

## **BUSINESS ASSOCIATE AGREEMENT**

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

### **RECITALS**

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

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

### **ARTICLE I**

#### **Definitions**

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

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

card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

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

- (m) **SECURITY RULE** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR § 160 and § 164, Subparts A and C.

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

## **ARTICLE II. General Terms**

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

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

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

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

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

3.3. **Security Safeguards.** To the extent that Business Associate receives, uses, creates, maintains and/or discloses any PHI/E-PHI for or on behalf of Covered Entity, Business Associate agrees: (i) to implement administrative, physical and technical safeguards to reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI/E-PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity, as required by

the Security Rule; (ii) to notify Covered Entity if Business Associate becomes aware of a Security Incident involving the PHI/E-PHI; and (iii) to ensure that any agents or subcontractors to whom Business Associate provides such PHI/E-PHI agree to implement reasonable and appropriate safeguards to protect the PHI/E-PHI;

3.4 **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.

3.5 **Report of Improper Use or Disclosure.** Business Associate agrees promptly, but no later than ten (10) calendar days, to report to Covered Entity any use or disclosure of the PHI/E-PHI not provided for by this Agreement or of which Business Associate becomes aware. Such report shall be in writing and shall be reported to Covered Entity as soon as practicable after the date Business Associate becomes aware of such use or disclosure.

3.6 **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. Business Associate shall implement and maintain appropriate sanctions, including but not limited to termination, against agents and subcontractors that violate such restrictions.

3.7 **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.

3.8 **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.

3.9 **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.

3.10 **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.

3.11 **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 3.7 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI/E-PHI in accordance with 45 CFR § 164.528. In the event that a request for an accounting is delivered directly to Business Associate or its agent or subcontractor by an Individual or a party other than Covered Entity, Business Associate shall within five (5) days of such request forward it to Covered Entity in writing. Business Associate shall, unless otherwise directed by Covered Entity or as Required By Law, supply an accounting of disclosures of PHI/E-PHI only to Covered Entity.

3.12 **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.

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

3.14 **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.

3.15 **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.

#### **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 to carry out the legal responsibilities of the Business Associate.

4.4. **Other Appropriate Disclosures of PHI/E-PHI; Confidentiality Assurances and Notification.** Except as otherwise limited in this Agreement, Business Associate may, if necessary, disclose PHI/E-PHI for the proper management and administration of the 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 that 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.

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 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 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 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 shall terminate immediately, upon written notice of either party.

7.5. **Effect of Termination.**

- (a) Except as provided in paragraph (b) of this Section 7.5, upon termination of this Agreement for any reason, Business Associate shall return or destroy (at Covered Entity's election) all PHI/E-PHI received from Covered Entity, or received by, or created by Business Associate on behalf of Covered Entity. This provision shall apply to PHI/E-PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI/E-PHI. If Business Associate is directed to destroy the PHI/E-PHI, Business Associate shall certify in writing to Covered Entity that such PHI/E-PHI has been destroyed.
- (b) In the event that Business Associate determines that returning or destroying the PHI/E-PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon

Covered Entity's approval, which shall not be unreasonably withheld, Business Associate may retain the PHI/E-PHI, but shall extend the protections of this Agreement (including, but not limited to, Articles I, II, III, IV, and V) to such PHI/E-PHI and limit further uses and disclosures of such PHI/E-PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI/E-PHI.

## **ARTICLE VIII. Miscellaneous**

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

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

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

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

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

8.6. **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.

8.7. **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.

8.8. **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.

8.9. **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.

8.10. **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.

8.11. **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.

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

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

If to Covered Entity:

If to Business Associate:

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

General Counsel at the same  
address

8.14. **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.

8.15. **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.

8.16. **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.

8.17. **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.

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

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

Covered Entity:

Business Associate:

Ohio Police & Fire Pension Fund

By: \_\_\_\_\_  
William J. Estabrook  
Executive Director

By: \_\_\_\_\_  
Its: \_\_\_\_\_