Ohio Public Employees Retirement System
(OPERS)

REQUEST FOR PROPOSAL (RFP)

For

Long-Term Care Administrator

April 8, 2013

277 East Town Street
Columbus, OH 43215-4642
1-800-222-PERS (7377)
www.opers.org
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1.0 BACKGROUND

Retirement Board

In 1935, the Ohio Public Employees Retirement System (OPERS) began a tradition of providing excellent retirement benefits for state employees. With approximately $79 billion in assets, the System provides retirement, disability, and survivor benefit programs for public employees throughout the state who are not covered by another state or local retirement system. OPERS serves more than 985,000 members of 3,700 public employers and over 184,948 retirees and surviving beneficiaries who receive monthly benefits.

Financial Information

The most recent OPERS Comprehensive Annual Financial Report is available on the OPERS website at: www.opers.org.

2.0 OVERVIEW

Ohio Public Employees Retirement System (OPERS) requests proposals for a group Long-Term Care (LTC) coverage administrator ("Administrator") to offer a group LTC program which would be offered to eligible OPERS’ retirees and their eligible dependents (collectively “Participants”). This voluntary program will be fully funded by the Participants who enroll in it.

Presently OPERS provides a hospital/medical/prescription drug program to 206,000 eligible Participants throughout the United States. OPERS’ current group long-term care program is underwritten by Prudential Insurance Company, designed to help Participants pay for the costs of long-term care. OPERS began making long-term care coverage available to all Participants in 1989. This Request for Proposal (RFP) is being issued to identify group long-term care programs appropriate to the needs of our system and its Participants.

Current enrollment in the long-term care program is 2,610 lives.

OPERS’ key objective with this RFP is to continue to include a high quality, cost-effective, fully-insured, Participant pay-all, voluntary, group long-term care program with excellent customer service in its coverage offerings, which effectively meets the needs of a diverse population. OPERS is in the market to replace its current group long-term care provider effective July 1, 2013. This RFP is to cover only new Participants effective on or after July 1, 2013.

If an Administrator is interested in obtaining additional information about OPERS, please refer to the OPERS website at www.opers.org.
3.0 SCOPE OF ENGAGEMENT

3.1 The selected Administrator must provide overall program management for the tasks outlined in this RFP, including the day-to-day management of its staff and assisting OPERS’ staff as pertaining to this program implementation. The Vendor must provide administrative support for its staff and activities. Throughout the engagement, the selected Administrator must employ project management techniques to ensure a comprehensive work plan is developed, executed, monitored, reported, and maintained.

3.2 The selected Administrator must provide and perform all services as identified in accordance with appropriate government regulations, industry standards, and those designated in this RFP. The selected Administrator must utilize qualified personnel that are able to perform the work required and specified in this RFP.

3.3 Proposing Administrators should respond clearly and completely to all requirements.

3.4 The selected Administrator must indicate a commitment to assume responsibilities and execute the program requirements no later than May 30, 2013.

3.5 The selected Administrator must coordinate and conduct LTC program activities, perform claims processing, handle appeals, maintain communications, invoice Participants, collect premiums from the Participants, and assure marketing efforts.

3.6 The selected Administrator must develop an appropriate web portal and ensure availability to Participants.

3.7 The selected Administrator must provide customer service to OPERS’ LTC program Participants.

3.8 The selected Administrator must submit periodic enrollment reports to the appropriate OPERS representative.

4.0 MINIMUM REQUIREMENTS

The following proposal requirements are mandatory. Failure to meet any of these proposal criteria will result in the disqualification of an Administrator’s proposal. For each minimum requirement listed, please confirm that your organization, if selected, is currently able to meet the requirement.

4.1. Licensed to do business as appropriate and be in good standing with the Ohio Secretary of State and in compliance with all state and federal laws.

4.2. A minimum of five (5) years of experience as a Group Long Term Care contractor, insurer or Vendor.

4.3. All work relating to this engagement must be performed within the United States, no services relating to this program may be performed off-shore, and no subcontracting of services to any off-shore companies or locations shall be allowed.
4.4 Eligibility and enrollment data must be acceptable by FTP on a monthly basis or on a more frequent basis as determined by OPERS.

4.5 A toll-free telephone customer service line must be available to all program Participants.

4.6 The option for long-term care coverage will be made available to new Participants throughout the year, and representatives of the selected Administrator shall attend OPERS’ annual open enrollment meetings for Participants.

4.7 The long-term care coverage for Participants shall be portable, such that Participants may continue coverage with premium payments even if the OPERS group contract is cancelled or terminated.

4.8 Serve as the sole point of contact for Participants or those wishing to participate in the program.

4.9 The Vendor must bill the Participants directly for the long-term care coverage. The premiums will be paid directly to the Vendor by the Participant.

5.0 PROPOSAL CONTENT

At a minimum, the proposal must include the following information. For ease of review, each requirement should be addressed in a separate section preceded by an index tab to identify the subject of the section. The proposal should be formatted on consecutively numbered pages and include a table of contents.

5.1 Cover Letter

The Vendor must include a cover letter, which will be considered an integral part of the proposal, in the form of a standard business letter, and must be signed by an individual who is authorized to bind the Vendor contractually. The cover letter must include:

5.1.1 A statement regarding the Vendor’s legal structure (e.g., an Ohio corporation), Federal tax identification number, and the principal place of business.

5.1.2 The name of the Vendor’s primary contact on this RFP and the contact’s title, address, phone and facsimile numbers and email address.

5.1.3 A statement that the Vendor’s proposal meets all of the requirements of this RFP.

5.1.4 A statement that the Vendor has not submitted its proposal with the assumption that there will be an opportunity to negotiate any aspect of the proposal.

5.1.5 A statement that the Vendor acknowledges that all documents submitted pursuant to this RFP may be subject to disclosure under Ohio’s Public Records Act. See section 7.1.
5.1.6 A statement that the Vendor acknowledges and agrees that the contract provisions contained in Attachment A shall be included in any contract with OPERS that may result from this RFP, and such contract provisions shall control in the event of any conflict.

5.2 Questionnaire

Please provide the following information.

5.2.1 Vendor’s domestic office locations, identifying which location will be assigned this project.

5.2.2 Vendor’s organizational structure, including subsidiary and affiliated companies, and joint venture relationships.

5.2.3 How many years experience does Vendor have as a long-term care provider?

5.2.4 Yes/No: Has Vendor undergone any change in its structure or ownership within the last 18 months? If yes, please describe.

5.2.5 Yes/No: Is any change in ownership or structure currently under review or being contemplated? If yes, please describe.

5.2.6 Please provide a report, study, or assessment of your company, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your firm’s strengths and weaknesses vis-à-vis your key competitors.

5.2.7 Please provide your most recent financial statements including a statement of financial position, an annual income statement and balance sheet.

5.2.8 Please describe any litigation to which your organization is currently a party. In addition, please describe any litigation that your organization has been involved in over the last three (3) years.

5.2.9 Please provide a list and describe litigation brought or threatened against your organization by existing or former clients over the past five (5) years.

5.2.10 Please describe any relationships that your organization has with vendors to OPERS, including any fees or other remuneration your organization may receive for recommending their products or services.

Company Qualifications

5.2.11 Choosing long-term care coverage can be confusing to individuals. Are there any special services you would provide to OPERS’ eligible Participants that will make this decision a positive experience?
5.2.12 OPERS places an extremely high value on the ability of a Vendor to make the first few months of a new program run smoothly. Please describe your approach to bringing a new program on line.

5.2.13 Do you have any long-term care plans targeted toward elderly Participants? If yes, please describe.

5.2.14 Explain your process for assisting individuals with applying for coverage in the case that they experience a qualifying event.

5.2.15 What is the current enrollment in your group long-term care programs?

5.2.16 How are providers reimbursed for services?

5.2.17 Explain any methods you may have for reimbursing providers of service who are not licensed professionals or facilities.

5.2.18 Explain account management and claims paying ability.

5.2.19 Provide a listing of contracted providers in Ohio, including name, city and type of provider.

5.2.20 Please provide the name, address, title, email address and telephone number of a contact person for three of your other government or corporate clients who can serve as references. Also provide information for three recent clients you no longer do business with and the reason for termination.

Program Features

5.2.21 Describe in detail each of these other program features: Deductible Period, Return of Contribution, Non-Forfeiture Option, Inflation Protection Option.

5.2.22 Describe any optional program features that may be purchased by the Participant at the time of enrollment and related costs.

5.2.23 Provide your coordination of benefits provision and describe coordination of benefits administration.

5.2.24 Indicate what elimination period options are provided under your program.

Ability to Administer Program and Meet Requirements

5.2.25 Indicate whether statutory filings will be necessary to meet the specifications outlined in this RFP. If yes, please explain what tasks and time frame may be involved.
5.2.26 Respond to the following on the initial implementation of the program.
   a. Would there be a dedicated individual or team involved in setting up the administrative procedures for the program? If so, provide name(s) and background.
   b. Would you prepare and mail all material concerning the program?
   c. Would you agree to allow OPERS final approval on all material being mailed to Participants?
   d. Assuming selection, outline the activities needed to be accomplished prior to the program’s implementation, indicating who will have the major responsibility for each activity.

5.2.27 Indicate routine and special services that would be available and how you would continue to work with OPERS and our Participants over time.

5.2.28 Describe your proposed system for distributing printed materials to OPERS’ Participants.

5.2.29 What do you recommend for ongoing communications? Please provide examples of materials previously used for group LTC enrollments, including brochures, program booklets, and manual enrollment and claim forms.

5.2.30 Describe the major features of your website in terms of general education, premium calculations and enrollment.

5.2.31 Indicate whether or not your product covers services provided in foreign countries. Under what circumstances, for what length of time, and with what level of coverage?

5.2.32 Confirm that your product provides for guaranteed renewal of policies.

5.2.33 What level of assistance will you require from OPERS for implementation, enrollment and communications?

5.3 Understanding of Engagement

5.3.1 Describe in detail your organization’s understanding of the services requested in this RFP by OPERS.

5.3.2 Describe areas or processes not included in this RFP that your organization may examine in order to provide more complete services.

5.3.3 Provide a narrative that supports why your organization believes that it is qualified to undertake the proposed engagement.
5.4 Work Plan

The proposal should set forth a work plan including:

5.4.1 A description of how the Vendor will consult with and make presentations to OPERS staff during the engagement.

5.4.2 A description of the service management and quality control procedures that your organization utilizes. The Vendor should identify and describe any anticipated potential problems, the Vendor’s approach to resolving these problems, and any special assistance that will be requested from OPERS.

5.4.3 Vendor should allow ample time to review all existing documentation pertaining to the services.

5.4.4 A tentative schedule for performing the services for OPERS including estimated hours by major task and staffing plan to include both Vendor’s and OPERS’ resources.

5.5 Deliverables

5.5.1 The Vendor shall provide a draft work plan in response to Section 5.4, outlining the projected time to complete the implementation. A final work plan must be completed within five (5) days of contract award.

5.5.2 OPERS shall have full ownership of the deliverables, including documentation and other related work projects, as applicable.

5.5.3 The Vendor will ensure that the Vendor’s subcontractors shall be obligated to assign to OPERS their ownership rights in any deliverables.

5.6 Vendor Personnel

5.6.1 Provide an organizational chart of your company. Highlight the names/positions and office location of all persons who will work on the account.

5.6.2 For each individual that you propose to assign to this engagement, please provide a narrative with the following information:
   - Employee name and title.
   - Proposed position on this engagement (manager, supervisor, officer, etc.)
   - The month and year that the employee began working for your organization.
   - Employee work history.

5.6.3 Vendor is requested to perform all services and may not subcontract without the written consent of OPERS. For each of the Vendor’s potential subcontractors, please provide a narrative with the following information:
   a. The subcontractor’s name and address.
b. A brief description of the work said subcontractor might perform.

5.6.4 Please describe your organization’s procedures in the event that a contact person assigned to this engagement leaves your organization during the term of the engagement.

5.7 References

5.7.1 The names, addresses and telephone numbers of a contact person for five (5) current clients.

5.7.2 The name and telephone number of a responsible official who may be contacted as a reference.

5.7.3 Provide a summary description of the scope of work.

5.8 Cost

Please provide a not-to-exceed, fixed fee price quote for this project showing the fee for the project in total to include any and all reimbursable expenses.

Provide cost per hour for additional service work or if hourly costs are not applicable, the deliverables that Vendor intends to provide, and the cost associated with each additional deliverable.

State whether Vendor will negotiate its proposed fee if OPERS decides negotiation is appropriate as to any aspect of the proposals, including the fee, with the finalist(s). In no case, however, will the negotiated fee be higher than the fee submitted in the proposal.

The rates assume no minimum participation requirements and a fully insured program. Rates are provided on a monthly basis.

State whether Vendor will negotiate its proposed fee if OPERS decides negotiation is appropriate as to any aspect of the proposal, including the fee, with the finalist(s). In no case, however, will the negotiated fee be higher than the fee submitted in the proposal.

5.9 Sample Contract

Please provide a sample contract for consideration if you are selected for this engagement, along with a copy of your certificate of insurance. The contract should reflect the specific scope and deliverables of this engagement as well as hourly fees for any potential work outside the scope of this engagement and response times.
5.10 Additional Information

The Vendor should provide any other information it believes relevant to the engagement.

5.11 Program Design

Submit all sample communication and education materials and a sample eligibility file layout with your proposal.

OPERS will determine eligible Participants in the long-term care program. No coverage will be provided by the long-term care program for services covered by one of the hospital/medical plans offered by OPERS.

- Coverage must be comprehensive in nature. (Coverage limited to Nursing Home only or Home Care coverage only are not “like” as compared to Prudential’s comprehensive coverage.)
- The lifetime maximum coverage should be an equal or richer coverage than the lifetime maximum under the current coverage.
- The Daily Benefit Amount (DBA) should be equal to or greater than the DBA offered under the current coverage.
- The Deductible Period should be equal to or more liberal than the deductible period under the current coverage.
- The Inflation Protection Option offered under the new program should be equal to or richer than the current coverage.
- Coverage percentages applicable to Assisted Living and Home Care should each be equal to or greater than current percentages for those coverages.
- The Participant should be allowed to upgrade coverage design options such as daily and lifetime maximums.

6.0 SELECTION CRITERIA

Proposals will be evaluated, and OPERS will make any final decision to award the contract.

During the evaluation process, OPERS may, at its discretion, request any or all Vendors to make oral presentations. Such presentations will provide Vendors with an opportunity to answer questions regarding the Vendor’s proposal. Not all Vendors may be asked to make such oral presentations.

Proposals will be evaluated based on the following criteria, (each criteria may be weighted, if desired):
- Cover Letter
- Questionnaire
- Understanding of Engagement
- Work Plan
- Deliverables
- Vendor Personnel
After evaluation of the proposals, OPERS may determine a list of finalists and may commence sequential negotiations on any aspects of the proposals OPERS deems appropriate beginning with the highest scoring finalist. If OPERS does not reach agreement with the highest scoring finalist within seven (7) calendar days, or if in the opinion of OPERS negotiations reach an impasse, OPERS may decide not to award the contract or may begin negotiations with the second highest scoring finalist. OPERS may choose to continue such negotiation schedule with subsequent finalists on the same basis until a contract is negotiated, no other finalists remain, or OPERS decides not to award the contract.

**7.0 GENERAL TERMS AND CONDITIONS FOR SUBMITTING PROPOSALS**

7.1 Vendor acknowledges that OPERS is subject to the Ohio Public Records Act, and the documents submitted pursuant to this RFP may be subject to a public records request. Accordingly, Vendor must identify any material or documents that are confidential and clearly mark those items or documents at the time of submittal. If a request for records is made that includes information Vendor has identified as confidential, OPERS will make reasonable efforts to contact Vendor in sufficient time to allow Vendor to take appropriate legal steps to protect the confidential information from disclosure. If as a result of the position taken by Vendor regarding the confidentiality of the information OPERS is assessed any damages or fees, Vendor shall indemnify OPERS for such damages or fees. If no documents or materials are identified and marked by Vendor as confidential, Vendor will be deemed to have consented to the release of the document or material, and to have waived any cause of action against OPERS resulting from the release of the documents or materials.

7.2 Regardless of cause, late proposals, in whole or in part, will not be accepted and will automatically be disqualified from further consideration. It shall be the Vendor’s sole risk to ensure delivery at the designated office by the designated time. Late proposals will not be opened and may be returned to the Vendor at the expense of the Vendor, or destroyed if so requested.

7.3 OPERS reserves the right, in its sole discretion, to amend or cancel this RFP, reject any or all proposals submitted, and to waive as to any Vendor or as to all Vendors, any informality or irregularity in a proposal or proposals or any failure to conform to the instructions in this RFP.

7.4 This RFP is not a contract, not meant to serve as a contract, and does not constitute a promise to enter into a contract.

7.5 All documents, proposals and other materials submitted in response to this RFP will become the property of OPERS and will not be returned to Vendor.
7.6. Vendor agrees to comply with all terms, conditions and requirements described in the RFP. Any failure by any responding Vendor to so comply shall be grounds for rejection of that Vendor’s proposal, as determined by OPERS in its sole discretion.

7.7. If a contract results from this RFP, neither the successful responding Vendor, nor anyone on its behalf (including its agents, affiliates, subcontractors and/or Vendors), shall publish, distribute or otherwise disseminate any press release, advertising and/or publicity matter of any type or kind (collectively “advertising material”) having any reference to OPERS, this RFP or the resulting contract, unless and until such advertising material first shall have been submitted to and approved in writing by OPERS.

7.8 OPERS will not be liable for any costs incurred by any Vendor in the RFP process.

8.0 INSTRUCTIONS FOR SUBMITTING PROPOSALS

Proposed Schedule of Events

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued</td>
<td>April 8, 2013</td>
</tr>
<tr>
<td>Pre-Proposal Questions:</td>
<td>April 10, 2013</td>
</tr>
<tr>
<td>Proposal Deadline:</td>
<td>April 22, 2013</td>
</tr>
<tr>
<td>Selection:</td>
<td>May 10, 2013</td>
</tr>
<tr>
<td>Program Effective Date:</td>
<td>July 1, 2013</td>
</tr>
</tbody>
</table>

8.1 Please provide five (5) hard copies, one redacted copy for public record requests and an electronic copy of your proposal by 1:00 Eastern Time, on April 22, 2013, to:

Jay Yoho  
Supervisor – Purchasing  
Ohio Public Employees Retirement System  
277 East Town Street  
Columbus, OH 43215-4642  
jyoho@opers.org

Proposals submitted by e-mail or fax are not acceptable and will not be considered.

8.2 Questions concerning this Request for Proposal must be submitted in writing or via e-mail to jyoho@opers.org. The question and answer period will be from April 10th to April 12th. Questions and answers will be posted on the OPERS website.

8.3 No Vendor shall attempt to communicate with OPERS concerning this RFP in any manner or at any time other than during the question and answer period (see section 8.2) or the finalist presentations, if held (see section 6). Communication with OPERS, other than as previously described, will result in immediate disqualification.

8.4 This Request for Proposal is issued on April 8, 2013. OPERS reserves the right, in its sole discretion, to amend or cancel this RFP.
The program design quoted for OPERS should follow the program design presented in the table below. The replacement coverage must be tax qualified under section 7702B of the Internal Revenue Code.

<table>
<thead>
<tr>
<th>PROGRAM FEATURES</th>
<th>Disability Grandfathered Plan</th>
<th>Tax Qualified Plan</th>
<th>Vendor’s Program</th>
</tr>
</thead>
</table>
| Eligible Participants | Benefit Recipient (BR) of Public Employees Retirement System  
BR Spouse/parents/in-laws only if the BR is receiving age and service retirement or disability retirement benefits from OPERS | Benefit Recipient of OPERS is a person who is receiving a service, disability or survivor benefit from OPERS on a monthly basis  
BR Spouse/parent/in-law/adult child | |
| Plan Model | Disability | Disability Tax Qualified | |
| Benefit Eligibility | Inability to perform at least 2 of 5 Activities of Daily Living  
(Dressing, Eating, Mobility, Toileting, Transferring) | Inability to perform at least 2 of 5 Activities of Daily Living  
(Bathing, Transferring, Dressing, Confinece, Toileting, Eating)  
- OR -  
Severe Cognitive Impairment  
(e.g., Alzheimer’s disease) | |
| Daily Maximum Benefit Amount | Current Insureds: $10 - $160 (15 enrolled)  
New Enrollments/New Hires: CLOSED PLAN | Current Insureds: $10 - $336 (4510 enrolled)  
New Enrollments/New Hires: $50 - $250 | |
| Lifetime Maximum Benefit Amount | 5 year  
New Enrollments/New Hires: CLOSED PLAN | 5 year  
New Enrollments/New Hires: $50 - $250 | |
| Daily Benefit Amount | $100/day | $100/day | |
| Benefit Payout: | Nursing Home or Hospice Care – Facility  
100% of DBA | 100% of DBA | |
<p>| Assisted Living Facility | 50% of DBA | 80% of DBA | |
| Home Health Care/Adult Day Care | 50% of DBA | 50% of DBA | |
| Hospice Care – Home | 50% of DBA | 50% of DBA | |
| Bed Reservation | 100% of DBA, unlimited | 100% of DBA 21 days per year | |
| Respite Care | Not specifically defined Cash Benefit of 50% of NH DBA can be used | Not specifically defined Cash Benefit of 50% of NH DBA can be used | |
| Cash Alternative Benefit | Not specifically defined Cash Benefit of 50% of NH DBA can be used | Not specifically defined Cash Benefit of 50% of NH DBA can be used | |</p>
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<th>Feature</th>
<th>Formal Caregiver Training</th>
<th>Private Care Management</th>
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**PROGRAM FEATURES**

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<tr>
<th>Feature</th>
<th>Disability Grandfathered Plan</th>
<th>Tax Qualified Plan</th>
<th>Vendor's Program</th>
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<td>Not specifically defined Cash Benefit of 50% of NH DBA can be used</td>
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<td>Waiting/Deductible Period</td>
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<td>90 cumulative days; no benefits paid during this period</td>
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<td>Benefits Paid During Waiting/Deductible Period</td>
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<td>Restoration of Benefits</td>
<td>Not Applicable</td>
<td>LTM restored based on all amounts paid out after 90 days of no longer being claim eligible</td>
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<tr>
<td>Future Purchase Inflation Protection</td>
<td>Offered in years ending in 0 or 5 a flat $10.00 can be taken</td>
<td>Offered every 3 years compounded at 5% annually based on the individual’s DBA</td>
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<td>Automatic Inflation Protection</td>
<td>Offered</td>
<td>Offered</td>
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<td>Premium Waiver</td>
<td>Premiums waived after satisfying Deductible Period</td>
<td>Premiums waived after satisfying Deductible Period</td>
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</tr>
<tr>
<td>Coordination with Medicare</td>
<td>Required</td>
<td>Required</td>
<td></td>
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<td>Portability</td>
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<td>Non-Forfeiture</td>
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<td>Guaranteed Issue</td>
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</table>
ATTACHMENT A

- **CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Contractor represents, warrants and covenants that: (a) it has the authority to enter into the Agreement and perform the services provided thereunder; (b) it shall comply with all applicable federal, state and local laws in providing services under the agreement, including, but not limited to the reporting requirements contained in Sections 101.90 et seq. (Joint Legislative Ethics Commission) of the Ohio Revised Code, and the laws contained in Chapter 102 (Ohio Ethics Commission) of the Ohio Revised Code governing ethical behavior, understands that the provisions apply to persons doing or seeking to do business with OPERS, and agrees to act in accordance with the requirements of such provisions; and, (c) 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 OPERS or any of its members, officers, employees, or agents, or any third party in connection with its engagement under the agreement or otherwise, including, but not limited to a finder’s fee, cash solicitation fee, or a fee for consulting, lobbying or otherwise.

- **CONFIDENTIALITY AND PUBLIC RECORDS:** Contractor shall not disclose to any other person or use any information concerning OPERS’ members, or any other confidential information obtained in providing services under the agreement, without the prior written consent of OPERS. Contractor acknowledges that OPERS is subject to the Ohio Public Records Act. If a request for records is made that includes information Contractor has identified as confidential, OPERS will make reasonable efforts to contact Contractor in sufficient time to allow Contractor to take appropriate legal steps to protect the confidential information from disclosure. If as a result of the position taken by Contractor regarding the confidentiality of the information OPERS is assessed any damages or fees, Contractor shall indemnify OPERS for such damages or fees.

- **ADVERTISING AND PUBLICITY:** Neither Contractor, nor anyone on Contractor’s behalf (including its agents, affiliates, subcontractors and/or vendors), shall publish, distribute or otherwise disseminate any press release, advertising and/or publicity matter of any type or kind (collectively “advertising material”) having any reference to OPERS or the agreement, unless and until such advertising material first shall have been submitted to and approved in writing by OPERS.

- **INDEMNIFICATION AND LEGAL ACTION:** Contractor agrees to indemnify and hold harmless OPERS, its members, officers, and employees for damages, costs, losses or any other claims arising from the negligent or intentional acts of Contractor, its officers, employees or agents under the agreement. Contractor shall reimburse OPERS for any judgments rendered against OPERS for Contractor’s actions. Contractor agrees to defend OPERS against any such claims or legal actions if called upon to do so. OPERS shall not indemnify Contractor for damages, costs, losses or any other claims of any nature that may arise under the agreement. To the extent that Contractor may be damaged or may be required to assume a liability as a direct result of the actions taken or not taken by OPERS, the parties agree that Contractor may sue or take legal action against OPERS to seek recovery of such damages.

- **GOVERNING LAW AND FORUM:** Issues concerning OPERS’ existence and/or authority shall be governed by, construed and enforced in accordance with, the laws of the State of Ohio. Any litigation arising out of or related in any way to OPERS’ existence and/or
authority shall be brought only in the state or federal courts sitting in Franklin County, Ohio, and Contractor irrevocably consents to such jurisdiction. OPERS shall not waive its right to trial by jury in any action, proceeding or counterclaim (whether based on contract, tort or otherwise) arising out of or related in any way to the agreement or the actions of either party in the negotiation, administration, performance or enforcement thereunder, unless the Ohio Attorney General consents to such waiver.