Request for Proposals

For

Voluntary Vision Programs

277 East Town Street
Columbus, Ohio  43215-4642
TABLE OF CONTENTS

A. OVERVIEW OF ENGAGEMENT ........................................ 4
B. BACKGROUND .................................................................. 5
C. SCOPE OF ENGAGEMENT ............................................... 6
D. MINIMUM REQUIREMENTS ............................................... 7
E. PROPOSAL CONTENT ...................................................... 8
   1. Cover Letter
   2. Questionnaire (GENERAL)
      Questionnaire (VISION)
   3. Understanding of Engagement
   4. Work Plan
   5. Vendor Personnel
   6. Deliverables
   7. References
   8. Cost
  10. Additional Information
      a. Current Plan Design
      b. Enrollment History
      c. Claims History
F. SELECTION CRITERIA ...................................................... 27
G. PROPOSAL SUBMISSION PROCESS................................... 27

ATTACHMENT A – Contract Provisions
ATTACHMENT B – Business Associate Agreement
ATTACHMENT C – Vision Census (posted on website)
   • Vision High Plan
   • Vision Low Plan
ATTACHMENT D - Rate Quote
A. OVERVIEW OF ENGAGEMENT

The Ohio Public Employees Retirement System (OPERS) seeks proposals in response to this Request for Proposals (RFP) for the optional vision coverages that are currently offered to eligible benefit recipients and their dependents. If OPERS awards a contract as a result of this RFP, the effective date will be January 1, 2017. The OPERS optional vision plans are available to approximately 193,000 retired benefit recipients. Current enrollment in the vision programs is 162,914 lives. Ninety percent (90%) of participants reside in Ohio. Census Attachment C is posted on the OPERS website, www.opers.org.

OPERS has offered vision coverage to eligible benefit recipients and their dependents since August 1995. At that time, the participants were offered indemnity and managed plans. Participants were first offered the choice between high and low options in 2000. The current voluntary fully insured programs still offer retirees a choice between a high and low option. The retirees who enroll in the vision programs pay 100% of the coverage premium. Summaries of the current plans of coverage can be found in Section E.10.

OPERS’ purpose of this RFP is to procure a single carrier that has the capability to provide fully insured vision programs for eligible OPERS retirees. The carrier will have a strong corporate mission, ability to provide wide access to provider networks with vision expertise including claims administration with a proven commitment to excellence in service. The fully insured vision programs will be offered to OPERS eligible benefit recipients and their dependents. The selected Vendor will have responsibility for and handle all administrative services for participant education, claims administration, and customer service for the vision programs.

Vendors who submit a proposal in response to this RFP (“Vendor(s”)”) must present vision plan designs that are equivalent to the coverage in Section E.10. Interested vendors are invited to provide a proposal in response to this RFP.

As previously stated, OPERS makes vision coverage available to OPERS’ eligible benefit recipients and their dependents. OPERS will determine eligible participants in the vision plans and the selected Vendor will receive weekly eligibility files from OPERS in a format and schedule agreed to by both parties. Participants may enroll at the time they first retire, after a qualifying event or during our annual open enrollment period, which is typically in or about October of each year. Beginning in 2016, Medicare participants can elect vision coverage options through the OPERS Medicare Connector.

This RFP will include four (4) phases:

- **Phase 1—Minimum Requirements:** Proposals must meet the Minimum Requirements contained in Section D, which OPERS will verify. Proposals that meet the Minimum Requirements will advance to Phase 2. Proposals that do not meet the Minimum Requirements will not be considered, reviewed, or evaluated.
• **Phase 2—Written Proposals:** OPERS will review and evaluate written proposals that meet the Minimum Requirements and determine, in its sole discretion, whether any Phase 2 vendors will be asked to make oral presentations. These vendors will advance to Phase 3.

• **Phase 3—Oral Presentations:** OPERS will provide clarifying questions to Phase 3 vendors asked to make oral presentations. The clarifying questions must be addressed during the oral presentations. OPERS will evaluate the oral presentations to determine, in its sole discretion, whether any Phase 3 vendors will advance to Phase 4.

• **Phase 4—Contract Negotiations:** Following evaluation of the written proposals and oral presentations, OPERS may determine a list of finalists and commence sequential negotiations as described in Section F.

**B. BACKGROUND**

**Retirement Board**

In 1935, the Ohio Public Employees Retirement System (OPERS) began a tradition of providing excellent retirement coverage for state employees. With approximately $91.2 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 1,005,000 members of 3700+ public employers and over 203,000 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:


**Vision Program Information**

The most recent vision information/summary is available online at:

https://www.opers.org/publications/retirees.shtml#vision

**C. SCOPE OF ENGAGEMENT**

The scope of services to be considered for this RFP includes the functions listed below:

• Plan and claims administration for the vision programs.
Implementation of vision program(s). The selected Vendor will commence vision programs on **January 1, 2017**.

The selected Vendor must provide both in-network as well as out-of-network coverage levels for the two (2) PPO plan design options for the vision programs that are equivalent to those in Section E.10.

The selected Vendor must make materials including claims forms, provider directories, and Summaries of Coverage/Booklets available to participants.

Provider directories, Internet-based preferred, must be current and indicate which providers are accepting new patients and which are closed to new patients. If separate network configurations are used for the proposed plan designs, directories for all networks must be available. Hard copy directories must be available to participants upon request.

If a contract is awarded as a result of this RFP, it will be for a three year term. Any renewals will be based on the selected Vendor’s performance as well as current market conditions and will not exceed the term of the original contract.

The selected Vendor must propose any rate or plan design changes no later than March 31st of each contract year to align with the current OPERS plan design and rate setting schedule. The policy’s rate change date and anniversary will fall annually on each January 1st. All plan design changes will be effective January 1st unless approved by OPERS.

The selected Vendor must be able to accept weekly electronic eligibility files via FTP and maintenance of participant and dependent enrollment, including timely and flexible enrollment processing outside of regularly scheduled updates. All data transfers must be via FTP.

Premiums for a particular month’s coverage are deducted from a retiree’s pension check and will be self-billed to the selected Vendor from OPERS. An invoice will directly correlate with a report generated by OPERS and sent to the selected Vendor on the first business day of the month for that month’s premium. The selected Vendor must deliver a monthly invoice. The selected Vendor must have capacity to electronically bill and receive payments.

The selected Vendor must be able to comply with premium retro-activity and recovery procedures. These may occur when an individual dies or loses eligibility prior to termination of their coverage or delayed processing of coverage may require retroactive premiums.

The selected Vendor will not contact any OPERS retiree with any information or material that has not been previously submitted to OPERS for review and approval.
The selected Vendor must be a Business Associate of OPERS and must comply with HIPAA privacy, security, and breach requirements.

D. MINIMUM REQUIREMENTS

The items listed in this section are mandatory proposal requirements ("Minimum Requirements"). A proposal must meet all of the Minimum Requirements or it will not be considered, reviewed or evaluated. For its proposal, a Vendor must confirm agreement with the Minimum Requirements and include the confirmation as a list on the page immediately following the cover page.

1. The Vendor must provide plan designs for the vision programs that are equivalent to the coverages in Section E.10.

2. The Vendor must perform all services within the United States. Confirm that no services for this engagement will be performed off-shore, including subcontracting for services to any off-shore companies or locations.

3. A Customer Service toll-free telephone line with access to a live representative must be available at a minimum of five (5) days a week, Monday through Friday, from 8am through 9pm EST.

E. PROPOSAL CONTENT

The proposal must include the following information, in addition to the minimum requirements described above. 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.

E. 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. It must include:

   E.1.1 A statement regarding your organization’s legal structure (e.g. an Ohio corporation), Federal tax identification number, and principal place of business.

   E.1.2 Your primary contact on this RFP, who has authority to answer questions regarding the proposal:

       Organization Name
       Contact’s Name
       Contact’s Address
       Contact’s Phone Number
       Contact’s E-mail address
       Additional Contact person
E.1.3 A statement that your proposal meets all the requirements of the RFP.

E.1.4 A statement that you have not submitted a proposal with the assumption that there will be an opportunity to negotiate any aspect of the proposal.

E.1.5 A statement that you acknowledge that all documents submitted pursuant to this request may be subject to disclosure under Ohio’s Public Records Act. See Section G, Proposal Submission Process, for further details.

E.1.6 A statement that you acknowledge and agree that all of 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.

E.1.7 A statement that you acknowledge and agree that you will be a business associate of OPERS, and agree that you will execute OPERS’ Business Associate Agreement (Attachment B).

E. 2. Questionnaire

GENERAL:

Please provide the following information:

1) Your domestic office locations, identifying which location(s) will support this engagement. If multiple offices, please identify and explain.

2) Your organizational structure, including subsidiary and affiliated companies, and joint venture relationships.

3) Yes/No: Has your organization undergone any material change in its structure or ownership within the last 18 months? If yes, please describe.

4) Yes/No: Is any material change in ownership or structure currently under review or being contemplated?

5) If available, please provide a report, study or assessment of your organization, prepared by an unbiased independent third-party source, concerning client satisfaction and measures of your organization’s strengths and weaknesses vis-à-vis your key competitors.

6) Please provide your most recent statement of financial position, to include an annual income statement and balance sheet.

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

8) Please provide a list and describe litigation brought against your organization by existing or former clients over the last five years.
9) Please describe any relationships that your organization has with current vendors to OPERS, describing any potential fees or other remuneration your organization may receive for recommending their products or services.

10) Please confirm that all administrative and other services will be provided from locations within the United States.

11) If the Vendor subscribes to a rating service such as Moody’s, Fitch Ratings, Standard and Poor’s, or A.M. Best, please provide the Vendor’s most current rating.

VISION QUESTIONNAIRE:

12) Provide a brief history of your organization, including organization history, and services provided.
   a) How long have you been providing vision coverage management services?
   b) Are these the primary activities for your organization?
   c) Is it a US owned organization?

13) What is the total current enrollment in your vision plan?

14) What is your largest plan by number of participants?

15) Indicate any quality ratings or awards from independent sources that your vision programs have received.

16) What customer service support does the Vendor provide to seniors, hard of hearing, visual impaired or mentally compromised?

17) Will Vendor assign dedicated Claims/Customer Service staff to assist OPERS’ staff members with escalated issues?

18) Explain the Vendor’s current disaster recovery program and what systems and services this program covers.

19) Discuss your website capabilities.
   a) Can participants view provider directories, schedule of coverage, related discounts, explanation of benefits, frequently asked questions?
   b) Can participants print ID cards?
   c) Can participants access specific claim information via the Vendor website to determine the status of claims and to make inquiries?
   d) Are online directories updated weekly at a minimum?
   e) Please provide the web address.
   f) Online educational information.
   g) Link from OPERS site to the Vendor’s website.
20) Describe your procedures for processing claims submitted by providers and participants.

21) Indicate your performance standards for claims administration and appeals: Provide actual results for the last two years for the vision programs.
   a) turnaround time
   b) procedural accuracy
   c) financial accuracy
   d) average call response time
   e) call abandonment rates

22) Do you have an internal quality improvement process? If so, please describe.

23) Indicate the method by which participant appeals and complaints are monitored internally and the systems designed to resolve participant's problems. Is there a specific client e-mail box that participants and clients utilize?

24) Provide sample standard reports that would be provided to OPERS for the selected fully-funded plans. For each report, specify the type of information included the frequency of reporting and the format in which the information is available (on-line, electronic, hard copy).

25) OPERS places a high value on the ability of a Vendor to make a program run smoothly. Please describe your approach to bringing a new program of this magnitude on line and provide examples of other large implementations as reference.

26) Eligibility information must be updated two (2) days following receipt of the weekly eligibility file. A discrepancy file must be returned within one business day after update.

27) Based on annual surveys, what percentage of people who use your vision programs would recommend it to friends?

28) Will Vendor conduct an annual OPERS patient satisfaction survey with OPERS specific results?

29) For the plans you are offering in your proposal, do any of these plans have the potential for an OPERS participant to encounter balanced billing?
   a) If yes, how do you minimize “balance billing” issues?
   b) What happens when a participant goes to a non-network provider?
   c) Can you guarantee that there will be no balance billing by network providers?
30) Do your Explanation of Benefit (EOB) statements protect participants from unbundled or fractionalized charges? Please explain.

31) Will you co-brand mailing materials with OPERS? If yes, is there a fee associated for co-branding mailing materials? What materials would a new participant traditionally receive?

32) Do you have scheduled communication campaigns?

33) Do you issue ID cards to participants? If you do not issue ID cards to participants, how do participants prove they are covered at point of service?

34) Will you provide a loss ratio report for each plan 90 days after the end of the plan year?

35) Do you have any vision programs targeted toward adults 60+ years old? If yes, please describe these programs.

36) Do you collect medical condition data on your vision participants?

37) Do you share the data with your clients’ health plans?

38) Do you have data management integration programs to improve and influence overall health issues?

39) Can OPERS’ participants have access to network fee discounts for a non-covered service?

40) How extensive is the plan frame selection that will be covered in full? How do you ensure that it will be uniform regardless of geographic location?

41) Is there a minimum number of frame selections mandated that must be offered to participants for all of your network providers. What percentages of frames are covered in full?

42) Is there a core selection of covered-in-full contact lenses?

43) Do you offer a Laser Vision Correction discount program? Please describe features and coverages.

44) Can participants take advantage of discounts on prescription sunglasses or a second pair of glasses?

45) Describe other standard/optional plan design features or plan enhancements (e.g., diabetic outreach).

46) Do you own and/or operate an optical laboratory or ancillary facility?
47) Provide a brief overview of your provider network(s). If multiple networks are used for the various plan designs, answer for each network.
   a) How long has the provider network been operational?
   b) Was the provider network developed entirely by your organization?
   c) Are any pieces of the network not wholly owned or operated by your organization? Describe any ownership.

48) Is your network currently operational in all 50 states? Is there any network expansion planned?

49) Submit a listing of your provider networks for the state of Ohio, as this is where approximately 90% of our retirees reside. Can retail chains be integrated into the networks upon request?

50) Provide details on your vision network relative to the actual percentage and access points in total. What percent are retail chains? What percent are private practitioners?

51) Please provide a GeoAccess report for our population based on the following standards:
   a) Urban: 2 providers within 5.0 miles
   b) Suburban: 2 providers within 10.0 miles
   c) Rural: 2 providers within 20.0 miles

52) Are all providers in a group practice counted in every location (for example is 1 provider in a group practice with 20 locations counted 20 times)?

53) Please provide the total number of national and Ohio contracted/network providers: If multiple networks are used for the various plan designs, answer for each specialty:
   a) Optometrists
   b) Ophthalmologists
   c) Retail chains

54) What is your current provider retention percentage for each network offering in your proposal? What is the average tenure?

55) Explain the nature and length of the contract between your providers and your organization.

56) Provide a history of your network growth over the past five years.

57) What is your in-network utilization rate? Please provide the percentage of claims processed in-network for your book of business in Ohio.

58) What percent of network applicants have been rejected over the past three years?
59) How do providers access eligibility/plan design information?

60) What are your notification procedures to participants when providers leave the network?

61) Describe your provider credentialing and re-credentialing process. What is your approach to build and retain your vision network? What are the selection standards?

62) What process is available for participants who want to nominate physicians to be in the network?

63) Does the network provider’s contract require negotiated fees to apply in all of the following circumstances:
   a) When a frequency limit has been exceeded;
   b) When the service provided is reimbursed based upon a less expensive alternate benefit?

64) In the event that the Vendor is selected as a finalist, OPERS may request a site visit to the Vendor’s Operational and Information System facilities. To better assist OPERS with future travel arrangements, the Vendor shall provide the following information for the Operation and Information System facilities:
   a) Physical address of the Operation Facility:
   b) Physical address of the Information Systems Data Center Facility:

**E. 3. Understanding of Engagement**

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

Please describe areas of processes, not included in the scope of this engagement that your organization may examine in order to provide more complete services and consulting support on this project.

Please provide a narrative that supports why your organization believes that it is qualified to undertake the proposed engagement.

**E. 4. Work Plan**

The proposal should set forth a work plan including:

A description of how the Vendor will consult with and make progress updates to OPERS’ staff during the implementation and the engagement.

A description of how you will manage our account and the quality control procedures to be utilized. These 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.

Confirm that there will be an assigned individual or team involved in setting up the administrative procedures for the program. Describe their role.

Confirm that there will be a designated customer service call center with a dedicated email address and issue tracking system. Describe their role.

Confirm that you will prepare and mail all material concerning the program to the participant’s primary address or a secondary address as directed and provided by the participant.

Confirm that you will have representatives at all OPERS open enrollment functions (up to two sites in one day which is typically in or about October of each year).

Assuming selection, outline the activities needed to be accomplished prior to the plan’s implementation, indicating who will have the major responsibility for each activity.

Provide a sample of participant communications (e.g., implementation communications, newsletters, provider directories). Provide print, web based and email samples.

Provide a proposed schedule for performing new plan and/or Vendor implementation services including estimated hours by major task and staffing plan to include both Vendor and OPERS resources. OPERS anticipates starting implementation activities immediately upon executing an agreement. For purposes of your sample implementation plan please assume that implementation activities will begin on June 1, 2016.

**E. 5. Vendor Personnel**

For each individual (**Account Manager, IT Lead** and **direct customer service contact**) that you propose to assign to this agreement, please provide a corporate bio or a resume containing the following information:

- Employee name and title.
- The month and year that the employee began working for your organization.
- Employee work history.

For each of the Vendor’s potential subcontractor’s, please provide a narrative with the following information:

- The subcontractor’s (organization) name and address.
- A brief description of the work subcontractors might perform.

Please describe your organization’s procedures in the event the person assigned to this engagement leaves your organization during the engagement.
E. 6. Deliverables

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

The Selected Vendor will ensure that its subcontractors shall be obligated to assign to OPERS their ownership rights in any deliverables.

E. 7. References

Please provide the name, title, address, and telephone number of a contact person for three (3) other comparable engagements. Also provide information for three (3) recent clients with whom you no longer do business.

A summary description of the scope of work for each of the references provided is also required.

E. 8. Cost

Please provide per member per month premiums for the fully insured programs in Attachment D below.

Provide detailed information regarding the initial and ongoing premium rate calculation.

How long are rates guaranteed?

Please advise if you would be willing to provide a rate cap guarantee for additional years – if so please provide the rate cap and be specific for how many years the rate caps are being offered.


The premiums must assume no minimum participation requirements and a fully insured program. All costs associated with the implementation and ongoing administration of the vision programs will be 100% incurred by the participants thru their monthly premiums.

State whether Vendor would negotiate the proposed premium if OPERS decides to negotiate any aspects of the proposals with the finalists. In no case, however, will the negotiated premium be higher than the premium submitted in the proposal.

No commissions shall be included in your quoted rates.

Please provide a sample contract that your organization would propose using if selected for this engagement, along with a copy of your certificate of insurance. Any contract that may result from this RFP must include the contract provisions included in Attachment A.

E. 10. Additional Information

Current Vision Plan Design

OPERS offers the choice of two plan designs – a low option and a high option. The participant pays 100% of the premium. The plan design is as follows:

There is NO ANNUAL DEDUCTIBLE for the vision plan.

Please note that examinations or treatments related to a medical condition such as glaucoma or cataracts are not covered. Coverage would be provided by the medical plan.

<table>
<thead>
<tr>
<th>Covered Vision Services</th>
<th>Low Option - Participant Pays</th>
<th>High Option – Participant Pays</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comprehensive eye examination</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Contact lenses examination</td>
<td>Standard = $32 copay</td>
<td>Standard = $17 copay</td>
</tr>
<tr>
<td></td>
<td>Premium = $77 copay</td>
<td>Premium = $62 copay</td>
</tr>
<tr>
<td>Frames</td>
<td>$5 copay</td>
<td>$0 copay</td>
</tr>
<tr>
<td></td>
<td>retail value to $50</td>
<td>retail value to $130</td>
</tr>
<tr>
<td>Lenses</td>
<td></td>
<td></td>
</tr>
<tr>
<td>• Single Vision</td>
<td>$5 copay</td>
<td>$0 copay</td>
</tr>
<tr>
<td>• Bifocal</td>
<td>$5 copay</td>
<td>$0 copay</td>
</tr>
<tr>
<td>• Trifocal</td>
<td>$5 copay</td>
<td>$0 copay</td>
</tr>
<tr>
<td>Contact Lenses</td>
<td>$10 copay</td>
<td>$0 copay</td>
</tr>
<tr>
<td></td>
<td>retail value to $200</td>
<td>retail value to $240</td>
</tr>
<tr>
<td>Coverage period for exams</td>
<td>12 months</td>
<td>12 months</td>
</tr>
<tr>
<td>Coverage period for frames &amp; lenses</td>
<td>24 months</td>
<td>12 months</td>
</tr>
</tbody>
</table>
### Vision Enrollment History

<table>
<thead>
<tr>
<th>Month</th>
<th>High Option</th>
<th>Low Option</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan. '13</td>
<td>117,680</td>
<td>33,025</td>
</tr>
<tr>
<td>Feb.</td>
<td>118,702</td>
<td>33,309</td>
</tr>
<tr>
<td>March</td>
<td>119,806</td>
<td>33,656</td>
</tr>
<tr>
<td>April</td>
<td>120,232</td>
<td>33,756</td>
</tr>
<tr>
<td>May</td>
<td>120,373</td>
<td>33,774</td>
</tr>
<tr>
<td>June</td>
<td>120,595</td>
<td>33,850</td>
</tr>
<tr>
<td>July</td>
<td>120,790</td>
<td>33,886</td>
</tr>
<tr>
<td>Aug.</td>
<td>120,865</td>
<td>33,914</td>
</tr>
<tr>
<td>Sept.</td>
<td>121,006</td>
<td>33,917</td>
</tr>
<tr>
<td>Oct.</td>
<td>121,337</td>
<td>34,049</td>
</tr>
<tr>
<td>Nov.</td>
<td>121,580</td>
<td>34,144</td>
</tr>
<tr>
<td>Dec.</td>
<td>121,692</td>
<td>34,180</td>
</tr>
<tr>
<td>Jan. '14</td>
<td>122,794</td>
<td>33,707</td>
</tr>
<tr>
<td>Feb.</td>
<td>127,716</td>
<td>34,240</td>
</tr>
<tr>
<td>March</td>
<td>123,366</td>
<td>33,937</td>
</tr>
<tr>
<td>April</td>
<td>123,586</td>
<td>33,966</td>
</tr>
<tr>
<td>May</td>
<td>123,654</td>
<td>33,955</td>
</tr>
<tr>
<td>June</td>
<td>123,782</td>
<td>34,028</td>
</tr>
<tr>
<td>July</td>
<td>124,041</td>
<td>34,095</td>
</tr>
<tr>
<td>Aug.</td>
<td>124,340</td>
<td>34,240</td>
</tr>
<tr>
<td>Sept.</td>
<td>124,578</td>
<td>34,259</td>
</tr>
<tr>
<td>Oct.</td>
<td>124,793</td>
<td>34,288</td>
</tr>
<tr>
<td>Nov.</td>
<td>125,115</td>
<td>34,412</td>
</tr>
<tr>
<td>Dec.</td>
<td>126,077</td>
<td>34,690</td>
</tr>
<tr>
<td>Jan. '15</td>
<td>127,624</td>
<td>34,219</td>
</tr>
<tr>
<td>Feb.</td>
<td>127,716</td>
<td>34,240</td>
</tr>
<tr>
<td>March</td>
<td>127,799</td>
<td>34,232</td>
</tr>
<tr>
<td>April</td>
<td>127,875</td>
<td>34,265</td>
</tr>
<tr>
<td>May</td>
<td>127,821</td>
<td>34,260</td>
</tr>
<tr>
<td>June</td>
<td>128,004</td>
<td>34,323</td>
</tr>
<tr>
<td>July</td>
<td>128,114</td>
<td>34,329</td>
</tr>
<tr>
<td>Aug.</td>
<td>128,220</td>
<td>34,349</td>
</tr>
<tr>
<td>Sept.</td>
<td>128,348</td>
<td>34,371</td>
</tr>
<tr>
<td>Oct.</td>
<td>128,411</td>
<td>34,414</td>
</tr>
<tr>
<td>Nov.</td>
<td>128,481</td>
<td>34,375</td>
</tr>
<tr>
<td>Dec.</td>
<td>128,517</td>
<td>34,397</td>
</tr>
</tbody>
</table>
# VISION PAID CLAIMS DOLLARS

<table>
<thead>
<tr>
<th></th>
<th>High Plan</th>
<th>Low Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jan-13</td>
<td>$636,586</td>
<td>$62,999</td>
</tr>
<tr>
<td>Feb</td>
<td>$610,122</td>
<td>$80,729</td>
</tr>
<tr>
<td>Mar</td>
<td>$723,083</td>
<td>$88,394</td>
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F. SELECTION CRITERIA

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

During the evaluation process, OPERS’ management 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 may be evaluated based on the following criteria, which may be weighted:
- Administration and Customer Service capabilities
- Plan Design
- Plan Costs
- Provider Network

After evaluation of the proposals, OPERS may determine a list of finalists and may commence 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.

G. INSTRUCTIONS FOR SUBMITTING PROPOSALS

RFP Time Schedule
The schedule for the RFP and subsequent program implementation is subject to change. Once a Vendor is selected, however, it is expected that any changes, if necessary, would be mutually agreed upon.

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<tr>
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<td>2/15/2016</td>
<td>Deadline for e-mail submission of clarifying, written questions, (1:00 p.m. ET) which will be answered and placed on the OPERS website by 2/24/2016.</td>
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<td>3/7/2016</td>
<td>Responding Vendors’ proposals due at OPERS (1:00 p.m. ET)</td>
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Proposal Submission Process
Four (4) copies of the proposal, one redacted copy for public record requests, in addition to one electronic copy via email must reach OPERS no later than 1:00 p.m. EST on March 7, 2016.
Proposals should be addressed to:

John Jacopin
Health Care Vendor Manager
Ohio Public Employees Retirement System
277 East Town Street
Columbus, OH 43215

Vendors are responsible for all costs associated with preparing and submitting proposals.

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.

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.

Clariﬁng questions concerning this RFP should be directed in writing via email to jjallow@opers.org. All questions and answers will be posted to the OPERS web site for all vendors to review. The deadline to submit questions regarding this RFP is 1:00 p.m. ET on February 15, 2016. No answers will be posted for questions received after the deadline.

OPERS reserves the right, in its sole discretion, to 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 strictly to the instructions in this RFP.

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

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.
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.

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, or the oral presentations, if held. Communication with OPERS, other than as previously described, will result in immediate disqualification.

If a contract results from this RFP, neither the successful 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.

This RFP is issued on February 1, 2016. OPERS reserves the right, in its sole discretion, to amend or cancel this RFP.
ATTACHMENT A

1. **CONTRACTOR’S REPRESENTATIONS, WARRANTIES AND COVENANTS:** Contractor represents, warrants and covenants that:

   - it has the authority to enter into the Agreement and perform the services provided under the Agreement;
   
   - 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. of the Ohio Revised Code (Joint Legislative Ethics Commission), and the laws contained in Chapter 102 of the Ohio Revised Code (Ohio Ethics Commission) governing ethical behavior that apply to persons doing or seeking to do business with OPERS; and,
   
   - 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 to any of its board members, officers, employees, or agents, or any other third party related to Contractor’s engagement under the Agreement, including a finder’s fee, cash solicitation fee, or a fee for consulting, lobbying or similar services that could influence OPERS’ decision to enter into the Agreement.

2. **DISCLOSURE AND USE OF RECORDS:** Contractor shall not disclose or use any information concerning OPERS’ members or retirees, or any other confidential information obtained in providing services under the Agreement, without OPERS’ prior written consent. Contractor understands that OPERS is subject to the Ohio Public Records Act. If OPERS receives a public records request for records related to the Agreement, OPERS will reasonably attempt to contact Contractor in sufficient time to allow Contractor to take the legal steps it deems necessary to protect the confidential information from disclosure. Contractor shall indemnify OPERS if OPERS is assessed any damages or fees as a result of the position Contractor asserts regarding the confidentiality or public disclosure of the records.

3. **ADVERTISING AND PUBLICITY:** Neither Contractor, nor anyone on Contractor’s behalf (including any or all of its agents, affiliates, subcontractors or Vendors), shall publish, distribute or otherwise disseminate any press release, advertising or publicity matter of any type or kind (collectively “Advertising Material”) having any reference to OPERS or this Agreement, unless and until the Advertising Material is first submitted to and approved in writing by OPERS.
4. **INDEMNIFICATION AND LEGAL ACTION:**

- Contractor shall indemnify OPERS, its board members, officers, and employees against any claims, damages, costs or losses resulting from Contractor’s negligent or intentional acts, or those of its officers, employees or agents, under the Agreement ("Indemnity Claims"). Contractor shall defend OPERS, its board members, officers and employees against Indemnity Claims, if OPERS requests that Contractor do so. OPERS will not be required to file a lawsuit to obtain reimbursement for the Indemnity Claims.

OPERS shall not indemnify Contractor for claims, damages, costs or losses of any nature that arise under the Agreement ("Contractor’s Claims"). Contractor may seek recovery of Contractor’s Claims through legal action against OPERS, if appropriate.

5. **GOVERNING LAW AND FORUM:** Despite anything to the contrary in the Agreement, issues concerning the Agreement will be governed by, construed and enforced according to Ohio law, exclusive of Ohio’s conflict of laws principles. Any litigation concerning the Agreement must be brought only in courts of competent jurisdiction located in Franklin County, Ohio, and Contractor irrevocably consents to this venue and jurisdiction. OPERS shall not waive its right to trial by jury in any action, proceeding or counterclaim concerning the Agreement or the actions of either party regarding any aspect of the Agreement, regardless of the legal theory, unless the Ohio Attorney General consents to this waiver.

6. **HIPAA:** Contractor (i) is a Business Associate of OPERS, (ii) maintains a HIPAA compliance program consistent with the requirements of the HIPAA privacy, security, and breach regulations, and (iii) has executed a Business Associate Agreement with OPERS.
ATTACHMENT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into by and between The Ohio Public Employees Retirement System (“OPERS”), an Ohio public retirement system created pursuant to Chapter 145 of the Ohio Revised Code, located at 277 East Town Street, Columbus, Ohio 43215, and _______________ (“Business Associate”), a __________ corporation, located at _______________. This Agreement is effective on _______________ (“Effective Date”).

WHEREAS, OPERS is the sponsor of one or more health plans which are covered entities under the Privacy and Security Regulations adopted by the United States Department of Health and Human Services (“HHS”) pursuant to the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act of 1996 and subsequent amendments thereto (“HIPAA”); and

WHEREAS, OPERS has, on behalf of one or more of the health plans it sponsors, contracted with Business Associate to perform certain services related to the administration of the health plans; and

WHEREAS, in the course of providing such services, Business Associate will create, receive and/or maintain protected health information from or on behalf of one or more of the health plans; and

WHEREAS, the Privacy and Security Regulations require that covered entities enter into a written agreement with all organizations which create, receive and/or maintain protected health information from or on behalf of the covered entity;

NOW, THEREFORE, in consideration of the mutual promises and agreements made herein, OPERS, acting as sponsor and on behalf of the Plan, and Business Associate hereby agree as follows:

I. Definitions. Capitalized terms used in this Agreement shall be defined as set forth below. To the extent not otherwise defined in this Agreement, terms shall have the same meaning as in HIPAA and in the Privacy and Security Regulations, as they may be periodically revised or amended by the U.S. Department of Health and Human Services, the U.S. Congress or other federal agency subsequent to the effective date of this Agreement.

Breach means the acquisition, access, use, or disclosure of Protected Health Information that is not a permissible acquisition, access, use or disclosure under HIPAA and the Privacy and Security Regulations, and which compromises the security or privacy of the Protected Health Information. "Compromises the security or privacy of the Protected Health Information" means that the acquisition, access, use
or disclosure poses a significant risk of financial, reputational, or other harm to the Individual. Breach does not include the following:

1. Any unintentional acquisition, access, or use of Protected Health Information by an employee, officer, or contractor working for Business Associate, if such acquisition, access, or use was made in good faith and within the scope of authority of such employee, officer, or contractor working for Business Associate, and does not result in further use or disclosure of the Protected Health Information in a manner not otherwise permitted under the HIPAA privacy rules.

2. Any inadvertent disclosure of Protected Health Information by an employee, officer, or contractor of Business Associate who is otherwise authorized to access Protected Health Information by Business Associate, when the inadvertent disclosure is to another similarly situated employee, officer or contractor of Business Associate, and the Protected Health Information received as a result of such disclosure is not further acquired, accessed, used or disclosed without authorization by any person.

3. A disclosure of protected health information where OPERS has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

**Disclose or Disclosure** means the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside of Business Associate’s operations, or to a person who is not an employee or officer of Business Associate. Disclosure includes both intentional and inadvertent or accidental disclosures.

**Electronic Protected Health Information** means Protected Health Information that is transmitted by electronic media or maintained in electronic form.

**HITECH Act** means the provisions of the American Recovery and Reinvestment Act of 2009 that address the privacy and security of personally identifiable health information.

**Individual** means a person whose Protected Health Information is created, accessed, used, held or maintained by Business Associate on behalf of OPERS or the Plan.

**Individual Right** means the right of an Individual to access or amend their Protected Health Information, to request an accounting of uses and disclosures of their Protected Health Information, to request restrictions on the use and disclosure of their Protected Health Information, to request confidential communications, and any similar right of an Individual with respect to Protected Health Information which arises out of HIPAA or the Privacy and Security Regulations.

**Limited Data Set** means Protected Health Information from which the following identifiers of the individual, or of relatives, employers, or household members of the
individual, have been removed: (i) names; (ii) postal address information, other than
town or city, state, and zip code; (iii) telephone numbers; (iv) fax numbers; (v)
electronic mail addresses; (vi) social security numbers; (vii) medical record numbers;
(viii) health plan beneficiary numbers; (ix) account numbers; (x) certificate/license
numbers; (xi) vehicle identifiers and serial numbers, including license plate numbers;
(xii) device identifiers and serial numbers; (xiii) web Universal Resource Locators
(URLs); (xiv) Internet Protocol (IP) address numbers; (xv) biometric identifiers,
including finger and voice prints; and (xvi) full face photographic images and any
comparable images.
A Limited Data Set may include the following identifiable information: (i) admission,
discharge, and service dates; (ii) date of birth and date of death; (iii) age (including
age ninety (90) or over); and (iv) five-digit zip code.

Plan means the health plans sponsored by OPERS to provide health care coverage to
certain retirees who are entitled to benefits under Chapter 145 of the Ohio Revised
Code and their eligible dependents.

Privacy and Security Regulations means the regulations promulgated by HHS
pursuant to HIPAA to address the privacy and security of Protected Health
Information, which currently are codified at 45 C.F.R. 160 and 164, as now in effect
or as amended, expanded or recodified from time to time subsequent to the Effective
Date of this Agreement. Privacy and Security Regulations also includes without
limitation any regulations adopted under the amendments to HIPAA enacted in the
HITECH Act.

Protected Health Information or PHI means information that is received from, or
created or received on behalf of the Plan, and is information i) about an Individual
which relates to the past, present or future physical or mental health or condition of an
Individual; the provision of health care to an Individual; or the past, present, or future
payment for the provision of health care to an Individual, and ii) which either
identifies the Individual or includes information which can reasonably be used to
identify the Individual. Protected Health Information pertains to both living and
deceased Individuals.

Security Incident means the attempted or successful unauthorized access, use,
disclosure, modification, or destruction of information or interference with system
operations in an information system, as such definition may be amended from time to
time by HIPAA or the Privacy and Security Regulations.

Security Requirements means 45 C.F.R. Sections 164.308, 164.310, 164.312, and
164.316, as now in effect or as subsequently amended. Security Requirements also
includes any law or regulation promulgated after the Effective Date to address the
requirements imposed on a covered entity or a business associate of a covered entity
under HIPAA.
Underlying Agreement means the Voluntary Vision Plan Administrative Services Agreement between OPERS and Business Associate effective___, as such may be renewed and amended from time to time.

Use means the sharing, employment, application, utilization, examination or analysis of Protected Health Information by an employee, officer or contractor of Business Associate within Business Associate’s operations.

II. Restrictions on Use and Disclosure of PHI. Except as otherwise provided herein, Business Associate may Use or Disclose Protected Health Information only as necessary to perform Business Associate’s obligations under the Underlying Agreement, subject to the conditions and restrictions set forth below.

A. Business Associate may Disclose Protected Health Information to other organizations with whom OPERS or the Plan has executed a business associate agreement related to the Plan, and to Business Associate’s subcontractors and agents, but only as necessary to perform services under the Underlying Agreement. Prior to the Disclosure of Protected Health Information to a subcontractor or agent of Business Associate, the subcontractor or agent must agree in writing to be bound by the same restrictions that apply to the Business Associate under this Agreement.

B. Unless otherwise limited by this Agreement, Business Associate may Use Protected Health Information in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities.

C. Unless otherwise limited by this Agreement, Business Associate may Disclose Protected Health Information in its possession for the proper management and administration of Business Associate or to carry out its legal responsibilities only if such Disclosure is required by law or is addressed in this Agreement.

D. Business Associate shall, in all cases, limit any Use or Disclosure of Protected Health Information to the minimum amount of Protected Health Information necessary to perform the task or accomplish the purpose of the Use or Disclosure.

E. Business Associate may not Use or Disclose Protected Health Information in any manner that would constitute a violation of HIPAA, including without limitation the Privacy and Security Regulations, if Used or Disclosed by the Plan.

F. Business Associate may not de-identify Protected Health Information created, received or maintained by Business Associate under this Agreement, except as requested by OPERS. Protected Health Information created, received or maintained by Business Associate under this Agreement which has been de-identified at the request of OPERS may not be Used by Business Associate for any purpose not expressly approved by OPERS.

G. Except as expressly approved by OPERS, Business Associate may not aggregate Protected Health Information created, received or maintained by Business Associate under this Agreement, whether de-identified or not, with
any other Protected Health Information, including without limitation Protected Health Information of Business Associate’s other customers.

H. Business Associate agrees to not Use or further Disclose Protected Health Information other than as authorized by this Agreement, as requested by OPERS or as required by law.

I. Business Associate shall implement and use reasonable and appropriate administrative, technical and physical safeguards which will protect the confidentiality, integrity, and availability, and prevent uses or disclosures of Protected Health Information, other than as provided for by this Agreement.

J. If Business Associate becomes aware of any Use or Disclosure of Protected Health Information not permitted under this Agreement, it shall report such Use or Disclosure to OPERS within one (1) business day of gaining such knowledge. Business Associate shall also use its best efforts to mitigate the effect of such unauthorized Use or Disclosure, and shall implement or modify practices or take other reasonable action to prevent further unauthorized Uses or Disclosures.

III. Other Obligations of Business Associate.

A. Business Associate acknowledges that Business Associate is directly subject to certain provisions of the HITECH Act and the Privacy and Security Regulations, and Business Associate certifies that Business Associate has implemented policies and procedures and taken such other action as is necessary to comply with those provisions of the HITECH Act and the Privacy and Security Regulations which are directly applicable to Business Associate.

B. Business Associate agrees to comply with the provisions of the HITECH Act and the Privacy and Security Regulations that are applicable to the Plan.

C. Business Associate agrees that the Protected Health Information of the Plan will be subject to the security requirements of and Business Associate shall comply with sections 164.308, 164.310, 164.312, and 164.316 of Title 45, Code of Federal Regulations.

D. Business Associate shall cooperate with OPERS in the administration of Individual Rights, and shall provide OPERS promptly upon request with the information in the possession of Business Associate or a subcontractor or agent of Business Associate which OPERS deems necessary for OPERS to respond to a request from an individual to exercise one or more Individual Rights. Upon the instruction of OPERS, Business Associate will amend any Protected Health Information in the possession of Business Associate or a subcontractor or agent of Business Associate, and will implement restrictions on the Use and Disclosure of Protected Health Information in the possession of Business Associate or a subcontractor or agent of Business Associate, and will employ procedures to assure confidential communications of Protected Health Information in the possession of Business Associate or a subcontractor or agent of Business Associate as directed by OPERS. Business Associate will notify, and will require its subcontractors and agents to notify OPERS
promptly, but in no event later than five (5) days after receipt of a request from an Individual to exercise one or more Individual Rights. All requests from an Individual to exercise an Individual Right will be processed and handled by OPERS.

E. Business Associate shall maintain a record of all Disclosures of Protected Health Information made for a purpose other than treatment of the Individual, payment for treatment of the Individual, or the health care operations of the Plan, or pursuant to the written authorization of the Individual.

F. Business Associate shall Disclose Protected Health Information to a third party upon the request and pursuant to the instructions of OPERS.

G. Business Associate certifies that it conducts any applicable transactions that are subject to the HIPAA standard transaction rules (45 CFR Parts 160-164) as required under the rules and any related regulations, operating rules, or guidance. Business Associate agrees to provide any documentation, certification, or evidence to demonstrate such compliance if requested by the Plan so that the Plan may certify to HHS, as required by the Affordable Care Act. Business Associate shall undertake this filing itself with respect to any transactions it conducts or that are conducted by subcontractors of Business Associate, if the Plan requests.

H. Business Associate shall make its internal practices, books and records relating to uses and disclosures of Protected Health Information available to OPERS, to the Secretary of the U.S. Department of Health and Human Services or designee, or to any other official or agency with enforcement authority under HIPAA, for purposes of determining the Plan’s and Business Associate’s compliance with HIPAA.

I. Beginning on and after the effective date of the requirements of HIPAA adopted under the HITECH Act and applicable to business associates or the adoption of regulations by HHS to implement such requirements, Business Associate shall comply with such requirements or regulations, and if necessary shall execute an amendment to this Agreement as required under HIPAA.

J. Upon the termination of the Underlying Agreement, Business Associate shall return or destroy all Protected Health Information and will retain no copies of such information. If such return or destruction of Protected Health Information is not feasible, as approved by OPERS, Business Associate agrees that the provisions of this Agreement are extended beyond termination of the Underlying Agreement to the Protected Health Information still in the possession of Business Associate or a subcontractor and agent of Business Associate, and Business Associate shall limit all further uses and disclosures to those purposes that make the return or destruction of the Protected Health Information infeasible.

K. Business Associate has implemented administrative, physical and technical safeguards that will reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information, as required under HIPAA.
L. Business Associate shall, within one (1) day of discovery, report to OPERS any Security Incident relating to Electronic Protected Health Information of which it becomes aware.

M. Business Associate shall require all employees, officers and contractors working for Business Associate to report immediately to Business Associate, no later than 24 hours after discovery, any occurrence, event or fact that could reasonably be considered an indication that a Breach of an Individual’s Protected Health Information has occurred. Upon receipt of a report, Business Associate shall immediately i) notify OPERS of the occurrence, event or fact, including the date and time of the discovery and as much information regarding the suspected Breach as is available; and ii) undertake an investigation of whether a Breach did occur, and apprise OPERS of the results of the investigation on an ongoing basis. Notification shall be provided by Business Associate to OPERS Privacy Officer/Legal Department, 277 E. Town Street, Columbus, OH 43215. Business Associate shall, and shall require its employees, officers and contractors to, cooperate fully with OPERS in providing any additional information requested by OPERS in connection with the Breach. If OPERS determines that a Breach has occurred, Business Associate shall take all action which is reasonably requested by OPERS to mitigate the Breach and to prevent further Breaches.

N. Business Associate acknowledges and agrees that the Protected Health Information of the Plan will be subject to and Business Associate shall comply with the Security Requirements. Business Associate certifies that Business Associate has adopted written policies and procedures consistent with the Security Requirements, and taken such other action as appropriate to comply with the Security Requirements.

O. Business Associate shall not sell or directly or indirectly receive remuneration in exchange for any Protected Health Information. Protected Health Information of an Individual will not be used or disclosed for marketing purposes, regardless of whether remuneration is received, unless a valid written authorization from each affected Individual has been obtained.

P. In providing services under this Agreement, Business Associate shall limit its use and disclosure of Protected Health Information to the Limited Data Set, if practicable, or if needed by the Business Associate, to the minimum amount of Protected Health Information necessary to perform the service. Upon issuance of guidance by the Secretary on what constitutes the minimum amount of Protected Health Information necessary, Business Associate shall limit the amount of Protected Health Information used or disclosed by Business Associate in accordance with such guidance.

IV. Termination and Survival.

A. This Agreement may not be terminated so long as the Underlying Agreement remains in effect. To the extent the Underlying Agreement is terminated for any reason whatsoever, and Protected Health Information remains in the possession of Business Associate or an agent or subcontractor of Business
Associate, this Agreement shall continue in full force and effect until all Protected Health Information the possession of Business Associate or an agent or subcontractor of Business Associate has been returned to OPERS or destroyed.

B. Notwithstanding any other provision of the Agreement, OPERS may immediately terminate the Underlying Agreement, if Business Associate has materially violated its responsibilities regarding Protected Health Information under this Agreement and has failed to provide satisfactory assurances to OPERS within ten (10) days of notice of such material violation that the violation has been cured and steps taken to prevent its recurrence. The responsibilities of Business Associate under this Agreement shall survive termination of the Underlying Agreement indefinitely, until all Protected Health Information in the possession of Business Associate or an agent or subcontractor of Business Associate has been destroyed or returned to OPERS.

V. **Indemnification.** Business Associate shall indemnify to the fullest extent possible OPERS; its Board members, employees and agents; and the Plan, for any loss, liability, damage, settlement, cost, expenses or other obligation, including without limitation reasonable attorney fees and defense costs, incurred by OPERS; a Board member, employee or agent of OPERS; or the Plan, as a result of Business Associate’s breach of any obligation under this Agreement, or Business Associate’s negligence in performing its obligations under this Agreement. This provision shall not inhibit OPERS' ability to seek relief from Business Associate for any claim of negligence caused in whole or part by Business Associate or any other action at law or in equity.

VI. **General Provisions.**

A. The parties acknowledge that Business Associate is an independent contractor providing services to OPERS, and no provision of this Agreement is intended to create or shall be construed to create any employment relationship, partnership, joint venture, or agency relationship between OPERS and Business Associate.

B. Business Associate may not assign this Agreement, or any of the obligations of Business Associate hereunder without the written approval of OPERS.

C. Except as provided expressly in this Agreement, all notices required under this Agreement shall be in writing and, unless hand delivered, sent by certified mail or other method whereby receipt is evidenced in writing, addressed as follows:

If to OPERS:

Ohio Public Employees Retirement System  
Attention: Marianne Steger, or Successor  
277 East Town Street  
Columbus, Ohio 43215
With copies to:

Ohio Public Employees Retirement System
Attention: Craig Crager, or Successor
277 East Town Street
Columbus, Ohio 43215

Ohio Public Employees Retirement System
Attention: Julie Becker, General Counsel or Successor
277 East Town Street
Columbus, Ohio 43215

If to Business Associate:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

With a copy to:

____________________________________________________________________
____________________________________________________________________
____________________________________________________________________

D. This Agreement may be amended only in writing signed by a duly authorized representative of each party.

E. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof.

F. If any provision of this Agreement shall be declared invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not in any way be affected or impaired thereby.

G. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Ohio without regard to its choice of law rules, and by HIPAA. All actions regarding this Agreement shall be filed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio. The parties hereby consent to the jurisdiction and venue of such courts and waive any right to assert forum non conveniens.

H. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement and the Underlying Agreement contain the entire Agreement of the parties hereto, and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the specific subject matter stated herein.

I. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
J. Each party warrants that it has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party certifies that such person has been properly authorized and empowered to enter into this Agreement on behalf of such party.

K. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance. If this Agreement, or any part hereof, is found not to be in compliance with HIPAA or the regulations promulgated thereunder, OPERS may amend the Agreement to bring it into compliance with HIPAA and the regulation promulgated thereunder by notice to Business Associate without Business Associate’s signature; provided, however, that if HIPAA or the regulations promulgated thereunder requires Business Associate’s signature on such amendment, Business Associate agrees to promptly sign the amendment to bring the agreement into compliance with HIPAA and the regulations promulgated thereunder.

L. In the event that a change in HIPAA or the Privacy and Security Regulations causes a provision of this Agreement to become invalid or requires additional safeguards for the protection of Protected Health Information, Business Associate agrees to execute such amendments or additional agreements as may be required, in good faith and within thirty (30) days of such event, in order to comply with such change.

M. This Agreement shall be construed liberally and in a manner consistent with the intent and purpose of HIPAA and the Privacy and Security Regulations, and any ambiguity shall be resolved in a manner consistent with HIPAA and the Privacy and Security Regulations.

N. The headings of the various sections of this Agreement are inserted for convenience only and do not, expressly or by implication, limit, define, or extend the specific terms of the sections so designated.

**OHIO PUBLIC EMPLOYEES RETIREMENT SYSTEM**

| Signature: _________________________ | Signature: _________________________ |
| Name: ____________________________ | Name: ____________________________ |
| Title: ____________________________ | Title: ____________________________ |
| Date: ____________________________ | Date: ____________________________ |
ATTACHMENT C – VISION CENSUS

The census provided on the OPERS website has the breakdown by Benefit Recipient (RCP), Spouse (SPO) and Child (CHI)
Attachment D

Please complete the chart and questions in this section.
For rating and statistical purposes, please use the following:
  A. Benefit Recipient, unlimited age
  B. Spouses of participant, unlimited age
  C. Children, up to age 26 (per child rate)

Fully Insured Vision Rates (PMPM.)

<table>
<thead>
<tr>
<th>Assumed Enrollment</th>
<th>2017 Proposed Rates</th>
<th>Total 2017 Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Low Option</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Benefit Recipient</td>
<td></td>
<td></td>
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<tr>
<td>Spouse</td>
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<tr>
<td>Per Child</td>
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<tr>
<td>Current High Option</td>
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<tr>
<td>Benefit recipient</td>
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<tr>
<td>Spouse</td>
<td></td>
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</tr>
<tr>
<td>Per Child</td>
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<td></td>
</tr>
</tbody>
</table>

- Provide detailed information regarding the initial and ongoing premium rate calculation.
- How long are rates guaranteed?
- Please advise if you would be willing to provide a rate cap guarantee for additional years – if so please provide the rate cap and be specific for how many years the rate caps are being offered.
- No commissions shall be included in your quoted rates.