

Request for Proposal

Health Care Program Evaluation, Consulting, and Procurement

December 2025



SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO
HEALTH CARE PLAN AND TRUST

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

TABLE OF CONTENTS

	Page
I. Introduction	3
II. Background	3
III. Scope of Services	4
IV. Proposal Submissions	10
V. Selection Process	11
VI. Tentative Timetable	12
VII. Questionnaire	13
VIII. Terms and Conditions	13
Appendix A Questionnaire	14
Appendix B Plan Terms and Conditions	19
Appendix C Business Associate Agreement	31
Appendix D Draft Project Timeline	43

School Employees Retirement System of Ohio
Health Care Plan and Trust

I. INTRODUCTION

The School Employees Retirement System of Ohio Health Care Plan and Trust (the Plan) is requesting proposals from qualified Consultants to advise and assist in an evaluation of the Plan's health care program and the selection of a vendor(s) for medical and prescription drug coverage for benefit recipients and dependents. The Plan intends to select a preferred Consultant for a period of five years from whom to purchase the services identified in this Request a la carte and at the Plan's full discretion. The Consultant must possess excellent analytical capabilities and in-depth industry knowledge and provide expert advice to assist the Plan in conducting an evaluation of the current health care program. This evaluation process may lead to issuance of RFPs for the arrangements determined to be the best for the Plan.

The terms "Health Plan Administrator" and "Medical and Prescription Drug RFP" throughout this RFP are generic names for all arrangements that may arise from the evaluation process. Those may be combined medical and prescription drug vendor, or separate medical and prescription drug plan arrangements, either fully insured or self-insured.

After performing an evaluation and analysis, the Consultant will lead any procurement efforts in coordination with the Plan by: (1) developing necessary RFPs; (2) managing the RFP process and advising the Plan during the evaluation and selection process; and (3) advising in the development of the selected vendor contract(s).

II. BACKGROUND

The School Employees Retirement System of Ohio (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 Board of Trustees established under Chapter 3309 of the Ohio Revised Code.

The Health Care Plan and Trust desires to meet the challenges of managing the rising costs of health care, maintaining quality benefit programs, and maintaining a solvent health care program for current and future eligible retirees, benefit recipients, and their dependents. The Plan has limited funds to pay for health care services and seeks opportunities to stretch each dollar. Both the staff and the Board of Trustees monitor and evaluate the Plan for quality and cost

School Employees Retirement System of Ohio
Health Care Plan and Trust

effectiveness. The Plan's staff makes recommendations to the Board of Trustees regarding the Plan, including vendor/administrator selection, components of medical and prescription drug programs and strategies for operating high quality, cost-effective programs.

Approximately 40,000 retirees, spouses and dependents are enrolled in the Plan. Currently, Aetna administers a self-insured plan for the non-Medicare population (approximately 2,500), and AultCare provides a local PPO plan for about 125 individuals. The Plan also offers an excepted benefits health reimbursement arrangement (HRA) for about 625 individuals enrolled in ACA marketplace plans. The majority (approximately 36,000) of the Plan's Medicare participants are enrolled in a Medicare Advantage plan for medical care offered by Aetna. Approximately 100 Medicare participants are enrolled in a self-funded indemnity plan administered by Aetna because of geographic and other eligibility restrictions of Medicare Advantage offerings.

The non-Medicare prescription drug plan for Aetna enrollees is self-insured and administered by Express Scripts, with an enrollment of 2,500 individuals. The Medicare participants are enrolled in a self-insured Express Scripts EGWP PDP with an enrollment of approximately 36,000. For additional information see www.ohsers.org.

The existing medical plan contracts expire December 31, 2027. The pharmacy contract ends December 31, 2027; however, the Plan is in negotiations with the current PBM to extend the contract to December 31, 2028. The Plan has flexible contract provisions surrounding term and termination for all contracts.

III. SCOPE OF SERVICES

The successful Consultant will possess expertise and experience in all areas relevant to the RFP process, excellent analytical capabilities, and in-depth knowledge of current medical and pharmaceutical insurance and contracting applicable to the Plan's enrolled populations. The Plan is open to Consultants proposing a partnership or subcontracting arrangement as needed to provide all areas of required expertise. For example, a firm with expertise in medical vendor procurement could partner with a firm specializing in PBM consulting to provide expertise which would address the scope of this RFP. Consultants should present availability of expertise to address the entire scope of this project.

The Plan is seeking a qualified Consultant to provide the following services a la carte at the Plan's discretion. Proposed fees should be provided separately for each item, and annually for any recurring services proposed. The Plan should be able to easily identify the proposed total cost of any combination of selected services.

A. Plan Evaluation

School Employees Retirement System of Ohio
Health Care Plan and Trust

- 1. Review Existing Plan.** Develop an understanding of the existing health care program to successfully support this project.
- 2. Analysis of Plan Options.** Participate in and guide the Plan through an analysis of a procurement or maintenance strategy for its health and prescription drug plans. Specifically, provide analysis of the Plan's current structure, components, contracts and costs to inform recommendations on the following:
 - a. Whether the Plan should seek a self-insured or fully-insured arrangement for the Medicare and the non-Medicare plans.
 - b. Whether the Plan should integrate the medical and prescription drug plans, for one or both Medicare and non-Medicare plans.
 - c. Whether the Plan should offer an HRA for all non-Medicare enrollees in lieu of a group plan option, and partner with a vendor to facilitate enrollment in qualified health plans.
 - d. Whether the Plan should seek to join a public sector purchasing coalition for medical and/or prescription drugs.
 - e. Timing for release of one or more medical and prescription drug RFPs to achieve Plan goals. Provide analysis on other basic programmatic and procurement strategies and questions as they arise. Prepare report and present outcome of analysis of Plan options to the SERS Board.
 - f. Whether the Plan should engage other third parties to reduce costs and/or improve clinical outcomes for enrollees through integration with our self-insured plans.
 - g. Other opportunities identified in the Plan review or presented by significant market changes or regulatory/legislative actions.

B. Development of RFP(s). Consistent with decisions reached under Section III.A.2, schedule and organize all planned or requested Medical Plan, Prescription Drug, and/or HRA facilitator RFP project tasks. A draft timeline is attached as Appendix D. The purpose of the draft timeline is to provide context for the lead time necessary for the Plan to successfully enter into an agreement with a new vendor. This schedule will be updated in coordination with the Consultant based on the decisions reached under Section III.A.2. The updated schedule created with the selected Consultant shall include specific milestones, including those identified in the Consultant's proposed fees. The Consultant will be responsible for communications with vendors during the project. Medical Plan, Prescription Drug Plan, and HRA administrator RFPs may be priced separately and will be initiated at the Plan's sole discretion.

School Employees Retirement System of Ohio
Health Care Plan and Trust

- 1. RFP Evaluation Criteria and Tools.** Consistent with the decisions reached in Section III.A.2, work with Plan staff to develop thorough, impartial, objective and defensible evaluation criteria, methodologies, electronic RFP process, scoring tools, and appropriate questions for evaluation of the submitted proposals. Evaluations and analyses must include impartial, defensible analyses of the proposed pricing against the current pricing terms, as well as impact analyses for provider network and clinical program comparisons.
- 2. Draft Health Plan and PBM RFP(s).** Consistent with the decisions reached in Section III.A.2, prepare one or more electronic Health Plan and/or PBM RFP(s) which evaluates a vendor's ability to realize excellent administration and clinical outcomes and may incorporate processes such as those listed below:
 - a) Plan administration capabilities for a self-insured or fully insured non-Medicare plan, Medicare Advantage plan, or pharmacy benefits manager, or as otherwise determined in the analysis executed in Section III.A.2.
 - b) Plan administration capabilities for an integrated medical and prescription drug plan, if applicable, potentially including enrollment and premium collection
 - c) Plan administration capabilities for a pharmacy benefit program, either integrated with medical benefits or stand-alone
 - d) Population health management services, disease management, chronic care management, compliance and quality improvement programs
 - e) Clinically based cost-containment activities (e.g. utilization review, case management)
 - f) Contracting strategy and philosophy of the plan relative to current provider contracting approaches (e.g., pay-for-performance, narrow networks, value-based purchasing, centers of excellence)
 - g) Data analytics performed by the vendor
 - h) Formulary management
 - i) Medicare income transparency
 - j) Other objectives as mutually determined by the Plan and Consultant
- 3. Draft RFP for HRA Support Vendor, if requested.**
- 4. Contract Assistance.** Provide subject matter expertise to the Plan

School Employees Retirement System of Ohio
Health Care Plan and Trust

and/or designated outside legal representatives to assist in identifying key contract commitments to include in the RFP. Consultant is not expected to provide legal advice.

5. **Meetings.** Meet with Plan staff in a minimum of one Columbus-based meetings to guide the development of objectives and desired outcomes for the selected Plan(s). Consultant will be expected to host other meetings virtually.

C. Manage the RFP Process. For each RFP developed with the Plan:

1. **Distribute RFP.** Recommended vendors may be different for non-Medicare and Medicare populations. Work with Plan staff to identify possible RFP respondents and forward the RFP to those organizations simultaneously by identical means in accordance with the established RFP timelines.
2. **Plans' Questions.** Receive the potential vendors' questions and prepare draft responses for the Plan's approval, following distribution of the Health Plan RFP.
3. **Receipt of RFP Responses.** Receive the responses to the Health Plan RFP electronically and verify all valid proposals meet the stipulated requirements.
4. **Retention.** Maintain all responses to the RFP, follow-up responses and submissions and retain copies of all project documentation. Such designated records shall be available on a private, secure web-based tool accessible to the Plan's representatives on a timely and on-going basis.
5. **Availability to the Plan.** Make all responses to the RFP available to the Plan in electronic format within seven (7) days of receipt from a respondent to the RFP.
6. **Initial Report on RFP Responses.** Prepare a report summarizing the responses received to the RFP (the "RFP Report"). The RFP Report, shall, at a minimum, identify the respondents to the RFP and suggest an initial rating of the respondents in each of the evaluative categories identified in the RFP. For example, if there are 10 respondents to the RFP and fees to be charged is an evaluative category identified in the RFP, the RFP Report shall rank the respondents from one to ten as to their fee proposals. This process will be repeated for each evaluative category.

Consultant will develop an evaluative matrix to compare and contrast the various responses. The purpose of the RFP Report is to assist the Plan with the organization and meaningful presentation of the data in the RFP responses. The Consultant will not exercise discretionary authority on behalf of the Plan as to selection of RFP

School Employees Retirement System of Ohio
Health Care Plan and Trust

respondents who shall progress in the RFP process or the final selection of a successful bidder.

7. Coordinate Evaluation Process. Will organize and administer all meetings, agendas, presentations, interviews, follow-up and site-visits, in coordination with the Plan staff. Consultant principals will participate in all teleconferences and attend all scheduled and requested meetings, in person. Consultant will be expected to schedule meetings as necessary to support the ability of Plan representatives to attend.

8. Financial Analysis and Modeling. Provide the Plan specific, detailed financial analysis and modeling of the Plans' fee/cost proposals, network discounts, guarantees, and other financial factors relevant to the choice of a Plan. Consultant's proposed fee shall include all costs for all such analyses. Modifications, refinements or permutations of a financial analysis or model shall be provided at no additional charge and Consultant's fee proposal shall not include additional charges for such financial reports.

All financial modeling, reports or other analysis shall treat each vendor identically to the fullest extent possible based on information supplied by the vendors. All financial modeling, reports or other analysis shall include sufficient narrative reporting to explain the objective of the modeling, report or analysis and render the same readily understandable and usable by the Plan.

9. Status Reports. Upon request, provide status updates to senior management of the Plan.

10. Final Report. Submit a detailed, written final report recommending selection of one or more Plan(s). The written reports must include, at a minimum:

- a) an executive summary
- b) a description of the Health Plan RFP process, including a summary of the RFP, the milestones and key events associated with those milestones and the deliberative processes and evaluative tools employed by the Consultant during the RFP process
- c) a detailed discussion of each evaluative category in the Health Plan RFP and an explanation of the recommended vendor(s)'s strengths and weaknesses as to each category
- d) a detailed analysis of:
 - i. fee/pricing proposals
 - ii. clinical programs designed expressly to manage the

School Employees Retirement System of Ohio
Health Care Plan and Trust

health and wellness of a retiree population both over and under age 65,

- iii. provider network member disruption impacts and the pricing and value of all proposed optional services,
- iv. network contracting strategy and the execution of the strategy, such as pay for performance, value-based contracting, or ACO's

e) Consultant's recommendation(s).

11. Board Presentations. Develop an executive-level presentation based on the results of the Health Plan RFP process and recommendations in the final report. If requested, present final recommendations in person to the Plan's Board of Trustees.

The final report shall be objective and based on the materials made available to the Consultant and the Plan during the Health Plan RFP process. The report shall indicate how the final recommendation is based on impartial and quantifiable evaluation of the recommended vendor(s), and, as necessary to justify the recommendation(s) therein, how the recommended vendor(s) distinguished itself from other respondents to the RFP.

C. Assist in the Development of the Health Plan Contract(s)

1. Plan Contract. As requested, provide technical guidance to the Plan regarding incorporation of key RFP commitments into contract terms with the selected Plan(s), under the direction of the Plan. It is possible there may be more than one finalist Plan and contracts may be concurrently negotiated with multiple vendors. Consultant is not expected to provide legal advice.

2. Public Records Requests. At no additional cost, assist and cooperate with the Plan in responding to and providing all requested documentation responsive to any public records request relating to the Health Plan RFP and this RFP for Consulting Services.

D. PBM Market Check. Perform annual market checks of client's PBM arrangement annually for plan years 2027 through 2031.

E. General Consulting. Provide ongoing consulting for a period of 4 years beginning the year after the initial evaluation and program review. Fees should be proposed on an annual basis and may include a combination of retainer and ad hoc hours. For example, evaluation of contract amendments proposed by the Plan or a vendor.

F. Other Services. Responses may include proposals for other services presented separately from those listed above.

School Employees Retirement System of Ohio
Health Care Plan and Trust

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 the Plan by January 20, 2026. The Notice should be sent by email to the Plan contact listed in Paragraph C below, and contain the vendor's name, its intent to respond, the name of a contact person and the contact person's telephone number, email and fax number. Submitting this Notice will not oblige a vendor to submit a Response nor be a prerequisite for submitting a Response but will allow the Plan to send out any necessary information to interested vendors.

B. Response Deadline

The completed Response must be received by 4 PM EST February 20, 2026. Responses received after the Response deadline will not be considered.

C. Delivery

Contact person for all responses and communications:

Jennifer Kelley
Program Coordinator - Medical Plans
Health Care Services Department
School Employees Retirement System
300 East Broad Street, Suite 100
Columbus, OH 43215
jkelley@ohsers.org
Telephone: 614-340-1319

An unbound original and four copies of the Response are to be sent by mail or delivery service. An electronic version of the response is to be sent by email. 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 A with the question and/or request duplicated in the Response before the answer or response.

School Employees Retirement System of Ohio
Health Care Plan and Trust

3. Review of the Plan's general terms and conditions (Appendix B) and Business Associate Agreement (Appendix C).

E. Submitted Responses

Any Response submitted will become the property of the Plan. The Plan reserves the right to retain all Responses submitted, and use any information contained in a Response except as otherwise prohibited by law. **All Responses and the contents thereof will be deemed to be a public record which is open to public inspection after a vendor has been selected and contract has been executed, if any.** A vendor may include one additional copy of its Response with any proprietary trade secret information redacted and marked as such with a brief written basis as to why it believes the information is protected from disclosure. If the Plan receives a public records request to which, in the Plan's sole discretion, any of a vendor's materials are responsive, the Plan may release the vendor's redacted materials, or in the event no redacted materials are submitted, the vendor's unredacted materials without notice to the vendor. 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. The Plan will not institute any legal action to defend any of vendor's redactions but will notify the vendor of such challenges.

F. Communications with the Plan

Vendors which intend to submit a Response should not contact any member of the Plan's staff or members of the Retirement Board. An exception to this rule applies to vendors who currently do business with the Plan, but any contact made by such vendor(s) with people 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 Wednesday, **January 7, 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. Questions submitted after 4 p.m. on January 7, 2026 or other than by email will not be considered.

V. SELECTION PROCESS

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

the Plan will initially evaluate proposals based on the following criteria.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Criteria
Cost, fees and project deliverables
Consultant's approach including project timetable, responsiveness to this proposal and work plan
Consultant's understanding, experience, and familiarity with projects of similar size, scope and population (non-Medicare, Medicare and disability)
Qualifications and related experience of individuals assigned
Strength of technology, analytical tools, expertise and innovative solutions

The Plan, at its discretion, may require Consultants to interview and present their proposal in March, 2026, in Columbus, Ohio. Not all Consultants may be selected to interview and make presentations.

VI. TENTATIVE TIMETABLE

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

Issuance of RFP:	December 10, 2025
Question Deadline:	4 PM EST January 7, 2026
Vendor Intent to Respond:	January 20, 2026
Response to Written Questions:	January 21, 2026
RFP Response Deadline:	4 PM EST February 20, 2026
Finalist Interviews:	March 2026
Projected Commencement Date:	May 2026

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

School Employees Retirement System of Ohio
Health Care Plan and Trust

VII. QUESTIONNAIRE

Vendors must complete the Questionnaire appearing in Appendix A. Responses to the questions should repeat the question and be answered in order.

VIII. TERMS AND CONDITIONS

The Plan 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 the information that may be required to evaluate the RFP and any recipient hereof should conduct its own independent analysis of the Plan and the data contained or referenced herein. The Plan 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 the Plan.

The Plan 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.

The Plan 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. The Plan 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 the Plan's sole discretion.

This RFP is not an offer but a request to receive a Response. The Plan 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. The Plan 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.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Appendix A

QUESTIONNAIRE

School Employees Retirement System of Ohio
Health Care Plan and Trust

Responses to the following questions should repeat the question and be answered in order.

A. Vendor

1. **Legal Status.** A statement regarding the Consultant's legal structure (e.g., an Ohio corporation), Federal tax identification number, and principal place of business.
2. **Contact.** The name of Consultant's primary contact on this RFP and the contact's title, address, phone numbers and email address. The contact should have authority to respond to inquiries from the Plan regarding Consultant's proposal.
3. **Compliance with RFP.** A statement that the Consultant's proposal meets all the requirements of this RFP.
4. **Commitment to Proposal.** A statement that the Consultant has not submitted its proposal with the assumption that there will be an opportunity to negotiate any aspect of the proposal.
5. **Delivery of Services.** A statement that the Consultant has sole and complete responsibility for delivery of the required services. If the consultant is partnering with a separate entity, a statement as to the responsibilities of each separate consultant must be included.
6. **Public Records.** A statement that the Consultant acknowledges that all documents submitted pursuant to this request may be subject to disclosure under Ohio's Public Records Act. (See Section IV.E. of this RFP regarding requirements related to compliance with Ohio's Public Records Act).
7. **Summary of Services.** A summary of the Consultant's services to be provided.
8. **Firm Proposal.** A statement that the proposal will be valid for 180 days from the date of the proposal submission deadline.
9. **Compliance with Laws and Regulations.** A statement that the Consultant, if selected, will comply with all applicable agreement requirements, rules, laws and regulations.
10. **Conflicts of Interest.** A statement that the Consultant does not have any conflict of interest in performing its role as Consultant, agent and advisor to the Plan.

School Employees Retirement System of Ohio
Health Care Plan and Trust

B. Personnel

The name and hourly rate of the primary individual(s) who is/are proposed to provide services for this project and how each individual(s) will be involved in the project, including an estimate of the number of hours each will devote to the project, a summary of the reasons why the individual proposed to be assigned to the project can provide the Plan with the best assistance available, and resumes for each person that describes their relevant experience and work on similar projects.

C. Proposed Services

1. Describe in detail Consultant's understanding of the services requested. Please provide a narrative that supports why Consultant believes it is qualified to undertake the services requested in this RFP.
2. Describe any areas or processes, not included in the Scope of Services that Consultant may examine in order to provide more complete services and consulting support on the project. Please explain your rationale for recommending these additional areas or processes.
3. Provide a detailed narrative description of the approach you would use for accomplishing each task of the project. Detail the processes and evaluative methodologies you will use and indicate the number of iterative analyses included for each step.
4. Provide example timelines for work plan tasks, time commitments, responsibility of each staff member and completion dates.
5. Provide a description of the project management and quality control procedures utilized to ensure the timely completion and quality of all work performed by the Consultant. These should identify and describe any anticipated potential problems, the approach to resolving these problems, and any special assistance that may be requested during this project.
6. Provide a detailed description of all 4th parties used to evaluate the capabilities, network discounts, pricing, etc. of respondents to the Health Plan, PBM, and HRA Administrator RFPs. Include sample output(s) of these tools.
7. Provide a brief description of the work product from prior projects that may be relevant to the scope of work proposed in this RFP, including specifically any work for a governmental entity.

School Employees Retirement System of Ohio
Health Care Plan and Trust

8. Provide four references, two of which may represent completed projects within the last four years and two may represent your largest existing clients. Include the name, title, telephone number, and address of each person, firm, or entity you wish us to use as a reference. Each reference offered must have utilized your services within the last four years and be available for contact.
9. Submit a copy of the Consultant's typical proposed contract for consulting services of the type described in this RFP for informational purposes only. The Plan will use its own contract.

D. Standards of Conduct

1. Does the vendor 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 vendor have a written anti-discrimination policy? If so, attach a copy and state how the policy is monitored and enforced.
3. How does the vendor identify and manage conflicts of interest?
4. Are there any potential conflicts of interest that the vendor would have in providing the requested services to the Plan? If yes, explain.
5. List and describe any relationships and/or contacts the vendor or its officers or employees have had with any the Plan's Retirement Board member and/or staff member within the last 12 months.
6. Has the vendor or any officer or employee given any remuneration or anything of value directly or indirectly to the Plan 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.
7. Has the vendor or any officer, principal or employee 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.

School Employees Retirement System of Ohio
Health Care Plan and Trust

8. Within the last five (5) years:
 - a. Has the vendor or any officer or employee of the vendor been a defending party in a legal proceeding before a court related to the provision of [goods and/or services]?
 - b. Has the vendor or any officer or employee been the subject of a governmental regulatory agency inquiry, investigation, or charge?
 - c. Has the vendor submitted a claim to the vendor's liability insurance carrier involving the type of [goods and/or services] sought under this RFP?

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

E. FEES

Consultant should provide separate fees for each proposed service separately such that the Plan can identify the total cost of any combination of proposed services. Fees for recurring services should be provided annually as appropriate. Please indicate the sub-total cost for each milestone and the total project cost for each service. Any pricing proposals must be submitted on a not to exceed basis.

Any travel costs incurred by the Consultant will be the responsibility of the Consultant. The Plan will not reimburse for travel expenses.

Hourly rates for each consulting personnel must be detailed for ad hoc and/or out-of-scope services.

F. THE PLAN'S TERMS AND CONDITIONS

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

G. BUSINESS ASSOCIATE AGREEMENT

1. Does the vendor agree to the business associate agreement provided in Appendix C?
2. If not, please provide any details as to the specific provisions and

School Employees Retirement System of Ohio
Health Care Plan and Trust

vendor's preferred language.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Appendix B

PLAN TERMS AND CONDITIONS

School Employees Retirement System of Ohio
Health Care Plan and Trust

TERMS AND CONDITIONS

1. Acceptance and Payment.

Upon receipt by the Plan of a proper invoice from Vendor, the Plan shall pay any amounts not in dispute for Services identified in the invoice and accepted by the Plan. The Vendor shall invoice the Plan not more often than monthly. After completion of services described in a SOW, the Plan 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 the Plan.

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 the Plan, (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 the Plan 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 the Plan, or bind the Plan in any manner or thing whatsoever without the Plan's written consent. The Plan shall neither have nor exercise disciplinary control or authority over Vendor. None of the employer-paid benefits provided by the Plan to its own employees, including but not limited to retirement benefits, workers' compensation insurance and unemployment insurance, are available from the Plan 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 the Plan harmless from any and all suits, proceedings at law or in equity, claims, liabilities, costs, payments and expense including reasonable attorney fees asserted

School Employees Retirement System of Ohio
Health Care Plan and Trust

against or incurred by the Plan, 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 the Plan 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 the Plan, including without limitation any tax liability including interest and penalty resulting from the Plan's 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 the Plan, 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 the Plan by Vendor or Personnel providing Services. Vendor further agrees to indemnify and hold the Plan, 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. The Plan shall have the right to participate in the defense of any such claim or action, at its own expense and through counsel of the Plan's choosing. If an injunction is sought or obtained against use of any computer program, documentation or other material furnished to the Plan, Vendor shall, at its expense, either (i) procure for the Plan the right to continue to use without additional cost or charge to the Plan 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

School Employees Retirement System of Ohio
Health Care Plan and Trust

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 the Plan's 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 the Plan hereunder shall be considered a work-made-for-hire under the U.S. copyright laws, and the property of the Plan. To the extent that title to any such Work may not, by operation of law, vest in the Plan 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 the Plan all rights, title and interest therein. All such Work shall belong exclusively to the Plan, with the Plan 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 the Plan, its successors and assigns, and any person designated by the Plan, reasonable assistance, without charge to the Plan, required to perfect or secure the Plan's rights described in this paragraph. Vendor and/or Personnel shall execute, at the request of the Plan,

School Employees Retirement System of Ohio
Health Care Plan and Trust

specific assignments to the Plan 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 the Plan 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 the Plan is given notice prior to use of such material, the Plan gives approval, and the Vendor secures all necessary licenses which are hereby assigned to the Plan for such material.

6. **Confidentiality.**

The Plan may disclose certain confidential, trade secret, and/or proprietary information to Vendor, its employees, subcontractors, and agents in connection with this Agreement. Vendor shall execute a Confidentiality and Non-Disclosure Agreement in the form of the attached **Exhibit A.** The signed agreements shall be provided to the Plan prior to the commencement of any work.

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 the Plan, and agrees to act in accordance with the requirements of such provisions.

School Employees Retirement System of Ohio
Health Care Plan and Trust

- 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 the Plan 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.
8. **Public Record Requests.** Vendor acknowledges that the Plan is subject to Ohio Public Records Act, Ohio Revised Code Section 149.43, including the requirement to comply with requests for disclosure of public records. Vendor may designate certain of its records in the possession of the Plan or information included in this Agreement as exempt from disclosure under the Public Records Act. Vendor must support each claimed exemption and provide the Plan with a redacted copy of the Agreement or material at issue that is acceptable to the Plan and in compliance with the Public Records Act within thirty days of the Agreement being signed or the provision of the material to the Plan. In the event of a public record request that seeks Vendor's exempt information or data, the Plan will refrain from disclosing the information or will make reasonable efforts to contact Vendor in sufficient time to allow Vendor to take appropriate legal steps to protect the exempt information from disclosure. If Vendor does not initiate legal action to protect its information within ten (10) business days of the Plan's notice of its intent to disclose Vendor's information, Vendor shall be deemed to have waived its rights to seek an injunction or protective order and the Plan shall be entitled to make such disclosure without further notice or liability to Vendor. If as a result of the position taken by Vendor regarding the exempt status of the information the Plan is assessed any damages or fees, Vendor shall indemnify the Plan for such damages or fees.
9. **Security and Cybersecurity Incident Notice and Reporting.** Vendor shall have policies and procedures in place for the effective management of any security or cybersecurity incidents, as defined below, which shall be made available to the Plan upon request. Vendor will also provide security documentation, such as a SOCII Type II on an annual basis. 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

School Employees Retirement System of Ohio
Health Care Plan and Trust

on the vendor prompting the need for response and recovery. This may include ransomware that may place the Plan's data or the Plan 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, the Plan account username, the Plan 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 the Plan's data, the Vendor shall notify the Plan 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 the Plan 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 the Plan's data or the Plan members' personal data.
- c) Description of the Plan's data or the Plan members' personal data involved in the security or cybersecurity incident, including number of members impacted.
- d) Vendor action taken to mitigate the security or cybersecurity incident, secure compromised systems, and indemnify members.

The Vendor shall cooperate with the Plan and provide such other information, including a written report, as reasonably requested by the Plan. Vendor shall analyze and document the incident and provide all notices required by all applicable laws, regulations, rules, and industry standards. The Plan 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 the Plan for the cost of providing such notification.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Vendor further agrees to provide or reimburse the Plan 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 the Plan from any costs, loss or damage to the Plan resulting from a security or cybersecurity incident or the unauthorized disclosure of the Plan's data or the Plan members' personal data by the Vendor, its officers, agents, employees, and subcontractors.

10. Disaster Recovery and Business Continuity Requirements

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

1. 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.

2. 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.

3. 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.

4. 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 construed and enforced in accordance with the laws of the State of Ohio and any applicable federal laws.
- b. The Master Agreement is not assignable without the prior written consent of the Plan. Any attempt by Vendor to assign any of the

School Employees Retirement System of Ohio
Health Care Plan and Trust

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 the Plan and of Vendor.
- d. Vendor agrees that it will not, without prior written consent of the Plan, use in advertising, publicity or otherwise the name of the Plan, the Plan's logo, service marks, domain names, symbols or any affiliate of the Plan, 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' Board of Trustees will be compliant with ADA Title II WCAG 2.0.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Exhibit A

School Employees Retirement System of Ohio
Health Care Plan and Trust

CONFIDENTIALITY AND NONDISCLOSURE AGREEMENT

This Agreement is entered into as of the _____ day of _____, 202__ (the Effective Date"), by and between SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO, 300 East Broad Street, Columbus, Ohio 43215 (hereinafter referred to as "the Plan"), and _____ with its principal place of business at _____ (hereinafter referred to as "vendor." In consideration for the exchange of the mutual covenants and promises set forth below, the parties agree as follows:

1. The parties agree that it is necessary and desirable that the Plan disclose to vendor confidential information, including but not limited to contracts and related documents and data, and other documentation or information whether or not expressly designated as confidential (collectively referred to herein as "Information").
2. The parties agree that the Information disclosed shall be used solely for the purpose of reviewing and using the Information in connection with the potential and/or actual providing of services by vendor to the Plan. No copies of the Information shall be made except to be used solely in connection with the potential and/or actual providing of services by vendor to the Plan.
3. The parties hereby acknowledge that the Information is valuable, confidential and proprietary trade secret assets and vendor agrees that it shall: (a) not communicate Information to any third party; (b) by using means no less than it uses to protect its own most valuable trade secrets, prevent inadvertent or wrongful disclosure of Information to any third party; and (c) limit internal access to employees only on a "need to know" basis for the purposes set forth in Paragraph 2 hereof.
4. Except for the purposes of Paragraph 2 above, or for any purpose the parties may hereafter agree upon in writing, vendor shall not use the Information for productive use or circulate it within its own organization, but to the extent necessary for negotiations, discussions, and consultations with its employees or authorized representatives of the Plan.
5. The obligations of confidentiality shall terminate with respect to any particular portion of the Information if:
 - a. it was in the public domain at the time of communication thereof to vendor;
 - b. it entered the public domain through no fault of vendor subsequent to the time of communication thereof;
 - c. it was in vendor's possession free of any obligation of confidence at the time of communication thereof;

School Employees Retirement System of Ohio
Health Care Plan and Trust

- d. it was rightfully communicated to vendor free of any obligation of confidence subsequent to the time of communication thereof; or
 - e. it was developed prior to the date of this Agreement by employees or agents of vendor independently of, and without reference to, any Information.
- 6. All Information, and any and all copies thereof, shall, upon written request from and at the sole discretion of the Plan, either (a) be returned to the Plan, or (b) vendor shall provide a written certification to the Plan that any and all copies of the Information provided have been destroyed.
- 7. Each party recognizes that the wrongful disclosure of the Information, shall give rise to irreparable injury to the Plan, inadequately compensable in damages, and that the Plan shall have, in addition to any other remedies available to it, the right to injunctive relief enjoining such wrongful disclosure by vendor.
- 8. This Agreement shall govern all communications between the parties during the period from the Effective Date of this Agreement to the later of (a) the date on which vendor receives written notice from the Plan that subsequent communications shall not be so governed, or (b) the termination of all agreements between the parties. However, the terms and conditions of this Agreement shall survive the termination, with or without cause, of this Agreement or any other agreement between the parties. This Agreement shall be construed in accordance with the law of the State of Ohio and any applicable federal laws.

School Employees Retirement System of Ohio
Health Care Plan and Trust

Appendix C

Business Associate Agreement

School Employees Retirement System of Ohio
Health Care Plan and Trust

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("**Agreement**") made and entered into this ____ day of _____ ("**Effective Date**") by and between _____ with its principal place of business at _____ ("**Business Associate**") and the School Employees Retirement System of Ohio with its principal place of business at 300 East Broad Street, Suite 100, Columbus, Ohio 43215 (the "**Plan**" or "**Covered Entity**") (collectively, the "**Parties**").

WITNESSETH:

WHEREAS, as part of its authorized activities, the School Employees Retirement System of Ohio ("**the Plan**") provides health care benefits to certain of its enrollees and their dependents through the Plan.

WHEREAS, The Plan has access to and maintains certain health information, including Protected Health Information, concerning persons receiving benefits through the Plan.

WHEREAS, Covered Entity has engaged Business Associate to perform the following services: _____ and other services which may include the disclosure and use of Protected Health Information by Covered Entity to Business Associate, as defined below;

WHEREAS, the Parties intend to protect the privacy of Protected Health Information disclosed to Business Associate in compliance with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, as revised and supplemented by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), and regulations promulgated thereunder (collectively, "HIPAA");

WHEREAS, the parties are committed to compliance with HIPAA;

WHEREAS, the purpose of this Agreement is to satisfy the obligations of Covered Entity and Business Associate under HIPAA and to ensure the security, integrity and confidentiality of Protected Health Information maintained, transmitted, disclosed, received or created by Business Associate from or on behalf of Covered Entity; and

WHEREAS, the Parties desire to enter into this Agreement to protect Protected Health Information;

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements contained herein, the parties agree as follows:

School Employees Retirement System of Ohio
Health Care Plan and Trust

(1) DEFINITIONS.

- (A) “Breach Notification Rule” means the requirements for Notification in the Case of Breach of unsecured Protected Health Information at 45 C.F.R. subtitle A, subchapter C, part 160 and part 164, subpart C, as they may be amended.
- (B) “Business Associate” means _____ and its subsidiaries and affiliates.
- (C) “C.F.R.” means the Code of Federal Regulations, as it may be amended.
- (D) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501, which is hereby incorporated by reference. Solely for informational purposes, a “designated record set” generally includes the medical records and billing records of individuals maintained by or for a covered health care provider, the enrollment, payment, claims adjudication and case or medical management records relating to a particular Individual, as well as other Protected Health Information used, in whole or in part, by or for Covered Entity to make decisions about the individual, whether maintained by Covered Entity or a business associate. The term “record” means any item, collection or grouping of information that includes Protected Health Information.
- (E) “Disclose” or “disclose” mean release, transfer, provide access to or divulge in any other manner, information outside the entity holding the information.
- (F) “HIPAA Laws” collectively mean the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, including, without limitation, the Standards for Privacy of Individually Identifiable Health Information, C.F.R. at Title 45, Parts 160 and 164 (the “Privacy Rule”), and the Standards for the Security of Electronic PHI, C.F.R. at Title 45, Parts 160 and 164 (the “Security Rule”) as modified, supplemented, and amended from time to time.
- (G) “Individual” means the person who is the subject of the Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g), which is hereby incorporated by reference. Solely for informational purposes, a “personal representative” generally means a parent of an unemancipated minor, the executor of an individual’s estate or a person with authority to act on behalf of an adult or an emancipated minor in making decisions related to health care.
- (H) “Privacy Rule” means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. subtitle A, subchapter C, part 160 and part 164, subparts A and E, as they may be amended. When used in relation

School Employees Retirement System of Ohio
Health Care Plan and Trust

to Business Associate, the term “Privacy Rule” shall only include those provisions which apply directly to Business Associate pursuant to Section 13404(a) and (b) of the HITECH Act, as amended, and related guidance.

- (I) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, which is hereby incorporated by reference, but limited to the information created or received by Business Associate from or on behalf of Covered Entity. Solely for informational purposes, “protected health information” generally means information that directly or indirectly identifies an individual and relates to that individual’s physical or mental health or condition, provision of health care to the individual or the individual’s payment for health care.
- (J) “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. Sections 164.103 and 164.512(a), which are hereby incorporated by reference.
- (K) “Secretary” means the Secretary of the Department of Health and Human Services or her designee.
- (L) “Security Rule” means the Security Standards for the Protection of Electronic PHI at 45 C.F.R. subtitle A, subchapter C, part 160 and part 164, subparts A&C and Appendices, Addenda and Matrices included therein. When used in relation to Business Associate, “Security Rule” shall only include those provisions which apply directly to Business Associate pursuant to Section 13401(a) of the HITECH Act, as amended, and related guidance. Solely for information purposes, as of the date of this Agreement, those provisions include 45 C.F.R. §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards) and 164.316 (documentation).
- (M) “Unsuccessful Security Incidents” mean, without limitation, pings and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, any other activities that do not result in unauthorized access as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of PHI.
- (N) “Use” or “use” mean, with respect to PHI, the sharing, employment, application, utilization, examination or analysis of such information within an entity that maintains such information.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 C.F.R. §§ 160.103, 164.103, 164.304 and 164.501 (or any other relevant provisions of HIPAA). Any references to acts of Congress or statutory or regulatory provisions shall be deemed to include any amendments to such acts and any successor or renumbered provisions.

School Employees Retirement System of Ohio
Health Care Plan and Trust

- (2) **SCOPE.** This Agreement applies to all past, present and future agreements and relationships, whether written, oral or implied, between Covered Entity and Business Associate, pursuant to which Covered Entity provides PHI to Business Associate in any form or medium whatsoever. As of the Effective Date, this Agreement automatically extends to and amends all existing agreements between Covered Entity and Business Associate involving the use or disclosure of PHI. In addition, this Agreement shall automatically be incorporated by reference into all subsequent agreements between Covered Entity and Business Associate involving the use or disclosure of PHI. Any conflicts or inconsistencies between the past, present and future agreements and this Agreement shall be read and resolved in favor of this Agreement.
- (3) **PURPOSE.** This Agreement sets forth the terms and conditions pursuant to which PHI that is maintained, transmitted, disclosed, received or created by Business Associate from or on behalf of Covered Entity will be handled by Business Associate. All uses and disclosures not required by law, not authorized by this Agreement or not authorized by any other written agreement with Covered Entity or pursuant to Covered Entity's written instructions are prohibited.
- (4) **OBLIGATIONS OF BUSINESS ASSOCIATE RELATING TO THE PRIVACY RULE.**
- (A) **Limitation on Uses, Disclosures and Requests.** Business Associate shall not use, disclose or request PHI in a manner other than as permitted or required by this Agreement or as required by law. As of the Effective Date, Business Associate shall, to the extent practicable, limit its uses of, disclosures of and requests for PHI to the minimum necessary. If Business Associate uses Artificial Intelligence, it shall not use PHI or any the Plan's data for machine learning purposes.
- (B) **Appropriate Safeguards Against Disclosures of Protected Health Information.** Business Associate shall use appropriate administrative, technical and physical safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement or required by law.
- (C) **Reporting Improper Uses or Disclosures of Protected Health Information.** Business Associate shall immediately report to Covered Entity any use or disclosure of PHI of which it becomes aware that is not provided for by this Agreement.
- (D) **Mitigation.** Business Associate agrees to mitigate harmful effect that is known to Business Associate as a result of a use or disclosure of Protected Health Information by Business Associate in violation of this Agreement's requirements or that would otherwise cause a breach of unsecured Protected Health Information.
- (E) **Business Associate's Agents and Subcontractors.** Business Associate shall ensure that any agent, including a Subcontractor, to whom it provides PHI agrees to the same restrictions and conditions that apply through this

School Employees Retirement System of Ohio
Health Care Plan and Trust

Agreement to Business Associate with respect to such information. Furthermore, Business Associate shall enter into a written business associate agreement with such Subcontractor in accordance with HIPAA that provides that the Subcontractor has policies and procedures in place as described in 45 C.F.R. § 164.530(i) and has conducted a risk assessment that finds the safeguards of the Subcontractor are adequate to protect the confidentiality and integrity of the PHI against potential risks and vulnerabilities. Subcontractor shall maintain an effective monitoring and assessment procedure for Subcontractors and shall assess and monitor its Subcontractors in accordance with such procedure. Business Associate shall provide copies of written business associate agreements with Subcontractors at the request of Covered Entity.

- (F) Access to Protected Health Information. Business Associate shall make available PHI in accordance with 45 C.F.R. § 164.524.
- (G) Amendments to Protected Health Information. Business Associate shall make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 C.F.R. § 164.526.
- (H) Accounting of Certain Disclosures of Protected Health Information. Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 C.F.R. § 164.528. As of the Effective Date of this Agreement, Business Associate shall use its best efforts to assist Covered Entity in discharging its obligations to provide accountings of disclosures made for treatment, payment and healthcare operations through electronic health records to the extent required by the HITECH Act. Information shall be made available, and assistance shall be provided, solely to the extent that information is available to Business Associate, a Subcontractor or the agents of either.
- (I) Governmental Access to Business Associate's Internal Practices, Books & Records. Business Associate shall make its internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule. However, nothing in this Section 4(I) or any other provision of this Agreement shall constitute or be interpreted as a waiver of any legal privilege against disclosure.
- (J) Civil and Criminal Enforcement. Business Associate acknowledges that, effective on the Effective Date of this Agreement, it shall be liable under the civil and criminal enforcement provisions set forth at 42 U.S.C. § 1320d-5 and 1320d-6, as amended, for failure to comply with any of the use and disclosure requirements of this Agreement and any guidance issued by the Secretary from time to time with respect to such use and disclosure requirements.

School Employees Retirement System of Ohio
Health Care Plan and Trust

(5) **PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION BY BUSINESS ASSOCIATE.**

- (A) Generally. Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide the following services to Covered Entity: _____. Without limiting the foregoing, Business Associate may use or disclose PHI in connection with _____, provided that the use or disclosure would not violate the Privacy Rule. In no event shall Business Associate sell PHI or market PHI in a manner inconsistent with the HITECH Act.
- (B) Management, Administration and Legal Responsibilities of Business Associate. Business Associate may use PHI for the proper management and administration of Business Associate or for carrying out its legal responsibilities. Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are required by law, or Business Associate obtains written assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as Required by law or for the purpose for which it was disclosed to the person, and that the person will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (C) Data Aggregation. Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), which is hereby incorporated by reference. Solely for informational purposes, “data aggregation services” generally means the combination of PHI from multiple covered entities to permit the creation of data for analyses that relate to the health care operations of the respective covered entities.
- (D) De-Identified and Summary Health Information. Business Associate may use PHI to prepare de-identified information or Summary Health Information in accordance with 45 C.F.R. § 164.514(b) and 164.504(a), respectively, which are hereby incorporated by reference.
- (E) Reporting Violations of Law. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities.

(6) **OBLIGATIONS OF COVERED ENTITY RELATING TO THE PRIVACY RULE.**

- (A) Limitations in Notice of Privacy Practices. Covered Entity shall provide Business Associate with its Notice of Privacy Practices created in accordance with 45 C.F.R. § 164.520. Covered Entity shall provide Business Associate with any amendments or changes to its Notice of Privacy Practices throughout the term of this Agreement.

School Employees Retirement System of Ohio
Health Care Plan and Trust

- (B) Changes in Permission by Individuals. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent such changes may affect Business Associate's permitted or required uses or disclosures of PHI.
 - (C) Restrictions on Uses or Disclosures of Protected Health Information. Covered Entity shall notify Business Associate of any restriction on the use or disclosures of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 to the extent that such restriction may affect Business Associate's permitted or required uses or disclosures of PHI.
- (7) **OBLIGATIONS OF THE BUSINESS ASSOCIATE RELATING TO THE SECURITY RULE.**
 - (A) Safeguards. The Business Associate shall implement administrative, physical and technical safeguards, and policies and procedures that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI. Business Associate shall maintain a comprehensive security program appropriate to the size and complexity of its operations.
 - (B) Reporting Security Incidents. Business Associate shall immediately report to Covered Entity any material security incident involving electronic PHI of which it becomes aware. The parties agree that Unsuccessful Security Incidents are not material and therefore no reporting of these incidents shall be required.
- (8) **NOTIFICATION OF BREACH OF UNSECURED PROTECTED HEALTH INFORMATION.**
 - (A) Obligations of Business Associate. Business Associate shall notify Covered Entity of potential breaches of unsecured PHI held by Business Associate within two (2) business days after its discovery of the potential breaches. The Business Associate shall be responsible for any and all costs associated with the notification and mitigation of a data breach that has occurred. In the event that the Business Associate discovers a breach of unsecured PHI, the Business Associate agrees to take the following measures within ten (10) calendar days after the Business Associate discovers the breach except that the Business Associate agrees to complete the measures set forth in paragraph 4 of this subsection within the time period permitted by HIPAA:
 - 1) To notify Covered Entity of any incident involving the acquisition, access, use or disclosure of unsecured PHI in a manner not permitted under 45 C.F.R. part E. Such notice by the Business Associate shall be provided without unreasonable delay, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. For purposes of clarity for this provision, Business

School Employees Retirement System of Ohio
Health Care Plan and Trust

Associate must notify Covered Entity of any such incident within the above timeframe even if Business Associate has not conclusively determined within that time that the incident constitutes a breach as defined by HIPAA. For purposes of this Agreement, the Business Associate is deemed to have become aware of the breach as of the first day on which such breach is known or reasonably should have been known to such entity or associate of the Business Associate, including any person, other than the individual committing the breach, that is an employee, officer or other agent of the Business Associate or an associate of the Business Associate;

- 2) To include the names of the Individuals whose unsecured PHI has been, or is reasonably believed to have been, the subject of a breach;
 - 3) To complete and submit the breach notice to Covered Entity and shall provide any additional information reasonably requested by Covered Entity for purposes of investigating the breach; and
 - 4) To provide notification of any breach of unsecured PHI of which it becomes aware in violation of this Agreement to Individuals in accordance with 45 C.F.R. § 164.404, the media (as defined under the HITECH ACT) in accordance with 45 C.F.R. § 164.406, the Secretary in accordance with 45 C.F.R. § 164.408, and/or any other parties as required under HIPAA, subject to the prior review and written approval by Covered Entity of the content of such notification.
 - 5) In the event of Business Associate's use or disclosure of unsecured PHI in violation of HIPAA, Business Associate bears the burden of demonstrating that any notice as required under this Section 8 was made, including evidence demonstrating the necessity of any delay, or that the use or disclosure did not constitute a breach of unsecured PHI.
- (9) **HANDLING OF "DESIGNATED RECORD SETS."** In the event that the PHI received or created by Business Associate on behalf of Covered Entity constitutes a Designated Record Set:
- (A) Business Associate agrees, at the request of the Covered Entity or the Individual, within forty-five (45) days of receipt of such request, to incorporate any amendments to the PHI that Covered Entity directs pursuant to 45 C.F.R. §164.526 for so long as the PHI is maintained in the Designated Record Set.
 - (B) Covered Entity agrees to: (i) notify Business Associate, in writing, of any PHI Covered Entity seeks to make available to an Individual pursuant to 45 C.F.R. §164.524 and the time and manner in which Business Associate shall provide such access; and (ii) notify Business Associate, in writing, of

School Employees Retirement System of Ohio
Health Care Plan and Trust

any amendments to the PHI in the possession of Business Associate that Business Associate shall make and the time and manner in which such amendments shall be made.

(10) **TERM AND TERMINATION.**

- (A) Term. This Agreement shall be effective as of the Effective Date and shall continue until terminated in accordance with the provisions of the Agreement.
- (B) Termination For Cause. Upon either Party's knowledge of a pattern of activity or practice by the other Party that constitutes a material breach or violation of a material term of this Agreement, the non-breaching Party shall:
- 1) provide a reasonable opportunity for the breaching Party to cure the breach or end the violation, and terminate this Agreement and any underlying services agreement if the breaching Party does not cure the breach or end the violation within the time specified by the non-breaching Party; or
 - 2) immediately terminate this Agreement upon breach of a material term of this Agreement if cure is not possible.
- (C) Effect of Termination. Upon termination of this Agreement, Business Associate shall return or deliver all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. If such return or destruction is not possible after the termination of this Agreement, Business Associate shall extend the protections of this Agreement to PHI in its possession and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

(11) **INDEMNIFICATION.**

The Business Associate shall be solely responsible for, and agrees to indemnify and hold Covered Entity, and its respective employees, board members, directors, officers, agents and other members of its workforce (hereinafter the "Indemnified Party") harmless from, any and all claims, damages, causes of action, judgments, settlements, liability, costs (including reasonable attorneys' fees and costs) and expenses imposed upon or asserted against Covered Entity or an Identified Party arising out of any acts or omissions of Business Associate or its directors, officers, employees, administrators, workforce, agents and Subcontractors relating to such persons' use of, disclosure of or request for PHI contrary to the provisions of this Agreement or HIPAA. The Business Associate shall promptly notify Covered Entity of any threatened or actual actions or claims and provide such cooperation, information and assistance as Covered Entity shall request in connection therewith. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

School Employees Retirement System of Ohio
Health Care Plan and Trust

(12) **MISCELLANEOUS.**

- (A) **Regulatory References.** A reference in this Agreement to a section in the Breach Notification Rule, Privacy Rule or Security Rule means the section as in effect or as amended, and for which compliance is required. Whenever a reference is made to a specific part, subpart or section of any such rule, the reference shall be deemed to include any successor part, subpart or section with the same or a similar purpose.
- (B) **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA.
- (C) **Survival.** The respective rights and obligations under this Agreement shall survive the termination of this Agreement.
- (D) **Interpretation.** The provisions of this Agreement shall prevail over any provisions in any applicable services agreement, or any operation activity under any such agreement, that conflicts with or is inconsistent with this Agreement. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity and Business Associate to comply with HIPAA. Except to the extent superseded by federal law, this Agreement shall be governed by the law of the State of Ohio.
- (E) **No Third-Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended to confer, nor shall anything contained herein confer upon any person other than the Parties and their successors and assigns, any rights, remedies, obligations or liabilities whatsoever.
- (F) **Headings.** The headings and subheadings used in this Agreement are for convenience only and shall not be deemed controlling in any conflict involving interpretation of this Agreement.
- (G) **Separability.** If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions, and the Agreement shall be construed and enforced as if such provision had not been included.
- (H) **Independent Contractor.** Business Associate is and shall remain an independent contractor of Covered Entity under the term of this Agreement. Business Associate is not, and nothing in this Agreement shall be construed to make Business Associate, an agent, a partner or anything other than an independent contractor.
- (I) **Insurance.** Business Associate shall maintain at its own expense, insurance covering Business Associate for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Business

School Employees Retirement System of Ohio
Health Care Plan and Trust

Associate or any employee thereof. This includes but is not limited to any breach of HIPAA, HITECH, the Omnibus Final Rule or any other law or regulations governing confidentiality, privacy or security of Electronic Protected Health Information. The policy or policies comprising this insurance requirement shall together provide limits of liability of at least \$10,000,000 in the aggregate. Upon Covered Entity's request, the Business Associate shall provide the Covered Entity with a copy of all certificates or verifications of insurance evidencing the existence of the insurance coverage required by this Section. Business Associate shall require the carriers for such insurance to provide, and Business Associate shall provide, the Covered Entity prior written notice of not less than 90 days of any material change in the terms of an insurance policy or the status of an insurance policy.

- (J) Contacts. Any notice given pursuant to this Agreement shall be provided in writing to the respective HIPAA Contact at the addresses below:

For Covered Entity:

School Employees Retirement System of Ohio
300 East Broad Street, Suite 100
Columbus, Ohio 43215

Attention: _____

Phone: _____

Fax: _____

Email: _____

For Business Associate:

Attention: _____

Phone: _____

Fax: _____

Email: _____

School Employees Retirement System of Ohio
Health Care Plan and Trust

Appendix D

Draft Project Timeline

School Employees Retirement System of Ohio
Health Care Plan and Trust

The timeline for this project is dependent on outcomes from the Analysis of Program Options, Section III A 1 & 2 of the project scope. One, multiple, or no RFPs may be recommended. For budget purposes, the schedule below is representative of the work phases and components of this RFP. Analysis of program options and Board decision making may delay the timing of the release or implementation of one or more RFPs to later in the consulting period.

Phase	Scope Reference	Timing
Analysis of program options	III A 1 & 2	April-September, 2026
RFP development & release	III A 3-5	October-December, 2026
RFP process management	III B 1-9	January-March, 2027
Final decision	III B 10 & 11	April, 2027
Contract negotiation	III C 1 & 2	April-July, 2027