Request for Proposal

Vendor/Third Party Administrator for Excepted Benefit HRA, Health Insurance Marketplace and Medicaid Enrollment

NOVEMBER 2026

SCHOOL EMPLOYEES RETIREMENT SYSTEM OF OHIO
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TABLE OF CONTENTS

		Page
I.	Introduction	3
II.	Background	3
III.	Scope of Services	3
IV.	Proposal Submissions	5
V.	Selection Process	6
VI.	Tentative Timetable	7
VII.	Criteria	7
VIII.	Questionnaire	7
IX.	Terms and Conditions for RFP	8
Appendix A	Questionnaire	11
Appendix B	Contract Terms and Conditions	15
Appendix C	Business Associate Agreement	18

I. INTRODUCTION

The School Employees Retirement System of Ohio Healthcare Plan and Trust (the Plan) is requesting proposals from third-party administrators/vendors for Excepted Benefit Health Reimbursement Arrangement (HRA), enrollee plan selection counseling, Marketplace plan and Medicaid enrollment.

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 retirement, disability and survivor benefits, and access to healthcare 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.

Since 2017, SERS has sponsored an excepted benefit HRA for eligible pre-Medicare retirees, internally referred to as the Wraparound HRA. As permitted under 45 C.F.R. 146.145(b)(3)(viii), the excepted benefit HRA provides reimbursement for out-of-pocket medical expenses incurred under a Health Insurance Marketplace plan. Retirees must enroll in a Health Insurance Marketplace plan to be eligible for the Wraparound HRA.

SERS also sponsors a separate self-insured group plan for eligible pre-Medicare retirees. Retirees who qualify for Medicaid are ineligible for enrollment in the Wraparound HRA and the self-insured group plan.

Since 2023, potential enrollees not yet eligible for Medicare have been required to "counsel" with a vendor to evaluate costs and benefits of the SERS group plan versus a federally subsidized Marketplace plan with Wraparound HRA.

Links are available for the most recent SERS Annual Comprehensive Financial Report. For additional information on SERS, see www.ohsers.org

III. SCOPE OF SERVICES

SERS is seeking a qualified vendor to provide the following services:

A. Customer Service and income-based counseling/evaluation of available Plan options, Marketplace and Medicaid enrollment

- A toll-free telephone number and email address available during normal business hours, staffed by customer service representatives trained to accurately explain Plan options, SERS group plan subsidies and costs, and Marketplace plan subsidies and costs with the Wraparound HRA. Representatives will compare and assess income-based costs and

benefits of available plans based on geographic availability and costs of the SERS group plan, subsidized Marketplace plans and Medicaid if eligible.
- Support for enrollment in plans through federal or state Health Care Marketplace exchanges, ensuring timely and complete enrollment in the enrollee's selected Plan or application for Medicaid.
- Outbound phone contact to individual enrollees identified as having requested Wraparound HRA enrollment, to compare and assess income-based costs and benefits of available Plans.
- Timely and accurate Marketplace plan exchange enrollment for this group.
- For Wraparound HRA enrollees, the vendor will provide comprehensive customer support regarding HRA enrollment, benefits, claims, and reimbursements.

B. Wraparound HRA Administration
- Collaboratively design, print, and mail SERS-approved Wraparound HRA marketing, benefits and enrollment materials to all eligible participants, unless otherwise agreed among the parties, in accordance with a mutually agreed upon schedule.
- Draft or amend Plan Document or Summary Plan Description for the Excepted Benefit HRA (Wraparound HRA); description of the benefits to be provided by SERS, terms and conditions under which the Plan shall be operated and the standards and rules governing the payment of benefits under the Plan. These documents will be reviewed and approved by the Plan.
- Act as the fiduciary for the purpose of determining and reviewing Participant claims under the Wrap HRA including appeals of denied claims ("Claim Vendor"). Including providing explanation of benefits (EOB) to participants with details on denials and how to submit an appeal.
- Process and pay Wraparound plan benefits and invoice the Plan monthly for claims and PMPM administration costs. Outline additional fees for items such as enrollment, banking, or mailings.
- Provide standard claims activity reports at least monthly to the Plan.

C. File Exchange Requirements
- Accept and process daily eligibility, Wrap HRA enrollment and pre-selection HIPAA-compliant 834 files.
- Provide daily change and full files documenting Counseling, Marketplace plan Enrollment, Wrap HRA enrollment and Medicaid application statuses.

The Plan will consider only proposals for the services as described above. **Responses submitted for other 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 must be sent to the Plan by **December 17, 2026**. The Notice must 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 any 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 **January 20, 2027, 4:00 p.m., Eastern Time.** Responses received after the Response deadline will not be considered.

C. Delivery

Contact person for all responses, and communications:

Jennifer Kelley
Healthcare Program Coordinator
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 (4) copies of the Response are to be sent by mail or delivery service. Also send an electronic copy of the proposal and one electronic redacted copy of the proposal suitable for use when the Plan is responding to a Public Records Request. 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.

3. Review of the Plan's contract 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 SERS'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 applicant(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 in writing by email by the Contact person by **December 9, 2026, 4:00 p.m., Eastern Time**. Answers to emailed questions received by this deadline will be posted for all responders on the website. www.ohsers.org. Questions submitted after 4 p.m. December 9, 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.

During the evaluation of proposals, the Plan may request clarifications from any vendor under consideration and may give the vendor an opportunity to correct defects in its proposal if the Plan believes doing so does not result in a material unfair advantage and represents the best interests of the Plan.

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:	November 16, 2026
Question Deadline:	December 9, 2026
Intent to Respond:	December 17, 2026
Response to Written Questions:	December 18, 2026
RFP Response Deadline:	January 20, 2027, 4:00 p.m. EST
Implementation Begins:	January 1, 2028

The vendor selected must enter into a contract.

VII. CRITERIA

A. **The Plan will initially evaluate proposals based on the following criteria:**

1. Cost, rates, and project deliverables
2. Vendor's approach including project timetable, responsiveness to this proposal, and adequacy of the work plan
3. Vendor's understanding, experience, and familiarity with projects of similar size, scope and population
4. Qualifications and related experience of individuals assigned
5. Strength of technology, tools, expertise, and innovative solutions

B. The Plan, at its discretion, may request vendors to interview and make a presentation about their proposal. Not all respondents to this RFP may be selected to interview and make presentations. The Plan will not pay or reimburse vendors for any costs incurred in connection with interviews or presentations.

VIII. QUESTIONNAIRE

Vendors must complete the Questionnaire appearing in Appendix A. Responses to the questions should repeat the question and be answered in order. Limit each response to no more than one page, except where examples of materials are requested.

IX. TERMS AND CONDITIONS for RFP

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 and is final.

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.

The Plan may hold discussions with some or all of the vendors to further explore their proposals, the scope and nature of the services they would provide, and the various approaches they may take regarding the project. The Plan may, at its discretion, request any or all vendors to make in-person presentations at its headquarters in Columbus, OH and/or allow the Plan to make on-site visits at the offices or other facilities of vendor. Not all vendors may be selected to make presentations or host a site visit. The Plan may select a vendor on the basis of the written proposals only, and without a finalist presentation.

In making an evaluation of any proposal or making any determination with respect to the evaluation or choice of a vendor, the Plan shall not be limited to reviewing information provided by a vendor during the RFP process, and may, at the Plan's sole discretion, consider any pertinent information concerning a vendor's performance of services similar to the services requested for or on behalf of the Plan.

Mandatory Contract Terms

The contract provided by the Plan will include the following provisions with which the vendor is expected to agree. Each item in this section must be addressed by restating the item and then indicating agreement:

- Vendor shall act with respect to any transaction arising from or pertaining to its services or involving any interest of the Plan, only under the contract and shall not receive any remuneration in connection with such transaction except under the contract or as may be determined by mutual agreement of The Plan and vendor in writing in advance.
- Vendor shall disclose in advance of any work performed or recommendations provided any potential conflicts of interest that could reasonably be expected to affect the objectivity of vendor and its employees in fulfilling their duties to the Plan.
- Vendor shall comply with all applicable federal, state and local laws, including but not limited to the reporting requirements contained in Ohio Revised Code Sections 101.90 *et seq.* (concerning the Joint Legislative Ethics Committee), and Chapter 102 and related statutes (concerning the Ohio Ethics Law) in its performance of services under the agreement.
- Vendor shall warrant and represent that it 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 with respect to any contracts, including but not limited to a finder's fee, cash solicitation fee or a fee for consulting, lobbying or otherwise, except as specifically provided for in the Agreement.
- Vendor shall warrant and represent that any and all services provided by vendor, its agents, subcontractors, or assigns will be provided solely within the United States.
- Vendor shall agree that, for the duration of the contract, no substitution or replacement, neither of the project leader nor of the qualified personnel employed by the vendor, shall be made except with the written consent of the Plan. The Plan may remove the vendor at any time throughout the contract for convenience, for any violation of the contract, and/or for reassigning the project leader or any other key personnel without prior written consent of The Plan.
- Vendor shall agree that the agreement will be governed by the laws of the State of Ohio and any legal action relating to the agreement will be brought in the courts located in Franklin County, Ohio.
- Vendor will agree that all Confidential Information, including all de-identified and/or aggregated data of the Plan including without limitation, information and data related to members, healthcare participants and claims, are and will remain the property of the Plan and that the selected Vendor will maintain and use all

such records and information only in its performance of its services related to this project (with exception only for using de-identified and aggregated data for the normative database).The Vendor will not use or disclose any such records and information (including all de-identified and/or aggregated data of the Plan), for future marketing efforts or other purposes unless the Plan specifically consents in writing to a particular use or disclosure. Further, selected Vendor will encrypt all Confidential Information and PHI data in motion, as well as Confidential Information and PHI data at rest.

Appendix A
QUESTIONNAIRE

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

A. Vendor Details

1. Provide the name of the company, its principal office's address, and telephone number.

2. Provide the name, address, telephone number, FAX and email address of the company's primary contact for this proposal.

3. Provide a list of personnel who is/are proposed to provide services for this project and a description of how each individual(s) will be involved in the project and 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.

B. Work Plan

Prove a detailed description of vendor's understanding of the services requested, including:

1. A narrative that supports how the vendor is qualified to undertake the services requested in this RFP.

2. Activities that will be undertaken to achieve all processes and outcomes required in the Scope of Services.

3. Specific metrics related to the vendor's current call response time and abandonment rates, monitoring quality and accuracy of inbound and outbound contacts with potential/enrollees.

4. Confirmation that inbound and outbound calls are recorded, the applicant's current call retention period, and whether the applicant commits to providing periodic calls to SERS for review when requested.

6. How the applicant communicates updates and procedural changes with its call center staff.

7. Any use of Artificial Intelligence in the administration of benefits or the customer service function.

8. A description of any areas or processes not included in the Scope of Services that may be beneficial to SERS and rationale for recommending

these additional areas or processes.

C. Experience

1. Provide a brief description of work product(s) from prior contracts of vendor that may be relevant to the Scope of Services proposed in this RFP.
2. Provide two client references from the last five years. References should include the name, title, telephone number, and address of each person, firm, or entity, and be available for contact.

D. 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.

E. Standards of Conduct (SOC)

1. Are there any potential conflicts of interest that the vendor would have in providing the requested services to the Plan? If yes, explain.
2. List and describe any relationships and/or contacts the vendor or its officers or employees have had with any SERS Retirement Board member and/or staff member within the last 12 months.

3. Has the vendor or any officer or employee given any money 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://ethics.ohio.gov/education/factsheets/SpecificPublicProfessionsandRoles.pdf

F. Fees and Contract

1. Vendor response should be for a three-year contract period with two optional annual renewals.

2. Provide a fee schedule for all Services in this Request. Vendors are expected to propose a per member per month fee for administration of the Wraparound HRA. Vendors may propose additional volume-based fees for specific tasks associated with administering the HRA, such as per mailing.

   For all other services, vendors are expected to propose fees using a "per successful activity" basis. For example, a dollar amount per successful Marketplace Plan enrollment.

3. Attach a proposed contract. The Plan will draft the contract and will use the proposed contract in preparing the draft.

Please note that the Plan is tax-exempt, proof of which will be provided upon request.

G. The Plan's Contract Terms and Conditions

1. This document contains the standard language for The Plan's Contract Terms and Conditions for all plan services. If selected, does the vendor agree to all terms and conditions provided in Appendix B?

2. If not, please use track changes in separately posted Word version of Contract Terms and Conditions to provide any details as to the specific provisions and vendor's preferred language for Plan review.

H. Business Associate Agreement

1. Does the vendor agree to the Business Associate Agreement provided in Appendix C? If so, please sign separate attached BAA document.

2. If not, please use Track Changes in separately posted Word version of BAA to provide any details as to the specific provisions and vendor's preferred language for the Plan's review.

Appendix B
CONTRACT TERMS AND CONDITIONS

CONTRACT TERMS AND CONDITIONS

- Vendor shall act with respect to any transaction arising from or pertaining to its services or involving any interest of the Plan, only under the contract and shall not receive any remuneration in connection with such transaction except under the contract or as may be determined by mutual agreement of The Plan and vendor in writing in advance.
- Vendor shall disclose in advance of any work performed or recommendations provided any potential conflicts of interest that could reasonably be expected to affect the objectivity of vendor and its employees in fulfilling their duties to the Plan.
- Vendor shall comply with all applicable federal, state and local laws, including but not limited to the reporting requirements contained in Ohio Revised Code Sections 101.90 *et seq.* (concerning the Joint Legislative Ethics Committee), and Chapter 102 and related statutes (concerning the Ohio Ethics Law) in its performance of services under the agreement.
- Vendor shall warrant and represent that it 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 with respect to any contracts, including but not limited to a finder's fee, cash solicitation fee or a fee for consulting, lobbying or otherwise, except as specifically provided for in the Agreement.
- Vendor shall indemnify the Plan from any actual or potential claims attributable to the conduct of vendor, including costs of defense incurred by the Plan for services of legal counsel of its own selection. As an instrumentality of the state, the Plan cannot indemnify vendor.
- Vendor shall agree that, for the duration of the contract, no substitution or replacement, neither of the project leader nor of the qualified personnel employed by the vendor, shall be made except with the written consent of the Plan. The Plan may remove the vendor at any time throughout the contract for convenience, for any violation of the contract, and/or for reassigning the project leader or any other key personnel without prior written consent of the Plan.
- Vendor shall agree that the agreement will be governed by the laws of the State of Ohio and any legal action relating to the agreement will be brought in the courts located in Franklin County, Ohio.
- **Public Record Requests.** Vendor acknowledges that SERS 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 will agree that all Confidential Information, including all de-identified and/or aggregated data of the Plan including without limitation, information and data related to members, healthcare participants and claims, are and will remain

the property of the Plan and that the selected Vendor will maintain and use all such records and information only in its performance of its services related to this project (with exception only for using de-identified and aggregated data for the normative database)..The Vendor will not use or disclose any such records and information (including all de-identified and/or aggregated data of the Plan), for future marketing efforts or other purposes unless the Plan specifically consents in writing to a particular use or disclosure. Further, selected Vendor will encrypt all Confidential Information and PHI data in motion, as well as Confidential Information and PHI data at rest.

- 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 SERS, or refer to the existence of this Master Agreement in press releases, advertising or materials distributed to prospective customers.

Appendix C
Business Associate Agreement

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 on behalf of its Healthcare Plan and Trust 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 ("**SERS**") provides healthcare benefits to certain 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 services as provided in the Third-Party Administrator Excepted Benefit HRA, Marketplace and Medicaid Enrollment, November 16, 2026, 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:

(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 Vendor 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 healthcare 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 healthcare.

(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 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 healthcare to the individual or the individual's payment for healthcare.

(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.

(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 SERS' 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 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

(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 services to Covered Entity as provided in the Third-Party Administrator Excepted Benefit HRA, Marketplace and Medicaid Enrollment, November 16, 2026. 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 healthcare 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.

(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 three (3) business days after its discovery of the potential breaches. Business 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. 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 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 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) 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.

(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 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 express 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 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. By requiring such minimum insurance, Covered Entity shall not be deemed or construed to have assessed the risk that may be applicable to Business Associate under the Agreement. Business Associate shall assess its own risks and, if it deems

appropriate and/or prudent, maintain higher limits and/or broader coverage. Business Associate is not relieved of any liability or other obligations assumed or pursuant to the Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

(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: HIPAA Privacy Contact and Officer
Phone: 614-340-1316
Email: legal@ohsers.org

With copy to:

Director of Healthcare

For Business Associate:

_____
_____
_____

Attention:

Phone:

Email:

IN WITNESS WHEREOF, the parties have executed this Agreement effective upon the Effective Date set forth above.

School Employees Retirement System of Ohio ("Covered Entity")	_____ ("Business Associate") on behalf of itself, its subsidiaries & affiliates
_____ Signature	_____ Signature
By:	By:
Title:	Title:
Date:	Date: