



140 East Town Street
Columbus, Ohio 43215
John J. Gallagher, Jr., Executive Director

**REQUEST FOR PROPOSAL:
Transition of OP&F Retirees and Dependents to
Healthcare Exchanges**

RFP Number: 053117-01

**Date Issued: May 31, 2017
Proposal Submission Deadline: July 21, 2017 by 4PM (EDT)**

NOTICE

EXCEPT AS NOTED IN THIS “REQUEST FOR PROPOSAL: TRANSITION OF OP&F RETIREES AND DEPENDENTS TO HEALTHCARE EXCHANGES: 053117-01 (THE RFP),” PRIOR TO THE TIME OF A DECISION BY THE OHIO POLICE & FIRE PENSION FUND (“OP&F”), THERE SHALL BE NO COMMUNICATION OF ANY TYPE REGARDING THIS RFP, ANY ASPECT OF A RESPONSE TO THIS RFP, OR THE AWARDING OF AN AGREEMENT RELATED IN ANY WAY TO THIS RFP BETWEEN ANY PROPOSER OR PROSPECTIVE PROPOSER (THE “PROPOSER”) AND ANY (1) OP&F BOARD MEMBER, (2) OP&F EMPLOYEE, (3) CONSULTANT CURRENTLY ENGAGED BY OP&F OR EMPLOYEE OR OTHER PERSON AFFILIATED WITH OR PROVIDING SERVICES TO OR ON BEHALF OF SUCH CONSULTANT’S STAFF, (4) ELECTED OFFICIALS OR THEIR STAFF MEMBERS OR (5) OTHER PERSONS IN A POSITION TO INFLUENCE OP&F’S DECISION AT ANY TIME DURING THE RFP PROCESS IN REGARDS TO THIS RFP, A PROPOSAL, OR THE AWARDING OF AN AGREEMENT UNTIL THE AWARD IS ANNOUNCED, EXCEPT AS REQUESTED BY OP&F OR AT THE TIME SPECIFIED FOR ORAL PRESENTATIONS BY SELECTED FIRMS. ANY COMMUNICATION BY A PROPOSER IN VIOLATION OF THE FOREGOING TERMS SHALL BE CONSIDERED GROUNDS FOR AUTOMATIC DISQUALIFICATION OF THE PROPOSER.

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Section 1 – General RFP Information:

1.1 OP&F Contact Person for RFP Inquiries

The contact person at the Ohio Police & Fire Pension Fund (OP&F) for inquiries concerning this Request For Proposal (RFP) is the Procurement Manager. The Procurement Manager's contact information is:

Janeane N. Mayesky, C.P.M., A.P.P., CM
Procurement Manager
Ohio Police & Fire Pension Fund
140 East Town Street
Columbus, Ohio 43215
E-mail: rfpinquiries@op-f.org

Except as otherwise directed in this RFP, all inquiries, notices or other communications from a proposer to OP&F concerning this RFP shall be directed IN WRITING to the Procurement Manager via e-mail (rfpinquiries@op-f.org). TELEPHONE INQUIRIES CONCERNING THIS RFP WILL NOT BE ACCEPTED OR RETURNED.

1.2 Questions Regarding this RFP

All questions submitted should include the name of the proposer's **contact person** and that person's **telephone number** and **e-mail address**. All questions must be received by **4PM (EDT) on June 15, 2017**. Questions received after that time will not be considered.

Each question verbatim, or in OP&F's discretion, a paraphrased form of a question, and OP&F's response will be posted to OP&F's website (www.op-f.org). All written questions that are properly and timely submitted will be answered by **June 22, 2017**. All posted questions and responses will become an addendum to the RFP and become part of the RFP as fully set out therein. It is the proposer's responsibility to periodically check the OP&F website until the posted RFP response due date to obtain any issued addenda. OP&F will not respond directly to a proposer concerning an inquiry about this RFP.

Section 2 – General Overview of OP&F

OP&F is one of the five Ohio Retirement Systems and since 1965 has provided pension, disability, survivor benefits, and sponsors health care and prescription drug coverage (through contracts with providers) to retired eligible police officers, and firefighters and their dependents and survivors. OP&F sponsors a health care benefits plan, which includes a fully-insured AARP Medicare Supplement plan; a self-insured non-Medicare plan; a prescription drug, and voluntary dental and vision plans for its eligible members and dependents. In 2016, approximately 17,500 retirees, survivors and their dependents were enrolled in the Medicare supplement plan, 9,700 retirees, survivors and their dependents were enrolled in the non-Medicare medical plan, 10,035 participants were enrolled in the vision plan and 11,612 participants enrolled in the dental plan sponsored by OP&F. The prescription drug plan

sponsored by OP&F had 23,907 covered lives enrolled in 2016. OP&F's plans are not subject to the Employee Retirement Income Security Act of 1974.

The following electronic link provides additional information regarding the OP&F program:
<https://www.op-f.org/Information/Reports.aspx>

Section 3 – Project Overview

3.1 Background

Ohio Revised Code 742.45 provides that the Board of Trustees of OP&F may provide health care coverage for members, their spouses and dependents as the board considers appropriate. In March 2017, the OP&F Board of Trustees (the “Board”) approved moving the Medicare and non-Medicare retiree segments to a fixed subsidy benefit model in order to allow eligible members to purchase health care benefits for themselves as early as January 1, 2019.

3.2 Project Overview

OP&F is seeking an Offeror through this RFP to transition OP&F retirees and their eligible dependents to individual Medicare and non-Medicare retiree healthcare exchanges in order to maximize the purchasing power of the OP&F provided subsidy. The Offeror should have expertise and experience in transitioning Medicare and non-Medicare populations from group-sponsored plans to individual health benefit exchanges, administering exchange solutions, and providing support services to members in the selection of coverage most advantageous for their individual situation.

In the context of this RFP, the non-Medicare population segment is defined as retirees and their eligible dependents who are not yet eligible for Medicare.

OP&F reserves the right to award and implement an exchange solution for either or both the Medicare and non-Medicare membership segments of their benefit plan. Offeror responses should take this option into consideration. OP&F is willing to consider open and closed exchange solutions.

OP&F has yet to determine the vehicle that will be utilized to administer the subsidy and, throughout the proposal, has requested Offerors provide information regarding their Health Reimbursement Account (HRA) administration services and capabilities, if applicable. OP&F reserves the option to implement an exchange solution with or without an HRA component.

3.3 Project Scope

Specifically, OP&F seeks a partner that will meet the following objectives:

- Provide Medicare and/or non-Medicare retirees and dependents nationwide access to fully insured plans through exchanges
- Provide Retiree advocacy, decision making tools, calculators and resources
- Provide communication materials and resources
- Provide complete administrative support to both enrollees and OP&F
- Provide client reporting specific to OP&F activity

3.4 Project Deliverables

- **Medical and Prescription Drug Plan Selection Support:** Provide an online portal and corresponding customer service support to OP&F participants during the decision-making process when considering and selecting healthcare benefit plans; including discussions regarding the following (but not limited to): Participant's lifestyle and needs (residence, household income, budgetary restrictions, medical conditions, prescriptions, provider relationships, etc.); cost considerations (premiums, deductibles, out-of-pocket maximums, etc.) when selecting a Medicare or non-Medicare plan; comparisons between their current healthcare coverage provided by OP&F and available plan offerings on the individual marketplace. Manage families who have participants in both Medicare and non-Medicare plans.
- **Ongoing Customer Service:** Offeror will provide ongoing support including the following functions (but not limited to): inbound/outbound calls, education process (face-to-face/telephonic), enrollment process (face-to-face/telephonic), appointment scheduling, answering questions, claims resolution support, educational seminars, annual enrollment management/administration, and annual change period seminars to be carried out around the state of Ohio, etc. to OP&F staff and eligible plan participants. Offeror will also provide ongoing support and assistance to participants aging into Medicare with multiple outreach opportunities provided.

3.5 Expectations

OP&F expects to utilize an independent Offeror to perform the work specified. OP&F will be responsible for providing the Offeror with eligibility for enrollment; however, the Offeror is expected to provide the services outlined above without involvement or resources from OP&F staff. This RFP is for services related to Transition of OP&F Retirees and Dependents to Healthcare Exchanges only and should not be construed as an opportunity to sell any proposer-represented products.

While OP&F expects to have only a single point of contact, the successful Offeror may propose the use of a subcontractor(s) or joint venture partner(s). In such case, the successful Offeror will be expected to include in any agreement with a subcontractor or joint venture partner a provision that OP&F is intended to be the third party beneficiary under such

agreement with rights to enforce the agreement without joinder of the successful Offeror, which must be in a form acceptable to OP&F.

Section 4 - Detailed RFP Information

4.1 Non-Mandatory Offerors' Teleconference

A non-mandatory Offerors' teleconference for firms interested in submitting proposals will be held on June 15, 2017 at 2PM (EDT). All potential Offerors interested in participating in the Offerors' teleconference must register with OP&F by June 13, 2017 (via [e-mail: rfpinquiries@op-f.org](mailto:rfpinquiries@op-f.org)) in order to receive the conference call information. The call will start promptly at 2PM (EDT). Unregistered attendees will not be permitted. The call will last up to two hours. Attendance for the call is not a requirement for submitting a proposal. The purpose of this meeting is to provide clarifications regarding any section of the RFP.

Written questions that are properly submitted by 4PM (EDT) on June 8, 2017, will, if possible, be answered during the call. Questions will be accepted during the call and will, if possible, be answered during the call. OP&F reserves the right to supplement oral responses provided by OP&F during the Offerors' teleconference. No response to an inquiry to this RFP is final until posted on OP&F's website. However, all questions that are properly submitted by 4PM (EDT) on June 15, 2017, will be answered and posted to OP&F's website by June 22, 2017.

4.2 Clarifications Regarding this RFP

OP&F, at any time, has the right to modify and make any clarifications to this RFP and will post such modifications and/or clarifications on our website at www.op-f.org. The proposer is responsible for periodically checking the website for any additional information.

4.3 Statement of Confidentiality and Rights to Data

All information in this RFP is the property of OP&F. In consideration of your access to the information in this RFP, you agree that all information in this RFP is the property of OP&F and is confidential and will not be shared beyond the proposer's need to prepare and submit a response to this RFP. All materials submitted to OP&F by the proposer pursuant to this RFP shall be delivered to and shall become the exclusive property of OP&F.

4.4 Health Insurance Portability and Accountability Act (HIPAA)

The Offeror shall be required to execute a Business Associate Agreement. Among other requirements, such agreement shall require the successful Offeror to comply the applicable laws governing Protected Health Information (PHI) and Business Associates under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and applicable laws in the state of Ohio. The successful Offeror shall be required to ensure, in

writing, that any agent, including a subcontractor to whom it provides PHI received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreement with respect to such information.

The Offeror shall comply with all relevant Federal and State laws, regulations, and policies such as HIPAA, PHI, PII, and PCI and comply with best practices surrounding information transfer and patient confidentiality.

4.5 Contract Term

OP&F intends to enter into an Agreement with the selected Offeror transitioning the population(s) on January 1, 2019 with an initial guarantee period of three years. After the initial period through December 31, 2021, two (2) one-year “option” years may be exercised at the sole discretion of OP&F.

4.6 Glossary of Terms

- **Agreement** – Executed and Legally Binding Contract Resulting from this RFP
- **Bidder** – Organization Submitting a Bid for this Proposal
- **EDT** – Eastern Daylight Time
- **EFT** – Electronic Funds Transfer
- **ESRD** – End Stage Renal Disease
- **FIP** – Final Implementation Plan
- **HIPAA** – Health Insurance Portability and Accountability Act of 1996
- **HITECH** – Health Information Technology for Economic and Clinical Health
- **IT** – Information Technology
- **IVR** – Interactive Voice Response
- **HRA** – Health Reimbursement Account
- **MA** – Medicare Advantage Plan
- **MAPD** – Medicare Advantage / Prescription Drug Plan
- **Offeror** – Organization Submitting an Offer for this Proposal
- **OP&F** – Ohio Police & Fire Pension Fund
- **PAPM** – Per HRA Account Per Month
- **PCI** – Payment Card Industry
- **PDP** – Prescription Drug Plan
- **PHI** – Protected Health Information
- **PII** – Personally Identifiable Information
- **PMPM** – Per Member Per Month
- **Proposer** – Organization Submitting Proposal
- **RFP** – Request for Proposal
- **SNP** – Special Needs Plan
- **SSN** – Social Security Number
- **VPN** – Virtual Private Network
- **YTD** – Year to Date

4.7 RFP Contents

The RFP references the following items: RFP, including:

- Attachment A: Exchange Technical Proposal.xlsm
- Attachment B: Exchange Financial Proposal.xlsm
- Attachment C: Confidential Data
- Appendix A: Vendor Disclosure and Restrictions to Board of Trustees
- Appendix B: Reporting and Registration Requirements under Ohio Law
- Appendix C: Business Associate Agreement
- Appendix D: Confidentiality Agreement

4.8 Technical Response Format

Offerors shall submit their proposals in accordance with the requirements set forth below. Regarding the Proposal, Offerors are hereby advised of the following:

- Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Offeror's ability to meet the requirements of this RFP as outlined in Attachment A-3: Administrative Requirements. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of the OP&F's needs.
- Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by OP&F, at its discretion.
- Representations made within the proposal will be binding on the Offeror, but not OP&F. Additionally, OP&F will not be bound to act by any previous communication or proposal submitted by the Offeror other than this RFP and any proposal submitted in response to this RFP.

The Proposal shall include the following sections in the order in which they appear below. Each of the Attachments described in this section must be completed in the MS Excel format in which it is provided.

4.8.1 Transmittal Letter

A transmittal letter shall be provided with the Offeror's Technical Proposal. The letter should bear the name and address of the Offeror and the name and number of this RFP. The purpose of this letter is to transmit the Proposal(s) and acknowledge the receipt of any addenda. The transmittal letter should be brief and signed by an individual who is authorized to commit the Offeror to the services and requirements as stated in this RFP.

4.8.2 Table of Contents

The Proposal shall include a Table of Contents that lists page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections

of the Proposal and separate attachments (which shall be included in the main Table of Contents).

It is OP&F's intent to receive proposals that provide substantive content to address the specific information requested in this RFP and not pre-prepared marketing materials. If supplemental materials are included with the Proposal, each copy of the Proposal must include such supplemental materials. Supplemental information (i.e., information not required) and attachments included by the Offeror should be clearly identified in the Table of Contents and provided as a separate section.

Information which is claimed to be confidential is to be identified on a separate sheet(s) after the Table of Contents in the Offeror's Technical Proposal. Such indication shall include the section(s) and page number(s) and a brief explanation for each claim of confidentiality shall be included.

4.8.3 Attachment A: Exchange Technical Proposal.xlsm

The following exhibits are located in the MS Excel (version 2007) documents labeled *Attachment A: Exchange Technical Proposal* and *Attachment C: Confidential Data*.

Attachment A: Exchange Technical Proposal will be included with the posting on www.op-f.org. *Attachment C: Confidential Data* will be sent only to those Offerors who submit an executed Confidentiality Agreement (Appendix D).

The Offeror shall complete each of the tabs in Attachment A according to the instructions described below and any additional instructions included at the top of each worksheet.

Cells which have been highlighted in yellow require a response from the Offeror. Response types throughout the documents include selecting from a pre-set drop down menu, entering a numerical value and/or writing a brief narrative. If the cell includes a drop down menu, the Offeror shall not provide a response that is not provided in the drop down list.

Microsoft Excel will only print the first 1,024 characters in each cell. Therefore, please limit the length of your response to 1,024 characters. Additional space has been provided in Attachment A-4b: Additional Questionnaire Answers for the Offeror to continue a response from Attachment A-4a: Questionnaire.

In addition, the unlocked cells will automatically lock if the Offeror pastes an answer into a cell. This will prohibit the user from editing the cell(s) at a later time. The Offeror can use the Undo function to unlock the cell only if changes have not been saved since the paste occurred.

The electronic copy of the proposal should include Attachment A: Exchange Technical Proposal completed by the Offeror and attached as a Microsoft Excel spreadsheet.

- **Attachment A-1: Minimum Qualifications**

The Offeror shall complete Attachment A-1 by describing how the Offeror satisfies each requirement.

- **Attachment A-2: Organization Information**

The Offeror's Legal Name entered in Attachment A-2 will automatically be used to populate the Attachment A-8: Deviations & Clarifications and Attachment A-9: Signature Page, in addition to other areas of the MS Excel attachments.

The Offeror shall complete each section of Attachment A-2 as requested. References provided shall include at least one reference for which the proposed account manager currently provides service.

- **Attachment A-3: Administrative Requirements**

The Offeror shall complete the exhibit by selecting either "Agree" or "Disagree" from the drop down list next to each administrative requirement. For each requirement for which the Offeror selects "Disagree", an explanation must be provided in Attachment A-8: Deviations & Clarifications.

- **Attachment A-4: Questionnaire**

The Offeror shall answer each question in A-4a: Questionnaire completely/briefly in the space provided. If additional space is needed, the response can be continued in Attachment A-4b: Additional Answers to Questionnaire. Continued responses should be labeled clearly with both the Section number (A-4a) and the corresponding question number.

If a drop down list is available, the Offeror shall select a response from the list provided.

- **Attachment A-5: Subcontractor Questionnaire**

The Offeror shall complete one section of the Subcontractor Questionnaire for each subcontractor proposed to perform any of the administrative requirements of this Agreement.

- **Attachment A-6: Access to Carriers and Plans**

The Offeror shall complete each section of the table provided based on its book of business Exchange services. Each entry shall be a numeric value representing the number of covered lives for whom the Offeror has provided Exchange and HRA services; the number of insurance carriers offered on the Offeror's Exchange; the

number of plan offerings; and the average monthly premium for the given age/gender of the individual, plan type and geographic area.

For “Other” plan types provided, please identify the Plan Type in Attachment A-8: Deviations and Clarifications.

- **Attachment A-7: Performance Guarantees**

The Offeror shall indicate its willingness to comply with each of the performance guarantees described. For those guarantees in which the Offeror selects “Disagree” from the drop down list, an explanation for the disagreement and/or a modification to the reporting measurement must be described in Attachment A-8: Deviations & Clarifications.

The Offeror shall also provide OP&F with its proposed Amount at Risk for each performance standard. The value entered shall be entered as a dollar amount greater than or equal to zero.

- **Attachment A-8: Deviations & Clarifications**

The Offeror shall complete this attachment regardless of whether or not deviations from the administrative requirements or performance guarantees are proposed. The top right of the worksheet includes buttons for the Offeror to indicate whether or not deviations are included in the table below the signature line.

Prior to printing the final Proposal, the Offeror shall ensure that the print area of this document is set appropriately. If no deviations are claimed, then the print area shall end following the title of the individual signing the document. Otherwise, the print area shall end following the last deviation described in the table.

- **Attachment A-9: Signature Page**

The Offeror shall complete this attachment and provide documentation granting authorization for the signing officer to bind the Offeror to the agreements and representations made in the Offeror’s Proposal. Label the documentation as A-9: Authorization Documentation.

- **Response Attachments**

The following response attachments shall be included in the following order:

- A-4: Certificates of Insurance
- A-4: Financial Statements
- A-4: Financial Ratings
- A-4: Implementation Team Organizational Chart
- A-4: Implementation Team Resumes

- A-4: Implementation Plan
 - A-4: Account Management Team Organizational Chart
 - A-4: Account Management Team Resumes
 - A-4: Account Management Support
 - A-4: Sample Education Materials
 - A-4: Sample Age-in Welcome Kit
 - A-4: Communications Timeline
 - A-4: Standard Script for Plan Selection
 - A-4: Website Tool
 - A-4: HRA Plan Document Development
 - A-4: HRA Banking and Funding Schedule
 - A-4: HRA Reimbursement Process Flow
 - A-4: Participant Reports
 - A-4: System Integration
 - A-4: Sample Standard Reporting Package – Exchange
 - A-4: Sample Standard Reporting Package – HRA
 - A-4: Sample Contract
 - A-7: Performance Guarantees
 - A-9: Authorization Documentation
- **Business Associate Agreement**

The Offeror shall submit with their proposal response a completed Business Associate Agreement (Appendix C) signed by a person authorized to bind the Offeror to such agreements.

4.9 Financial Response Format

Offerors shall submit their financial proposal in accordance with the requirements set forth below. Regarding the Proposal, Offerors are hereby advised of the following:

- Each proposal shall be prepared simply and economically. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of OP&F’s needs.
- Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by OP&F, at its discretion.
- Representations made within the proposal will be binding on the Offeror, but not OP&F. Additionally, OP&F will not be bound to act by any previous communication or proposal submitted by the Offeror other than this RFP and any proposal submitted in response to this RFP.
- The financial proposal should be submitted in a **separately sealed envelope** and marked “Financial Proposal”. The Financial Proposal must be completed in the MS Excel format in which it is provided.

4.9.1 Attachment B: Exchange Financial Proposal.xlsm

The financial proposal is located in the MS Excel (version 2007) document labeled *Attachment B: Exchange Financial Proposal* and will be included with the posting on www.op-f.org.

The Offeror shall complete Attachment B-1: Financial Proposal according to the instructions described below and any additional instructions included at the top of the worksheet.

Cells which have been highlighted in yellow require a response from the Offeror. Response types may include selecting from a pre-set drop down menu or entering a numerical value. If the cell includes a drop down menu, the Offeror shall not provide a response that is not provided in the drop down list.

The electronic copy of the proposal should include Attachment B: Exchange Financial Proposal completed by the Offeror and attached as a Microsoft Excel spreadsheet.

4.9.2 Attachment B-1: Financial Proposal

The financial evaluation will be based upon the total of all proposed administrative fees proposed for the initial term of the Agreement.

- a. Individual Market Medicare Exchange services
- b. Individual Market non-Medicare Exchange services
- c. HRA Administrative services (if applicable)

For evaluation purposes only, the following enrollment assumptions will be used to calculate aggregate fees for calendar years 2018, 2019, and 2020:

- Medicare eligible retirees: 13,678
- Medicare eligible dependents: 4,391
- Non-Medicare retirees: 5,519
- Non-Medicare dependents: 3,697

All per member per month (PMPM) and per HRA account per month (PAPM) fees are to be inclusive of all costs associated with the services described in the RFP, including travel expenses.

4.9.3 Response Attachments

The following response attachment shall be included in the Financial Proposal as a MS Word or PDF document:

- B-1: Additional Revenue Sources
- B-2: Financial Guarantees

4.10 Confidential Data

If an Offeror intends to submit a proposal, they will need to request **Attachment C: Confidential Data.xlsx** from OP&F that contains non-public information (census data for the current retirees, including unique identifier, group, Medicare status, relationship to the retiree, date of birth, gender, current plan name, state and ZIP Code). Therefore, Offerors shall be required to sign the attached confidentiality agreement, which is located in Appendix D, in order to receive the non-public information.

Organizations may request the file containing Attachment C: Confidential Data.xlsx by e-mailing rfpinquiries@op-f.org, with a signed copy of the confidentiality agreement attached. Offerors should state whether they would like the file with the worksheet sent by secure e-mail or whether they will pick up a CD containing the file in person (please include the name of the person who will pick up the CD). An e-mail confirmation will be sent with further instructions. OP&F reserves the right to investigate any requests for the confidential data in order to make sure the information contained therein will be used for its intended purposes and deny any requests to provide this data at its sole discretion.

4.11 Response Submission Instructions

Proposers must submit **twelve (12) hardcopies** of their response **and one (1) electronic copy on CD or thumb drive**, in accordance with the following:

If by mail delivery (via postal service/overnight carrier) to:

Ohio Police & Fire Pension Fund
Attn: Janeane N. Mayesky, C.P.M., A.P.P., CM
Procurement Manager
140 East Town Street
Columbus, Ohio 43215

If by hand delivery to:

Ohio Police & Fire Pension Fund
Attn: Janeane N. Mayesky, C.P.M., A.P.P., CM,
Procurement Manager
140 East Town Street, Mail Services (Lower Level)
Columbus, Ohio 43215

OP&F **must receive your proposal by the stated deadline** as set forth in Section 4.12 below regardless of the postmarked date or delivery method. Please be advised that OP&F will not be responsible for delays in mail, overnight and/or hand deliveries. Late proposals will not be considered. Fax and e-mail responses will not be considered.

4.12 RFP Schedule

Significant dates for this RFP are as follows:

Item	Deadline*
RFP issued	May 31, 2017
Questions submitted in writing (for non-mandatory Offerors' teleconference)	June 8, 2017 - 4PM (EDT)
Deadline for registration for non-mandatory teleconference	June 13, 2017
Non-mandatory Offerors' teleconference	June 15, 2017 - 2PM (EDT)
OP&F posts responses to OP&F website	June 22, 2017
RFP responses due	July 21, 2017 - 4PM (EDT)
Potential finalist meetings	August 9-11, 2017
Presentation by preferred Offeror at OP&F Board of Trustees	August 28-30, 2017
Target engagement start date	October, 2017

**Please note that the schedule is subject to revision at OP&F's discretion due to unforeseen circumstances.*

4.13 Review Process

A review panel led by the Procurement Manager will analyze and evaluate the information received in response to this RFP and, when appropriate, present recommendations to the Board of Trustees through the Executive Director. Finalist firms may be asked to make oral presentations to the review committee and/or Board of Trustees. Such presentations will provide firms with an opportunity to answer questions regarding the proposal. All finalists and non-finalists will be notified by the Procurement Manager.

OP&F reserves the right to clarify responses after responses are opened by contacting any proposer for clarification, if such is deemed necessary by the Procurement Manager in his/her sole and absolute discretion.

4.14 Analysis/Evaluation Criteria

Proposals will be reviewed and evaluated within the following categories:

- professional qualifications and experience of firm and proposed staff;
- proposed deliverables, including timeline and work plans;
- ease of transition for OP&F membership;
- sample reporting and communication materials, references;
- understanding of engagement and compliance with RFP requirements; and
- cost proposal.

4.15 Additional Information

Upon completion of the analysis of the proposals, OP&F reserves the right to negotiate the final terms and conditions with the Offeror selected. Any conflict between the RFP and any response shall be resolved in favor of the RFP. Any conflict between the RFP, the response, and the Agreement shall be resolved in favor of the Agreement.

OP&F reserves the right to mail/e-mail the RFP to firms that are qualified to perform the services requested herein, even if such firm does not, on its own accord, request a copy of the RFP.

By submitting a properly executed proposal, the proposer is certifying to OP&F that the proposal submitted is valid for **180 days** after the RFP Response Due Date as set forth in Section 4.12 above, for receipt of the proposal and the proposer acknowledges that it is in agreement with the terms and conditions presented in this RFP, the exhibits, and addenda to the RFP.

OP&F reserves the right, without prejudice to reject any or all of the proposals submitted. OP&F also reserves the right, without prejudice, to award only a portion of the RFP and/or select multiple Offerors using various products that have been proposed. There is no express or implied obligation for OP&F to reimburse responding firms for any expense incurred in preparing proposals in response to this request.

Proposals will not be made available for public inspection until OP&F has made a final award. All proposals received in response to the RFP and maintained by OP&F are subject to Ohio Revised Code Chapter 149, Ohio's "Sunshine Law". The code provides exemptions for proprietary, trade secret and certain confidential information. Information not covered by the exemptions is a matter of public record and will be subject to public inspection.

This RFP is not a request for services, a contract, an Agreement, or commitment of any kind on behalf of OP&F. This RFP is not an offer on behalf of OP&F but rather a request to receive a response. The submission of a response to this RFP does not in any way obligate or commit OP&F to purchase services or products or enter into an Agreement or contract with the Offeror. OP&F will consider the response as an offer to develop an Agreement based upon the contents of the response. All responses become the property of OP&F.

Section 5.0 Terms and Conditions

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

OP&F reserves the right, at its sole and absolute 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 Offerors to the RFP.

OP&F 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. OP&F is not and will not be under any obligation to any recipient of, or any Offeror 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 an Offeror to this RFP is in OP&F's sole and absolute discretion.

Appendix A

Vendor Disclosure and Restrictions to Board of Trustees

1. A vendor shall disclose any of the following to the Board of Trustees and the Internal Auditor:
 - A. Campaign contributions valued in excess of \$100 made to any State officeholder, who appoints a member of OP&F's Board of Trustees; or
 - B. Any charitable contribution valued in excess of \$50 made at the request of any member of OP&F's Board of Trustees.
2. All vendor disclosure of contributions and gifts shall be made as follows:
 - A. Upon submission of an initial application or proposal to do business with OP&F, a summary of contributions for the previous twelve months shall be submitted.
 - B. Within 30 days of an award of a contract by OP&F, the vendor must disclose contributions made from the award date to the date of initial application or proposal to do business that was submitted to OP&F.
 - C. Annually, for the previous calendar year, which is consistent with the reporting to the Ohio Ethics Commission under Ohio Revised Code Section 742.115, in accordance with the deadlines determined by OP&F.
3. Any violation of this policy may lead to the Board of Trustees declaring the vendor disqualified from doing business with the OP&F and terminating any existing business relationship.
4. Nothing in this policy supersedes any applicable provision of the Ohio Revised Code or the terms of any agreement between the vendor and OP&F.
5. These policy requirements will be included in all contracts on or after the effective date of this policy.

Appendix B

Reporting and Registration Requirements under Ohio Law

The operation of the Ohio public pension plans is governed by specific statutes under Ohio law. These can be found in Chapters 101*, 102, 145, 742, 3307, 3309 and 5505 of the Ohio Revised Code.

Persons/entities doing business, or seeking to do business, with any of the Ohio public pension plans or making campaign contributions to, or on behalf of, a Board member or candidate for a Board position are governed by, and *may* be required to register or file reports with, the Joint Legislative Ethics Committee, the Ohio Ethics Commission, and/or the Ohio Secretary of State. The Ohio public pension plans cannot provide guidance about these requirements. To determine if these provisions apply to you, please contact the following agencies:

Joint Legislative Ethics
Committee 50 West Broad Street,
Suite 1308 Columbus, Ohio
43215 614-728-5100
<http://www.jlec-olig.state.oh.us>

Ohio Ethics Commission
East Long Street, 10th Floor
Columbus, Ohio 43215 614-
466-7090
<http://www.ethics.ohio.gov>

Ohio Secretary of State
30 East Broad Street, 14th Floor
Columbus, Ohio 43266 614-
466-4980
<http://www.state.oh.us/sos/>

The Ohio state retirement systems advocate full compliance with all applicable laws, registration and reporting requirements. The duty to comply, and to register or report as applicable, is the sole responsibility of the individual or entity conducting the activities described above.

*According to Section 101.97 of the Ohio Revised Code, a copy of which is the next page, third party marketing fees are prohibited with limited exceptions.

R. C. 101.97 Contingent compensation agreements prohibited; incentive compensation plan.

- A. Except as provided in division (B) of this section, no person shall engage any person to influence retirement system decisions or conduct retirement system lobbying activity for compensation that is contingent in any way on the outcome of a retirement system decision and no person shall accept any engagement to influence retirement system decisions or conduct retirement system lobbying activity for compensation that is contingent in any way on the outcome of a retirement system decision.

- B. Division (A) of this section does not prohibit and shall not be construed to prohibit any person from compensating the person's sales employees pursuant to an incentive compensation plan, such as commission sales, if the incentive compensation plan is the same plan used to compensate similarly situated sales employees who are not retirement system lobbyists.

Appendix C

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into on this ___ day of _____, 200__ ("effective date"), by and between the **Ohio Police and Fire Pension Fund** (hereinafter referred to as "Covered Entity"), a public pension fund created under Chapter 742 Ohio Revised Code and _____ (hereinafter referred to as "Business Associate").

RECITALS

- A. Covered Entity and Business Associate have entered into a certain Agreement for _____ ("Existing Agreement") that will make available and/or transfer to Business Associate certain Protected Health Information ("PHI") that is confidential and must be afforded special treatment and protection pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule").
- B. Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.
- C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA, the Privacy Rule and Security Rule, and other applicable laws.
- D. As part of the Privacy Rule and Security Rule, Covered Entity must enter into a contract with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 164.308(b)(1), 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement, prior to the disclosure of PHI.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

ARTICLE I Definitions

1.1. **Meaning of Terms**. Unless defined elsewhere in this Agreement, the following terms shall have the meaning ascribed to them in this Section:

- (a) **ELECTRONIC PROTECTED HEALTH INFORMATION ("E-PHI")** means PHI that is transmitted or maintained in electronic media.
- (b) **ELECTRONIC MEDIA** means: (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2)

Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

- (c) **DESIGNATED RECORD SET** shall mean a group of records maintained by or for Covered Entity that is: (a) the medical records and billing records about Individuals; or (b) used in whole or in part, by or for Covered Entity to make decisions about individuals. For these purposes, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) **HEALTH CARE OPERATIONS** shall have the same meaning given to such term in the Privacy Rule, including, but not limited to, 45 CFR § 164.501.
- (e) **HHS** shall mean the United States Department of Health and Human Services.
- (f) **INDIVIDUAL** shall mean the person who is the subject of the PHI, and shall have the same meaning as the term "individual" as defined in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- (g) **PARTIES** shall mean Business Associate and Covered Entity.
- (h) **PRIVACY RULE** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR § 160 and § 164, Subparts A and E.
- (i) **PROTECTED HEALTH INFORMATION ("PHI")** shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (j) **REQUIRED BY LAW** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- (k) **SECRETARY** shall mean the Secretary of the Department of Health and Human Services ("**HHS**") or his or her designee.
- (l) **SECURITY INCIDENT** has the meaning assigned to such term in 45 CFR § 164.304.
- (m) **SECURITY RULE** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR § 160 and § 164, Subparts A and C.

1.2. **Other Terms.** Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Any reference to a regulation or section in the Code of Federal Regulations ("CFR") shall include any corresponding regulation subsequently issued regardless of the date of issue.

ARTICLE II. General Terms

2.1. **Interpretation of Provisions.** In the event of an inconsistency between the provisions of this Agreement and the mandatory terms of the Privacy Rule or Security Rule (as may be expressly amended from time to time by the HHS or as a result of final interpretations by HHS, an applicable court, or another applicable regulatory agency with authority over the Parties), the Privacy Rule or Security Rule, as applicable, shall prevail. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entity to comply with the Privacy and Security Rules.

2.2. **Provisions Permitted by Privacy Rule and Security Rule.** Where provisions of this Agreement are different from those mandated by the Privacy Rule and Security Rule, but are nonetheless permitted by either the Privacy Rule or the Security Rule, the provisions of the Agreement shall control.

ARTICLE III. Obligations and Activities of Business Associate

3.1. **Limits on Use and Disclosure.** Business Associate agrees to not use or further disclose PHI/E-PHI other than as permitted or required by this Agreement or as Required By Law. Further, Business Associate shall use and disclose PHI/E-PHI in accordance with Covered Entity's Notice of Privacy Practices as provided by Covered Entity to Business Associate pursuant to Section 6.1.

3.2. **Safeguards.** Business Associate agrees to use reasonable and appropriate administrative, physical and technological safeguards to prevent use or disclosure of the PHI/E-PHI other than as provided for by this Agreement. Business Associate represents and warrants that it has implemented, and during the term of this Agreement shall maintain, comprehensive written privacy and security policies and procedures and the necessary administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.

3.3. **Security Safeguards.** To the extent that Business Associate receives, uses, creates, maintains and/or discloses any PHI/E-PHI for or on behalf of Covered Entity, Business Associate agrees: (i) to implement administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI/E-PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule; (ii) to notify Covered Entity if Business Associate becomes aware of a Security Incident involving the PHI/E-PHI; and (iii) to ensure that any agents or subcontractors to whom Business Associate provides such PHI/E-PHI agree to implement reasonable and appropriate safeguards to protect the PHI/E-PHI. Business Associate will comply with the Security Rule requirements set forth in Subpart C of 45 CFR Part 164, all of which are hereby incorporated into the Agreement.

3.4. **Application of Privacy Provisions.** Business Associate may use and disclose PHI/E-PHI that Business Associate obtains or creates only if such use or disclosure is in compliance with each applicable requirement of 45 CFR § 164.504(e), relating to business associate agreements. The HIPAA Rules that relate to privacy and that are made applicable with respect to Covered Entity and Business Associate are hereby incorporated into this Agreement.

3.5. **Mitigation of Harm.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI/E-PHI by Business Associate in violation of the requirements of this Agreement, the Privacy Rule or the Security Rule.

3.6. **Report of Improper Use or Disclosure or of Security Incidents.** Business Associate agrees promptly to report to Covered Entity any breach of security, intrusion, or unauthorized use or disclosure of the PHI/E-PHI not provided for by this Agreement, or any Security Incident of which Business Associate (or any of its agents or Subcontractors) becomes aware. Such report shall be in writing and shall be reported to Covered Entity as soon as practicable after Business Associate becomes aware of such use or disclosure or Security Incident, but in no event more than three (3) business days following such date. Business Associate shall take prompt corrective action to cure any such deficiencies and any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3.7. **Report of Breach of Unsecured PHI/E-PHI.** In addition to the general obligations of Business Associate under Section 3.6 regarding reporting the improper use or disclosure of PHI/E-PHI and Security Incidents, Business Associate shall also promptly notify Covered Entity of a Breach of Unsecured PHI/E-PHI within three (3) business days of when Business Associate discovers such Breach. A Breach shall be treated as discovered by Business Associate as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate. Business Associate's notification shall be in writing and shall include identification of each Individual whose Unsecured PHI/E-PHI has been, or is reasonably believed by Business Associate to have been subject to the Breach. Business Associate shall include the following information in its notification of Breach to Covered Entity:

- (a) A description of the Breach, including the date of the Breach and the date of the discovery of the Breach, if known;
- (b) A description of the types of Unsecured PHI/E-PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, credit card numbers, diagnosis, disability code or other types of PHI/E-PHI were involved);
- (c) Any steps that Individuals should take to protect themselves from potential harm resulting from the Breach;
- (d) A description of what Business Associate is doing to investigate the Breach, to mitigate the harm to Individuals and to protect against further Breaches; and

- (e) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll free telephone number, an e-mail address, Web site or postal address.

In the event that some of the above listed information is not known by Business Associate at the time of notification of Covered Entity of the Breach, Business Associate shall provide such information to Covered Entity as soon as it becomes available to Business Associate, but in no event later than thirty (30) days after Business Associate discovers such Breach. Business Associate shall also provide such assistance and further information with regard to the Breach to Covered Entity as reasonably requested by Covered Entity in order for Covered Entity to timely meet its notice obligations to Individuals, the media, and/or the Secretary, as applicable, under 45 CFR §§ 164.404, 164.406, and 164.408. If a notification, notice, or posting required by the Breach Notification Rule would impede a criminal investigation or cause damage to national security, such notification shall be delayed as required by law enforcement pursuant to 45 CFR § 164.412.

3.8. **Agents and Subcontractors.** Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI/E-PHI received from, or received by Business Associate on behalf of, Covered Entity, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to PHI/E-PHI. Such written agreement shall also require the agent or Subcontractor to implement reasonable and appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate, and not Covered Entity, is solely responsible for its agents' and Subcontractors' compliance under the HIPAA Rules. Business Associate shall implement and maintain appropriate sanctions, including but not limited to termination, against agents and subcontractors that violate such restrictions.

3.9. **Availability of Internal Practices, Books and Records.** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI/E-PHI received from, or received by, or created by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of Covered Entity to the Secretary, in a time and manner designated by Covered Entity or the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule. Business Associate shall notify Covered Entity, in writing, of any request by the Secretary under this Section, and shall provide Covered Entity with a copy of any PHI/E-PHI that Business Associate provides to the Secretary concurrently with providing such PHI/E-PHI to the Secretary. All costs incurred by Business Associate by providing any access or copies to Covered Entity pursuant to this Section shall be borne by Covered Entity.

3.10. **Access to Records.** If applicable, Business Associate shall provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI/E-PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual, in order to meet the requirements under 45 CFR § 164.524 with regard to providing an Individual with a right to access the Individual's PHI.

3.11. **Amendments to PHI/E-PHI.** Business Associate agrees in the time and manner designated by Covered Entity to make PHI/E-PHI contained in a Designated Record Set available for any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526 or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. If any Individual

requests an amendment of PHI/E-PHI, or a record about the Individual, contained in a designated Record Set directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

3.12. **Documentation of Disclosures.** Business Associate shall document such disclosures of PHI/E-PHI by it and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI/E-PHI in accordance with 45 CFR § 164.528. Such documentation shall be kept with regard to all disclosures of PHI/E-PHI except the following:

- (a) To carry out treatment, payment, and health care operations as provided in 45 CFR § 164.506;
- (b) To Individuals of PHI about them as provided in 45 CFR § 164.502;
- (c) Incident to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided by 45 CFR § 164.502;
- (d) Pursuant to an authorization by an Individual as provided in 45 CFR § 164.508;
- (e) For Covered Entity's facility directory or to persons involved in an Individual's care or other notification purposes as provided in 45 CFR § 164.510;
- (f) For national security or intelligence purposes as provided in 45 CFR § 164.512(k)(2);
- (g) To correctional institutions or law enforcement officials as provided in 45 CFR § 164.512(k)(5);
- (h) As part of a limited data set in accordance with 45 CFR § 164.514(e); or
- (i) That occurred prior to April 14, 2003.

For each such disclosure, Business Associate shall document the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI/E-PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure.

3.13. **Availability of Information to Respond to Request.** Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 3.12 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI/E-PHI in accordance with 45 CFR § 164.528. In the event that a request for an accounting is delivered directly to Business Associate or its agent or subcontractor by an Individual or a party other than Covered Entity, Business Associate shall within five (5) days of such request forward it to Covered Entity in writing. Business Associate shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of disclosures of PHI/E-PHI only to Covered Entity.

3.14. **Disclosure of Minimum PHI/E-PHI.** Business Associate agrees that it shall request, use and/or disclose only the minimum amount and content of PHI/E-PHI necessary to meet the requirements of the Business Associate under the Privacy Rule.

3.15. **Training.** Business Associate shall provide appropriate training to its workforce in security, privacy, and confidentiality issues and regulations relating to PHI/E-PHI.

3.16. **Response to Subpoena.** Business Associate shall promptly notify Covered Entity if it receives a subpoena or other legal process seeking the disclosure of PHI/E-PHI pursuant to 45 CFR § 164.512 of Covered Entity's members. Such notification shall be provided in a timeframe that allows Covered Entity a reasonable amount of time to respond to the subpoena, object to the subpoena, or to otherwise intervene in the action to which the subpoena pertains.

3.17. **Notification of Claims.** Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PHI/E-PHI, regardless of whether Covered Entity and/or Business Associate are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

3.18. **Notification of Claims.** Business Associate shall promptly notify Covered Entity upon notification or receipt of any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions arising out of or related to this Agreement or the PHI, regardless of whether Covered Entity and/or Business Associate are named as parties in such claims, demands, causes of action, lawsuits, or enforcement actions.

3.19. **Restrictions on Remuneration, Marketing, and Fundraising.** To the extent the Service Agreement would otherwise allow Business Associate to receive remuneration for PHI, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI as prohibited by 42 U.S.C. § 17935(d). To the extent that Business Associate is otherwise authorized under the Service Agreement to communicate about a product or service, it shall not make or cause to be made any communication about a product or service that is prohibited by 42 U.S.C. § 17936(a). To the extent that Business Associate is otherwise authorized under the Service Agreement to make a fundraising communication, it shall not make or cause to be made any written fundraising communication that is prohibited by 42 U.S.C. § 17936(b) and 45 CFR § 164.514(f).

ARTICLE IV.

Permitted Uses and Disclosures by Business Associate

4.1. **Use or Disclosure to Perform Functions, Activities, or Services.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI/E-PHI to perform those functions, activities, or services that Business Associate performs for, or on behalf of, Covered Entity pursuant to the Existing Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity. The Business Associate shall use or disclose PHI/E-PHI to assist the Covered Entity in administering the health plans sponsored by the Covered Entity and discharging its duties under Chapter 742 Ohio Revised Code; and to perform any other function requested by Covered Entity and consistent with applicable laws including, but not limited to, the Privacy Rule or Security Rule. Any such use or disclosure shall be limited to those reasons and those individuals as necessary to meet the Business Associate's obligations. In all circumstances, Business Associate shall limit such

uses and disclosures to the minimum amount of PHI/E-PHI that is necessary to fulfill those obligations.

4.2. **Disclosures to Workforce.** Business Associate shall not disclose PHI/E-PHI to any member of its workforce unless necessary to fulfill a purpose described in Section 4.1 and unless Business Associate has advised such person of Business Associate's obligations under this Agreement and of the consequences for such person and for the Business Associate of violating this Agreement. Business Associate shall take appropriate disciplinary action against any member of its workforce who uses or discloses PHI/E-PHI in contravention of its privacy obligations, including those assumed under this Agreement or the Privacy Rule.

4.3. **Other Appropriate Uses of PHI/E-PHI.** Except as otherwise limited in this Agreement, Business Associate may use PHI/E-PHI for the following purposes: (a) the proper management and administration of Business Associate; (b) to carry out the legal responsibilities of Business Associate; (c) to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR § 164.502(j)(1); or (d) as Required By Law.

4.4. **Other Appropriate Disclosures of PHI/E-PHI; Confidentiality Assurances and Notification.** Except as otherwise limited in this Agreement, Business Associate may disclose PHI/E-PHI to a third party to carry out the functions described in Section 4.1 or for the proper management and administration of Business Associate, or to carry out the legal responsibilities of Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

ARTICLE V. Indemnification and Insurance

5.1. **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity against, and reimburse Covered Entity for, any expense, loss, damages, legal fees, or costs arising out of or related to any civil or criminal claims, demands, causes of action, lawsuits, or governmental enforcement actions, whether brought by a third party or asserted by Business Associate, arising out of or related to Business Associate's acts and omissions associated with Business Associate's obligations under this Agreement or its use or disclosure of PHI/E-PHI. Such indemnification shall include, but not be limited to, the payment of all reasonable attorney fees associated with any claim, demand, action, cause of action, or lawsuit arising out of or related to such acts or omissions. In addition to the foregoing, in the event of a Breach of Unsecured PHI or similar breach or wrongful disclosure as defined by an applicable law or regulation requiring notification or other remedial action due to the breach or wrongful disclosure of PHI or other personal or financial information ("Other Breach Law") that arose out of or related to Business Associate's acts and omissions (or those of its agents or Subcontractors), Business Associate shall indemnify Covered Entity and Employer against all costs and expenses incurred by Covered Entity and Employer that are associated with complying with the notification requirements under the Breach Notification Rule or Other Breach Law. Such indemnification shall include all costs related to notifying Covered Entity, Individuals, HHS, or any other entity required to be notified by an Other Breach Law, any remediation necessitated by the Breach that is standard in the industry (e.g., credit monitoring services), any fines

or penalties arising out of the Breach, and any other actions required to be taken pursuant to the Breach Notification Rule or Other Breach Law.

5.2. **Insurance.** Business Associate shall obtain and maintain at its sole expense, and in amounts consistent with industry standards, insurance to support its indemnification obligation under Section 5.1. A certificate of insurance coverage shall be provided to Covered Entity upon request.

ARTICLE VI. Obligations of Covered Entity

6.1. **Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

6.2. **Change or Revocation of Permission.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI/E-PHI, if such changes affect Business Associate's permitted or required uses and disclosures. Business Associate shall comply with any such changes or revocations.

6.3. **Restrictions on Use or Disclosure.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI/E-PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6.4. **No Request to Use or Disclose in Impermissible Manner.** Except as necessary for the management and administrative activities of the Business Associate as allowed in Sections 4.3 and 4.4, Covered Entity shall not request Business Associate to use or disclose PHI/E-PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

ARTICLE VII. Term and Termination

7.1. **Term.** The Term of this Agreement shall be effective as of the effective date, and shall terminate when all PHI/E-PHI provided by Covered Entity to Business Associate, or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI/E-PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

7.2. **Termination with Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate of this Agreement Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Existing Agreement if Business Associate does not cure the breach or end the violation within a time period to be determined by Covered Entity after considering the nature and scope of the breach, or immediately terminate this Agreement and the Existing Agreement if Business Associate has breached a material term of this Agreement and cure is not possible. If termination of this Agreement is not feasible, Covered Entity shall report the breach to the Secretary.

7.3. **Judicial or Administrative Proceedings.** Either party may terminate this Agreement and the Existing Agreement by written notice to the other party, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the Privacy Rule, or

other security or privacy laws, or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the Privacy Rule, or any other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

7.4. **Changes in Law.** In the event of passage of a law or promulgation of a regulation or an action or investigation by any regulatory body which would prohibit the relationship between the Parties, or the operations of either party with regard to the subject of this Agreement, the Parties shall attempt in good faith to renegotiate the Agreement to delete the unlawful provision(s) so that the Agreement can continue. If the Parties are unable to renegotiate the Agreement within thirty (30) days, the Agreement and the Existing Agreement shall terminate immediately, upon written notice of either party.

7.5. **Effect of Termination.**

- (a) Except as provided in paragraph (b) of this Section 7.5, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election) all PHI/E-PHI received from Covered Entity, or received by, or created by Business Associate on behalf of Covered Entity. This provision shall apply to PHI/E-PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI/E-PHI. If Business Associate is directed to destroy the PHI/E-PHI, Business Associate shall certify in writing to Covered Entity that such PHI/E-PHI has been destroyed.
- (b) In the event that Business Associate determines that returning or destroying the PHI/E-PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's approval, which shall not be unreasonably withheld, Business Associate may retain the PHI/E-PHI, but shall extend the protections of this Agreement (including, but not limited to, Articles I, II, III, IV, and V) to such PHI/E-PHI and limit further uses and disclosures of such PHI/E-PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI/E-PHI.

**ARTICLE VIII.
Miscellaneous**

8.1. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Agreement nor any rights or obligations hereunder may be assigned, in whole or in part, without the prior written consent of the other party.

8.2. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers, or employees based upon a claimed violation of HIPAA, the Privacy Rule, or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee, or agent is named as an adverse party.

8.3. **Disclaimer.** Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI/E-PHI and its compliance with HIPAA.

8.4. **Property Rights.** All PHI/E-PHI shall be and remain the exclusive property of Covered Entity. Business Associate agrees that it acquires no title or rights to the PHI/E-PHI, including any de-identified information, as a result of this Agreement.

8.5. **Liability Limitations/Exclusions.** Any limitations on liabilities or exclusions from liability previously agreed upon shall not be applicable to breaches of this Agreement, HIPAA, the Privacy Rule and other confidentiality and privacy requirements regarding PHI/E-PHI under this Agreement.

8.6. **Injunctive Relief.** Business Associate agrees that this Agreement is necessary to protect the value of the PHI/E-PHI, and Business Associate covenants that any breach of this Agreement shall result in irreparable damage to Covered Entity to which Covered Entity shall have no adequate remedy at law, and Business Associate consents to an injunction by any court of competent jurisdiction in Franklin County, Ohio in favor of Covered Entity enjoining any breach of this Agreement without the necessity of posting bond, or if bond is required, the same shall not exceed one hundred dollars, without prejudice to any other right or remedy to which Covered Entity may be entitled.

8.7. **Right to Cure.** Business Associate agrees that Covered Entity has the right, but not the obligation, to cure any and all breaches of Business Associate's privacy, security and confidentiality obligations under this Agreement. Any expenses or costs associated with Covered Entity's cure of Business Associate's breach(es) shall be borne solely by Business Associate.

8.8. **Survival.** The respective rights and obligations of Business Associate under Articles I, II, III, IV, V, and VIII and Section 7.5 of this Agreement shall survive the termination of this Agreement.

8.9. **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 Privacy Rule, Security Rule or HIPAA.

8.10. **Regulatory References.** A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

8.11. **Entire Agreement.** This document, together with any written Schedules, amendments and addenda, constitute the entire agreement of the Parties and supersedes all prior oral and written agreements or understandings between them with respect to the matters provided for herein.

8.12. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio to the extent that the provisions of HIPAA or the Privacy Rule do not preempt the laws of the State of Ohio.

8.13. **Modifications.** Any modifications to this Agreement shall be valid only if made in writing and signed by a duly authorized agent of both Parties.

8.14. **Notice.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision, as follows:

If to Covered Entity:

If to Business Associate:

Director of Member Services
Ohio Police & Fire Pension Fund
140 East Town Street
Columbus, OH 43215
with a copy to:

General Counsel at the same
address

8.15. **Severability.** The Parties agree that if a court determines, contrary to the intent of the Parties, that any of the provisions or terms of this Agreement are unreasonable or contrary to public policy, or invalid or unenforceable for any reason in fact, law, or equity, such unenforceability or validity shall not affect the enforceability or validity of the remaining provisions and terms of this Agreement. Should any particular provision of this Agreement be held unreasonable or unenforceable for any reason, then such provision shall be given effect and enforced to the fullest extent that would be reasonable and enforceable.

8.16. **Waiver of Breach.** No failure or delay by either party in exercising its rights under this Agreement shall operate as a waiver of such rights, and no waiver of any breach shall constitute a waiver of any prior, concurrent, or subsequent breach.

8.17. **Titles.** Titles or headings are used in this Agreement for reference only and shall not have any effect on the construction or legal effect of this Agreement.

8.18. **Independent Contractors.** For purposes of this Agreement, Covered Entity and Business Associate are and will act at all times as independent contractors. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create, any relationship other than that of independent entities contracting with each other for the purpose of effecting this Agreement. None of the provisions of this Agreement shall establish or be deemed or construed to establish any partnership, agency, employment agreement or joint venture between the Parties.

8.19. **No Third Party Beneficiaries.** It is the intent of the Parties that this Agreement is to be effective only in regards to their rights and obligations with respect to each other. It is expressly not the intent of the Parties to create any independent rights in any third party or to make any third-party beneficiary of this Agreement and no privity of contract shall exist between third parties and each party.

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.

Covered Entity:

Business Associate:

Ohio Police & Fire Pension Fund

By: _____
John J. Gallagher, Jr.
Executive Director

By: _____

Its: _____

Appendix D

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective this ____ day of _____, 2017 (the "Effective Date"), by and between **Ohio Police & Fire Pension Fund**, a public pension fund created under Chapter 742 Ohio Revised Code with its offices at 140 East Town Street, Columbus, OH 43215 ("OP&F"), and _____ with offices at _____ (the "Recipient") authorized to do business in the State of Ohio.

Background Information

- A. OP&F is in the process of evaluating certain potential services to be provided by Recipient in connection with the review of facilitating the most advantageous arrangement for its Medicare and Non-Medicare eligible members and their dependents to maximize the purchasing power of an OP&F provided subsidy in the private, individual Medicare and non-Medicare exchanges by Recipient and related matters (the "Services").
- B. The data and information that OP&F expects to provide to Recipient for use in evaluating the Services is confidential and not public data and the parties desire to enter into a Confidentiality Agreement to set forth their respective duties and obligations regarding OP&F's data and information.

Provisions

NOW, THEREFORE, in consideration of the foregoing Background Information, which is incorporated by this reference as if fully re-written herein and the mutual covenants and provisions set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. Confidential Information. As used in this Agreement, "Confidential Information" shall mean any and all technical and non-technical information about OP&F, including, but not limited to data and information processed by OP&F in connection with evaluating the services. The Recipient hereby agrees to abide by OP&F's determination that such information is Confidential Information and that the same is of a special and unique nature and value, important and material, that it gravely affects the effective and successful conduct of the business and that it may include personal identification information or other information of OP&F, OP&F employees or OP&F members that is to be maintained as confidential.

Section 2. Preservation of Confidentiality. All Confidential Information (a) supplied by any employee of OP&F to the Recipient or any employee, agent, officer, director, shareholder, independent contractor or representative of the Recipient (collectively, the "Representatives"), (b) obtained by the Recipient or any Representatives from any documents, meetings or telephone conversations with OP&F's employees or agents or from books or records of OP&F, (c) obtained by the Recipient or any Representatives or in any other manner, or (d) jointly or individually developed by OP&F and/or Recipient shall be protected and maintained by the Recipient on a confidential basis and the Recipient

shall not use any of the Confidential Information for any purposes (other than as permitted by this Agreement). The Recipient shall refrain from directly or indirectly disclosing any of the Confidential Information to any person, firm, fund, or entity, or knowingly making any Confidential Information available to any others for any use (other than as permitted by this Agreement). Failure to mark any of the Confidential Information as confidential or proprietary shall not affect its status as Confidential Information. In furtherance and not in limitation of the foregoing provisions, the Recipient shall:

- (a) Restrict disclosure of the Confidential Information only to those of the persons as may be absolutely necessary;
- (b) Advise all persons to whom Confidential Information is disclosed of the strict obligations of confidentiality hereunder; and
- (c) Take such steps to protect the confidentiality of the Confidential Information as may be taken to protect the Recipient's own confidential materials, including the execution of the Acknowledgement set forth below by such persons prior to the disclosure of Confidential Information, but in no event shall the Recipient use less than a reasonable degree of care.

Section 3. Ownership of Information. All information learned or developed pursuant to this Agreement shall be "Confidential Information" as defined in this Agreement and shall be the property of OP&F.

Section 4. Information Not Covered Under This Agreement. This Agreement shall not apply to specific information if:

- (a) The information is or later becomes generally available to the public, except as a result of an unauthorized disclosure by the Recipient or Representatives;
- (b) OP&F gives its prior written consent to the disclosure of information or the waiver of any provision of this Agreement; or
- (c) The information is disclosed to the Recipient by a third party (except an employee or former employee of Recipient or its affiliates) who is not under a legal restriction not to so disclose such information.

Section 5. Fulfillment of Purpose. When requested by OP&F, the Recipient shall:

- (a) Return all documents, copies of documents, computer records and other means of recording or storing Confidential Information to OP&F within five (5) calendar days or, at Recipient's option, destroy all such items;
- (b) Certify in writing to OP&F that the Recipient has so complied; and
- (c) Not use or disclose the Confidential Information or transact business in any manner based upon the Confidential Information.

Section 12. Injunctive Relief. The Recipient agrees that this Agreement is necessary to protect the value of the Confidential Information, and the Recipient covenants that any breach of this Agreement shall result in irreparable damage to OP&F to which OP&F shall have no adequate remedy at law, and the Recipient consents to an injunction by any court of competent jurisdiction in Franklin County, Ohio in favor of OP&F enjoining any breach of this Agreement without the necessity of posting bond, or if bond is required, the same shall not exceed one hundred dollars, without prejudice to any other right or remedy to which OP&F may be entitled.

Section 13. Governing Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Ohio (regardless of the laws that might be applicable under principles of conflicts of law) as to all matters, including but not limited to, matters of validity, construction, effect and performance.

Section 14. Gender and Number. Words of any gender shall include the other gender and the neuter. Whenever the singular is used, the same shall include the plural wherever appropriate, and whenever the plural is used, the same shall also include the singular wherever appropriate. Without limiting the generality of the foregoing, the plural form of any term that is defined in the singular shall mean collectively all items so defined and the singular form of any term that is defined in the plural shall mean singly each item so defined.

Section 15. References. All references in this Agreement to particular sections, subsections or articles shall, unless expressly otherwise provided, or unless the context otherwise requires, be deemed to refer to the specific sections or articles in this Agreement. The words “herein”, “hereof”, “hereunder”, “hereinabove” and other words of similar import refer to this Agreement as a whole and not to any particular section, subsection or article hereof. Whenever a party to this Agreement agrees or is under an obligation not to unreasonably withhold its consent or approval to any matter, it shall be construed that such party is obligated not to unreasonably withhold, delay or condition its consent or approval. All capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them to in the Procurement Agreement.

Section 16. Illustrative Terms. Whenever the word “including”, “includes” or any variation thereof is used herein, such term shall be construed as a term of illustration and not a term of limitation. For example, the term “including” shall be deemed to mean “including, without limitation”, and the term “includes” shall be deemed to mean “includes, without limitation”.

Section 17. Joint Preparation. This Agreement shall not be construed more strictly against any party because the party or its legal representatives participated in its drafting.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

OP&F:

Ohio Police and Fire Pension Fund

By: _____
John J. Gallagher, Jr., Executive Director

Recipient:

By: _____

Its: _____

ACKNOWLEDGEMENT

The undersigned are among the Representatives (as such term is defined in this Amended and Restated Confidentiality Agreement) covered by the terms of this Agreement and acknowledge that each has read the Confidentiality Agreement effective _____, 2017 and agrees to be bound by the terms hereof and will respect and act in accordance with these documents, both during employment with the Recipient and thereafter should such person's relationship terminate and, in any case, each of the undersigned agree to return any materials containing Confidential Information when requested to do so by Recipient or OP&F.

Print Name:
Dated: _____

Print Name:
Dated: _____

Print Name: _____
Dated: _____

Print Name: _____
Dated: _____

SCHEDULE A

The Ohio Police and Fire Pension Fund's Standard Requirements

Recipient agrees that all persons furnished by Recipient shall be considered Recipient's employees or agents and that Recipient shall be responsible for payment of all unemployment, social security and other payroll taxes, including withholdings from them required by law.

Insurance Requirements

Commercial General Liability: Recipient agrees to maintain in full force and effect Commercial General Liability insurance written on the 1996 ISO Commercial General Liability occurrence form policy or its equivalent. The following minimum limits of liability shall be maintained:

\$1,000,000 per occurrence	Combined single limit for bodily injury and property damage
\$1,000,000 per occurrence	Personal and advertising injury
\$1,000,000 aggregate	Products/completed operations
\$2,000,000 aggregate per project or job	General policy aggregate
\$5,000 per person	Medical expense

If Recipient's services are to be performed in the State of Ohio, Stop Gap Liability coverage should be secured within the Commercial General Liability policy.

Workers' Compensation Insurance: Recipient agrees to maintain in full force and effect Work's Compensation insurance which provides statutory coverage for Worker's Compensation claims, and Employers' Liability insurance subject to minimum limits of:

\$1,000,000 each accident	Bodily injury by accident
\$1,000,000 each employee	Bodily injury by disease
\$500,000 policy limit	Bodily injury by disease

or, the minimum limits required by Recipient's umbrella insurer. For contracted service performed in the state of Ohio, Stop Gap Liability coverage may be maintained with Recipient's Commercial General Liability policy in lieu of securing Employers Liability protection.

Umbrella Liability Insurance: Recipient agrees to maintain in full force and effect Umbrella Liability insurance that provides excess following from coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella policy should provide minimum limits of liability of \$4,000,000.

Professional Liability Insurance: Recipient agrees to maintain in full force and aggregate limit of \$3,000,000 for the security assessment services to be rendered.

Employee Dishonesty/Crime Insurance: Recipient agrees to maintain in full force and an employee dishonesty/crime policy of insurance with an aggregate limit of \$3,000,000 and relating to the security assessment services to be rendered.

Personal Property Insurance: Any tool, equipments, materials and other personal property owned by Recipient shall be at the sole responsibility and risk of any loss, damage, or theft to such property. Any insurance the Recipient elects to maintain on Recipient's personal property and materials shall be at the sole responsibility and cost of Recipient.

Other Insurance: Client reserves the right to require Recipient to maintain other insurance coverage as deemed necessary from time to time.

Additional Insured: The requirement Commercial General Liability, Umbrella Liability, Employee Dishonesty/Crime and Professional Liability (if possible) coverage previously described shall name Client as additional insured.

Insurance Underwriters and Certificates: Each of the required insurance coverage must be written by insurance companies licensed to do business in the State of Ohio (or other state where project occurring), and A.M. Best ratings of A VIII or better.

Recipient agrees to furnish certificates of the above-mentioned insurance to Client before commencing work, and within fourteen (14) days of each renewal date of the current insurance policies. Such certificates shall state that, in the event of cancellation, material change in coverage, or non-renewal, at least thirty (30) days advance written notification shall be given to Client.