REQUEST FOR PROPOSAL:
Pension Administration System

RFP Number: 073120-01

Date Issued: July 29, 2020
Proposal Submission Deadline: September 18, 2020 by 4PM (EDT)
NOTICE

EXCEPT AS NOTED IN THIS “REQUEST FOR PROPOSAL: PENSION ADMINISTRATION SYSTEM: 073120-01 (THE RFP),” PRIOR TO THE TIME OF A DECISION BY THE OHIO POLICE & FIRE PENSION FUND (“OP&F”), THERE SHALL BE NO COMMUNICATION OF ANY TYPE REGARDING THIS RFP, ANY ASPECT OF A RESPONSE TO THIS RFP, OR THE AWARDING OF AN AGREEMENT RELATED IN ANY WAY TO THIS RFP BETWEEN ANY OFFEROR OR PROSPECTIVE OFFEROR (THE “OFFEROR”) AND ANY (1) OP&F BOARD MEMBER, (2) OP&F EMPLOYEE, (3) CONSULTANT CURRENTLY ENGAGED BY OP&F OR EMPLOYEE OR OTHER PERSON AFFILIATED WITH OR PROVIDING SERVICES TO OR ON BEHALF OF SUCH CONSULTANT’S STAFF, (4) ELECTED OFFICIALS OR THEIR STAFF MEMBERS OR (5) OTHER PERSONS IN A POSITION TO INFLUENCE OP&F’S DECISION AT ANY TIME DURING THE RFP PROCESS IN REGARDS TO THIS RFP, A PROPOSAL, OR THE AWARDING OF AN AGREEMENT UNTIL THE AWARD IS ANNOUNCED, EXCEPT AS REQUESTED BY OP&F OR AT THE TIME SPECIFIED FOR ORAL PRESENTATIONS BY SELECTED FIRMS. ANY COMMUNICATION BY A OFFEROR IN VIOLATION OF THE FOREGOING TERMS SHALL BE CONSIDERED GROUNDS FOR AUTOMATIC DISQUALIFICATION OF THE OFFEROR.
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Section 1 – General RFP Information:

1.1 Contact Person for RFP Inquiries

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

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

Except as otherwise directed in this RFP, all inquiries, notices or other communications from an Offeror to OP&F concerning this RFP shall be directed IN WRITING to the Contact Person via e-mail (rfpinquiries@op-f.org). In addition, please carbon copy Mr. Brian Downey via e-mail (bdowney@linesolutions.com) on all inquiries, notices or other communications. TELEPHONE INQUIRIES CONCERNING THIS RFP WILL NOT BE ACCEPTED OR RETURNED.

1.2 Questions Regarding this RFP

All questions submitted should include the name of the Offeror’s contact person and that person’s telephone number and e-mail address. All questions must be received by 4PM (EDT) on August 14, 2020. Questions received after that time will not be considered.

Each question verbatim, or in OP&F’s discretion, a paraphrased form of a question, and OP&F’s response will be posted to OP&F’s website (www.op-f.org) All written questions that are properly and timely submitted will be answered by August 21, 2020. All posted questions and responses will become an addendum to the RFP and become part of the RFP as fully set out therein. It is the Offeror’s responsibility to periodically check the OP&F website until the posted RFP response due date to obtain any issued addenda. OP&F will not respond directly to an Offeror concerning an inquiry about this RFP.

Section 2 – General Overview of OP&F

OP&F is one of five Ohio retirement systems and provides pension, disability, survivor and health care benefits to eligible full-time police officers and firefighters in Ohio and their beneficiaries. The Ohio General Assembly created OP&F in 1965, replacing 454 separate local police and fire pension funds in Ohio. OP&F’s statewide operations began in 1967, when the local pension funds transferred assets and liabilities to OP&F of approximately $75 million. The pension plan is designed to provide reasonable income to plan participants and their beneficiaries when they need it most, be it when they stop working, become disabled, or in the event of death before or after retirement. OP&F strives to be a leader and model among retirement systems, establishing a financially sound pension fund and operating on an actuarial reserve basis. Today, OP&F serves nearly 29,000 active members and more than 29,000
retirees and their beneficiaries. Under the Internal Revenue Code 401(a), OP&F is a qualified governmental defined benefit pension plan.

**Section 3 – Scope of Work**

3.1 Project Overview

OP&F is seeking proposals for the development, installation and implementation of a Cloud Hosted Pension Administration System (PAS) from qualified firms with in-depth knowledge and technical expertise. This RFP details the requirements needed by OP&F and instructs interested Offerors on the proposal and selection process.

3.2 Current Technical Environment

The following diagram represents a high-level visual representation of the current state of the existing systems and tools presently utilized by OP&F to provide benefits administration. The diagram is color coded to represent the proposed scope boundaries of the new or upgraded system. The “connectors” between an in-scope element and an out-of-scope element are in-scope.
The following table provides an overview of all the current technology components and the future of these tools. Many of the tools listed will be replaced by the new PAS solution or enhanced by modernization and integration capabilities.

<table>
<thead>
<tr>
<th>Technology Component</th>
<th>Current Use</th>
<th>Future Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vitech V3</td>
<td>The primary Pension Administration system used by the Fund. In addition to core PAS functionality, V3 provides for Member Self-Service, Employer Self-Service, Contact Management, Image Viewing, Workflow, Forms &amp; Letters, Ad Hoc Reporting, Tax Forms and Mass Mailings. Member Self-Service and Employer Self-Service accessed as a link off-of the Public Web Site.</td>
<td>To be upgraded or replaced with a comparable 3rd party Pension Administration System</td>
</tr>
<tr>
<td>Internet Explorer</td>
<td>Provides for a browser-based access for Fund staff in V3.</td>
<td>Ideally, the application is to be retired so that the Fund can standardize on Chrome as the preferred Fund staff browser.</td>
</tr>
<tr>
<td>Benefit Calculator</td>
<td>Provides an anonymous (the user must enter all relevant data) benefit calculator, and immediately computes JSA and LACC percentage scenarios on demand. Accessed as a link off-of the Public Web Site.</td>
<td>The application is to be retired and the functionality incorporated into the new PAS Self-Service capabilities.</td>
</tr>
<tr>
<td>DROP Estimator</td>
<td>Provides an anonymous (the user must enter all relevant data) DROP benefits calculator. Accessed as a link off-of the Public Web Site.</td>
<td>The application is to be retired and the functionality incorporated into the new PAS Self-Service capabilities.</td>
</tr>
<tr>
<td>Technology Component</td>
<td>Current Use</td>
<td>Future Use</td>
</tr>
<tr>
<td>----------------------</td>
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</tr>
<tr>
<td>Oracle</td>
<td>Provides the back-end database storage functionality for both V3 and other Fund office applications.</td>
<td>No substantive changes are envisioned. The Pension and imaging related tables are to be moved to the new PAS. Non-Pension related usage will remain. The exact final future use will be driven by which database technology the new PAS utilizes.</td>
</tr>
<tr>
<td>Kofax</td>
<td>Provides for document scanning and indexing capabilities.</td>
<td>The application is to be retired and the functionality incorporated into the new PAS. The exact final future use will be driven by which scanning &amp; indexing technology the new PAS utilizes.</td>
</tr>
<tr>
<td>Application Manager</td>
<td>Provides a “one stop shop” for various in-house developed reports, queries and applications. Also launches 3rd party tools such as Daeja ViewONE.</td>
<td>No substantive changes are envisioned. The Pension and imaging related functions are to be moved to the new PAS. Non-Pension related usage will remain.</td>
</tr>
<tr>
<td>Member Appointments</td>
<td>Provides for the scheduling of Member events and individual Member appointments. Accessed as a link off-of the Public Web Site.</td>
<td>This use of Outlook is to be retired and the functionality incorporated into the new PAS. The exact final future use will be driven by which calendaring technology the new PAS utilizes.</td>
</tr>
<tr>
<td>Daeja ViewONE</td>
<td>Provides for image viewing both within V3 and independently of V3.</td>
<td>The application is to be retired and the functionality incorporated into the new PAS.</td>
</tr>
<tr>
<td>Technology Component</td>
<td>Current Use</td>
<td>Future Use</td>
</tr>
<tr>
<td>----------------------</td>
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<td>------------</td>
</tr>
<tr>
<td><strong>Crystal Reports</strong></td>
<td>Provides for independent querying and reporting against the V3 and non-V3 data tables.</td>
<td>No substantive changes are envisioned. The Pension and imaging related reports &amp; queries are to be moved to the new PAS. Non-Pension related usage will remain. The exact final future use will be driven by which database technology the new PAS utilizes.</td>
</tr>
<tr>
<td>A 3rd party SQL based querying and reporting tool from SAP. The application is hosted on premise.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>BoardVantage</strong></td>
<td>Provides Board of Trustee meeting support. Currently imports data from V3.</td>
<td>No substantive changes are envisioned. Out of scope of this procurement.</td>
</tr>
<tr>
<td>3rd party Board of Trustee portal.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>File Upload</strong></td>
<td>Provides file upload and transfer services. Accessed as a link off-of the Public Web Site.</td>
<td>The application is to be retired and the functionality incorporated into the new PAS Self-Service capabilities.</td>
</tr>
<tr>
<td>File transfer using FTP. The application is hosted on premise.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Public Web Site</strong></td>
<td>Provides for a single splash page for all Member, Employer and general public self-service access to the Fund. Has both secure (requires a login) and unsecured pages.</td>
<td>Currently being updated with a third party vendor. It is envisioned the website will be integrated with new PAS Self-Service capabilities for both members and employers. Out of scope of this procurement.</td>
</tr>
<tr>
<td>An in-house developed website. Used as the splash page for Members, Employers and the general public. The application is hosted on premise.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Member Education</strong></td>
<td>Provides Pension information, publicly available reports and forms.</td>
<td>No substantive changes are envisioned. Some content may be moved to the new PAS. Out of scope of this procurement.</td>
</tr>
<tr>
<td>An in-house developed website. Used to provide Pension information, publicly available reports and forms. The application is hosted on premise.</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>DAX (MS Dynamics)</strong></td>
<td>Provides accounting and general ledger capabilities.</td>
<td>No substantive changes are envisioned. Out of scope of this procurement.</td>
</tr>
<tr>
<td>A 3rd party finance system from Microsoft. The application is hosted on premise.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technology Component</td>
<td>Current Use</td>
<td>Future Use</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Call Center ACD</td>
<td>Provides for basic and advanced telephony services. Advanced features include video conferencing and unified messaging.</td>
<td>No substantive changes are envisioned. Potential use of advanced features such as CTI to support warm transfer of calls and video &amp; text chat. Out of scope of this procurement.</td>
</tr>
</tbody>
</table>

### 3.3 Cloud-Hosted Pension Administration System

OP&F seeks a partner that will be able to develop and install a cloud-hosted PAS solution and perform data conversion services as part of that implementation. The PAS solution should be able to meet objectives in the following business areas:

- New Member Processing
- Prior Service Determinations
- Customer Service
- Member Self Service
- Employer Demographics Maintenance
- Employer Reporting of Contributions
- Payment Processing
- Termination of Membership
- Benefit Processing (Initial Calculation and Generation of Benefits)
- Retired Member Processing
- Operations
- Imaging
- Document Generation
- Workflow

The cloud-hosting solution can be one of several types of provisioning models; 1) a Government/Community cloud, 2) a Public cloud, 3) a Private cloud (Offeror hosted), or 4) a hybrid solution. All of these provisioning models would be acceptable.

### 3.4 Data Conversion Project – Legacy System to new PAS

The data planning, analysis, profiling, and conversion activities in the Data Conversion Project are required to ensure that cleansed operational data is transitioned into the new system. The activities below define the framework for an effective data conversion process.

The goals of the Data Conversion Project include:

- Expose data quality issues and data business rule violations early in the project.
- Deliver high quality converted data.
- Maintaining integrity of the converted data using rigorous audit and reconciliation controls.
- Prioritize and coordinate OP&F data cleansing efforts.
- Leverage Offeror to perform the majority of conversion and bridging, utilizing OP&F staff data experts to assist.
- Deliver converted data to the development team prior to testing.
- Ensure that converted data process accurately in the new solution.

Data Conversion Planning & Analysis
The data conversion planning and analysis activity involves collaboratively analyzing and documenting the data needs for the new system implementation. Data conversion planning and analysis will identify legacy data sources and classify the legacy data to convert. Documenting the definition, values, and relationships to other legacy data elements is an initial step in the process. From there, file dependencies, the best data source, and initial data conversion rules can be defined. The outcome of this activity will include file and data mapping, and initial conversion rules.

Data Profiling
The Offeror will have primary responsibility for planning and defining the approach and will have primary responsibility for executing data profiling activities. Data profiling activities include an examination and identification of data business rule violations, along with data duplication issues and inconsistencies in the legacy system. The OP&F staff will help identify data problems and define the appropriate processes to correct the issue. Profiling helps not only to define data anomalies and assess the current level of data quality, but it also reconciles data from multiple sources. This reconciliation includes statistics and information that are gathered on data violations to determine the level of OP&F business rule compliance. Profiling provides key diagnostic information that drive data cleansing requirements.

Data Cleansing
Offeror will have primary responsibility to perform data cleansing, supported by OP&F staff, with the common goal of providing the PAS implementation team with standardized and valid new system data for testing. Typically, data cleansing involves loading legacy data from multiple data sources into a staging database and running validation and reconciliation reports. All data cleanup issues are identified, inventoried, prioritized, tracked, and eventually resolved. Programmatic cleansing and manual data cleanup are two methods to cleanse legacy data. A data cleansing plan will be defined, including cleansing items, priority, magnitude, and the recommended cleansing approach.

Data Conversion
Offeror will have primary responsibility for executing conversion activities with support from OP&F staff. The data conversion process involves creating detailed data mapping, writing data conversion specifications, developing conversion programs or database scripts, unit and system testing, and verifying converted data results. Data conversion will consist of multiple conversion processes and programs, all producing reconciliation reports and data exceptions. The conversion programs, when completed, are sequenced into a data conversion execution
schedule that is used to run mock data conversions. Mock conversion results, when loaded into the new system database, provide visibility to data conversion and data cleansing quality and accuracy.

**Data Conversion Project from Vitech V3 Version 9.8 Scope of Work**

The Offeror shall provide data profiling, cleansing and migration services in accordance with all of the requirements outlined in this Scope of Work.

The data planning, analysis, profiling, and conversion activities in the Data Conversion Project are required to ensure that cleansed operational data is transitioned into the new system. The activities below define the framework for an effective data conversion process.

**DATA CONVERSION PLANNING AND ANALYSIS**

The data conversion planning and analysis activity involves collaboratively analyzing and documenting the data needs for a two-phased new system implementation. The intent is for Offeror to have primary responsibility for the legacy applications/databases. Furthermore, it is OP&F’s desire to have the Offeror undertake its primary responsibilities working with the legacy applications/databases. For purposes of this Scope of Work, the phrase “Assist Offeror” should include the following types of activities per essential requirement:

- Participate as a data conversion SME;
- Review/comment upon Offeror’s approach;
- Review/comment upon Offeror generated work products;
- Review/comment upon final deliverables; and,
- Share relevant prior project experience, including best practices, typical work approaches and common problems, issues and risks.

The Offeror shall:

- Define the Data Conversion/Reconciliation process.
- Define the approach to be used for Data Profiling.
- Define the approach to be used for Data Reconciliation/Cleansing.
- Define the data extraction/staging architecture.
- Identify legacy data source scope, including identifying which legacy data sources are in-scope and which are out-of-scope, identifying specific tables/fields from in-scope data sources that are to be excluded and identifying which historical data needs to be converted.
- Perform final phased data conversion plan.
DATA PROFILING
The purpose of Data Profiling is for the Offeror to gain a detailed understanding of the data and to begin to identify the data that needs cleansing. The goals of this phase are as follows:

- Identify key data components, key points of time related to the data, missing elements of the data, and summarized elements of the data.

- Analyze key data components to identify data that will need to be cleaned and/or corrected prior to the implementation of the new PAS system.

- Gain awareness of the User Community’s needs, concerns, and priorities as they relate to the data.

- Begin building the foundation of how to approach the overall project and how communication will work with the interested parties of the project.

The Offeror shall:

- Develop a detailed project plan that covers the Data Profiling activities and includes all resources necessary for successfully completing the Data Profiling.

- Investigate new PAS data model proposed by selected PAS Offeror.

- Identifying key data elements and the attributes and relationships to other data that make them important (for example: contributions are a key element, taxability is a key attribute, and the ties to salary and service are key relationships).

- Conduct an analysis of the existing systems:
  - Identify all functions of current system that are expected to be in scope for conversion.
  - Evaluate key areas: Contributions, Hours, Service, Employment history for completeness of data, consistency of data, etc.
  - Query areas known to be problems in other implementations (e.g., multiple people with same SSN, missing SSNs, participants missing key data elements, etc.).
  - Identify the “Source of Truth” for data fields that exist in multiple legacy systems.

- Identify the following types of problems:
  - duplicates;
  - missing primary-foreign key relationships;
  - redundant data;
  - soundex matches for the same data;
  - incorrect formatting;
  - incorrect data based on a numeric range;
• incorrect data based on relationship rules;
• non-unique keys;
• missing data;
• incomplete data elements based on OP&F business rules, policies, and statutes;
• referential integrity;
• orphaned records (records that should be associated to others but are not);
• childless parents (records that should have related records but do not);
• valid codes for specific instances (only specific codes are valid for a given situation);
• data value commonality (same code used multiple places with varying values);
• invalid date ranges (when the dates do not conform to business or logical standards);
• invalid/incomplete dates;
• invalid code values;
• code value outliers outside of expected values;
• code value anomalies based on OP&F business rules, policies, and statutes;
• amount totals vs. summarized detail;
• amount deltas based on OP&F business rules, policies, and statutes; and,
• other ad hoc or miscellaneous problems.

PAS PROJECT PLANNING
PAS Project Planning provides time for the Offeror to identify the procedures that they will use to interact with the PAS Implementation team, OP&F, and any other Project Teams during the course of the project. It also overlaps with the Project Planning that must go on from the PAS Implementation and the other project teams, allowing the Offeror to have a properly integrated plan with the rest of the project. The goals of this phase are as follows:

• Develop a data conversion strategy that integrates properly with the PAS Offeror’s implementation plan.
• Prioritize with OP&F the order of the data to be cleansed.
• Identify project milestones and resource needs throughout the project.
• Establish procedures for all interfaces with the PAS Implementation team and other project teams such as: data mapping, data conversion requirements collection and tracking, cycle run processing, reconciliation processing, data conversion testing, issue resolution, etc.
• Develop a full project plan for data migration activities that can integrate with the project plan of the PAS Implementation team and the master project plan for the PAS Project.
• Agree on a glossary of terms that will be used to communicate throughout the project with the other project teams.
The Offeror shall:

- Develop a Data Conversion/Implementation project plan that feeds key points to the overall PAS project plan.
- Develop an overall Data Conversion/Implementation approach.
- Work with OP&F and the PAS Implementation team to plan the overall conversion strategy.
- Work with OP&F to establish procedures for requirements gathering.
- Work with OP&F and the PAS Implementation team to establish procedures for Issue Resolution.
- Work with OP&F and the PAS Implementation team to establish Testing procedures.
- Work with PAS Implementation team to establish plan for data conversion test cycle processing.

**DATA CLEANSING**
Offeror will have primary responsibility to perform data cleansing, supported by OP&F staff, with the common goal of providing the PAS Implementation team with standardized and valid new system data. Typically, data cleansing involves loading legacy data from multiple data sources into a staging database and running validation and reconciliation reports. All data cleanup issues are identified, inventoried, prioritized, tracked, and eventually resolved. Programmatic cleansing and manual data cleanup are two methods to cleanse legacy data. A data cleansing plan will be defined, including cleansing items, priority, magnitude, and the recommended cleansing approach. It is envisioned that Data Cleansing will occur during both phases of the PAS implementation.

OP&F staff shall:

- Assist Offeror in developing and running Validation Queries against legacy data sources.
- Assist Offeror in analyzing the results of the Validation Queries for Root Cause.
- Assist Offeror in conducting data validation against all identified legacy data sources to identify the data that needs to be corrected.
- Assist Offeror in data Correction and Re-testing of the Validation Queries.
- Assist Offeror in identifying and gathering data that does not exist in any legacy system but is required in the new system.
The Offeror shall:

- Provide a data analysis report (e.g., description of problem, data source, number of occurrences, impact on production data, type of fix that was applied, number of records fixed, and number of records unable to be fixed).
- Develop a Quality Assurance/Audit plan to ensure counts, dollars, etc.
- Provide reconciliation reports between legacy system sources and the Staging Database.
- Develop scripts needed to populate the staging database.
- Produce a data mapping schema for all the data sources being used to load the staging database and revise that schema as required throughout the design and testing phases.
- Produce a data dictionary for the staging database.
- Produce a data model of the staging database.
- Work with the PAS Implementation team to map legacy system business dimensions to the new PAS. This also includes how missing data will be created, what data transformations are required, and what verifications will have to be performed.

**DATA CONVERSION/IMPLEMENTATION**
Offeror will have primary responsibility for executing conversion activities with support from OP&F staff. The data conversion process involves creating detailed data mapping, writing data conversion specifications, developing conversion programs or database scripts, unit and system testing, and verifying converted data results. Data conversion will consist of multiple conversion processes and programs, all producing reconciliation reports and data exceptions. The conversion programs, when completed, are sequenced into a data conversion execution schedule that is used to run mock data conversions. Mock conversion results, when loaded into the new system database, provide visibility to data conversion and data cleansing quality and accuracy.

The purpose of this phase is to get the data converted into the new PAS and identify any issues that may exist as a result of the conversion. The following are the data migration activities during Implementation:

- Conversion of data for Development (DEV) and User Acceptance Testing (UAT)
- Conversion of data for Mock Conversions and/or parallel testing, if necessary
- Conversion of data for Production
The Offeror shall:

- Anonymize the test data populations.
- Provide support to PAS Implementation team for items identified after production implementation that require data or information from the primary data sources.
- Provide support to the OP&F technical and business user communities to understand the changes in data as they are applied in the new environment vs. how they are applied in the old environment.
- Provide general support to the project team for any needs related to converted data.
- Identify and develop Automated Data Reconciliation and Comparison tools (i.e. scripts, queries, reports, etc.) that reconcile data from the legacy system to the new PAS.
- Develop and run queries/reports against processed data in the new PAS (e.g., employer transmittal report, etc.). Examples of the types of reports that may be required include:
  - Comparison of the total number of processed payroll records in the legacy system and the new PAS.
  - Comparison of the amount of taxes after a payroll run.
  - Number of benefits processed.
  - Total number of interest records processed.
  - Detailed interest granted, by participant, contributions, interest posted.
- Provide the testing process, including the test plan, test cases, test scenarios, and expected results for the migration from the staging database to the new PAS database.
- Work with OP&F and the PAS Implementation team in performing data dry run (mock) conversions as part of its testing, at least as often as monthly.
- Provide and develop automated processes (i.e., scripts) needed to populate the cleansing exception database.
- Develop audit trail and retain history (audit trail) of all data elements that are changed through migration.
- Develop scripts which will correct and/or transform the extracted data from the legacy data sources and place the data into a staging database, as applicable and appropriate.
- Perform in data/code value mapping.
- Identify test data populations.
- Execute the data conversion scripts to populate the DEV and UAT environments.
• Perform any bug fixes needed in the conversion scripts based on items identified during UAT.

• Execute the data conversion scripts to populate the final Production environment.

• Develop scripts which will correct and/or transform the extracted data from the legacy imaging/document data sources and place the data into a staging database, as applicable and appropriate.

3.5 Project Deliverables

Many deliverables will be required during the course of the implementation. A complete list will be jointly developed during the Clarification period. Expected deliverables include, but are not limited to:

• Project Charter
• Implementation Plan and Schedule
• Work Plan
• Project Communication Plan
• Change Control Plan
• Test Strategy and plans
• Regular status reports
• Design documents
• Data Migration Strategy and Plan
• Training Plan
• Training Materials
• Release Management Plan
• Security Plan
• Software Release Content Documentation
• The System and Solution, including but not limited to all Software, Equipment, Converted Data, and Hosting Services
The Offeror will deliver all project documentation to OP&F in a standard format using professional standards. Documents must be properly formatted, versioned, named, and organized. OP&F will not dictate the format or frequency of project documentation, but the Offeror shall ensure the following standards are met:

- All business requirements must be documented
- The technical design of the system must be completely documented
- All software releases must be documented (i.e., release notes)
- All increased functionality, enhancements or modifications must be documented
- The Offeror must submit written project status reports on a regular basis

The Offeror must provide draft release notes with confirmed content of the build prior to delivery, with final release notes accompanying the delivery. OP&F will use this information to plan their testing activities prior to receiving delivery of functionality.

OP&F must have a minimum of five (5) full business days to review all documentation that requires a sign-off. OP&F will be granted extensions if the Offeror submits documents that are particularly lengthy.

3.6 Expectations

While OP&F expects to have only a single point of contact, the successful Offeror may propose the use of a subcontractor(s) or joint venture partner(s). In such case, the successful Offeror will be expected to include in any agreement with a subcontractor or joint venture partner a provision that OP&F is intended to be the third party beneficiary under such agreement with rights to enforce the agreement without joinder of the successful Offeror, which must be in a form acceptable to OP&F.

Section 4 - Detailed RFP Information

4.1 Non-Mandatory Offerors’ Teleconference

A non-mandatory Offerors’ teleconference for firms interested in submitting proposals will be held on August 14, 2020 at 2PM (EDT). All potential Offerors interested in participating in the Offerors’ teleconference must register with OP&F by August 12, 2020 (via e-mail: rfpinquiries@op-f.org) in order to receive the conference call information. The call will start promptly at 2PM (EDT). Unregistered attendees will not be permitted. The call will last up to two hours. Attendance for the call is not a requirement for submitting a proposal. The purpose of this meeting is to provide clarifications regarding any section of the RFP.

Written questions that are properly submitted by 4PM (EDT) on August 10, 2020, will, if possible, be answered during the call. Questions will be accepted during the call and will
possible, be answered during the call. OP&F reserves the right to supplement oral responses provided by OP&F during the Offerors’ teleconference. No response to an inquiry to this RFP is final until posted on OP&F’s website. However, all questions that are properly submitted by 4PM (EDT) on August 14, 2020, will be answered and posted to OP&F’s website by August 21, 2020.

4.2 Clarifications Regarding this RFP

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

4.3 Statement of Confidentiality and Rights to Data

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

4.4 Health Insurance Portability and Accountability Act (HIPAA)

The Offeror shall be required to execute a Business Associate Agreement. Among other requirements, such agreement shall require the successful Offeror to comply the applicable laws governing Protected Health Information (PHI) and Business Associates under the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated there under, and as amended from time to time, the Health Information Technology for Economic and Clinical Health Act (HITECH) and its implementing regulations, and applicable laws in the state of Ohio. The successful Offeror shall be required to ensure, in writing, that any agent, including a subcontractor to whom it provides PHI received from or created or received by and/or through this contract, agrees to the same restrictions and conditions that apply through the above-described Agreement with respect to such information.

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

4.5 Contract Term

OP&F intends to enter into an Agreement with the selected Offeror effective on January 4, 2021 with an initial guarantee period of five years. After the initial period through December 31, 2025, two (2) three-year “option” periods may be exercised at the sole discretion of OP&F.
4.6 Glossary of Terms

- **Agreement** - Executed and legally binding contract resulting from this RFP
- **COLA** - Cost of Living Allowance
- **DPO** - Division of property order
- **DROP** - Deferred retirement option plan
- **EDT** - Eastern Daylight Time
- **EFT** - Electronic Fund Transfer
- **FTP** - File Transfer Protocol
- **HIPAA** - Health Insurance Portability and Accountability Act of 1996
- **HITECH** - Health Information Technology for Economic and Clinical Health
- **HRA** - Health Reimbursement Account
- **IT** - Information Technology
- **JSA** - Joint and Survivor Annuity
- **Member** - All full-time police and firefighters and retirees eligible to receive benefits from OP&F
- **Offeror** - Organization submitting an offer for this proposal
- **OP&F** - Ohio Police and Fire Pension Fund
- **PHI** - Protected health information
- **PII** - Personally, identifiable information
- **POA** - Power of Attorney
- **PEP** - Pre-employment physical
- **QEBA** - Qualified Excess Benefit Arrangement
- **QLE** - Qualifying life event
- **RFP** - Request for proposal
- **RMD** - Required minimum distribution
- **SLA** - Single life annuity

4.7 RFP Contents

The RFP references the following items: RFP, including:

- Attachment A: Technical Proposal
- Attachment B: Financial Proposal
- Appendix A: Vendor Disclosure and Restrictions to Board of Trustees
- Appendix B: Reporting and Registration Requirements under Ohio Law
- Appendix C: Business Associate Agreement
- Schedule A: Standard Insurance Requirements

4.8 Technical Response Format

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

- Each proposal shall be prepared simply and economically, providing a straightforward,
concise description of the Offeror’s ability to meet the requirements of this RFP as outlined in Attachment A-3: Administrative Requirements. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of the OP&F’s needs.

- Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by OP&F, at its discretion.
- Representations made within the proposal will be binding on the Offeror, but not OP&F. Additionally, OP&F will not be bound to act by any previous communication or proposal submitted by the Offeror other than this RFP and any proposal submitted in response to this RFP.

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

4.8.1 Transmittal Letter

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

4.8.2 Table of Contents

The Proposal shall include a Table of Contents that lists page number references. The Table of Contents should be in sufficient detail to facilitate easy reference to the sections of the Proposal and separate attachments (which shall be included in the main Table of Contents).

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

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

The following exhibit is located in the MS Word documents labeled Attachment A: Technical Proposal.

Attachment A: Technical Proposal will be included with the posting on www.op-f.org.

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

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

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

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

- Attachment A-3: Administrative Requirements
  The Offeror shall complete the exhibit in each requirements section by selecting either “Agree” or “Disagree” to each administrative requirement. For each requirement for which the Offeror selects “Disagree”, an explanation must be provided in Attachment A-7: Deviations & Clarifications. The Offeror will also provide a sample Contract for Services/Software, License, Services and Support Agreement based on a prior engagement of Offeror with a 3rd Party.

- Attachment A-4: Questionnaire
  The Offeror shall answer each question in A-4: Questionnaire completely/briefly in the space provided.

- Attachment A-5: Subcontractor Questionnaire
  The Offeror shall complete a Subcontractor Questionnaire for each subcontractor proposed to perform any of the administrative requirements of this Agreement.
• **Attachment A-6: Performance Guarantees**

The Offeror shall indicate its willingness to comply with each of the performance guarantees described. For those guarantees in which the Offeror selects “Disagree”, an explanation for the disagreement and/or a modification to the reporting measurement must be described in Attachment A-7: Deviations & Clarifications.

• **Attachment A-7: Deviations & Clarifications**

The Offeror shall complete this attachment regardless of whether or not deviations from the administrative requirements or performance guarantees are proposed.

• **Attachment A-8: Signature Page**

The Offeror shall complete this attachment and provide documentation granting authorization for the signing officer to bind the Offeror to the agreements and representations made in the Offeror’s Proposal. Label the documentation as A-8: Authorization Documentation.

• **Response Attachments**

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

1. Sample Contract for Services/Software, License, Services and Support Agreement
2. Offeror’s Organization Chart
3. Service Organizational Control Report
4. 5 Year Contract History
5. Terminated Contracts
6. Audited Financial statements
7. Offeror’s “Ability to Finance statement”
8. Dun & Bradstreet Business Information Report
9. OP&F Project Staffing requirements
10. Project Organization Chart
11. Project/Offeror Organization Chart Crosswalk
12. Key Staff resumes
13. Key Staff personal references
14. Sample Workflow tracking and flow report
15. Proposed Project Implementation Plan
16. Proposed Project Resource Plan
17. 3rd Party Hosting Terms of Service Agreement
18. Open Source Software license agreement
21. Most recent User Conference Agenda
22. Additional A-6 Performance Guarantees
23. Completed & Signed Business Associate Agreement
24. Certificates of Required Insurance Coverage
• Business Associate Agreement

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

4.9 Financial Response Format

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

• Each proposal shall be prepared simply and economically. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of OP&F’s needs.

• Proposals that are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by OP&F, at its discretion.

• Representations made within the proposal will be binding on the Offeror, but not OP&F. Additionally, OP&F will not be bound to act by any previous communication or proposal submitted by the Offeror other than this RFP and any proposal submitted in response to this RFP.

• The financial proposal should be submitted in a separately sealed envelope and marked “Financial Proposal”. The Financial Proposal must be completed in the MS Excel format in which it is provided.

4.9.1 Attachment B: Financial Proposal

The financial proposal is located in the MS Excel spreadsheet labeled Attachment B: Financial Proposal and will be included with the posting on www.op-f.org.

The Offeror shall complete Attachment B: Financial Proposal according to the instructions described at the top of each worksheet.

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

4.10 Response Submission Instructions

Offerors must submit one electronic copy of the response to OP&F’s secure vendor website as well as mail twelve (12) hardcopies of their response by September 18, 2020 in accordance with the following:
If hard copies are sent by mail delivery (via postal service/overnight carrier) to:
Ohio Police & Fire Pension Fund
Attn: Janeane N. Mayesky, CPSM, C.P.M., A.P.P., CM
Procurement Manager
140 East Town Street Columbus, Ohio 43215

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

How to Register for OP&F’s Secure RFP Access:
1. Visit https://www.op-f.org/vendors/
2. Click on Create Account button
3. Enter Company Information, name of person submitting RFP, business phone number, and enter Janeane Mayesky for the “OP&F Contact Name.”
4. For Your Account Information, please create a unique username, a password, confirm your password, your business email address. When all fields are completed, click Submit.
5. You will receive a registration confirmation email from OP&F when your account has been created and activated, with instructions on how to upload your RFP.

OP&F must receive your electronic proposal by the stated deadline as set forth in Section 4.11 below. Late proposals will not be considered. Fax and e-mail responses will not be considered.

4.11 RFP Schedule

Significant dates for this RFP are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Deadline*</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP issued</td>
<td>July 29, 2020</td>
</tr>
<tr>
<td>Questions submitted in writing</td>
<td>August 10, 2020 - 4PM (EDT)</td>
</tr>
<tr>
<td>(for non-mandatory Offerors’ teleconference)</td>
<td></td>
</tr>
<tr>
<td>Deadline for registration for non-mandatory</td>
<td>August 12, 2020</td>
</tr>
<tr>
<td>teleconference</td>
<td></td>
</tr>
<tr>
<td>Non-mandatory Offerors’ teleconference</td>
<td>August 14, 2020 - 2PM (EDT)</td>
</tr>
<tr>
<td>OP&amp;F posts responses to OP&amp;F website</td>
<td>August 21, 2020</td>
</tr>
<tr>
<td>RFP electronic responses due and hard copies</td>
<td>September 18, 2020 - 4PM (EDT)</td>
</tr>
<tr>
<td>postmarked</td>
<td></td>
</tr>
<tr>
<td>Potential finalist meetings</td>
<td>October 5-9, 2020</td>
</tr>
<tr>
<td>In-person meetings at OP&amp;F</td>
<td>October 19-20, 2020</td>
</tr>
<tr>
<td>Target engagement start date</td>
<td>January 4, 2021</td>
</tr>
</tbody>
</table>

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

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

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

4.13 Analysis/Evaluation Criteria

Proposals will be reviewed to evaluate if the offer is responsive and if responsive, how well the offer meets, including, but not limited to, the following criteria:

- The proposed Solution and Implementation Approach
- The proposed Offeror’s Staffing
- The Offeror’s Experience and References
- Agreement to reasonable performance guarantees with economic consequences for failure to meet the guarantees
- Cost

4.14 Additional Information

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

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

By submitting a properly executed proposal, the Offeror is certifying to OP&F that the proposal submitted is valid for 200 days after the RFP Response Due Date as set forth in Section 4.11 above, for receipt of the proposal and the Offeror acknowledges that it is in agreement with the terms and conditions presented in this RFP, the exhibits, and addenda to the RFP.

OP&F reserves the right, without prejudice, to reject any or all of the proposals submitted. OP&F also reserves the right, without prejudice, to award only a portion of the RFP and/or select multiple Offerors using various products that have been proposed. There is no express or implied obligation for OP&F to reimburse responding firms for any expense incurred in preparing proposals in response to this request.
Proposals will not be made available for public inspection until OP&F has made a final award. All proposals received in response to the RFP and maintained by OP&F are subject to Ohio Revised Code Chapter 149, Ohio’s “Sunshine Law”. The code provides exemptions for proprietary, trade secret and certain confidential information. Information not covered by the exemptions is a matter of public record and will be subject to public inspection. Offerors should designate parts of their proposals they consider to fit into exemptions of the Ohio Public’s records act.

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

Section 5 - Terms and Conditions

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

OP&F reserves the right, at its sole and absolute discretion and without giving reasons or notice, at any time and in any respect, to alter these procedures, to change and alter any and all criteria, to terminate discussions, to accept or reject any response, in whole or in part, to negotiate modifications or revisions to a response and to negotiate with any one or more Offerors to the RFP.

OP&F is not and will not be under any obligation to accept, review or consider any response to the RFP, and is not and will not be under any obligation to accept the lowest offer submitted or any offer at all. OP&F is not and will not be under any obligation to any recipient of, or any Offeror to, the RFP except as expressly stated in any binding Agreement ultimately entered into with one or more parties, either as part of this RFP process, or otherwise. Any decision to enter into a binding Agreement with an Offeror to this RFP is in OP&F’s sole and absolute discretion.
Appendix A

Vendor Disclosure and Restrictions to Board of Trustees

1. A vendor shall disclose any of the following to the Board of Trustees and the Internal Auditor:

   A. Campaign contributions valued in excess of $100 made to any State officeholder, who appoints a member of OP&F’s Board of Trustees; or

   B. Any charitable contribution valued in excess of $50 made at the request of any member of OP&F’s Board of Trustees.

2. All vendor disclosure of contributions and gifts shall be made as follows:

   A. Upon submission of an initial application or proposal to do business with OP&F, a summary of contributions for the previous twelve months shall be submitted.

   B. Within 30 days of an award of a contract by OP&F, the vendor must disclose contributions made from the award date to the date of initial application or proposal to do business that was submitted to OP&F.

   C. Annually, for the previous calendar year, which is consistent with the reporting to the Ohio Ethics Commission under Ohio Revised Code Section 742.115, in accordance with the deadlines determined by OP&F.

3. Any violation of this policy may lead to the Board of Trustees declaring the vendor disqualified from doing business with the OP&F and terminating any existing business relationship.

4. Nothing in this policy supersedes any applicable provision of the Ohio Revised Code or the terms of any agreement between the vendor and OP&F.

5. These policy requirements will be included in all contracts on or after the effective date of this policy.
Appendix B

Reporting and Registration Requirements under Ohio Law

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

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

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

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

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

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

*According to Section 101.97 of the Ohio Revised Code, a copy of which is the next page, third party marketing fees are prohibited with limited exceptions.
R. C. 101.97 Contingent compensation agreements prohibited; incentive compensation plan.

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

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

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into on this day of ____________, 2020 ("effective date"), by and between the Ohio Police and Fire Pension Fund (hereinafter referred to as "Covered Entity"), a public pension fund created under Chapter 742 Ohio Revised Code and ______________ (hereinafter referred to as "Business Associate").

RECITALS

A. Covered Entity and Business Associate have entered into a certain Agreement for ______________ ("Existing Agreement") that will make available and/or transfer to Business Associate certain Protected Health Information ("PHI") that is confidential and must be afforded special treatment and protection pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule").

B. Business Associate will have access to and/or receive from Covered Entity certain PHI that can be used or disclosed only in accordance with this Agreement, the Privacy Rule and the Security Rule.

C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to this Agreement in compliance with HIPAA, the Privacy Rule and Security Rule, and other applicable laws.

D. As part of the Privacy Rule and Security Rule, Covered Entity must enter into a contract with Business Associate containing specific requirements as set forth in, but not limited to, Title 45, Sections 164.308(b)(1), 164.314(a), 164.502(e), and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Agreement, prior to the disclosure of PHI.

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

ARTICLE I
Definitions

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

(a) ELECTRONIC PROTECTED HEALTH INFORMATION ("E-PHI") means PHI that is transmitted or maintained in electronic media.

(b) ELECTRONIC MEDIA means: (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2)
Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

(c) **DESIGNATED RECORD SET** shall mean a group of records maintained by or for Covered Entity that is: (a) the medical records and billing records about Individuals; or (b) used in whole or in part, by or for Covered Entity to make decisions about individuals. For these purposes, the term record means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) **HEALTH CARE OPERATIONS** shall have the same meaning given to such term in the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

(e) **HHS** shall mean the United States Department of Health and Human Services.

(f) **INDIVIDUAL** shall mean the person who is the subject of the PHI, and shall have the same meaning as the term "individual" as defined in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(g) **PARTIES** shall mean Business Associate and Covered Entity.

(h) **PRIVACY RULE** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR § 160 and § 164, Subparts A and E.

(i) **PROTECTED HEALTH INFORMATION ("PHI")** shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(j) **REQUIRED BY LAW** shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(k) **SECRETARY** shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.

(l) **SECURITY INCIDENT** has the meaning assigned to such term in 45 CFR § 164.304.

(m) **SECURITY RULE** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR § 160 and § 164, Subparts A and C.
12. **Other Terms.** Other capitalized terms shall have the meaning ascribed to them in the context in which they first appear. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in 45 CFR §§ 160.103 and 164.501. Any reference to a regulation or section in the Code of Federal Regulations ("CFR") shall include any corresponding regulation subsequently issued regardless of the date of issue.

**ARTICLE II.**
**General Terms**

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

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

**ARTICLE III.**
**Obligations and Activities of Business Associate**

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

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

3.3. **Security Safeguards.** To the extent that Business Associate receives, uses, creates, maintains and/or discloses any PHI/E-PHI for or on behalf of Covered Entity, Business Associate agrees: (i) to implement administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI/E-PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by the Security Rule; (ii) to notify Covered Entity if Business Associate becomes aware of a Security Incident involving the PHI/E-PHI; and (iii) to ensure that any agents or subcontractors to whom Business Associate provides such PHI/E-PHI agree to implement reasonable and appropriate safeguards to protect the PHI/E-PHI. Business
3.4. **Application of Privacy Provisions.** Business Associate may use and disclose PHI/E-PHI that Business Associate obtains or creates only if such use or disclosure is in compliance with each applicable requirement of 45 CFR § 164.504(e), relating to business associate agreements. The HIPAA Rules that relate to privacy and that are made applicable with respect to Covered Entity and Business Associate are hereby incorporated into this Agreement.

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

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

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

(a) A description of the Breach, including the date of the Breach and the date of the discovery of the Breach, if known;

(b) A description of the types of Unsecured PHI/E-PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, credit card numbers, diagnosis, disability code or other types of PHI/E-PHI were involved);

(c) Any steps that Individuals should take to protect themselves from potential harm resulting from the Breach;
(d) A description of what Business Associate is doing to investigate the Breach, to mitigate the harm to Individuals and to protect against further Breaches; and

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

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

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

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

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

3.11. **Amendments to PHI/E-PHI.** Business Associate agrees in the time and manner designated by Covered Entity to make PHI/E-PHI contained in a Designated Record Set available for any amendments that Covered Entity agrees to make pursuant to 45 CFR § 164.526 or to otherwise allow Covered Entity to comply with its obligations under 45 CFR § 164.526. If any Individual requests an amendment of PHI/E-PHI, or a record about the Individual, contained in a designated Record Set directly from Business Associate or its agents or subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the request. Covered Entity shall have sole authority and responsibility to approve or deny such a request, and shall notify Business Associate, in writing, of its decision to approve or deny any such request.

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

(a) To carry out treatment, payment, and health care operations as provided in 45 CFR § 164.506;

(b) To Individuals of PHI about them as provided in 45 CFR § 164.502;

(c) Incident to a use or disclosure otherwise permitted or required by the Privacy Rule, as provided by 45 CFR § 164.502;

(d) Pursuant to an authorization by an Individual as provided in 45 CFR § 164.508;

(e) For Covered Entity's facility directory or to persons involved in an Individual's care or other notification purposes as provided in 45 CFR § 164.510;

(f) For national security or intelligence purposes as provided in 45 CFR § 164.512(k)(2);

(g) To correctional institutions or law enforcement officials as provided in 45 CFR § 164.512(k)(5);

(h) As part of a limited data set in accordance with 45 CFR § 164.514(e); or

(i) That occurred prior to April 14, 2003.

For each such disclosure, Business Associate shall document the following information: (i) the date of the disclosure; (ii) the name of the entity or person who received the PHI and, if known, the address of such entity or person; (iii) a brief description of the PHI/E-PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably states the basis for the disclosure.
3.13. **Availability of Information to Respond to Request.** Business Associate shall provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 3.12 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI/E-PHI in accordance with 45 CFR §164.528. In the event that a request for an accounting is delivered directly to Business Associate or its agent or subcontractor by an Individual or a party other than Covered Entity, Business Associate shall within five (5) days of such request forward it to Covered Entity in writing. Business Associate shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of disclosures of PHI/E-PHI only to Covered Entity.

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

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

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

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

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

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

**ARTICLE IV.**
Permitted Uses and Disclosures by Business Associate

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

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

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

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

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

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

ARTICLE VI.
Obligations of Covered Entity

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

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

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

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

ARTICLE VII.
Term and Termination

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

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

7.3. **Judicial or Administrative Proceedings.** Either party may terminate this Agreement
and the Existing Agreement by written notice to the other party, effective immediately, if
(i) the other party is named as a defendant in a criminal proceeding for a violation of
HIPAA, the Privacy Rule, or other security or privacy laws, or (ii) a finding or stipulation that
the other party has violated any standard or requirement of HIPAA, the Privacy Rule, or any
other security or privacy laws is made in any administrative or civil proceeding in which the party
has been joined.

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

7.5. **Effect of Termination.**

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

ARTICLE VIII.
Miscellaneous

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

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

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

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

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

8.6. Injunctive Relief. Business Associate agrees that this Agreement is necessary to protect the value of the PHI/E-PHI, and Business Associate covenants that any breach of this Agreement shall result in irreparable damage to Covered Entity to which Covered Entity shall have no adequate remedy at law, and Business Associate consents to an injunction by any court of competent jurisdiction in Franklin County, Ohio in favor of Covered Entity enjoining any breach of this Agreement without the necessity of posting bond, or if bond is required, the same shall not exceed one hundred dollars, without prejudice to any other right or remedy to which Covered Entity may be entitled.
8.7. **Right to Cure.** Business Associate agrees that Covered Entity has the right, but not the obligation, to cure any and all breaches of Business Associate's privacy, security and confidentiality obligations under this Agreement. Any expenses or costs associated with Covered Entity's cure of Business Associate's breach(es) shall be borne solely by Business Associate.

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

8.9. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, Security Rule or HIPAA.

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

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

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

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

8.14. **Notice.** Any notice required or permitted to be given by either party under this Agreement shall be sufficient if in writing and hand delivered (including delivery by courier) or sent by postage prepaid certified mail return receipt requested, or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision, as follows:
If to Covered Entity:  
Director of Member Services Ohio Police & Fire Pension Fund  
140 East Town Street  
Columbus, OH 43215  
with a copy to:  
General Counsel at the same address

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

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

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

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

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

Each party to this Agreement warrants that it has full power and authority to enter into this Agreement, and the person signing this Agreement on behalf of either party warrants that he/she has been duly authorized and empowered to enter into this Agreement.
Covered Entity: Ohio Police & Fire Pension Fund

By: John J. Gallagher, Jr.
    Executive Director

Business Associate:

By:

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

Insurance Requirements

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

- $1,000,000 per occurrence
- $1,000,000 per occurrence
- $1,000,000 aggregate
- $2,000,000 aggregate per project or job
- $5,000 per person

Combined single limit for bodily injury and property damage
Personal and advertising injury
Products/completed operations
General policy aggregate
Medical expense

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

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

- $1,000,000 each accident
- $1,000,000 each employee
- $500,000 policy limit

Bodily injury by accident
Bodily injury by disease
Bodily injury by disease

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

**Umbrella Liability Insurance**: Recipient agrees to maintain in full force and effect Umbrella Liability insurance that provides excess following from coverage over the underlying Commercial General Liability, Automobile Liability, and Employers Liability policies previously described. The Umbrella policy should provide minimum limits of liability of $4,000,000.
Professional Liability Insurance: Recipient agrees to maintain in full force and effect aggregate limit of $3,000,000 for the services to be rendered.

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

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

Cybersecurity/risk Insurance: Recipient agrees to maintain in full force and effect cybersecurity/risk policy of insurance with an aggregate limit of $3,000,000 and relating to the services to be rendered.

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

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

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

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