

COLLABORATIVE SERVICES AGREEMENT

THIS AGREEMENT is effective the 1st day of July, 2019 (the "Effective Date"), by and between **JEWISH HOSPITAL & ST. MARY'S HEALTHCARE, INC.**, a Kentucky not-for-profit corporation d/b/a Our Lady of Peace Hospital ("**OLOP**"); and **JEFFERSON COUNTY PUBLIC SCHOOLS ("JCPS")** (each a "**Party**" and sometimes collectively referred to as the "**Parties**").

WHEREAS, OLOP is a private, not-for-profit psychiatric hospital providing inpatient and outpatient mental health and substance abuse treatment services to children and adolescents at a facility located at 2020 Newburg Road, Louisville, Kentucky 40205 (the "Peace Center"); and

WHEREAS, JCPS operates a fully accredited Jefferson County Public School (the "Peace Academy") on-site at the Peace Center to provide educational services to children and adolescents aged 5 – 18 who are enrolled in elementary, middle or high school and who are patients in an OLOP outpatient or inpatient treatment program; and

WHEREAS, certain children receiving treatment at OLOP and educational services at the Peace Academy are in the custody or supervision of the Commonwealth of Kentucky, and are being served in programs funded and/or operated by the Department of Juvenile Justice; the Department for Community Based Services; or the Department for Behavioral Health, Developmental and Intellectual Disabilities (each individually "a State Agency Child" and collectively, the "State Agency Children"); and

WHEREAS, the Parties wish to enter into this Agreement to foster the provision of coordinated and high quality treatment and educational services to the State Agency Children at OLOP and the Peace Academy.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Obligations of OLOP. As treatment services provider, OLOP agrees to the following:

1.1 Medical Treatment; Medication. OLOP shall have sole responsibility for all treatment services provided under this Agreement and shall administer all medications required by any State Agency Child. OLOP shall make its best efforts to ensure that each student's health, hygiene and dress are appropriate for school attendance. All treatment teams for State Agency Children shall include attendance or input of a Peace Academy staff member when school is in session.

1.2 Student Records. OLOP shall provide JCPS with pertinent educational records of each State Agency Child, and shall notify JCPS of disciplinary actions taken by other Jefferson County Schools against a State Agency Child within a three (3) year period prior to each State Agency Child's enrollment in the Peace Academy, to the extent OLOP has access to such records or information. Any information provided to JCPS by OLOP under this Section shall be maintained as confidential by JCPS and shall be used only for the

purpose of arranging for educational services, and not as a basis for denial of educational services.

1.3 Communication. To the extent permitted by law and its own policies related to the disclosure of confidential patient information, OLOP shall communicate with Peace Academy in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of placement and/or discharge of any State Agency Child with OLOP; (b) notice of regularly scheduled or specially scheduled meetings for case review; (c) notice and opportunity for Peace Academy staff participation in relation to educational issues, placement planning conferences and aftercare planning; (d) information pertaining to clinical situations that have occurred at OLOP, to the extent such information has safety implications for Peace Academy staff or other students or may affect a child's behavior in school; (e) notice of staff development sessions, including staff orientation, Joint Commission mandatory in-service training, safe physical management training, and other mandated trainings; and (f) notice of any group or individual behavior interventions or management systems that have implications for the school setting.

1.4 Availability of OLOP Staff. OLOP shall ensure that a Peace Center staff member is either assigned to the Peace Academy school and/or classroom areas or available as needed at all times when the Peace Academy is in session. At least two staff members will be assigned to the 4Lourdes school area.

2. Obligations of JCPS. As educational services provider, JCPS agrees as follows:

2.1 Educational Services. JCPS shall provide educational services for all school-aged State Agency Children receiving in-patient treatment services at OLOP, consistent with each child's individual educational needs.

2.2 Communication. JCPS shall communicate with OLOP in a timely fashion regarding matters pertinent to the services provided under this Agreement. Such communications shall include, but are not limited to: (a) notice of staff development activities and opportunities for attendance at such activities by OLOP staff; (b) notice of school meetings and opportunities for attendance at school meetings regarding the design or review of educational services for individual students; (c) notice of any incident occurring in school of a disciplinary nature or otherwise likely to affect student behavior; and (d) notice of any identified medical, mental health, or hygiene condition manifested by any student.

2.3 Evaluation and Referral for Educational Disability. JCPS shall ensure that any student suspected of having an educational disability will be referred, evaluated, and if appropriate, provided special educational services in accordance with state requirements, district procedures, and Individual Educational Programs ("IEPs").

2.4 Adherence with OLOP Policies and Procedures. JCPS shall ensure that Peace Academy staff comply with all relevant OLOP policies and procedures, including but not limited to policies regarding professional dress code. JCPS employee requirement

documentation will be made readily available to OLOP personnel as requested. This may include background checks, abuse registry, TB tests and other employee documentation. JCPS will follow all OLOP safety and emergency procedures and guidelines.

2.5 Treatment Team Meetings. Peace Academy shall provide a staff member to attend OLOP meetings regarding educational services, and shall provide an educator to participate in treatment team meetings and/or Safety Huddle when school is in session.

2.5 Documentation. JCPS shall ensure that Peace Academy staff follow mutually agreed upon methods and schedules for documentation of student progress.

2.6 Removal of Staff. In the event of an allegation of abuse by a Peace Academy staff member, JCPS shall immediately remove that staff member from direct contact with students until an investigation by JCPS and OLOP is complete.

3. Mutual Obligations. The Parties shall collaborate in the provision of the services hereunder as follows:

3.1 Communication. The Parties agree to regularly communicate about the individual needs of each student, in a manner and on a schedule that is mutually convenient and agreed by the Parties.

3.2 Behavioral and Crisis Interventions. The Parties agree to communicate and collaborate in designing any group or individual behavior interventions or management systems that have implications for the school setting, and shall confer and agree on when to exclude students from classes. The Parties will further determine a mutually agreeable method for dealing with crisis situations that may occur in the school setting.

4. Term and Termination.

4.1 Term. Unless terminated earlier as provided herein, the term of this Agreement shall be from the Effective Date, through June 30, 2020 (the "Initial Term"). The Agreement may be extended for additional twelve (12) month periods upon written agreement of the Parties (each a "**Renewal Term**"). The Initial Term and any Renewal Term are herein together referenced as the "**Term**" of this Agreement.

4.2 Termination. Either Party may terminate this Agreement without cause upon thirty (30) days written notice to the other Party. Either Party may terminate this Agreement for cause, in the event of a material breach by the other Party, upon five (5) business days written notice to the other Party. The notified Party shall have five (5) days to cure the cause specified in the notice of termination.

5. Business Associate Assurances. To the extent that JCPS and/or Peace Academy are granted access to any Protected Health Information of any State Agency Child receiving services at OLOP, JCPS shall execute and adhere to the terms of the form business associate agreement attached to this Agreement as *Exhibit B*, "Business Associate Agreement."

6. No Assignment. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. Any such attempted assignment or delegation of either Party's rights, claims, privileges, duties or obligations under this Agreement shall be null and void.
7. Notices. All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be effective: (a) upon actual delivery; (b) on the second business day following such delivery by facsimile transmission to the telephone number provided by the Party for such purposes; (c) on the fourth business day following deposit with the United States Postal Service, postage prepaid, to the address provided by the Party for such purposes.

If to OLOP:

Our Lady of Peace Hospital
Attn: President
2020 Newburg Road
Louisville, KY 40205

If to JCPS:

Jefferson County Public Schools
3332 Newburg Rd.
P.O. Box 34020
Louisville, Kentucky 40232-4020

8. Independent Contractors. In the performance of duties and obligations under this Agreement, it is understood and agreed that JCPS and Peace Academy and its or their respective employees, if any, are at all times performing as independent contractors. It is expressly agreed that no work, act, commission or omission or JCPS, Peace Academy, or its or their respective employees, if any, shall be construed to make or render JCPS, Peace Academy, or its or their respective employees, if any, the agent, employee or servant of OLOP. JCPS shall be solely responsible for its employees' salary, compensation, benefits, payroll taxes, required insurance, workers' compensation insurance, and similar items, and shall indemnify and hold OLOP harmless from and against all such items, liability, and costs (and attorneys' fees and other costs of defending against the same) arising from any claim by or on behalf of JCPS, any governmental agency, or any other person alleging that JCPS, Peace Academy, or its or their employees, if any, is an employee of OLOP in connection with providing the services under this Agreement.
9. Miscellaneous.
 - 9.1 Headings. The headings of the sections of this Agreement are included for the purposes of convenience only and shall not affect the interpretation of any provision hereof.

- 9.2 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which shall together constitute the same agreement.
- 9.3 Partial Invalidity. If any provision of this Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of this Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of this Agreement.
- 9.4 Authority. Each individual signing this Agreement on behalf of a Party hereby represents and warrants in his or her individual capacity that he or she has full authority to do so on behalf of that Party.
- 9.5 Amendment. This Agreement may be amended at any time by mutual agreement of the Parties without additional consideration, provided that, before any amendment shall become effective, it shall be put in writing and signed by each of the Parties.
- 9.6 Entire Agreement. This Agreement and all exhibits hereto constitute the entire agreement between the Parties with regard to the subject matter hereof and thereof. This Agreement supersedes all previous agreements between the Parties with regard to the subject matter described herein. There are no agreements, representations, or warranties between the Parties other than those set forth in this Agreement or the documents and agreements referred to in this Agreement. No term or provision of this Agreement may be waived except in writing signed by the party making such waiver. Except as otherwise expressly provided in this Agreement, all covenants, agreements, representations and warranties, express and implied, shall survive the execution of this Agreement, and shall remain in effect and binding upon the Parties until they have fulfilled all of their obligations hereunder, and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.
10. Additional Provisions. The Parties hereto agree to abide by certain additional provisions, attached hereto at *Exhibit A*. **The additional provisions contained in *Exhibit A* are hereby specifically incorporated into and made a part of this agreement, and each party specifically acknowledges as such.**

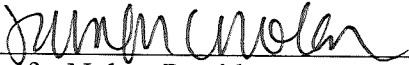
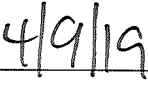
[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Collaborative Services Agreement to be effective as of the Effective Date.

JEWISH HOSPITAL & ST. MARY's

HEALTHCARE, INC. d/b/a

OUR LADY OF PEACE HOSPITAL

Jennifer Nolan, President Date

JEFFERSON COUNTY PUBLIC SCHOOLS

Martin Pollio, Superintendent Date

EXHIBIT A

ADDITIONAL PROVISIONS

The following sections are incorporated by reference into the attached Agreement and are made fully a part thereof. Any ambiguity or conflict shall be resolved in favor of these Additional Provisions.

1.1 Compliance with CHI Standards of Conduct. JCPS recognizes that it is essential to the core values of OLOP that OLOP must, at all times, conduct itself in compliance with the highest standards of business ethics and integrity and applicable legal requirements, as reflected in the *Catholic Health Initiatives ("CHI") Standards of Conduct*, as amended from time to time. As of the Effective Date of the Agreement, the *CHI Standards of Conduct* are set forth in *Our Values & Ethics at Work Reference Guide* ("E@W Guide"), which is available at the following website:

<http://www.catholichealthinitiatives.org/corporate-responsibility>

In the event that OLOP determines in good faith that compliance with the Standards of Conduct conflicts with its obligations pursuant to the Agreement, then OLOP may immediately terminate the Agreement.

1.2 Ethical and Religious Directives. JCPS recognizes that it is essential to the core values of OLOP that OLOP's performance under the Agreement must, at all times, be in accordance with the *Ethical and Religious Directives for Catholic Health Care Services*, Fifth Edition, as promulgated by the United States Conference of Catholic Bishops, as amended from time to time, and as interpreted by the local bishop (the "*Directives*"). As of the date of the Agreement, the *Directives* are available at the following website:

<http://www.usccb.org/about/doctrine/ethical-and-religious-directives/>

In the event that OLOP determines in good faith that compliance with the Directives conflicts with its obligations pursuant to the Agreement then OLOP may immediately terminate the Agreement.

1.3 Excluded Provider and Indemnification. OLOP represents and warrants that it is not now and at no time has it been excluded from participation in any state or federally funded health care program, including Medicare and Medicaid (collectively referred to as "governmental health care program"). OLOP further warrants that he/she will not engage in behavior during the Term of this Agreement that leads to its exclusion from any governmental health care program. OLOP agrees to immediately notify JCPS of any threatened, proposed, or actual exclusion of Physician from participation in any governmental health care program during the Term of the Agreement. Notwithstanding anything to the contrary contained herein, in the event that OLOP is excluded from participating in any governmental health care program during the Term of the Agreement or, if at any time after the Effective Date of the Agreement, it is determined that OLOP is in breach of this Section, the Agreement shall, as of the effective date of such exclusion or breach, automatically terminate. OLOP agrees to indemnify and hold JCPS harmless against all actions, claims, demands, and liabilities, and against all loss, damage, costs, and expenses, including reasonable attorneys' fees, arising directly or

indirectly out of any violation of this Section by it or due to its exclusion from a governmental health care program.

1.4 Insurance. OLOP shall, at its sole cost and expense, procure, keep, and maintain throughout the Term of the Agreement, insurance coverage in the minimum amounts of: One Million Dollars (\$1,000,000) per occurrence and One Million Dollars (\$1,000,000) annual aggregate for commercial general liability; One Million Dollars (\$1,000,000) per claim and Three Million Dollars (\$3,000,000) annual aggregate for professional liability or the primary professional liability coverage required under any state mandated patient compensation fund and with participation in the excess liability fund thereunder; One Million Dollars (\$1,000,000) per each and every occurrence for automobile liability; and applicable state statutory limits for workers' compensation. In addition to the coverages specifically listed herein, OLOP shall maintain any other usual and customary policies of insurance applicable to the work being performed by OLOP pursuant to the Agreement. Said policy(ies) shall cover all of OLOP's services hereunder. By requiring insurance herein, OLOP does not represent that coverage and limits will necessarily be adequate to protect JCPS, and such coverage and limits shall not be deemed as a limitation on JCPS's liability under the indemnities granted to OLOP in the Agreement, including any exhibits.

1.5 Jeopardy. Notwithstanding anything to the contrary herein contained, in the event the performance by either party of any term, covenant, condition or provision of the Agreement jeopardizes the licensure of OLOP, its participation in or the payment or reimbursement from, Medicare, Medicaid, Blue Cross or other reimbursement or payment programs, or OLOP's full accreditation by The Joint Commission or any other state or nationally recognized accreditation organization, or the tax-exempt status of OLOP, any of its property or financing (or the interest income thereon, as applicable), or will prevent or prohibit any physician, or any other health care professionals or their patients from utilizing OLOP or any of its services, or if for any other reason said performance should be in violation of any statute, ordinance, or be otherwise deemed illegal, or be deemed unethical by any recognized body, agency, or association in the medical or hospital fields, OLOP may at its option (i) terminate the Agreement immediately; or (ii) initiate negotiations to resolve the matter through amendments to the Agreement and, if the parties are unable to resolve the matter within thirty (30) days thereafter, OLOP may, at its option, terminate the Agreement immediately.

1.6 Confidential and Proprietary Information. During the Term of this Agreement, JCPS shall have access to OLOP's confidential and proprietary information as defined below. JCPS recognizes and acknowledges that all of OLOP's confidential and proprietary information shall remain confidential and shall remain the sole property of OLOP. For purposes of this Agreement, the terms "confidential and proprietary information" shall include, without limitation, OLOP's trademarks, service marks, patient lists, patient records (including those generated by JCPS for OLOP), computer programs, business strategies for developing new patient

and new JCPS relationships, including JCPS recruitment cost data, utilization review techniques, medical management, quality assurance protocols, patents, trade secrets, know-how and other proprietary processes, and such proprietary information included in manuals or memoranda, as they may now exist or may be developed during the JCPS's employment. JCPS shall not, during or after the Term of employment by OLOP, in whole or in part, disclose such confidential and proprietary information to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, nor shall JCPS make use of any such property for JCPS's own purposes or for the benefit of any person, firm, corporation or other entity (except OLOP) under any circumstances during or after the Term, provided, however, that after the Term these restrictions shall not apply to secrets, know-how and processes which are then generally known to the public, (provided that the JCPS was not responsible, directly or indirectly, for such secrets, know-how or processes entering the public without OLOP's consent).

1.7 Governing Law. The Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky applicable to agreements made and to be performed wholly within that state, irrespective of such state's choice-of-law principles.

1.8 Partial Invalidity. If any provision of the Agreement is found to be invalid or unenforceable by any court or other lawful forum, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions of the Agreement, unless such invalidity or unenforceability would defeat an essential business purpose of the Agreement.

1.9 Waiver. No waiver of or failure by either party to enforce any of the provisions, terms, conditions, or obligations herein shall be construed as a waiver of any subsequent breach of such provision, term, condition, or obligation, or of any other provision, term, condition, or obligation hereunder, whether the same or different in nature. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

1.10 Amendments. The Agreement may be amended at any time by mutual agreement of the parties without additional consideration, provided that, before any amendment shall become effective, it shall be reduced to writing and signed by each of the parties.

1.11 Survival. Except as otherwise expressly provided in the Agreement, all covenants, agreements, representations and warranties, expressed and implied, shall survive the termination of the Agreement, and shall remain in effect and binding upon the parties until they have fulfilled all of their obligations hereunder and the statute of limitations shall not commence to run until the time such obligations have been fulfilled.

1.12 Compliance with All Laws, Regulations, and Standards. JCPS represents and warrants that its performance under the Agreement shall fully comply with all applicable federal, state, and local statutes, rules, regulations, accreditation standards, applicable standards of other professional organizations, and OLOP's Requirements as defined below, and that it shall be deemed a material breach of the Agreement by JCPS if it shall fail to comply with this representation and warranty. If such a breach is not cured in accordance with the Agreement, OLOP may immediately terminate the Agreement without penalty and without limiting any other rights and remedies set forth in the Agreement.

Specifically, but not by way of limitation, JCPS represents and warrants that its performance under the Agreement shall comply

with all applicable statutes, rules, regulations, accreditation standards, and other applicable standards of: the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information and Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164; the security and privacy provisions of the American Recovery and Reinvestment Act of 2009, and the regulations promulgated thereunder, as all of these may be amended from time to time; all other rules and regulations established by OLOP and applicable to performance under the Agreement (collectively, "OLOP's Requirements"); and updates to incorporate any changes to such statutes, rules, regulations, accreditation standards, other applicable standards, and OLOP's Requirements.

1.13 Nondiscrimination. JCPS shall not discriminate in the provision of professional educational services to patients based on race, color, national origin, ancestry, religion, sex, marital status, disability, sexual orientation, age, or any other legally prohibited basis.

1.14 Termination Without Cause. This Agreement may be terminated at any time by either party, without cause or penalty, upon 30 days' prior written notice to the other.

1.15 General Interpretation; Ambiguities. Ambiguities, if any, in the Agreement shall be reasonably construed in accordance with all relevant circumstances including, without limitation, prevailing practices in the industry of the parties in the place where the contract is to be performed and shall not be construed against either party, irrespective of which party may be deemed to have authored the ambiguous provision.

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“**Agreement**”) is made by and between Our Lady of Peace Hospital, a Kentucky not-for-profit corporation (“**Covered Entity**”), and Jefferson County Public Schools (“**Business Associate**”).

RECITALS

WHEREAS, the parties have entered into a business relationship whether by contract, commercial course of dealing, or otherwise, whereby Business Associate provides services to Covered Entity and Business Associate receives, has access to, creates, maintains, or transmits protected health information in order to provide those services; and

WHEREAS, Covered Entity is a “covered entity” as defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”);

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of protected health information disclosed to Business Associate in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act (the “HITECH Act”), and regulations promulgated thereunder, and as may be amended from time to time (collectively the “Privacy and Security Regulations”), and other applicable laws; and

WHEREAS, in accordance with the Privacy and Security Regulations, Covered Entity and Business Associate are required to enter into a contract containing specific requirements as set forth in the Privacy and Security Regulations;

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1.0. Definitions

1.1. “Breach” means the unauthorized acquisition, access, use, or disclosure of protected health information protected health information not permitted by the Privacy and Security Regulations and which compromises the security or privacy of the protected health information.

1.2. “Designated Record Set” means a group of records maintained by or for a covered entity that is: (i) the medical records and billing records about individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about individuals. For purposes of this paragraph, the term “record” means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

1.3. “Disclose” and “Disclosure” mean, with respect to protected health information, the release, transfer, provision of access to, or divulging in any other manner of protected health information outside Business Associate’s internal operations.

1.4. “Electronic protected health information” means protected health information that is transmitted by electronic media (as defined by the Privacy and Security Regulations) or is maintained in electronic media. By example, Electronic protected health information may be transmitted and maintained on devices such as cell phones, PDAs, text pagers, and USB static discs.

1.5. “Protected Health Information” or “PHI” means protected health information, including demographic information, that (i) relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual; (ii) identifies the individual (or for which there is a reasonable basis for believing that the information can be used to identify the individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. PHI includes, without limitation, Electronic PHI.

1.6. “Privacy Rule” means the Standards of Privacy of Individually Identifiable Health Information at 45 C.F.R. Subparts 160 and 164, A and E.

1.7. “Security Rule” means the Standards for the Security of Electronic Protected Health Information at 45C.F.R. part 164, Subparts A and C.

1. 8. “Secretary” means the Secretary of the U. S. Department of Health and Human Services or his or her designee.

1. 9. “Services” means those activities, functions, or services that Business Associate provides for, or on behalf of Covered Entity.

1.10. “Subcontractor” means a person to whom a business associate delegates a function, activity, or service, other than in the capacity of member of the workforce of such business associate.

1.11. “Unsecured PHI” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through use of a technology or methodology specified in guidance by the Secretary in guidance issued under Section 13402(h)(2) the HITECH Act.

1.12. “Use” or “Uses” mean, with respect to PHI, the sharing, employment, application, utilization, examination, or analysis of such PHI within Business Associate’s internal operations.

1.13. Terms used, but not otherwise defined in this Agreement shall have the same meaning as those terms in the Privacy and Security Regulations.

- i. 2.0. Assurances by Business Associate Regarding PHI. Business Associate warrants that it shall comply with relevant portions of the Privacy and Security Regulations as those regulations apply to business associates and business associate subcontractors. More specifically, and insofar that Business Associate has access to, has been provided with, maintains, transmits, or will be creating PHI regarding Covered Entity’s patients, Business Associate warrants and agrees as follows:

2.1. Permitted Uses and Disclosures of PHI. Business Associate shall Use and Disclose PHI in the amount minimum necessary to perform the Services for or on behalf of Covered Entity, provided that such Use or Disclosure would not violate the Privacy and Security Regulations if done by Covered Entity. Further, Business Associate:

2.1.1. shall Disclose PHI to Covered Entity upon request; or

2.1.2. may Use PHI as necessary for the proper management and administration of its business or to carry out its legal responsibilities. Business Associate may also Use and Disclose PHI if:

2.1.2.1. the Disclosure is required by law, or

2.1.2.2. Business Associate obtains reasonable assurance from the person to whom the PHI is Disclosed that the PHI will be held confidentially 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 agrees to notify Business Associate of any instances of which the person is aware in which the confidentiality of the PHI has been breached.

Business Associate shall not Use or Disclose PHI for any other purpose.

2.2. Prohibition on the Sale of PHI. Business Associate shall not directly or indirectly receive remuneration in exchange for any of Covered Entity's PHI unless Covered Entity or Business Associate obtain a valid, signed authorization from the individual whose PHI is at issue and that specifies whether the PHI can be further exchanged for remuneration by the entity receiving the PHI, except as otherwise permitted by the Privacy and Security Regulations.

2.3. Adequate Safeguards for PHI.

2.3.1. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than permitted by this Agreement.

2.3.2. Business Associate shall implement administrative, physical, and technical safeguards set forth in the Security Regulations that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

2.3.3. Business Associate shall maintain policies and procedures, conduct ongoing risk assessment and risk management of its security program, identify a security official, and train and discipline its work force in compliance with the relevant portions of the Privacy and Security Regulations. Business Associate agrees to make its policies and procedures, risk assessments, and training and education documents available to Covered Entity upon Covered Entity's request.

2.4. Implementation of Red Flags Identity Theft Prevention Program. To the extent that Business Associate's Services provided for or on behalf of Covered Entity include regularly extending, renewing, or continuing credit to individuals, or regularly allowing individuals to defer payment for services, including setting up payment plans in connection with one or more covered accounts, as the term is defined by the Federal Trade Commission's Red Flag Rules, Business Associate warrants that it shall comply with the Red Flag Rules and, specifically, have in place and implement a written identity theft prevention program designed to identify, detect, mitigate, and respond to suspicious activities that could indicate that identity theft has occurred in Business Associate's business practice.

2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, policies and procedures, books, and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify

Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.6. Access to PHI.

2.6.1. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity, or as directed by Covered Entity, to the individual identified as being entitled to access and copy that PHI, within the time frame and in a manner specified by Covered Entity.

2.6.2. If Business Associate uses or maintains Electronic PHI, Business Associate must provide access to such PHI in an electronic format if so requested by an individual if the PHI is readily producible in such form or format; or if not, in a readable copy form or such other form and format as agreed by the individual, Covered Entity, and Business Associate.

2.7. Amendment of PHI. Business Associate shall make PHI maintained by Business Associate in a designated record set available to Covered Entity for the purpose of amendment and incorporating such amendments into PHI within the time and in such a manner specified by Covered Entity.

2.8. Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors.

2.8.1. Business Associate shall implement a process that allows for an accounting to be collected and maintained for any Disclosure of PHI for which Covered Entity is required to maintain. Business Associate shall include in the accounting: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the PHI; (c) a brief description of the PHI disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that requires an accounting under this section, Business Associate shall document the information specified in (a) through (d), above, and shall securely retain this documentation for six (6) years from the date of the Disclosure.

2.8.2. For repetitive Disclosures of Covered Entity's PHI that Business Associate makes for a single purpose to the same person or entity, the Disclosure information that Business Associate must record is either the Disclosure information specified above for each accountable Disclosure, or (a) the Disclosure information specified above for the first of the repetitive accountable Disclosures; (b) the frequency, periodicity, or number of the repetitive accountable Disclosures; and (c) the date of the last of the repetitive accountable Disclosures.

2.9. Reporting Breaches and Unauthorized Use or Disclosure of PHI and Security Incidents.

2.9.1. Business Associate shall report to Covered Entity:

2.9.1.1. A Breach of PHI;

2.9.1.2 Each access, acquisition, Use, or Disclosure of PHI that is made by Business Associate, its employees, representatives, agents, or subcontractors that is not specifically permitted by this Agreement; or

2.9.1.3. Any security incident of which it becomes aware. A security incident means the attempted, or successful unauthorized access, acquisition, Use, Disclosure, modification, or destruction of information, or interference with the system operation of an information system.

2.9.2. Business Associate's Notice to Covered Entity

2.9.2.1. Business Associate shall notify Covered Entity's Privacy Official by telephone call without unreasonable delay within three (3) business days on which Business Associate knows of such Breach, Unauthorized Use or Disclosure, or Security Incident, or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall notify Covered Entity of all Breaches, even if Business Associate determines there is a low probability that the PHI has been compromised based on its risk assessment.

2.9.2.2. Business Associate shall provide a full written report to Covered Entity's Privacy Official within five (5) business days of verbal notice. Business Associate shall include the following in the written report:

2.9.2.2.1. Describe the nature of the Breach, which will include a description of what occurred, including the date of any Breach and the date of the discovery of the Breach and whether the PHI was actually acquired or reviewed;

2.9.2.2.2. Identify Covered Entity's PHI that was subject to the non-permitted Use or Disclosure or Breach including name, demographic information, social security number, and other information involved including types of identifiers and likelihood of re-identification;

2.9.2.2.3. Identify who made the non-permitted Use or Disclosure and who received the non-permitted Use or Disclosure;

2.9.2.2.4. Describe what corrective action the Business Associate took or will take to prevent further non-permitted Uses or Disclosures, to mitigate harmful effects, and to protect against any further Breaches;

2.9.2.2.5. Identify what steps the individuals who are the subject of a Breach should take to protect themselves; and

2.9.2.2.6. Provide such other information as Covered Entity may reasonably request.

3.0. Notices. Any notice required under this Agreement to be given to a party shall be made to:

If to Covered Entity:
Our Lady of Peace
2020 Newburg Road
Louisville, Kentucky 40205

Attention: Marian Hughlett
Phone No.: (502) 560-8347

If to Business Associate:
Jefferson County Public Schools
3332 Newburg Road
P.O. Box 34920
Louisville, Kentucky 40232-4020

Attention: Robert Spears
Phone No.: (502) 479-4630

4.0. Mitigation and Cooperation. Business Associate shall mitigate, at Business Associate's sole cost and expense, any harmful effect that is known to it for the Breach, or Use, or Disclosure of PHI in violation of this Agreement.

Covered Entity shall be solely responsible to conduct a Breach risk assessment to determine whether PHI has been compromised and notification to individuals is required. Business Associate shall cooperate with Covered Entity in the notification of individuals as required and in the manner as set forth in the Privacy and Security Regulations.

5.0. Remedies in Event of Breach of PHI. In the event of a Breach of PHI, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of this Agreement.

5.1 Notification costs related to Breach of PHI. In the event of a Breach of PHI caused by Business Associate, the costs related to notifying the affected individuals shall be borne by Business Associate. Such costs, if appropriate and reasonable under the circumstances, may include the actual cost of notification, setting-up and managing a toll-free number, and credit monitoring.

5.2 Indemnification. Each party shall indemnify, defend, and hold harmless the other party, its directors, officers, employees, and agents from and against any and all claims, actions, demands, liabilities, judgments, losses, damages, penalties, fines, costs, fees, expenses, and reasonable attorney's fees (collectively, the "Losses") that are attributable or allegedly attributable to the acts or omissions of the indemnifying party or indemnifying party's material breach of this Agreement.

6.0. Covered Entity Obligations. Covered Entity shall notify Business Associate of:

6.1. Any limitations in Covered Entity's notice of privacy practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI;

6.2. Any changes in, or revocation of, permission by the individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; and

6.3. Any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to provide to the individual, to the extent that such restriction may affect the Business Associate's Use or Disclosure of PHI.

7.0. Disposition of PHI Upon Termination or Expiration. Upon termination or expiration of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI in the possession or control of Business Associate or its agents and subcontractors. However, if either return or destruction of PHI is not feasible, Business Associate may retain PHI provided that Business Associate (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

8.0. Document Retention. Business Associate shall maintain all documentation required by the Privacy and Security Regulations for a period of six (6) years.

9.0. Conflict. In the event there is a conflict between the language of this Agreement and the underlying services agreement between the parties, the terms and conditions of this Agreement shall control.

10.0. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

11.0. Independent Contractor. Covered Entity and Business Associate expressly acknowledge and agree that Business Associate is an independent contractor and shall not for any purpose be deemed to be an agent, employee, servant, partner, or joint venture of Covered Entity.

12.0. Use of Subcontractors and Agents. Business Associate agrees to ensure that its subcontractors and agents shall implement reasonable and appropriate safeguards to protect Covered Entity's PHI. Business Associate agrees to ensure that any subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Moreover, Business Associate agrees to ensure any such subcontractor or agent agrees to implement reasonable and appropriate safeguards to protect Covered Entity's Electronic PHI.

13.0. Term and Termination. The term of this Agreement shall be the same as the term of the underlying services agreement. In addition to and notwithstanding the termination provisions set forth in the underlying services agreement, both this Agreement and the agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. The terms and conditions under this Agreement shall survive the expiration or termination of the underlying services agreement.

14.0. Interpretation. Any ambiguity in this Agreement shall be resolved to permit the parties to comply with the Privacy and Security Regulations.

15.0 Enforcement. Business Associate acknowledges that, in the event it, or its subcontractors, violates any applicable provision of the Security Regulation or any term of this Agreement that would constitute a violation of the Privacy Rule, Business Associate will be subject to and will be directly liable for any and all civil and criminal penalties that may result from Business Associate or its subcontractors' violation.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Business Associate Agreement to be effective as of the Effective Date.

OUR LADY OF PEACE

Jennifer Nolan 4/9/19
Jennifer Nolan, President Date

JEFFERSON COUNTY PUBLIC SCHOOLS

Martin Pollio, Superintendent Date