records law.

In the event any of the vendor's redactions are challenged, the vendor shall have sole responsibility to defend such redactions at its cost and expense. SERS will not institute any legal action to defend any of vendor's redactions but will notify the vendor of such challenges. If SERS is assessed any damages or fees, Vendor shall indemnify SERS for such damages or fees.

**F. Communications with SERS**

Vendors which intend to submit a Response should not contact any member of SERS Staff or members of the Retirement Board. An exception to this rule applies to vendors who currently do business with SERS, but any contact made by such vendor(s) with persons should be limited to that business, and should not relate to this RFP.

**G. Questions Relating to this RFP**

All questions concerning this RFP must be received by email by the Contact person by **May 22, 2026, 4:00 p.m., Eastern Time**. Answers to emailed questions received by this deadline will be available to all vendors by a posting at [www.ohsers.org](http://www.ohsers.org). Questions submitted after **4 p.m. May 22, 2026**, or other than by email will not be considered.

**V. SELECTION PROCESS**

SERS staff will evaluate all timely and complete Responses. SERS reserves the right to request that any Response be clarified or supplemented.

**1. Selection of Final Vendor Candidates**

At the sole discretion of SERS, all vendors will be notified as to their final candidate status by email by **June 30, 2026, 4:00 p.m. Eastern Daylight Time.**

## **2. Presentation to SERS Staff**

At the sole discretion of SERS, final vendor candidates may be asked to have a phone interview with SERS staff, to be followed by a question-and-answer session. Invitations will be sent by email.

## **3. Vendor Selection**

After completion of the vendor interviews, SERS staff will select vendors to enter into contract negotiations for the requested services. Vendors not selected will be notified by email when an agreement with other vendors has been executed.

## **VI. TENTATIVE TIMETABLE**

The following is the tentative time schedule for SERS' search for vendors to provide the requested services. All dates are subject to modification by SERS without prior notice.

<b>Issuance of RFP:</b>	<b>May 6, 2026</b>
<b>Question Deadline:</b>	<b>May 22, 2026, 4:00 p.m.</b>
<b>Response to Written Questions:</b>	<b>May 27, 2026</b>
<b>RFP Response Deadline:</b>	<b>May 29, 2016, 4:00 p.m.</b>
<b>Final Vendor Candidate Notification:</b>	<b>June 30, 2026, 4:00 p.m.</b>
<b>Vendor Presentations:</b>	<b>To be scheduled</b>
<b>Vendor Selection:</b>	<b>Following vendor presentations</b>
<b>Projected Commencement Date:</b>	<b>July 1, 2026</b>

The vendor/individual(s) selected must enter into a contract.

## **VII. CRITERIA**

The following minimum criteria are preferred:

The criteria for selection will include, but are not limited to the following:

- Verified, current certificate-holder or professional member of one or more of the following:
  - American Board of Vocational Experts (ABVE):  
<http://www.abve.net/> - Diplomate or Fellow
  - Certified Vocational Evaluation Specialist (CVE):  
<https://crccertification.com/cve-certification/>
  - Certified Rehabilitation Counselor (CRC):  
<http://www.crccertification.com/pages/aboutcertification/46.php>

## **VIII. QUESTIONNAIRE**

Vendors must complete the Questionnaire appearing in Appendix B. Responses to the questions should repeat the question and be answered in order. [Limit each response to no more than [one-half] page.]

## **IX. REQUEST FOR PROPOSAL TERMS AND CONDITIONS**

SERS makes no representations or warranties, expressed or implied, as to the accuracy or completeness of the information in the RFP and nothing contained herein is or shall be relied upon as a promise or representation, whether as to the past or the future. The RFP does not purport to contain all of the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of SERS and the data contained or referenced herein. SERS does not anticipate updating or otherwise revising the RFP. However, this RFP may be withdrawn, modified, or re-circulated at any time at the sole discretion of SERS.

SERS reserves the right, at its sole discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures, to change and alter any and all criteria, to terminate discussions, to accept or reject any Response, in whole or in part, to negotiate modifications or revisions to a Response and to negotiate with any one or more respondents to the RFP.

SERS is not and will not be under any obligation to accept, review or consider any Response to the RFP, and is not and will not be under any obligation to accept the lowest offer submitted or any offer at all. SERS is not and will not be under any obligation to any recipient of, or any respondent to, the RFP except as expressly stated in any binding agreement ultimately entered into with one or more parties, either as part of this RFP process, or otherwise. Any decision to enter into a binding agreement with a respondent to this RFP is in SERS' sole discretion.

This RFP is not an offer but a request to receive a Response. SERS will consider a Response as an offer to develop an agreement based upon the contents of the Response. Respondents agree that the contents of their Responses are valid for one year from the date of submission. SERS will not be liable for any cost incurred in the preparation of a Response and will not reimburse any respondents for their submission. Expenses related to the production of a Response are the sole responsibility of the respondent.

## **Appendix A**

**OHIO REVISED CODE  
3309.41**

**OHIO ADMINISTRATIVE CODE  
3309-1-40**

**Sec. 3309.41 Disability benefit recipient to retain membership status.**

- (A) Notwithstanding any contrary provisions in Chapter 124. or 3319. of the Revised Code:
- (1) A disability benefit recipient whose benefit effective date was before January 7, 2013, shall retain membership status and shall be considered on leave of absence from employment during the first five years following the effective date of a disability benefit.
  - (2) A disability benefit recipient whose benefit effective date is on or after January 7, 2013, shall retain membership status and shall be considered on leave of absence from employment during the first three years following the effective date of a disability benefit, except that, if the school employees retirement board has recommended medical treatment or vocational rehabilitation and the member is receiving treatment or rehabilitation acceptable to a physician, certified nurse-midwife, clinical nurse specialist, or certified nurse practitioner, or consultant selected by the board, the board may permit the recipient to retain membership status and be considered on leave of absence from employment for up to five years following the effective date of a disability benefit.
- (B) The board shall require a disability benefit recipient to undergo an annual medical examination, except that the board may waive the medical examination if one or more of the board's physicians, certified nurse-midwives, clinical nurse specialists, or certified nurse practitioners certify that the recipient's disability is ongoing. Should any disability benefit recipient refuse to submit to a medical examination, the recipient's disability benefit shall be suspended until withdrawal of the refusal. Should the refusal continue for one year, all the recipient's rights in and to the disability benefit shall be terminated as of the effective date of the original suspension.
- (C) On completion of the examination by one or more physicians, certified nurse-midwives, clinical nurse specialists, or certified nurse practitioners selected by the board, the physician or nurse shall report and certify to the board whether the disability benefit recipient meets the applicable standard for termination of a disability benefit. If the recipient's benefit effective date is before January 7, 2013, or the benefit effective date is after January 7, 2013, and the recipient is considered on a leave of absence under division (A)(2) of this section, the standard for termination is that the recipient is no longer physically and mentally incapable of resuming the service from which the recipient was found disabled. If the recipient's benefit effective date is on or after January 7, 2013, and the recipient is not considered on a leave of absence under division (A)(2) of this section, the standard is that the recipient is not physically or mentally incapable of performing the duties of a position that meets all of the following criteria:

- (1) Replaces not less than seventy-five per cent of the member's final average salary, adjusted each year by the actual average increase in the consumer price index prepared by the United States bureau of labor statistics (U.S. City Average for Urban Wage Earners and Clerical Workers: "All Items 1982-84=100");
- (2) Is reasonably to be found in the member's regional job market;
- (3) Is one that the member is qualified for by experience or education.

If the board concurs in the report that the disability benefit recipient meets the applicable standard for termination of a disability benefit, the payment of the disability benefit shall be terminated not later than three months after the date of the board's concurrence or upon employment as an employee. If the leave of absence has not expired, the retirement board shall certify to the disability benefit recipient's last employer before being found disabled that the recipient is no longer physically and mentally incapable of resuming service that is the same or similar to that from which the recipient was found disabled. The employer shall restore the recipient to the recipient's previous position and salary or to a position and salary similar thereto not later than the first day of the first month following termination of the disability benefit, unless the recipient was dismissed or resigned in lieu of dismissal for dishonesty, misfeasance, malfeasance, or conviction of a felony.

- (D) Each disability benefit recipient shall file with the board an annual statement of earnings, current medical information on the recipient's condition, and any other information required in rules adopted by the board. The board may waive the requirement that a disability benefit recipient file an annual statement of earnings or current medical information on the recipient's condition if one or more of the board's physicians, certified nurse-midwives, clinical nurse specialists, or certified nurse practitioners certify that the recipient's disability is ongoing.

The board shall annually examine the information submitted by the recipient. If a disability benefit recipient refuses to file the statement or information, the disability benefit shall be suspended until the statement and information are filed. If the refusal continues for one year, the recipient's right to the disability benefit shall be terminated as of the effective date of the original suspension.

- (E) If a disability benefit recipient is employed by an employer covered by this chapter, the recipient's disability benefit shall cease.
- (F) If disability retirement under section [3309.40](#) of the Revised Code is terminated for any reason, the annuity and pension reserves at that time in the annuity and pension reserve fund shall be transferred to the employees' savings fund and the employers' trust fund, respectively. If the total disability benefit paid is less than the amount of the accumulated contributions of the member transferred into the annuity

and pension reserve fund at the time of the member's disability retirement, the difference shall be transferred from the annuity and pension reserve fund to another fund as may be required. In determining the amount of a member's account following the termination of disability retirement for any reason, the amount paid shall be charged against the member's refundable account.

If a disability allowance paid under section [3309.401](#) of the Revised Code is terminated for any reason, the reserve on the allowance at that time in the annuity and pension reserve fund shall be transferred from that fund to the employers' trust fund.

The board may terminate a disability benefit at the request of the recipient.

- (G) If a disability benefit is terminated and a former disability benefit recipient again becomes a contributor, other than as an other system retiree as defined in section [3309.341](#) of the Revised Code, to this system, the public employees retirement system, or the state teachers retirement system, and completes an additional two years of service credit after the termination of the disability benefit, the former disability benefit recipient shall be entitled to receive up to two years of service credit for the period as a disability benefit recipient and may purchase service for the remaining period of the disability benefit. Total service credit received and purchased under this section shall not exceed the period of the disability benefit.

For each year of credit purchased, the member shall pay to the system for credit to the member's accumulated account the sum of the following amounts:

- (1) The employee contribution rate in effect at the time the disability benefit commenced multiplied by the member's annual disability benefit;
- (2) The employer contribution rate in effect at the time the disability benefit commenced multiplied by the member's annual disability benefit;
- (3) Compound interest at a rate established by the board from the date the member is eligible to purchase the credit to the date of payment.

The member may choose to purchase only part of such credit in any one payment, subject to board rules.

- (H) If any employer employs any member who is receiving a disability benefit, the employer shall file notice of employment with the retirement board, designating the date of employment. In case the notice is not filed, the total amount of the benefit paid during the period of employment prior to notice shall be paid from amounts allocated under Chapter 3317. of the Revised Code prior to its distribution to the school district in which the disability benefit recipient was so employed.

Eff.	3/20/25	S.B. 196
	1/7/13	S.B. 341
	6/30/11	H.B. 153
	7/17/09	H.B. 1
	9/16/98	H.B. 648
	3/7/97	S.B. 82
	7/29/92	S.B. 346
	6/30/91	H.B. 382
	2/23/82	S.B. 74
	8/29/75	S.B. 170
	11/20/73	H.B. 430
	11/21/69	S.B. 409
	10/14/63	
	8/1/59	

OAC Reference:	3309-1-40
	3309-1-41
	3309-1-53
	3309-1-54

**3309-1-40 Application and procedures for receiving disability benefits.**

- (A) For purposes of sections 3309.39, 3309.40, 3309.401 and 3309.41 of the Revised Code and SERS rules:
- (1) "Disability" or "disabled" means that the member meets the following applicable standard of disability:
    - (a) At the time of application: A disabling condition, either permanent or presumed to be permanent for twelve continuous months following the filing of an application, which has occurred or increased since the applicant last became a member and which renders the member mentally or physically incapacitated for the performance of the member's last assigned primary duty as an employee.
    - (b) At the time of annual examination:
      - (i) For a disability benefit recipient with a benefit effective date before January 7, 2013 and for a disability benefit recipient with a benefit effective date on or after January 7, 2013 who is on leave of absence, a disabling condition that renders the member mentally or physically incapable of resuming the service from which the member was found disabled.
      - (ii) For a disability benefit recipient with a benefit effective date on or after January 7, 2013 who is not on leave of absence, a disabling condition that renders the member mentally or physically incapable of performing the duties of any occupation.
  - (2) "Ongoing disability" means:
    - (a) For a disability benefit recipient with a benefit effective date before January 7, 2013, a disability for which medical treatment presently offers no reasonable expectation of improvement to the extent that a member may be found mentally and physically capable of resuming employment that is the same or similar to that from which the member was found disabled.
    - (b) For a disability benefit recipient with a benefit effective date on or after January 7, 2013, a disability for which medical treatment presently offers no reasonable expectation of improvement to the extent that a member may be found mentally and physically capable of employment in any occupation.
  - (3) "Medical treatment" means treatment of common medical acceptance that is readily available, would be covered under the system's health care plan and may include but is not limited to, medicine, physical therapy,

psychological or psychiatric services or mechanical devices, but would exclude surgery or other invasive procedures.

- (4) "Board physician" means the chairperson of the medical advisory committee.
  - (5) "Examining physician(s)" means the disinterested physician(s) assigned by the system or the chairperson of the medical advisory committee to conduct medical examinations of a disability applicant or recipient to determine eligibility to obtain or continue to receive disability benefits.
  - (6) "Any occupation" means a position that meets all of the following criteria:
    - (a) Replaces not less than seventy-five per cent of the member's final average salary, adjusted each year by the actual average increase in the consumer price index prepared by the United States bureau of labor statistics (U.S. city average for urban wage earners and clerical workers: "All items 1982-84=100");
    - (b) Is reasonably to be found in the member's regional job market;
    - (c) Is one that the member is qualified for by experience or education.
  - (7) "Vocational rehabilitation" means tests, evaluations, and/or training whose purpose is to enable a disability benefit recipient to find employment in any occupation.
  - (8) "Annual disability benefit" means the annuity and pension, or allowance, calculated under section [3309.40](#) or [3309.401](#) of the Revised Code at the time the member is determined to qualify for a disability benefit.
  - (9) "Employee" includes service as a school board member or governing board member as defined in section [3309.012](#) of the Revised Code.
  - (10) "Disability benefit recipient" means a member whose application for disability has been approved by the school employees retirement board.
- (B)
- (1) The school employees retirement board shall appoint a minimum of three members to the medical advisory committee who shall be physicians who demonstrate a wide range of competent medical experience, and a chairperson for the medical advisory committee who shall act as medical advisor to the board. The chairperson shall have authority and responsibility to assign competent and disinterested physicians to conduct medical examinations of disability applicants and recipients for the purpose of determining the member's eligibility to obtain and continue to receive disability benefits, to recommend and review medical treatment and/or vocational rehabilitation, to certify a disability as ongoing and to submit to the board a recommendation to accompany the report of the

medical examiner and/or the medical advisory committee.

- (2) The board may appoint as consultants, professionals in the field of vocational rehabilitation to provide services to the board on matters of vocational rehabilitation, including to conduct evaluations and to advise and make recommendations to the medical advisory committee, the board physician, and the board.
- (C) The board shall be responsible for screening disability benefit applications; serving as a hearing committee for disability applicants; and determining eligibility to obtain or continue to receive disability benefits.
- (D)
- (1) In order to qualify for a disability benefit, a member shall submit an application on a form provided by the board and undergo a medical examination by the examining physician(s) as required.
    - (a) The application shall include report(s) from the member's health care provider(s) that identify the medical bases of the application and include supportive medical evidence, a job duty form, and a job description provided by the last employer.
    - (b) Medical examinations will only be assigned for conditions identified by a health care provider.
    - (c) A medical examination will not be required if the board physician determines that the medical records submitted with the application clearly establish that the member is disabled.
  - (2) For purposes of division (C) of section 3309.39 of the Revised Code:
    - (a) A disability occurs before termination of contributing service if the underlying medical condition existed while the member was contributing to SERS;
    - (b) A disability occurs after last becoming a member if the underlying condition did not exist or did not render the member incapacitated from working for at least twelve continuous months when the member last became a member of SERS.
- (E) The examining physician(s) shall make a report of the examination on a form provided by the board that sets forth the examining physician(s)' medical opinion as to the nature of any disabilities disclosed; and
- (1) Any recommended medical treatment, and the period of time in which recovery may reasonably be expected with such treatment, or

- (2) That the disability is ongoing.
- (F)
- (1) Upon receipt of a completed application, report of the examining physician(s) as required, and any other available evidence pertaining to the application for disability, the board's medical advisory committee and/or the chairperson of the medical advisory committee shall review all such information and prepare a recommendation to the board. The recommendation shall include a description of any disability, the nature and duration of any recommended medical treatment and/or vocational rehabilitation, where applicable, or a certification from the board's physician that the disability is ongoing, and any recommended reexamination requirements.
  - (2) If the applicant dies before the chairperson finalizes a recommendation, the application shall be automatically vacated. If the applicant dies after the chairperson has finalized a recommendation of disability, disability benefits from the effective date of disability through the month of the applicant's death shall be paid to the applicant's beneficiary.
- (G) The board shall determine whether the applicant is eligible for disability benefits. Notice of denial or termination of disability benefits shall be sent to the applicant by regular U.S. mail or certified mail pursuant to rule [3309-1-41](#) of the Administrative Code. Notice of eligibility for disability benefits shall be sent by regular U.S. mail or certified mail.
- (H) If the board's physician recommends medical treatment and if the board's physician or consultant recommends vocational rehabilitation, the grant of disability benefits, or continuation of disability, shall be conditioned on the applicant completing and returning a signed agreement to obtain recommended medical treatment on a form included with the notice of the conditional grant of disability benefits. Failure to return this agreement, properly completed, within sixty days of the date mailed by the system constitutes failure to meet conditions for granting the disability benefits and will result in an automatic denial of disability benefits without further action by the board, with all rights of appeal pursuant to rule [3309-1-41](#) of the Administrative Code. Notice of the denial will be sent to the applicant pursuant to rule [3309-1-41](#) of the Administrative Code.
- (1) A copy of the notice of a conditional grant or continuation of disability benefits shall be sent to the health care provider designated on the member's application for disability benefits as authorized to receive the applicant's disability information unless the applicant subsequently provides a signed release designating another health care provider. The applicant's health care provider shall also receive:

- (a) A description of the disabling condition,
    - (b) The nature and duration of any recommended medical treatment.
  - (2) The applicant's notice of the conditional grant or continuation of disability benefits shall inform the applicant that information regarding the nature of the disability and recommended treatment has been forwarded to the applicant's health care provider and that the applicant must contact that health care provider to review this information. The applicant shall be informed that the agreement to obtain recommended medical treatment and/or vocational rehabilitation must be properly completed and returned to the system within sixty days of the date that the system mailed the notice. Proper completion requires the signature of the health care provider indicating that the provider has communicated the disability information and recommended medical treatment to the applicant and the signature of the applicant indicating agreement to obtain the recommended medical treatment and/or vocational rehabilitation.
  - (3) Upon the timely return of a properly completed agreement to obtain recommended medical treatment and/or rehabilitation, the system shall forward to the applicant an acknowledgment of receipt of the agreement containing the effective date of the disability benefits and annual reexamination and reporting requirements necessary to continue receiving disability benefits.
- (l)
- (1) Annual examinations required by division (B) of section [3309.41](#) of the Revised Code, shall be waived as follows:
    - (a) When the board has waived the requirement indefinitely based on a certification of ongoing disability.
    - (b) For the present year based on the board physician's determination that the current medical information clearly establishes that the disability recipient continues to be disabled.
    - (c) If the termination standard is whether the recipient can perform any occupation, when an annual earnings statement establishes that the recipient earned 75% or more of their adjusted FAS.
  - (2) The obligation of filing annual earnings statements and current medical information required by division (D) of section [3309.41](#) of the Revised Code, and the filing any other information required in this rule shall be waived as follows:
    - (a) By the board based on a certification of ongoing disability;
    - (b) If not previously waived, the obligation to file annual earnings statements of a disability recipient whose disability has been

certified as ongoing shall automatically be waived when the benefit recipient has satisfied one of the following requirements:

- (i) Has received a disability benefit for twenty years, or
- (ii) Has attained age sixty-five.

- (3) The board may review any disability granted including those certified as ongoing and request other information pursuant to division (D) of section [3309.41](#) of the Revised Code.
  - (4) The board or the board's physician may require a disability recipient to submit to a medical examination by an examining physician and a vocational rehabilitation evaluation by a vocational rehabilitation professional or health care professional assigned by the system.
- (J) In the absence of a waiver from the board, in order to continue receiving disability benefits, the recipient shall comply with the following conditions as set forth in section [3309.41](#) of the Revised Code:
- (1) Submit to an annual medical examination,
  - (2) If required, submit to a medical examination,
  - (3) If required, submit to a vocational rehabilitation evaluation,
  - (4) If applicable, obtain any recommended medical treatment and submit medical reports regarding the treatment,
  - (5) If applicable, obtain any recommended vocational rehabilitation and submit required reports regarding the rehabilitation,
  - (6) Annually file an earnings statement, current medical information, and any other information required by the board.
- (K)
- (1) If a recipient refuses to submit to a required examination or evaluation or to file required information, the disability benefits shall be suspended until the examination or evaluation is obtained or the information is filed.
  - (2) If, when applicable, the recipient fails to obtain recommended medical treatment and submit medical reports regarding the treatment, the disability benefits shall be suspended until the treatment is obtained and the report of the treatment submitted, or the board physician certifies that the treatment is no longer helpful or advisable.

Medical treatment is no longer helpful or advisable if, after a period of time in which it would be medically reasonable to see results, the treatment has failed to produce improvement in the disability, or continuation of the treatment presents a medically significant risk of aggravation or complication of an existing disability or creation of an additional disability.

(3) If, when applicable, the recipient fails to obtain required vocational rehabilitation and submit reports regarding the rehabilitation, the disability benefits shall be suspended until the rehabilitation is obtained and the report submitted, or the board physician or consultant certifies that vocational rehabilitation is no longer helpful or advisable.

Vocational rehabilitation is no longer helpful or advisable if:

- (a) The recipient's disability renders the recipient unable to perform the duties of any position and is not expected to improve sufficiently, or
  - (b) After a period of time in which the recipient has complied with recommended vocational rehabilitation, the recipient cannot be reasonably expected to obtain employment in any occupation.
- (L) If the recipient's failure to comply with any of the applicable conditions set forth in paragraph (J) of this rule continues for one year from the date of the suspension of benefits for noncompliance, the recipient's right to the disability benefits shall be terminated as of the date of the original suspension.
- (M) On reexamination the board's medical advisory committee and/or the board physician shall review the medical and vocational reports and certify to the board whether the recipient continues to be disabled.
- (1) If the medical advisory committee and/or the board physician certifies that the recipient continues to be disabled, the medical advisory committee and/or the board physician shall make recommendations regarding reexamination and, where applicable:
    - (a) Recommend a continuation of the medical treatment and/or vocational rehabilitation previously recommended,
    - (b) Recommend a modification in medical treatment and/or vocational rehabilitation, or
    - (c) Certify that the disability is ongoing.
  - (2) When the termination standard is whether the recipient can perform any occupation, a recipient may be certified for termination as follows:

- (a)
    - (i) A SERS appointed vocational consultant has submitted a report that is based on findings made at the time of the review and that identifies a minimum of three positions that meet the any occupation definition and has submitted job descriptions that include a discussion of the physical and mental demands of the position; and
    - (ii) An examining physician or the medical advisory committee concludes that the recipient is capable of meeting the physical and mental demands of a minimum of three of the positions; or
  - (b) A recipient has submitted an earnings statement that establishes annual earnings of seventy-five per cent or more of the recipient's final average salary, adjusted each year by the actual average increase in the consumer price index prepared by the United States bureau of labor statistics (U.S. city average for urban wage earners and clerical workers: "All items 1982-84=100").
- (3) If the medical advisory committee and/or the board physician certifies that the recipient meets the applicable standard for termination of disability under division (C) of section [3309.41](#) of the Revised Code and the board concurs, the board shall:
- (a) Terminate the disability benefits effective as of a date not later than three months after the board's concurrence, or upon notice of employment of the recipient as an employee.
  - (b)
    - (i) If the leave of absence has not expired when the board votes to terminate the disability benefit, the board shall certify to the recipient and the recipient's last employer as applicable that the recipient is no longer incapable of resuming service that is the same or similar to that from which the recipient was found disabled and shall identify the scheduled termination date of the disability benefit.
    - (ii) The employer must notify the system if the member returns to work before the scheduled termination date. If the employer fails to notify the system, the amount of benefits paid to the member after the member's return to work shall be paid from amounts allocated under Chapter 3317. of the Revised Code.

(N)

- (1) Disability benefit recipients with a benefit effective date before January 7, 2013 shall be considered on leave of absence from employment during the first five years following the effective date of their disability benefit.
- (2) Disability benefit recipients with a benefit effective date on or after January 7, 2013 shall be considered on leave of absence from employment during the first three years following the effective date of their disability benefit;

thereafter, their leave of absence shall terminate as follows:

- (a) If medical treatment and/or vocational rehabilitation is not recommended, at the end of the first three years;
  - (b) If medical treatment and/or vocational rehabilitation is recommended, but the recipient is not participating in the recommended treatment or rehabilitation, the earlier of the last month the benefit recipient participated in recommended treatment or rehabilitation or the end of five years following the benefit effective date;
  - (c) If medical treatment and/or vocational rehabilitation was recommended and the recipient is participating in the recommended treatment or rehabilitation, at the end of five years following the benefit effective date.
- (O) A disability benefit recipient is employed for purposes of division (E) of section [3309.41](#) of the Revised Code if they hold office as a school board member or governing board member as defined in section [3309.012](#) of the Revised Code, regardless of whether the disability recipient elects membership under that section.
- (1) Upon receipt of notice that a disability recipient holds office as a school board member or governing board member, the system shall notify the recipient that the recipient must terminate their service in order to continue to receive a disability benefit.
  - (2) The disability recipient shall send written notice to the system within thirty days from the date on the notice sent under paragraph (O)(1) of this rule, indicating whether they will resign their office.
  - (3) If the disability recipient affirms a continuation of service or if the recipient fails to provide notice to the system, the disability benefit shall be terminated on the date the recipient first held office as a school board member or governing board member and any overpayments shall be collected as authorized in Chapter 3309. of the Revised Code.
  - (4) If the disability recipient affirms a termination of service, the termination shall be effective on the receipt of the notice described in paragraph (O)(1) of this rule. Any employee contributions remitted for the service shall be unauthorized and returned to the employer.
- (P)
- (1) Amounts paid by a member to purchase service credit shall be credited to the employees' savings fund
  - (2) Service credit for a period of disability shall be considered the

equivalent of Ohio service credit.

- (3) Service credit granted or purchased under section [3309.41](#) of the Revised Code for a period of disability shall not result in the member receiving more than one year of service credit for any year as defined in division (R) of section [3309.01](#) of the Revised Code.
- (2) A disability benefit recipient whose benefit is granted on or after January 7, 2013 who does not meet the requirements of divisions (a)(1)(A), (B), and (C) of 42 U.S.C. 423 shall complete and sign a certified statement that the recipient does not meet the requirements within one hundred and twenty days of the award of disability. A disability benefit recipient who does not submit a certified statement shall be presumed to meet the requirements of divisions (a)(1)(A), (B), and (C) of 42 U.S.C. 423.

HISTORY: 12/12/25, 5/1/22, 12/22/19, 8/13/17, 4/6/17, 10/4/15, 1/7/13, 4/3/08, 1/30/06, 1/6/05, 1/2/04, 5/9/03, 11/9/98, 1/2/93, 2/1/92, 10/26/84, 2/19/82, 1/21/77

Promulgated Under: 111.15  
Statutory Authority: 3309.04  
Rule Amplifies: 3309.39, 3309.41  
Review Date: 2/1/17

# **Appendix B**

## **QUESTIONNAIRE**

Responses to the following questions should repeat the question and be answered in order. As used in this questionnaire, the term “vendor” refers to either an individual evaluator or a company that provides evaluators. [Limit each response to no more than [one-half] page.]

**A. Vendor**

1. Provide the name and the principal address, telephone number, and website.
2. Provide the name, address, telephone number, and email address of the primary contact for this proposal.
3. Describe the primary business focus.
4. Specify how many years the vendor has been in business.
5. Describe relevant qualifications and experience.
6. Describe the level of liability insurance carried.
7. Describe the vendor’s bonding/liability insurance process and coverage of employees.
8. Provide at least three (3) references that SERS can contact.
9. Provide a sample report previously completed for an occupational assessment, with identifying information redacted.

**B. Personnel**

1. If vendor is a company, how many vocational evaluators does vendor employ?
2. Please advise how many evaluations vendor is able to complete for SERS in a given month.
3. Describe the qualifications of the assigned staff (certifications, experience, etc.).
4. Affirm that no vendor or staff assigned to work on this project has been convicted of a felony.
5. Affirm that key assigned staff are employees of the vendor.

### **C. Proposed Service**

1. Can the vendor meet SERS' schedule for implementation of vocational evaluations in July 2026? If not, please explain.
2. Provide a detailed outline of plan or approach for performing the work and satisfying the scope of work outlined in Section III of this proposal. Be specific and thorough.
3. From your experience, what are the most important elements for a successful vocational evaluation program?
4. From your experience, what are the most significant challenges for successful vocational evaluation programs?

### **D. Standards of Conduct**

1. Does the firm/individual have a firm written code of conduct or set of standards for professional behavior? If so, attach a copy and state how they are monitored and enforced.
2. Does the firm/individual have a written anti-discrimination policy? If so, attach a copy and state how the policy is monitored and enforced.
3. How does the firm/individual identify and manage conflicts of interest?
4. Are there any potential conflicts of interest that the firm/individual would have in providing the requested services to SERS? If yes, explain.
5. List and describe any relationships and/or contacts the firm/individual have had with any SERS Retirement Board member and/or staff member within the last 12 months.
6. Has the firm/individual given any remuneration or anything of value directly or indirectly to SERS or any of its Retirement Board members, officers, or employees? If yes, identify the recipient and remuneration or thing of value. Additional information on the Ohio ethics law in this area may be found at: [https://www.ohsers.org/wp-content/uploads/2018/09/L\\_2\\_doing\\_business\\_with\\_retirement\\_systems\\_in\\_ohio.pdf](https://www.ohsers.org/wp-content/uploads/2018/09/L_2_doing_business_with_retirement_systems_in_ohio.pdf)
7. Has the firm/individual given any remuneration or anything of value such as a finder's fee, cash solicitation fee, or fee for consulting, lobbying or otherwise, in connection with this RFP? If yes, identify the recipient and remuneration or thing of value.
8. Within the last five (5) years:

- a. Has the vendor/individual, or any officer or employee of the vendor been a defending party in a legal proceeding before a court related to the provision of services?
- b. Has the vendor/individual, or any officer or employee been the subject of a governmental regulatory agency inquiry, investigation, or charge?
- c. Has the vendor/individual submitted a claim to the liability insurance carrier involving the type of services sought under this RFP?
- d. Has the vendor had a material breach or cyber incident involving the unauthorized release of data?

If yes to any of the above, describe the event and the current status or resolution; include any case citation.

**E. FEES**

1. Provide the range of hourly fees for this work.
2. Provide costs for any products or other special services that would supplement vendor's services.

**F. SERS' TERMS AND CONDITIONS**

1. Does the vendor agree to all terms and conditions provided in Appendix D?
2. If not, please provide any details as to the specific provisions and vendor's preferred language.

# **Appendix C**

## **SAMPLE REPORT**



**SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO**

300 E. BROAD ST., SUITE 100, COLUMBUS, OHIO 43215-3746  
614-222-5853 • Toll-Free 800-878-5853 • www.ohsers.org

**REPORT OF VOCATIONAL EVALUATOR**  
**Paper Evaluation**

**To Vocational Examiner:**

This evaluation requires you to determine whether the individual is capable of performing any occupation, as defined in the Ohio Revised Code, Sections 3309.39 and 3309.41, and Ohio Administrative Code 3309-1-40. In order to be considered capable of "any occupation", they must be found capable of performing the duties of a position that meets all of the following criteria:

1. Replaces not less than seventy-five per cent of the member's final average salary, adjusted each year by the actual average increase in the consumer price index prepared by the United States bureau of labor statistics (U.S. City Average for Urban Wage Earners and Clerical Workers: "All Items 1982-84=100");
2. Is reasonably to be found in the member's regional job market;
3. Is one that the member is qualified for by experience or education.

The Retirement Board requires you to submit a detailed vocational evaluation report in support of your determination as outlined in Section 3 of this form, and to certify the determination in Section 4. Please also submit copies of any tools used in your analysis, such as Transferable Skills Analysis or Labor Market Information.

Your fee for this examination will be paid by SERS. **Please submit your billing statement with your report and this form.**

In addition, all records received from SERS in support of this application are to be kept in confidence, and in accordance with HIPAA guidelines.

**Section 1. Applicant Information**

[REDACTED]		64
<b>MEMBER'S NAME</b>	<b>MEMBER ID</b>	<b>AGE</b>
Custodian	\$xx,xxx.xx	
<b>SERS JOB DUTY</b>	<b>75% OF ADJUSTED FINAL AVERAGE SALARY</b>	
[REDACTED]		
<b>MEDICAL BASIS FOR DISABILITY</b>		

**Section 2. Information submitted for vocational examiner's review**

- Employment/Education History Questionnaire
- Capabilities Checklist
- Current medical records
- SERS Report(s) of Medical Examiner

**Section 3. Vocational Information (please address all items in detailed report)**

1. Background Information
  - a. Educational History
  - b. Work History
  - c. Vocational Skills
  - d. Medical History
  - e. Current Capacities
2. Transferable Skills Analysis
3. Current Employment Status
4. Labor Market Information
5. Job Available in Regional Job Market
6. Conclusion regarding member's ability to perform any occupation

**Section 4. Certification of Vocational Examiner (please check one of the following)**

I hereby certify that [REDACTED]:

**is capable** of performing the duties of any occupation, replacing not less than 75% of the member's adjusted final average salary, is reasonably found in the member's job market, and is qualified for by experience and education.

**is not capable** of performing the duties of any occupation, replacing not less than 75% of the member's adjusted final average salary, is reasonably found in the member's job market, and for which the member is qualified for by experience and education.

*If member is not capable of performing the duties of any occupation, please specify in detailed report any measures that can be taken in order to enable them to do so.*

4/11/2026

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**SIGNATURE OF VOCATIONAL EXAMINER**  
(Electronically signed)

**DATE**

[REDACTED]

---

**PRINTED NAME OF VOCATIONAL EXAMINER**

***Please complete the above information and return to SERS along with the completed vocational report.***

### **Section 3. Vocational Information:**

#### **1. Background Information**

**a. Educational History** — On the Employment/Education History Questionnaire completed by ██████████, no educational level was checked and no vocational training, certifications, or additional coursework was reported. Because a specific educational attainment was not documented in the record, the following Transferable Skills Analysis and vocational evaluation rely on his Specific Vocational Preparation (SVP) classifications to identify the skill level of ██████████ past relevant work rather than on education level. It was also reported that ██████████ holds a valid driver's license.

**b. Work History** — ██████████ relevant work history consists of his position as an ██████████ at ██████████ School District in ██████████, where he worked for approximately six (6) years, from approximately December 2015 through December 31, 2021, when he ceased working due to his medical condition. His scheduled hours were 8 hours per day, 5 days per week, and he reported to the Superintendent and the District Maintenance supervisor. He was earning \$29,156.21/year (75% of adjusted final average salary = \$21,867.16/year).

██████████ primary duties, as described on his SERS Job Duty Form and in the employer's Evening Custodian position description, included general janitorial work throughout the school building: dumping all trash cans; sweeping and mopping floors; waxing floors with a buffer/machine; cleaning bathrooms, stairs, stairwells, classrooms, and offices; setting up for school activities and events; pulling bleachers in and out of the gymnasium for games and activities; and assisting with snow removal. Items he was required to lift, push, or pull on a typical workday included a floor buffer (frequently), garbage cans (daily), desks (daily, moved to clean under), mop and mop bucket (daily), and bleachers (frequently, for school activities). The position is classified as unskilled work (SVP 2) at the Medium exertional level as generally performed and was performed by ██████████ at the Heavy exertional level based on the equipment handling and furniture/bleacher movement he described. No other employment within the last 15 years was reported.

**c. Vocational Skills** — Based on his work history as an Evening Custodian, ██████████ possesses vocational skills related to institutional cleaning, floor care and maintenance, event setup, and general building upkeep. These skills are physical in nature and are specific to the building services field. He has no documented clerical, computer, office, customer service, or sedentary work experience.

According to SSR 00-4p (Titles II and XVI: Use of Vocational Expert and Vocational Specialist Evidence, and Other Reliable Occupational Information in Disability Decisions), ██████████ past relevant work consists of Custodian (DOT 381.687-014), classified at the Medium exertional level with an SVP of 2 (unskilled). His vocational profile therefore permits unskilled work (SVP 1 and SVP 2).

**d. Medical History** — The medical documentation submitted in support of ██████████ application was reviewed, including the SERS Reports of Medical Examiner and the Capabilities Checklist. His current medical basis for disability is chronic dyspnea, post COVID-19, restrictive lung disease, chronic obstructive pulmonary disease, and COVID-induced interstitial lung disease.

The most recent Independent Medical Examination was conducted on March 17, 2026, by ██████████, M.D., M.P.H., F.A.C.O.E.M. (Occupational and Environmental Medicine).

████████ confirmed that ██████████ suffers from the sequelae of severe COVID pneumonia with residual restrictive lung disease, which continues to limit his activity level. ██████████ concluded that ██████████ highest functional capacity is Sedentary and that he is capable of working at a sedentary level up to 4 hours per day. Additional physical limitations documented on ██████████ Capabilities Checklist are addressed in subsection (e) below.

**e. Current Capacities** — The Capabilities Checklist, completed by ██████████, M.D., M.P.H., F.A.C.O.E.M. on March 12, 2026, identifies ██████████ highest level of functional capacity as **Sedentary**. However, ██████████ further specified that ██████████ is capable of working **4.0 hours per day**, not a full eight-hour workday. The specific activity restrictions documented on the checklist are as follows:

Activity	Not at all 0%	Occasionally 1–33%	Frequently 34–66%	Continuously 67–100%
Bending		✓		
Twist/Turn		✓		
Reach below knee		✓		
Push/Pull		✓		
Squat/Kneel		✓		
Stand/Walk		✓		
Sit		✓		
Above shoulder/overhead reaching				✓
Simple grasping/Fine manipulation		✓		
Repetitive tasks		✓		

**2. Transferable Skills Analysis**

The SkillTRAN OASYS Transferable Skills Analysis (TSA) is a computerized vocational analysis tool that compares a worker’s occupational history, skills, and physical capacities against the Dictionary of Occupational Titles (DOT) database to identify alternative occupations the member may be able to perform. The TSA was completed using ██████████ work history and the physical restrictions documented on ██████████ March 12, 2026, Capabilities Checklist. Results are categorized as follows: Direct Match (same work activities in same industries), Good Match (similar work activities in similar industries), Fair Match (similar work activities OR jobs in similar industries), and Potential Match (jobs the worker could potentially perform based on education, abilities, and interests).

<b>Match Type</b>	<b>Selected</b>
-------------------	-----------------

Match Type	Selected
Direct	0/0
Good	0/0
Fair	0/0
Potential	3/0

The above categories were researched to identify potential vocational options and produced the following results:

- Direct match: 0 occupations were identified, and 0 occupations met all SERS criteria.
- Good match: 0 occupations were identified, and 0 occupations met all SERS criteria.
- Fair match: 0 occupations were identified, and 0 occupations met all SERS criteria.
- Potential match: 3 occupations were identified, and 0 occupations met all SERS criteria.

CONCLUSION: No matches were identified that met all SERS criteria. The complete OASYS Transferable Skills Analysis report is attached separately.

### 3. Current Employment Status

██████████ is currently not employed and has not worked since December 31, 2021, when he ceased work as an Evening Custodian at ██████ Local School District.

### 4. Labor Market Information

Because the Transferable Skills Analysis did not identify any occupations that met all three SERS criteria (salary replacement, regional availability, and qualification by experience/education), no further labor market research was conducted. There were no viable occupational targets to analyze within the regional job market.

### 5. Job Available in Regional Job Market

██████████ resides in Highland County, located in rural southwest Ohio at the western edge of the Appalachian region. According to the Ohio Department of Job and Family Services (ODJFS) Local Area Unemployment Statistics (LAUS), the January 2026 unemployment rates are as follows:

- Highland County: **5.6%** (placed in the "5.6% and above" highest-bracket category on the ODJFS rate map)
- Ohio statewide: 4.6% (not seasonally adjusted); 4.3% (seasonally adjusted)
- United States: 4.7% (not seasonally adjusted); 4.3% (seasonally adjusted)

Highland County's unemployment rate of 5.6% exceeds both the Ohio statewide rate (4.6%) and the national rate (4.7%) by a full percentage point. Further, the counties immediately surrounding Highland — which together constitute most of the 25-mile commutable radius from ██████████ residence — include several of the highest-unemployment counties in the State of Ohio for January 2026: Pike County (8.2%, second-highest in the state), Adams County (7.7%), Ross County (6.6%), and Brown

County (5.7%). (Source: ODJFS Local Area Unemployment Statistics, January 2026.)

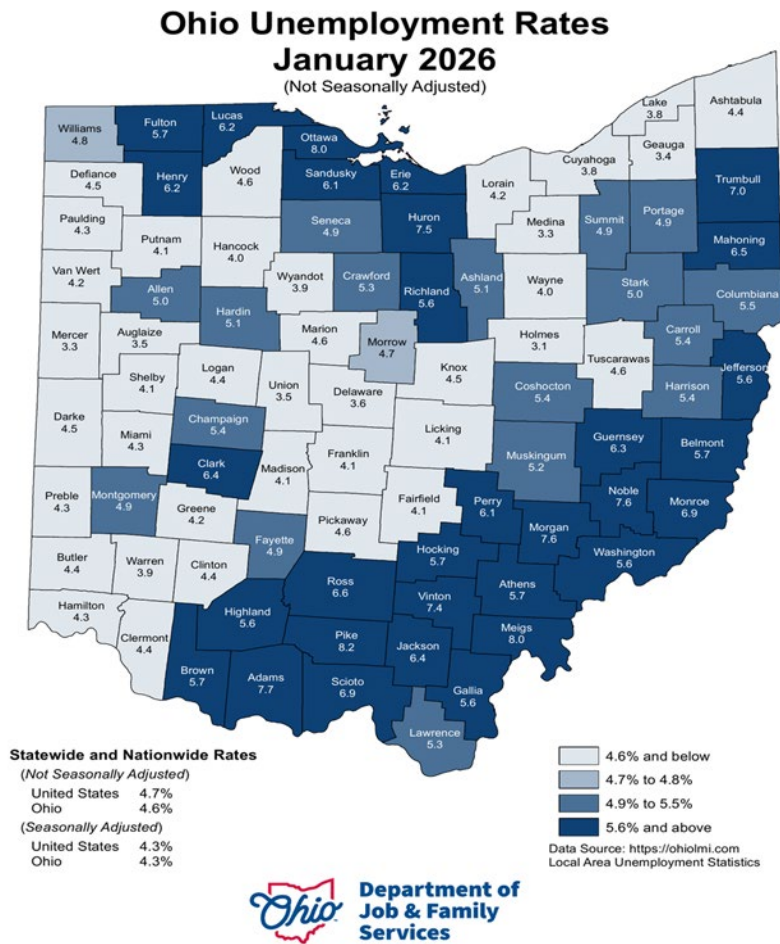


Figure 1: Ohio Unemployment Rates, January 2026 (Source: ODJFS LAUS)

## 6. Conclusion regarding member's ability to perform any occupation

It is this Examiner's opinion that [REDACTED] is **not capable** of performing the duties of any occupation, replacing not less than 75% of the member's adjusted final average salary, that is reasonably found in the member's job market, and for which the member is qualified by experience and education.

## **Appendix D**

# **SERS' MSA TERMS AND CONDITIONS**

## **MASTER SERVICE AGREEMENT TERMS AND CONDITIONS**

### **1. Acceptance and Payment.**

Upon receipt by SERS of a proper invoice from Vendor, SERS shall pay any amounts not in dispute for Services identified in the invoice and accepted by SERS. The Vendor shall invoice SERS not more often than monthly. After completion of services described in the SOW, SERS shall pay a proper, undisputed invoice not later than twenty (20) business days from the date of receipt. Other than compensation for Services set forth in this Master Agreement or SOW, there shall be no additional amounts paid by SERS.

If billed at an hourly rate, each invoice shall provide details for all Personnel who performed Services under this Master Agreement or applicable SOW, and shall contain, at a minimum, (i) an itemized identification of the Services performed for SERS, (ii) the dates and amount of time (in tenths of an hour increments) for each of the Services performed and (iii) the name(s) of the individual(s) performing the Services. Unless otherwise provided for in the SOW, the Vendor shall submit invoices to SERS monthly during the term of this Master Agreement.

### **2. Independent Contractor**

Vendor is an independent contractor, and nothing herein shall be construed to the contrary. Vendor shall not assume or create any obligations or responsibilities express or implied, on behalf of or in the name of SERS, or bind SERS in any manner or thing whatsoever without SERS's written consent. SERS shall neither have nor exercise disciplinary control or authority over Vendor. None of the employer-paid benefits provided by SERS to its own employees, including but not limited to retirement benefits, workers' compensation insurance and unemployment insurance, are available from SERS to Vendor. Individuals who are employed by Vendor are not public employees for purposes of OPERS membership. Vendor is not a public employer for purposes of Chapter 145 of the Ohio Revised Code. Vendor agrees to pay all applicable social security taxes, unemployment compensation taxes, income taxes and contributions required by any federal, state or local law with respect to Vendor for the services under this Agreement.

### **3. Indemnification**

- a. Vendor shall indemnify and save SERS harmless from any and all suits, proceedings at law or in equity, claims, liabilities, costs, payments and

expense including reasonable attorney fees asserted against or incurred by SERS, arising out of or in connection with any claim for damages to property or injuries to persons, to the extent that such damages or injuries shall have been caused by, or shall have resulted from the willful or negligent acts or omissions of Vendor's employees, Personnel, or agents, in any way related to this Master Agreement or the performance of Vendor's obligations hereunder.

- b. Vendor shall indemnify and save SERS harmless from any and all liability, damages, losses, claims, demands, assessments, actions, causes of action, costs including reasonable attorney fees, arising out of or resulting from a reclassification or attempt to reclassify Vendor's employees or subcontractors as employees of SERS, including without limitation any tax liability including interest and penalty resulting from SERS' failure to pay, deduct or withhold income taxes, Federal Insurance Contribution Act taxes, or Federal Unemployment Tax Act taxes with respect to Vendor and or its employees.
- c. Vendor agrees to defend at Vendor's own cost and expense any claim or action against SERS, its subsidiaries and/or affiliated entities, board members, officers, employees, and agents, for actual or alleged infringement of any patent, copyright or other property right (including, but not limited to, misappropriation of trade secrets) regarding any computer program, documentation, service, work and/or other materials furnished to SERS by Vendor or Personnel providing Services. Vendor further agrees to indemnify and hold SERS, its subsidiaries and/or affiliated entities, board members, officers, employees, and agents, harmless from and against any and all liabilities, losses, and expenses (including, but not limited to attorney's fees and court costs) associated with any such claim or action.
- d. Vendor shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed to in writing between the parties hereto. SERS shall have the right to participate in the defense of any such claim or action, at its own expense and through counsel of SERS' choosing. If an injunction is sought or obtained against use of any computer program, documentation or other material furnished to SERS, Vendor shall, at its expense, either (i) procure for SERS the right to continue to use without additional cost or charge to SERS the infringing computer program, documentation or other material as set forth in this Master Agreement, or (ii) replace or modify the infringing computer program, documentation or other material to make its use non-infringing while being capable of performing the same function(s) while preserving the original functionality. Notwithstanding the foregoing, Vendor has no obligation for any claim based on SERS' modification of any such computer program, documentation or other material or its combination, operation, or use with any product, data or apparatus not

specified or provided by Vendor, provided that such claim solely and necessarily is based on such combination, operation or use.

4. **Non-Solicitation of Employees/Liquidated Damages.**

- a. Unless otherwise agreed in writing signed by both parties, neither party shall solicit the other party's personnel during the term of this Master Agreement, or for a period of one year thereafter.
- b. In the event of a breach of this provision, the breaching party shall be liable for liquidated and agreed damages since the amount of actual damages is not foreseeable, in an amount equal to the most recent annual salary paid by the non-breaching party to the subject employee. If the subject employee has been there less than one year, then the most recent salary paid will be annualized to calculate the annual salary amount. Provided however, the posting of job openings on a party's web site or through general media outlets shall not be deemed solicitation under this provision.

5. **Ownership.**

- a. All programs, documentation, specifications and any other technical information or work (collectively "Work") developed or prepared by Vendor or Personnel for SERS hereunder shall be considered a work-made-for-hire under the U.S. copyright laws, and the property of SERS. To the extent that title to any such Work may not, by operation of law, vest in SERS for such Work, or may not be considered a work-made-for-hire, then in consideration for any payment received under this Master Agreement, Vendor hereby irrevocably assigns to SERS all rights, title and interest therein. All such Work shall belong exclusively to SERS, with SERS having the right to obtain and hold in its own name copyrights, trademarks, patents, registrations, or such protection as may be appropriate to the subject matter and any extensions and renewals thereof. Vendor reserves no right or interest in the Work. Vendor agrees to give SERS, its successors and assigns, and any person designated by SERS, reasonable assistance, without charge to SERS, required to perfect or secure SERS' rights described in this paragraph. Vendor and/or Personnel shall execute, at the request of SERS, specific assignments to SERS of any patent, copyright or other intellectual property interests in the Work applicable to the United States and to any and all foreign countries, as well as execute all papers and perform all lawful acts which SERS deems necessary in connection therewith, including the giving of testimony that the Vendor retains no right or interest in the Work. This Section shall survive the termination of this Master Agreement regardless of the cause of termination.

- b. Vendor warrants that Personnel shall not cause or permit any work to include or incorporate any material in which any third party shall have registered or unregistered copyrights, patent rights, trade secrets, or other proprietary rights or interests unless SERS is given notice prior to use of such material, SERS gives approval, and the Vendor secures all necessary licenses which are hereby assigned to SERS for such material.

6. **Confidential Information**

All information received by Vendor and its personnel from SERS, its Trustees, employees and agents, in the performance of the Services (except for information which prior or subsequent to the date of execution of this Agreement is publicly available) shall be held in confidence as confidential information ("Confidential Information"), to be used only for the purposes of performing the Services and producing the deliverables pursuant to this Agreement. Vendor shall not use such Confidential Information for any other purpose, including commercial purpose, will not use the same directly or indirectly for its own benefit, and will not disclose the same to others without the prior written consent of SERS. The Confidential Information will be disclosed only to those employees and representatives of Vendor (i) who have a need to know the same in order to perform the Services, and (ii) who have been advised that they will be bound by the confidentiality and restrictions provided herein. The provisions of this Section shall survive the expiration or termination of this Agreement. Within sixty (60) days after completion of the Services and deliverables, or any earlier termination under the provisions hereof, Vendor shall return Confidential Information to SERS or certify in writing to SERS that the Confidential Information has been destroyed.

7. **Representations and Warranties.**

As of the Effective Date and at the time of execution of each SOW hereunder, the Vendor represents and warrants that it:

- a) Has the authority to enter into this Master Agreement and perform the Services provided herein.
- b) Will perform the Services in a workmanlike and professional manner consistent with all applicable statutes, regulations, or ordinances and within applicable industry best practices.
- c) Will comply with all applicable federal and state laws, including but not limited to, the laws contained in Chapter 102 of the Ohio Revised Code (Ohio ethics laws) governing ethical behavior, understands that such provisions apply to persons doing or seeking to do business with SERS, and agrees to act in accordance with the requirements of such provisions.

- d) Maintains a non-discrimination policy and is an equal employment opportunity employer.
- e) Has not paid and will not pay, has not given and will not give, any remuneration or thing of value directly or indirectly to SERS or any of its board members, officers, employees, or agents, or any third party in connection with obtaining or performing any of the engagements of this Master Agreement or otherwise, including, but not limited to, a finder's fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.
- f) Vendor represents that its goods and services do not infringe on any third-party copyright or ownership rights.
- g) Vendor represents that its goods and services comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA.

#### 8. **Public Record Requests.**

Vendor acknowledges that SERS is subject to Ohio Revised Code Chapter 149, known as the Ohio Public Records Law including the requirement to comply with requests for disclosure of public records. Consequently, the vendor understands that information provided to SERS or information included in any Agreement are considered public records and will be released when a public records request is made by news media, competitors, or other interested parties, in accordance with the law.

Vendor may designate its records in the possession of SERS or information included in any agreement as exempt from disclosure under the Public Records Act by providing redacted copies of such documents. If vendor contends that certain clearly marked portions of vendor's records or agreements constitute an exception to Ohio's public records law, vendor must submit vendor's legal basis in support of that assertion with any redacted copies.

If SERS receives a public records request for information pertaining to vendor or a request for copies of any agreement made with vendor and vendor has not provided a redacted copy which clearly marks such information as an exception to Ohio's public records law, vendor's information or agreement will be released immediately. Vendor shall be deemed to have waived its rights to seek an injunction or protective order and SERS shall be entitled to make such disclosure without notice or liability to Vendor.

If SERS receives a public records request for information pertaining to vendor or a request for copies of any agreement made with vendor and vendor has provided a

redacted copy which clearly marks portions of vendor's information or agreement as information constituting an exception to Ohio's public records law, and vendor has submitted the legal basis supporting such claim, SERS will release the redacted version to the requester and notify vendor that a request was made and that a redacted version of vendor's information or agreement was released. Should the requester indicate that the redacted version is not sufficient for their purposes, SERS will notify vendor and vendor then will be immediately responsible for obtaining a court order enjoining release of vendor's clearly marked information constituting an exception to Ohio's public records law.

If SERS receives a public records request for information pertaining to vendor or a request for copies of any agreement made with vendor and vendor has provided a redacted copy which clearly marks portions of vendor's information as information constituting an exception to Ohio's public records law, but vendor has not submitted the legal basis supporting such claim, SERS will release vendor's unredacted information or agreement to the requester and notify vendor that a request was made and that vendor's unredacted information or agreement was released.

In the event any of the vendor's redactions are challenged, the vendor shall have sole responsibility to defend such redactions at its cost and expense. If SERS is assessed any damages or fees, Vendor shall indemnify SERS for such damages or fees. SERS will not institute any legal action to defend any of vendor's redactions but will notify the vendor of such challenges.

9. **Security and Cybersecurity Incident Notice and Reporting.**

Vendor shall have policies, procedures and System and Organization Controls report (SOC) in place for the effective management of any security or cybersecurity incidents, as defined below, which shall be made available to SERS upon request. A "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. A "cybersecurity incident" means a cybersecurity event that has been determined to have an impact on the vendor prompting the need for response and recovery. This may include ransomware that may place SERS' data or SERS members' personal data at risk. "Personal data" means full legal name, date of birth, home address, email address, social security number, driver's license number, state identification card number, SERS account username, SERS account password, record of contributions or financial account numbers.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to the Master Agreement, in the event of any actual security or cybersecurity incident or reasonable belief of an actual security or cybersecurity incident the Vendor either suffers or learns of that either

compromises or could compromise SERS' data, the Vendor shall notify SERS of the following within 48 hours of its discovery:

- a) The date and time of the discovery of the security or cybersecurity incident.
- b) The name of the Vendor security or cybersecurity incident representative and contact information.

The Vendor shall provide the following information to SERS regarding a security or cybersecurity incident within a reasonable period of time:

- a) Date and time of the security or cybersecurity incident.
- b) Nature of the security or cybersecurity incident, including any potential impact on SERS' data or SERS members' personal data.
- c) Description of SERS' data or SERS members' personal data involved in the security or cybersecurity incident, including the number of members impacted.
- d) Vendor action taken to mitigate the security or cybersecurity incident and secure compromised systems.

The Vendor shall cooperate with SERS and provide such other information, including a written report, as reasonably requested by SERS. Vendor shall analyze and document the incident and provide all notices required by all applicable laws, regulations, rules, and industry standards. SERS may, in its sole discretion, choose to provide notice to any or all parties affected by a security or cybersecurity incident, but Vendor shall reimburse SERS for the cost of providing such notification. Vendor further agrees to provide or reimburse SERS for its costs in providing any credit monitoring or similar services that are necessary as a result of Vendor's security or cybersecurity incident.

In addition to any other indemnification obligations in the Master Agreement, the Vendor shall fully indemnify and save harmless SERS from any costs, loss or damage to SERS resulting from a security or cybersecurity incident or the unauthorized disclosure of SERS' data or SERS members' personal data by the Vendor, its officers, agents, employees, and subcontractors.

#### **10. Disaster Recovery and Business Continuity Requirements**

- b) The Vendor shall provide a comprehensive overview of its Disaster Recovery (DR) and Business Continuity Planning (BCP) capabilities. The response must address the following:

- (i) Disaster Recovery Plan Overview**

- Describe your organization's formal Disaster Recovery Plan.

Indicate the frequency of plan reviews and updates.  
Provide the date of the most recent successful DR test.

**(ii) Recovery Time Objectives (RTO) and Recovery Point Objectives (RPO)**

Specify the RTO and RPO for the proposed solution. Describe how these objectives are achieved and maintained.

**(iii) Data Backup and Redundancy**

Detail the backup strategy, including frequency, storage locations, and encryption methods. Describe data redundancy measures and geographic diversity of data centers.

**(iv) DR Testing and Validation**

Outline the DR testing schedule and methodologies. Provide evidence of past test results or summaries demonstrating effectiveness.

**11. General.**

- a. The Master Agreement shall be governed by and construed under the laws of the State of Ohio and any applicable federal laws. Jurisdiction and venue of any action shall be filed in the Franklin County Court of Common Pleas in Columbus, Franklin County, Ohio.
- b. The Master Agreement is not assignable without the prior written consent of SERS. Any attempt by Vendor to assign any of the rights, duties, or obligations of this Master Agreement without such consent is void.
- c. The Master Agreement can only be modified by written agreement duly signed by persons authorized to sign agreements on behalf of SERS and of Vendor.
- d. Vendor agrees that it will not, without prior written consent of SERS, use in advertising, publicity or otherwise the name of SERS, SERS' logo, service marks, domain names, symbols or any affiliate of SERS, or refer to the existence of this Master Agreement in press releases, advertising or materials distributed to prospective customers.
- e. Vendor agrees that materials prepared by the Vendor for review by SERS' will be compliant with ADA Title II WCAG 2.0 AA.