

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: VII D DATE: June 15, 2026

TOPIC/TITLE: Approve Contracts

PRESENTER: Administrators

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☐ ACTION REQUESTED AT THIS MEETING
- ☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
- ☐ BOARD OF EDUCATION POLICY
- ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☒ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
- ☐ ACTION:

BACKGROUND INFORMATION:

SUMMARY OF MAJOR ELEMENTS:

Attached Contracts: New Horizons/KEDC (MOU); KEDC (Membership Agreement); Georgetown College (Clinical Practice Agreement); Cintas (AED Sale and Maintenance Agreement); AdTec (Consulting Services); Woodford County Reboud Club (Facilities Rental Agreement); Woodford County Library (Facilities Rental Agreement); Woodford County Track Club (Facilities Rental Agreement); Summer Feeding Program (MOU); ParentSquare (Renewal Agreement).

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Yori Jones

**MEMORANDUM OF UNDERSTANDING BETWEEN
NEW HORIZONS ACADEMY/KEDC and WOODFORD COUNTY SCHOOL DISTRICT**

- A. **PARTIES:** This memorandum has been mutually resolved and adopted between New Horizons Academy/ KEDC and Woodford County School District, herein referred to as NHA and The District. The terms of this MOU commence on Jul 1, 2026 and shall remain in effect until terminated by either party with written notice. Either party may terminate this agreement at any time with **30 days' prior written notice** to the other party.
- B. **GOALS:** The purpose of this is to establish a working relationship between the parties. NHA will provide the virtual educational services specifically stated in (C) to students in grades 6 - 12 enrolled in NHA for *The District* as long as this MOU is in effect.
- C. **NEW HORIZONS RESPONSIBILITIES:**
- a. NHA will provide a high-quality, digital curriculum that meets KY grade-level requirements.
 - b. Employ Kentucky-certified educators to facilitate and support instruction.
 - c. NHA will determine student success in the program at the end of the fall and spring semesters.
 - d. NHA will maintain and provide transcripts to *The District* for all credits earned through our digital courses.
- D. **DISTRICT RESPONSIBILITIES**
- a. The District will designate a **primary** and **secondary** point of contact for communication with NHA.
 - b. The District is responsible for all special education services.
 - c. The District will provide the option of a hybrid schedule. (*Example: high school students may choose to take one or more in-person classes at their local district, including but not limited to core courses, choir, band, or CTE options*) **optional per district*
 - d. The District will provide a technology device (*e.g., Chromebook*) to NHA students who do not have access to one.
 - e. The District will permit transitions back to in-person enrollment only at the **beginning of a semester**, unless a student is inactive within the first three weeks of NHA enrollment. In such cases, the student will be directed to return to their home school district or their previous homeschool.
 - f. The District will provide a Kentucky High School Diploma issued through the district for students who complete all state and district requirements.
 - g. The District is responsible for providing NHA students with all state-required testing, including the site, proctor, and any necessary supplies.
- E. **COMPENSATION:**
- a. The District will compensate Kentucky Educational Development Corporation \$177 per semester course enrollment. (*For example, English 1 A = \$177, English 1 B = \$177*) *Based on the tentative 26-27 SEEK amount of \$2662. KEDC reserves the right to adjust compensation according to the final 26-27 SEEK adjustment.*
 - b. A **\$100.00 registration fee** will be assessed for any student who enrolls in NHA and then withdraws after the three-week grace period, and returns to the district before completing the semester.

District Authorized Signature

Date: _____

KEDC Executive Director or Designee

Date: _____

Kentucky Educational Development Corporation (KEDC)

904 Rose Road, Ashland, KY 41102-7104

www.kedc.org Phone (606) 928-0205 FAX (606) 928-3785

Woodford County 2026-2027 COOPERATIVE MEMBERSHIP AGREEMENT

BOARD MEMBERSHIP

\$6005.20

- **Networking and professional development opportunities** for Superintendents and school personnel;
- **Communication/Marketing Blitzes**
- **Advice and limited legal services** from the KEDC Board Attorney;
- **Advice and information services** from KEDC Facilities Consultant;
- **Instructional Support** services thru Professional Learning workshops and via KEDC's Instructional consultants;
- **Grant Opportunities** through Special Education, Adult Education, Dept of Labor, U.S. Department of Education, Dept of Justice, and more;
- **PurchasePros** membership including access to **collective bidding, purchasing, and Technology services**;
- **Salary surveys and ranking reports with online access**;
- **Minority recruitment advertising**;

TOTAL COOPERATIVE MEMBERSHIP FEES: *(Please total)*

\$6005.20

**For KEDC budgeting purposes please return this form by June 30, 2026.
Your 2026-2027 invoice will be issued based on this form.**

**You must notify KEDC in writing by June 1, 2026, to withdraw from KEDC membership.
Fees calculated based on your 2025 ADM of 3624.96**

To assist KEDC and KPC's ongoing efforts to improve the Collective Bidding/Purchasing, Woodford County Schools agrees to provide KEDC as requested with annual and periodic Vendor Lists comprised of information such as vendor name, total amount purchased, items purchased, quantities, and purchase prices. District agrees to notify KEDC of any new construction or renovation to allow KEDC to advise of services available as well as notify KEDC when it is soliciting its own bids.

I hereby certify that the Woodford County Board of Education has agreed to participate in the KEDC programs and services with the terms as indicated above.

Signature: _____ **Printed Name:** _____ **Date:** _____
Board Chairperson Board Chairperson



**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** May 29, 2026

TOPIC/TITLE: Approval of Georgetown College Clinical Practice Agreement

PRESENTER: Susan Tracy

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
- ☒ ACTION REQUESTED AT THIS MEETING
- ☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
- ☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
- ☐ BOARD REVIEW REQUIRED BY
 - ☐ STATE OR FEDERAL LAW OR REGULATION
 - ☐ BOARD OF EDUCATION POLICY
 - ☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
- ☐ PREVIOUS REVIEW OR ACTION
 - ☐ DATE:
 - ☐ ACTION:

BACKGROUND INFORMATION:

The Woodford County Public Schools will partner with Georgetown College to place student teachers and pre-student teaching candidates into clinical experiences for the purpose of training educator candidates.

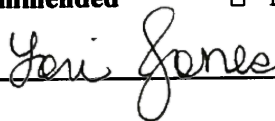
SUMMARY OF MAJOR ELEMENTS:

Seeking board approval of the clinical practice agreement between Woodford County Public Schools Georgetown College.

IMPACT ON RESOURCES: NA

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended



Clinical Practice Agreement
between
The Georgetown College Education Department
And
Woodford County Public Schools
District Board of Education
Beginning 2026

The partnership between the Education Department at Georgetown College and the Board of Education of the partnering P-12 school district establishes a collaborative effort to offer meaningful and specialized standards-based learning experiences for the Department's candidates.

Georgetown College and the Board of Education jointly agree that:

1. There will be no discrimination against a student or faculty member because of race, creed, gender, religion, age, national origin, or disability in any aspect of this program.
2. The determination of the number of candidates who will participate in clinical practice, the dates of the clinical practice, and the length of the placement shall be based on the Department's program requirements.
3. There will be open communication between Georgetown College and the Board of Education to ensure understanding of the expectations and roles of both institutions in providing experiences for candidates.

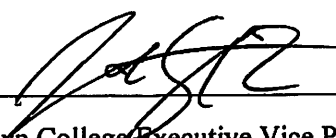
Georgetown College agrees to:

1. Maintain accreditation by the Southern Association of Colleges and individual programs shall maintain approval or accreditation by appropriate program-approving bodies.
2. Be responsible for organizing and administering the program of education for candidates, standards of education, the term of instruction, course content, candidate clinical experience and training, methods and hours of instruction, assignments, and supervision and evaluation of candidates.
3. Honor all district policies, regulations, and confidentiality requirements as they relate to the execution of this agreement.

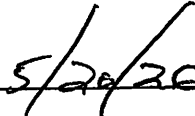
The Board of Education agrees to:

1. Approve or delegate approval of a Mentor/Cooperating Teacher to serve in a mentor role and conduct observations for each candidate, as outlined in the program requirements.
2. Allow the Mentor/Cooperating Teacher to observe the candidate while working with students and provide requested feedback to Georgetown College regarding candidate dispositions and teaching skills.
3. Contact Georgetown College faculty or staff with concerns regarding candidates or the program.

This agreement shall be effective July 1 – June 30 of the specified year, and automatically renewed annually unless either party chooses to end the agreement, no later than June 1 of the current agreement year.



Georgetown College Executive Vice President



Date

District Board of Education Representative

Date

Automated External Defibrillator Sale and Maintenance Agreement

CUSTOMER INFORMATION

Company Name ("Customer"): Woodford County Board of Education (Master Maint Agmt) Phone: 859-321-1036

Email: See Exhibit F

Customer #: See Exhibit F

Billing Address: 330 Pigeon Pike, Versailles KY 40383

Physical Address: 180 Frankfort Street, Versailles KY 40383

Cintas Corporation No. 2 d/b/a Cintas First Aid & Safety ("Cintas") will provide the Customer the Automatic External Defibrillator(s) ("AED Device(s)") and/or AED Services as selected by Customer below and subject to the terms and conditions outlined in this agreement ("Agreement").

CUSTOMER MUST SELECT ONE OF THE FOLLOWING OPTIONS:

- ☐ **OPTION 1: PURCHASE OF AED DEVICE(S) AND AED SERVICES** (Note that AED Services under this selection may include service of Customer's Pre-owned AEDs, provided those Pre-owned AEDs are Zoll or Defibitech brands.)
- ☒ **OPTION 2: AED SERVICE ONLY (NO PURCHASE OF AED DEVICE(S))** (Note: as set forth below, Cintas will not provide AED Service to AED Devices, including Pre-owned AEDs, unless such AED Devices or Pre-owned AEDs are Zoll or Defibitech brands)
- ☐ **OPTION 3: PURCHASE OF AED DEVICE(S)** (Customer will not receive Medical Direction or any AED Services from Cintas after purchase.)

AED PURCHASE	PRICE PER UNIT	NUMBER OF UNITS	TOTAL PRICE
CHOOSE ONE v	\$ /unit		\$ \$ 0.00

AED DEVICE SERVICE 618667_LEASE	PRICE PER UNIT	NUMBER OF UNITS	TOTAL PRICE
ZOLL® AED 3	\$ \$ 30.00 /unit	32	\$ \$ 960.00 /month
CHOOSE ONE v	\$ /unit		\$ \$ 0.00 /month

TERMS AND CONDITIONS

Cintas and Customer agree that the following terms and conditions ("General Terms and Conditions") apply to all Customers:

- Prescription.** Customer acknowledges that it is Customer's obligation to obtain a prescription, and ensure the AED Device(s) are subject to medical oversight and other health-care and medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue prescriptions, provide medical oversight, or provide other related health-care or medical services.
- Payment Terms.** Customer shall pay all invoiced amounts due to Cintas within thirty (30) days from the date of Cintas' invoice. Customer shall reimburse Cintas for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.
- DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** CUSTOMER ACKNOWLEDGES THAT ALL AED DEVICES AND RELATED PRODUCTS RELATED TO THIS AGREEMENT WILL BE SUBJECT TO THE WARRANTY PROVIDED BY THE MANUFACTURER OF THE AED DEVICE AND NOT CINTAS. CUSTOMER ACKNOWLEDGES THAT CINTAS MAKES NO WARRANTY, REPRESENTATION, COVENANT OR GUARANTEE, EXPRESS OR IMPLIED, IN CONNECTION WITH ANY AED DEVICE, RELATED PRODUCT, OR ANY OTHER GOOD RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM "WARRANTY" IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS'S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS AGREEMENT, AND CUSTOMER REPRESENTS AND WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
- LIMITATION OF CINTAS'S LIABILITY.** Customer acknowledges that Cintas's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Customer's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Customer or others. Customer further acknowledges and agrees that Cintas cannot predict the potential amount, extent, or severity of any damages or injuries that Customer or others may incur due to the failure of the goods or services to work as intended. IF CINTAS OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM CINTAS'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), CUSTOMER AGREES AND WARRANTS THAT CINTAS'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO CUSTOMER, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO \$1,000. If Customer wishes to increase the limitation of liability, Cintas and Customer may negotiate a supplemental written agreement to increase the limit of Cintas's liability, but no such agreed upon increase to the limit of Cintas's liability shall be interpreted to find Cintas or its subcontractors or representatives to be insurers. CUSTOMER AGREES THAT THE LIMITS ON THE LIABILITY OF CINTAS AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN CINTAS, CUSTOMER, AND ANY OTHER AFFECTED PARTIES. CUSTOMER ACKNOWLEDGES AND AGREES THAT WERE CINTAS TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS OR SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.
- Disputes.** Any dispute or matter arising in connection with or relating to this Sale other than an action for collection of fees due Cintas hereunder shall be resolved by binding and final arbitration. The arbitration shall be conducted pursuant to applicable Ohio arbitration law. EACH PARTY, ON BEHALF OF ITSELF AND ALL OF ITS INSURER(S), WAIVES TRIAL BY JURY IN ANY ACTION BETWEEN CUSTOMER AND/OR INSURER AND CINTAS, AND CUSTOMER IRREVOCABLY WAIVES ANY RIGHT TO CLASS REPRESENTATIVE CLAIMS (WHETHER AS A CLASS-MEMBER OR CLASS REPRESENTATIVE) AND ANY RIGHT TO HAVE SUCH DISPUTE CONSOLIDATED OR CONSIDERED IN CONJUNCTION WITH ANY OTHER CLAIM OR CONTROVERSY OR AS A PART OF ANY OTHER PROCEEDING. The exclusive jurisdiction and forum for resolution of any such dispute shall lie in Warren County, the U.S. District Court for the Eastern District of Kentucky, Ohio. Notice or service of process of any such dispute may be made by correspondence delivered via the United States Postal Service (certified mail or registered mail, return receipt requested) or by a national overnight courier service (such as Federal Express) directed to the opposing Party's address identified in this Agreement or to the nearest Cintas FAS service office. With respect to an action for fees due Cintas under this Agreement, the exclusive jurisdiction and forum for the resolution of any such dispute shall be a court of competent jurisdiction in the state where the Customer is located, and if Cintas The prevailing party on any or all of its claim for fees, Cintas shall also be entitled to recover all attorneys' fees and costs it incurs in the prosecution of the claim or action.
- CINTAS NOT AN INSURER.** Customer acknowledges and agrees that neither Cintas nor its Representatives are insurers and that no insurance coverage is provided by this Agreement. Customer understands and agrees that it is Customer's sole responsibility to obtain and maintain insurance coverage for costs, expenses, losses and damages, including related to the AED Devices. Customer releases and waives all rights of recovery against Cintas by way of subrogation. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF AN AED DEVICE TO OPERATE EFFECTIVELY OR AS DESIGNED.

BY SIGNING BELOW, CUSTOMER CERTIFIES THAT CUSTOMER HAS READ AND AGREED TO THE TERMS AND CONDITIONS CONTAINED IN THIS AGREEMENT, INCLUDING THOSE PRINTED ON THE SECOND PAGE.

Customer Signature:

Date:

Customer Name:

Title:

Automated External Defibrillator Direct Sale, Page 1 of 2



Signature of Customer Representative

Signature of Cintas Representative

TERMS AND CONDITIONS

8. **RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER.** To the extent allowed by the laws of the Commonwealth of Kentucky, Cintas and Customer each agree to defend, indemnify and hold the other harmless from claims for injury or property damage arising out of the performance of this Agreement, but only in proportion to and to the extent such injury or property damage is caused by or results from the negligence of the indemnifying party as determined in a full and final adjudication by a court of competent jurisdiction. **CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS AGREEMENT OR PERFORMANCE UNDER THE AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF ANY AED DEVICE(S). THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE CUSTOMER'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY CUSTOMER'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND CUSTOMER EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER.** Cintas reserves the right to select counsel to represent it in any such action.
9. **LIMITATION OF ACTION.** ANY ACTION BY CUSTOMER AGAINST CINTAS MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW. Time limitations for any action brought hereunder shall be commenced in accordance with the applicable statute of limitations of the Commonwealth of Kentucky.
11. **Force Majeure.** Cintas shall not be responsible or liable for failure to perform attributable to any cause or contingency beyond its reasonable control including, without limitation, act of God; act or omission of civil or military authority; fire; flood; pest; epidemic; earthquake; volcanic activity; quarantine restriction; labor dispute (e.g. lockout, strike or work stoppage or slowdown); embargo; war; riot; unusually severe weather; accidents; political strife; act of terrorism; delay in transportation; compliance with any regulation or directive of any national, state, or local government, or any department or agency thereof; or any other cause which by the exercise of reasonable diligence Cintas is unable to overcome.
12. **Governing Law.** To the greatest extent permitted by law, this Agreement shall be governed by the laws of the State of Ohio/ Commonwealth of Kentucky, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
13. **Severability.** The invalidity or unenforceability of any provision, section, or portion of a section of this Agreement shall not affect the validity or enforceability of any other provision or section.
14. **Notices.** Unless otherwise specified in this Agreement, any notice given pursuant to the Agreement shall be in writing and sent by certified mail or registered mail, postage prepaid, return receipt requested or by national overnight courier service, to the Customer at the address set forth in this Agreement, to Cintas at the nearest Cintas FAS service office, or at such other address as such Party may provide in writing to the other Party. Any such notice shall be effective upon the receipt thereof.
15. **Authority to Execute Agreement.** Customer represents and warrants that (i) the execution, delivery, and performance of this Agreement have been duly authorized by all necessary entity action(s), and (ii) this Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
16. **Entire Agreement; Modifications; Waiver; Assignment.** This Agreement contains the entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior negotiations, agreements, and understandings with respect thereto, and any terms and conditions set forth in subsequent purchase orders or other documents issued by Customer, in which case, the terms of this Agreement shall control. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each of Customer and Cintas. A waiver by either party of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement. This Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Agreement. The Agreement shall inure to the benefit of and be binding on the Parties and their respective successors and permitted assigns.
17. **Manufacturer Recalls.** Customer acknowledges that, from time to time, an AED Device may be subject to a voluntary recall initiated by the manufacturer and/or an involuntary recall initiated by the United States Food and Drug Administration. Under either or both scenarios, Customer agrees to cooperate fully with Cintas regarding timely execution of any required recall procedures and to provide Cintas and/or its authorized representatives and agents with access to all of the Customer's locations and facilities where recall-affected AED Device(s) are or may be located. Customer agrees to permit Cintas and/or its authorized representatives and agents to collect any and all recall-affected AED Device(s) and transport any and all such AED Device(s) away from the Customer's locations and facilities for destruction or other processing. Cintas may supply Customer with alternate AED Device(s) having similar functions and characteristics to the recall-affected AED Device(s). AED Device(s) the Customer owned before entering into this Agreement are considered "Pre-owned AEDs." Customer agrees that Cintas will have no obligation to replace or remove any Pre-owned AEDs under this Agreement.
- Cintas and Customer agree that in addition to the General Terms and Conditions, and other terms and conditions set forth herein that apply to Customer's product/service selection, the following terms and conditions apply to Customers that selected Option 1 or 2: 36 Months**
18. **Term; Renewal; Charges.** The initial term of this Agreement is 12 months, commencing on the delivery date of the AED Device(s) to the Customer, which shall be reflected in the first invoice from Cintas to Customer for the AED Device(s) ("Initial Term"). This Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current term. Cintas shall charge Customer the above-referenced monthly price for use of the AED Device(s) and/or related services ("Monthly Service Charge"). Customer acknowledges, however, that Cintas's costs may increase or other events may occur during the course of the Agreement warranting a price increase, and Cintas reserves the right to increase prices. If Cintas increases a price, Customer has the right to object in writing within 10 days of the notice of the increase. If Customer objects to the increase, Cintas has the right to terminate the Agreement. If Customer does not object, Customer is bound by the new prices.
19. **Service.** Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer within a reasonable time. The scope of Cintas's responsibilities under this Agreement is limited to delivering AED Device(s) (if ordered by Customer), performing the foregoing AED Services and providing access to third-party Medical Direction, as outlined herein. Customer acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Notwithstanding anything set forth in this Agreement, Customer agrees that Cintas has no obligation to, and will not, provide AED Services to any AED Device(s) that are not a Zoll or Defibtech branded AED Device(s). Customer agrees that Cintas makes no warranty of any kind in relation to Pre-owned AEDs, will not be liable in any way for any damages caused by or relating to Pre-Owned AEDs, and Customer agrees to indemnify, defend, and hold Cintas harmless against all claims and damages related in any way to any Pre-owned AED. Further, Customer acknowledges that Cintas reserves the right to refuse to provide AED Service on any Pre-Owned AED at Cintas' discretion. Customer acknowledges that Cintas will only be responsible for providing AED Service to the specific AED Devices that are identified in Cintas' system as requiring service from Cintas and Cintas agrees to provide a list of those AED Devices by serial number if requested. Customer agrees that in the event Cintas agrees to service Pre-Owned AEDs, Cintas has the right to collect all information related to such Pre-Owned AEDs necessary to update Cintas' system in relation to the Pre-Owned AEDs. Customer agrees Cintas has no liability or responsibility of any kind in relation to AEDs on Customer property that Cintas is not servicing and Customer releases and agrees to indemnify and hold Cintas harmless from all liability that may arise in relation to such AEDs.
20. **Medical Direction.** Customer acknowledges that it must obtain a prescription for the AED Device(s) and the AED Device(s) must be subject to medical oversight. Customer acknowledges that Cintas is not a health-care provider and does not issue the prescription, provide medical oversight, or provide other related health-care or medical services. Rather, by signing this Agreement, Customer receives access to a third-party, at no additional cost to Customer, who will provide a prescription for the AED Device(s), provide medical oversight, register the AED Device(s) with local EMS (together, "Medical Direction"), and provide Customer access to the third-party's on-line software portal. As a condition to being granted Medical Direction and access to third-party's software portal, Customer acknowledges it will be required to agree to the terms and conditions applicable to those services, which will be provided at the initial log in to the software portal. Failure to do so: (a) will relieve any third-party providing the services from any liability for AED management and (b) will result in Customer assuming full responsibility and any associated liabilities for failing to acknowledge the terms and conditions.
21. **Replacement.** If an AED Device is damaged, Customer shall purchase a replacement AED Device from Cintas at the price offered by Cintas at the time replacement is necessary.
22. **Cancellation.** Customer may cancel the Agreement at any time with a 30-day advance written notification. If cancellation is made during the Initial Term or any Renewal Term, Customer shall pay all remaining Monthly Service Charges owed through the end of the Initial Term or Renewal Term, as applicable. Cintas may waive this fee in the event this Agreement is terminated because Customer is replacing this Agreement with a standard Cintas Automated External Defibrillator Service Agreement.
- Cintas and Customer agree that in addition to the General Terms and Conditions, and all other terms and conditions set forth herein that apply to Customer's product/service selection, the following terms and conditions apply to Customers that selected Option 1 or 3:**
23. **Sale of Goods.** Cintas shall sell to Customer and Customer shall purchase from Cintas the AED Devices in the quantities and at the price(s) ("Prices") set forth above and upon the terms and conditions set forth in this Agreement. All Prices are exclusive of all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any governmental authority on any amounts payable by Customer. Customer shall be responsible for all such charges, costs, and taxes; provided, that, Customer shall not be responsible for any taxes imposed on, or with respect to, Cintas' income, revenues, gross receipts, personnel or real or personal property or other assets. Each AED Device comes complete with the device itself, one battery, one set of pads, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories may be purchased separately from Cintas. Customer acknowledges that Cintas is not performing a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility.
24. **Delivery.** The AED Devices will be delivered within a reasonable time after the date of this Agreement, subject to availability. Cintas shall not be liable for any delays, loss or damage in transit. Cintas shall deliver the AED Devices to the Customer's Physical Address set forth above (the "Delivery Point"). Customer shall take delivery of the AED Devices within two (2) days of Cintas' written notice that the AED Devices have been delivered to the Delivery Point. Cintas may, in its sole discretion, without liability or penalty, make partial shipments of AED Devices to Customer. Each shipment will constitute a separate sale, and Customer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of the quantity purchased under this Agreement.
25. **Title and Risk of Loss.** Title passes to Customer upon delivery of the AED Devices to the Delivery Point. Customer bears all risk of loss or damage to the AED Devices at the time the AED Devices arrive at the Delivery Point. As collateral security for the payment of the purchase price of the AED Devices, Customer hereby grants to Cintas a lien on and security interest in and to all of the right, title and interest of Customer in, to and under the AED Devices, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Ohio Uniform Commercial Code.
26. **Inspection and Rejection of Nonconforming AED Devices.** Customer shall inspect the AED Devices upon receipt ("Inspection Period"). Customer will be deemed to have accepted the AED Devices unless it notifies Cintas in writing of any Nonconforming Goods during the Inspection Period and furnishes such written evidence or other documentation as required by Cintas. "Nonconforming Goods" means only the following: (i) product shipped is different than identified in this Agreement; or (ii) the product's label or packaging incorrectly identifies its contents. If Customer timely notifies Cintas of any Nonconforming Goods, Cintas shall, in its sole discretion, (a) replace such Nonconforming Goods with conforming AED Devices, or (b) credit or refund the Price for such Nonconforming Goods. Customer acknowledges and agrees that the remedies set forth in this Section are Customer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided this section, all sales of AED Devices to Customer are made on a one-way basis and Customer has no right to return AED Devices purchased under this Agreement to Cintas.
- Cintas and Customer agree that in addition to the General Terms and Conditions, and other terms and conditions set forth herein that apply to Customer's product/service selection, the following terms and conditions apply to Customers that selected Option 3:**
27. **Scope and Limitations of Sale.** The scope of Cintas's responsibilities is limited to selling the AED Device(s) at the price(s) set forth above. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) or provide software updates. Customer bears sole responsibility for inspecting its AED Device(s) and addressing faults, alarms, or indications that an AED Device is not functioning properly.



Woodford County School District
180 Frankfort Street
Versailles KY 40383

Dear

AdTec is pleased to provide E-rate consulting services to Woodford County School District.

It is the time of year to begin preparing for the next E-rate funding cycle. This next cycle is for E-rate Funding Year 2027, which requires work before and after 2027 as listed in the scope of work found on page ten. There are three documents that must be signed before AdTec begins work for E-rate Funding Year 2027:

1. **AdTec Agreement** – Please review and sign on page two.
2. **Review of E-rate Competitive Bidding and Application Process** – Please review and sign on page nine.
3. **Children's Internet Protection Act (CIPA)** – Please review and sign on page 11.

Please sign all documents for AdTec by _____.

We appreciate your business and look forward to helping you maximize your E-rate funding.

Sincerely,

Katy Smith
CEO



E-rate Agreement for Category One Services

Funding Year 2027

Fees and Services		
Category 1 - Phase 1	Category 1 E-rate Form 470 and 471 Preparation and Submission, E-rate Consultation for FCC program compliance, timeline and management of USAC portal (EPC). <i>Approximate Invoice Date: January 2027</i>	\$ 2150
Category 1 - Phase 2	Category 1 E-rate PIAs, PQAs, Appeals, Submission of Category 1 E-rate Forms 486 and 472(BEAR) and if applicable, discounts/SPI set-up. <i>Approximate Invoice Date: November 2027</i>	\$ 2150
Annual Total		\$ 4300

See AdTec Scope of Work and E-rate Task Timeline on the following pages for full list of services.

Please choose a Preferred Method of Payment:

_____ Annual Invoice – Annual total amount above invoiced January 2027

_____ Two Invoices - Phase 1 invoiced January 2027 and Phase 2 invoiced November 2027

Please choose your Contract Term:

Multi-year contracts are under the same terms, conditions and pricing per year for the selected Funding Years:

_____ 1 Funding Year: Funding Year 2027

_____ 2 Funding Years: Funding Years 2027 and 2028

_____ 3 Funding Years: Funding Years 2027, 2028 and 2029

Agreed to:

Woodford County School District

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Agreed to:

AdTec Administrative & Technical Consulting

Signature: Katy Smith

Printed Name: Katy Smith

Title: CEO

Date: May 11, 2026



AGREEMENT FOR E-RATE SERVICES – Funding Year 2027

This agreement made on _____, is between **AdTec Administrative & Technical Consulting, Inc.** ("Contractor"), and **Woodford County School District** of **Versailles**, KY ("Client").

1. SERVICE PURCHASED. For value received and other consideration, the Contractor agrees with the Client to provide the Client the following service in accordance with the terms and conditions of this Agreement:

Description

This agreement grants Contractor with authority to collect data required to file E-rate FCC Forms 470, 471, 486, 472 (BEAR), 500, and any additional E-rate forms the FCC deems appropriate to obtain Universal Service Administrative Company (USAC) discounts, commonly known as the E-rate program. The E-rate FCC Forms will be filed on all E-rate eligible items as defined by USAC and the FCC, which include, but are not limited to, Data Transmission and/or Internet, Eligible Managed Internal Broadband Services, Eligible Broadband Internal Connections, and/or Basic Maintenance of Eligible Broadband Internal Connections. Said forms will be filed with the USAC Schools and Libraries Division (SLD) in a timely manner for Funding Year 2027 (FY2027). The E-rate FCC Forms will set forth the eligible services the Client wishes to pursue in FY2027 of the E-rate funding cycle, which is for E-rate eligible expenses incurred during July 1, 2027 to June 30, 2028. The E-rate program considers a Funding Year July 1 through June 30 and the work associated with any given funding year will be performed months before the funding year begins through several months after the funding year ends. In this contract, when a specific funding year is stated, it is associated with applying for E-rate funding for eligible expenses incurred during July 1 through June 30, and may include extended dates associated with the Funding Year as E-rate extensions and rules apply. This agreement further grants Contractor with authority to represent the Client with USAC by responding to all inquiries concerning forms filed. Contractor shall endeavor to keep Client informed of the known progress of the filings. Contractor shall know and understand how filings should occur to ensure that filings maximize Client's E-rate funding. Client will inform Contractor of the services it wishes to secure in the filing period via e-mail or by other agreed means.

Client shall provide via e-mail or by other agreed means, information and other data required to complete the filings to recover any funds that the Client is entitled to receive. This shall include, but not be limited to, copies of previous E-rate filings, names of vendors, billing account numbers, copies of appropriate bills, and copies of pertinent contracts. In addition, Client shall sign and return, in a timely manner, any necessary paperwork, and communicate with the Contractor any contemplated changes or additions in service. Client shall provide to Contractor a copy of any correspondence received from USAC. Should the client choose the BEAR method of reimbursement, Contractor will file BEAR forms. At the conclusion of the funding year, Client will provide Contractor with evidence of bills paid for reimbursement within 60 days of request. Contractor cannot file the BEAR forms if the Client does not provide evidence of bills in a timely manner.

Relative to the FCC Form 470, the Client shall keep a log of vendor responses to the 470 and any data provided to the inquiring vendor. Client shall keep a record of any data related to the vendor selection including how selection was made. Materials from unsuccessful vendors shall also be retained for audit purposes. Any such materials received by Contractor shall be forwarded to the Client. Client may also send all materials associated with the FCC Form 470 to AdTec for electronic storage.

Relative to the filing of the FCC Form 471, for any service to be purchased which is applicable to E-rate discounts, Client shall provide the name of the vendor selected to provide that service, as well as the projected cost of such service and an address or telephone number for that service provider. Client shall declare these items on or before **March 5, 2027** if 28 days has elapsed after Contractor has filed FCC Form 470.

This agreement for services also includes discount rate optimization, consultation and direction to ensure program compliance with FCC E-rate rules and regulations, E-rate timeline organization, Management of the USAC portal, and electronic E-rate document repository (E-rate Program rules require retention for 10 years after the last day of service).

2. PRODUCT STANDARDS. Contractor shall collect the required data, complete, and file the necessary forms to provide the greatest possible success for the Client. Contractor shall further utilize its best efforts to know and understand any amendments to the filing process, and to advise the Client of any new or additional possible discounts on services.

3. TITLE. All forms, filings, support documents, etc., shall be held by the Contractor in order to manage the process, but will remain the property of the Client. Contractor shall deliver said materials to the Client if and when required by the Client. Material shall be retained for ten (10) years after the last day of service for audit purposes.

4. PAYMENT. Contractor shall file, at Client's option, for Category One and/or Category Two services on behalf of Client. Payment shall be made by Client to Contractor upon receipt of Contractor's invoice. An invoice shall be issued in two phases.

The FCC's E-rate Modernization Order instructs the E-rate Program to increase the scope and number of E-rate Audits. E-rate rules allow audits to be conducted for 10 years after the service end date. Our fees include 5 hours of audit representation. Any additional hours necessary to complete an audit will incur a charge of \$120/hour.

The Fee Schedule for Category One Services is included on Page 2 of the Agreement.

An Addendum to the Agreement and an additional fee is required for the filing of Category Two Services and any additional funding administered through the E-rate Program. Please contact your AdTec Consultant for the Addendum and Fee Structure.

Self-Provisioned Fiber and services with special construction costs (i.e. fiber build projects) will incur a minimum additional fee of \$7,500.

5. DELIVERY. Time is of the essence in the performance of this Contract. Filing shall comply with the schedule established by USAC for FY2027. The FCC Forms 486 and 472 (BEAR) or requests for discounted bills, FCC Form 474, for FY2027 will be filed upon receipt of the funding commitment decision letter (FCDL) from USAC and satisfactory installation of all systems and services, but not prior to **July 1, 2027**. *(Exception: Under existing regulations, the FCC Form 486 may be filed early under certain circumstances.)*

6. WARRANTIES. Contractor warrants to Client that the filing will conform to the requirements of filing by USAC.

7. TERMINATION. It is agreed that in case of a material breach (violation) by either party of any of the provisions contained in this Contract, the other party shall have the right to terminate this Contract at its option. Contractor shall be paid for any partial filing made on behalf of Client. The Contract is for a specified period to file for E-rate discounts in FY2027. Contractor and Client may wish to extend this contract into the next funding cycle, but such extension will be noted in writing, with the extension under the same or amended terms as agreed to by the parties.

8. FORCE MAJEURE. If performance of this Contract, or any obligation under this Contract, is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term "Force Majeure" shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, and wars.

The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased.

9. CONFIDENTIALITY. Both parties acknowledge that during the course of this Contract, each may obtain confidential information regarding the other party's business. To the extent permitted by law, both parties agree to treat all such information and the terms of this Contract as confidential, and to take all reasonable precautions against disclosure of such information to unauthorized third parties during and after the term of this Contract. Information will be released to USAC for filing purposes, and on specified occasions, certain necessary information will be released to qualified vendors in order to obtain the services the Client is seeking where the FCC Form 470 is filed. Upon request by an owner, all documents relating to the confidential information will be returned to such owner.

10. ASSIGNMENT. It is agreed by the parties that there will be no assignment or transfer of this Contract, nor any interest in this Contract.

11. ENTIRE CONTRACT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written. This Contract supersedes any prior written or oral agreements between the parties.

12. AMENDMENT. This Contract may be modified or amended if the amendment is made in writing and is signed by both parties.

13. SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision, it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

14. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

15. LIABILITY. In the event of an error or omission on the part of the Contractor, the Contractor shall immediately work to remedy the error or omission. In the event said error or omission cannot be corrected to the satisfaction of the Client, and the Contractor is found to be liable for the error or omission, the limit of any determined liability shall not exceed the fee set out in this agreement and/or paid by the Client.

16. APPLICABLE LAW.

E-Verify. AdTec, Inc. shall comply with E-Verify requirements in accordance under the Immigration Reform and Control Act of 1986 (P.L. 99-603). AdTec's e-Verify Company Number is 423339.

Iran Investments: AdTec, Inc. certifies that AdTec, Inc. is not engaged in any investment activities in Iran.

The laws of the State of Indiana shall govern this Contract. The parties have executed this Contract at Versailles, KY on the day and year above written.



AdTec E-rate Consulting Scope of Work

As a full-service E-rate Consulting firm, AdTec performs all necessary steps to acquire E-rate funding. E-rate Funding is based on expenses incurred during a Funding Year, which is July – June. To ensure E-rate compliance and maximum funding, AdTec includes services before, during, and after the Funding Year. These services include, but are not limited to the list below.

Phase 1 – Timeframe: Summer/Fall/Winter before the Funding Year

1. Advise and determine a filing strategy that best maximizes E-rate funding opportunities for the upcoming E-rate Funding Year
2. Prepare and file the E-rate Forms 470 and 471 required by USAC's Schools and Libraries Division.
3. Assist in establishing which technology projects will be undertaken during the upcoming year that are eligible for E-rate discounts
4. Assist in creating the Requests for Proposals (RFPs) based on E-rate eligible services and service descriptions to ensure E-rate compliance
5. Provide guidance on the E-rate bid process to ensure compliance with E-rate program requirements.
6. Maintain the E-rate Productivity Center (EPC) profile; including updating enrollment information and modifying building names and addresses as necessary
7. Prepare the required Funding Request Detail information which includes reviewing at least one (1) month of Client billing statements from eligible Service Providers to determine an estimated annual funding request, review current annual contract(s) for eligible services, and/or review of new contract(s) for eligible services
8. Provide ongoing constructive feedback for improvements and strategic planning to optimize E-rate eligibility and mitigate E-rate risks in regards to FCC regulations, FCC orders, including interpretation of rules and regulations
9. Provide a summary of funding requests for each vendor as listed on the 471

Phase 2 – Timeframe: Spring before the Funding Year/ During and After the Funding Year

1. Respond to Program Integrity Assurance (PIA) reviews, and Payment Quality Assurance (PQA) reviews
2. Prepare and file the E-rate Form 486 as required by USAC's Schools and Libraries Division
3. Prepare and file the Form 472/BEAR for E-rate reimbursement, and/or ensure E-rate discounts have been listed properly on service provider invoices
4. Track E-rate reimbursements and discounts for accuracy and receipt
5. Update E-rate Form 498 as needed to ensure reimbursements are received
6. Provide E-rate Audit and Selective Review preparation and representation services
7. Compose and submit appeals to USAC and/or the FCC
8. Perform SPIN changes and service substitution requests
9. Assist and advise in document retention requirements in accordance with FCC rules and regulations

The AdTec E-rate Consulting Scope of Work is not all inclusive.



E-rate Task Timeline

AdTec and Client agree to abide by the E-rate Tasks Timeline outlined below. This Timeline is necessary to maintain successful filings for E-rate Funding Years (July 1 – June 30). While the services under the agreement relate to each Funding Year, AdTec will provide services related to this agreement before and after the Funding Year. Please refer all questions regarding the timeline to your E-rate Consultant for clarification.

Stage		E-rate Process
Phase 1 – Before Funding Year	Annual Review July-December	Meet with AdTec Consultant - Review E-rate discounts/reimbursements and current services - Plan for future services for next E-rate Funding Year - Begin writing RFPs, if needed
	RFP(s) Completed July-December	E-rate requires advertising for services/equipment needed in the next Funding Year - Finish writing the necessary RFPs and advertise RFPs, if needed - AdTec Consultant will file a Form 470, if needed. It will trigger bids from vendors for the services outlined in the submitted 470s and/or RFPs.
	Confirm Buildings Sept-December	- For schools, confirm enrollment, instructional and non-instructional buildings, and National School Lunch Program or Common Eligibility Provision participation - For libraries, confirm square footage, and buildings
	Choose Winning Vendor(s) Sept-February	Determine specifically which vendors may be included for next year (July 1 to June 30). - Clarify bids and any potential new contractual agreements that will be in effect during the next year - Send AdTec consultant all bids received and completed evaluation matrix.
	Board Meeting Nov-Feb	If Board approval is necessary, receive board approval at the February Meeting, or before, for services/purchases that need new contractual agreements signed for the next year (July – June).
	Confirm Vendors and Pricing Jan-Feb	Your AdTec Consultant will file an E-rate Form 471 outlining the services and vendors you choose to implement for the next Funding Year. Confirm vendors, services, and pricing with your AdTec Consultant.
Phase 2 – During and After Funding Year	Application Review Typically March-September	After the Form 471 funding application is submitted, it will go through a time sensitive review process. Your AdTec Consultant will prepare all responses to any questions from USAC during this review, but may need supporting documentation. Supporting documentation must be provided by the end of the business day seven calendar days from request.
	E-rate Reimbursements or Discounts	After E-rate approves the funding request, your consultant will complete the E-rate Form 486 and apply for either E-rate reimbursements or E-rate discounts on invoices. - If choosing reimbursement checks, send the expense report to your AdTec Consultant in July. - If choosing discounts, your AdTec Consultant will apply for discounts to be applied to your bills on your behalf. It is up to you to monitor these discounts as they are applied to your bills. - For Category 2 projects, send a copy of the paid invoices to your AdTec Consultant, along with proof of payment of the invoices within 30 days of paid invoice.

This timeline of E-rate tasks is not all inclusive.



Review of E-Rate Competitive Bidding and Application Process

A mandatory E-Rate rule is to require a competitive bidding process to obtain eligible E-rate services. The required competitive bidding process begins when the FCC Form 470 is filed.

The applicant (school/library) must ensure that the competitive bidding process is open and fair:

- Applicant must wait 28 days after the Form 470 is posted before selecting a service provider.
- All bidders must be treated the same.
- No bidder can have advance knowledge of the project information.
- There are no secrets in the process - such as information shared with one bidder but not with others - and that all bidders know what is required of them.
- With limited exceptions, service providers and potential service providers cannot give gifts to applicants.
- In addition, the value of free services (e.g., price reductions, promotional offers, free products) must generally be deducted from the pre-discount cost of funding requests.
- After the competitive bidding process is closed, the applicant must evaluate the bids received and choose the bid that is most cost-effective. The price of the eligible products and services must be the primary factor in the evaluation, but does not have to be the sole factor. If the price is 2-3 times more than other bids, it will not be considered cost-effective and therefore denied E-Rate funding. Other relevant evaluation factors may include prior experience including past performance, in-state preference, compliance with Form 470 posting, references, etc. List every bid on the evaluation matrix and only disqualify a bid if the disqualification factors are listed on the RFP.
- Retain all E-Rate documents for 10 years.

No Bids Received?

If you do not receive any bids in response to a FCC Form 470/RFP, you can solicit bids. The FCC suggests that you memorialize this fact with an email to yourself or a memo to the file.

One Bid Received?

If you receive only one bid, the FCC suggests that you memorialize this fact with an email to yourself or a memo to the file. This will help to document that you did not just keep only the winning bid.

My signature indicates the FCC's competitive bidding process and application process has been reviewed with me.

SIGNATURE

DATE

PRINTED NAME

Woodford County School District
NAME OF SCHOOL/LIBRARY

FCC Form 479

OMB Control No.3060-085
Estimated time per response: 1 hour**DO NOT SEND THIS FORM TO THE UNIVERSAL SERVICE ADMINISTRATIVE COMPANY
OR TO THE FEDERAL COMMUNICATIONS COMMISSION****Schools and Libraries Universal Service
Certification by Administrative Authority to Billed Entity of
Compliance with the Children's Internet Protection Act**Please read instructions before completing.
(To be completed by the Administrative Authority and provided to your Billed Entity)Administrative Authority's Form Identifier 2027- 628.0

Create your own code to identify THIS FCC Form 479.

Block 1: Administrative Authority Information

1. Name of Administrative Authority Woodford County School District	2. Funding Year 2027
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3. Mailing Address and Contact Information for Administrative Authority

Street Address, P.O. Box or Route Number

180 Frankfort Street

City Versailles	State KY	Zip Code 40383
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Name of Contact Person

Telephone Number	Fax Number	Email Address
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Persons willfully making false statements on this form can be punished by fine or forfeiture, under the Communications Act, 47 U.S.C. Secs. 502, 503(b), or fine or imprisonment under Title 18 of the United States Code, 18 U.S.C. Sec. 1001.

Block 2: Certifications and Signature

4. I am the Administrative Authority for one or more schools or libraries for which Universal Service Support Mechanism discounts have been requested or approved for eligible services. The Administrative Authority must make the required certification(s) for the purposes of the Children's Internet Protection Act (CIPA) in order to receive discounted services.
5. I recognize that I may be audited pursuant to this form and will retain for at least ten years (or whatever retention period is required by the rules in effect at the time of this certification) after the later of the last day of the applicable funding year or the service delivery deadline for the funding request any and all records that I rely upon to complete this form.

Name of Administrative Authority Woodford County School DistrictAdministrative Authority's Form 2027- 628.0

Contact _____

Telephone _____

Block 2: Certifications and Signature (Continued)

6. I certify that as of the date of the start of discounted services:

a ☒ the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments has (have) complied with the requirements of the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l).

b ☐ pursuant to the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments:

(FOR SCHOOLS and FOR LIBRARIES IN THE FIRST FUNDING YEAR FOR PURPOSES OF CIPA) is (are) undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA for the next funding year, but has (have) not completed all requirements of CIPA for this funding year.

(FOR FUNDING YEAR 2003 ONLY: FOR LIBRARIES IN THE SECOND OR THIRD FUNDING YEAR FOR PURPOSES OF CIPA) is (are) in compliance with the requirements of CIPA under 47 U.S.C. § 254(l) and undertaking such actions, including any necessary procurement procedures, to comply with the requirements of CIPA under 47 U.S.C. § 254(h) for the next funding year.

c ☐ the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), does not apply because the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments is (are) receiving discount services only for telecommunications services.

CIPA Waiver. Check the box below if you are requesting a waiver of CIPA requirements for the Second Funding Year after the recipients of service under your administrative authority have applied for discounts:

d ☐ I am providing notification that, as of the date of the start of discounted services, I am unable to make the certifications required by the Children's Internet Protection Act, as codified at 47 U.S.C. § 254(h) and (l), because my state or local procurement rules or regulations or competitive bidding requirements prevent the making of the certification(s) otherwise required. I certify that the recipient(s) of service under my administrative authority and represented in the Funding Request Number(s) for which you have requested or received Funding Commitments will be brought into compliance with the CIPA requirements before the start of the Third Funding Year in which they apply for discounts.

(CIPA WAIVER FOR LIBRARIES FOR FUNDING YEAR 2004. Check the box above if you are requesting this waiver of CIPA requirements for Funding Year 2004 for the library(ies) under your administrative authority that has (have) applied for discounts for Funding Year 2004. By checking this box, you are certifying that the library(ies) represented in the Funding Request Number(s) on this FCC Form 479 will be brought into compliance with the CIPA requirements before the start of the Funding Year 2005.)

The certification language above is not intended to fully set forth or explain all the requirements of the statute.

7. Signature of authorized person

8. Date

9. Printed name of authorized person

10. Title or position of authorized person

11. Telephone number of authorized person

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 54 of the Commission's Rules authorizes the FCC to collect the information on this form. Failure to provide all requested information will delay the processing of the application or result in the application being returned without action. Information requested by this form will be available for public inspection. Your response is required to obtain the requested authorization.

The public reporting for this collection of information is estimated to be 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the required data, and completing and reviewing the collection of information. If you have any comments on this burden estimate, or how we can improve the collection and reduce the burden it causes you, please write to the Federal Communications Commission, AMD-PERM, Paperwork Reduction Act Project (3060-0853), Washington, DC 20554. We will also accept your comments regarding the Paperwork Reduction Act aspects of this collection via the Internet if you send them to PRA@fcc.gov. PLEASE DO NOT SEND YOUR RESPONSE TO THIS FORM TO THIS ADDRESS.

Remember – You are not required to respond to a collection of information sponsored by the Federal government, and the government may not conduct or sponsor this collection, unless it displays a currently valid OMB control number or if we fail to provide you with this notice. This collection has been assigned an OMB control number of 3060-0853.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, PUBLIC LAW 93-579, DECEMBER 31, 1974, 5 U.S.C. 552a(e)(3) AND THE PAPERWORK REDUCTION ACT OF 1995, PUBLIC LAW 104-13, OCTOBER 1, 1995, 44 U.S.C. SECTION 3507.

A paper copy of this form, with a signature in Block 2, item 7, must be mailed or delivered to your Billed Entity.

**WOODFORD COUNTY BOARD OF EDUCATION
AGENDA ITEM**

ITEM #: **DATE:** June 8, 2026

TOPIC/TITLE: Contract

PRESENTER: Dr. Josh Rayburn

ORIGIN:

- ☐ TOPIC PRESENTED FOR INFORMATION ONLY (No board action required.)
☐ ACTION REQUESTED AT THIS MEETING
☒ ITEM IS ON THE CONSENT AGENDA FOR APPROVAL
☐ ACTION REQUESTED AT FUTURE MEETING: (DATE)
☐ BOARD REVIEW REQUIRED BY

- ☐ STATE OR FEDERAL LAW OR REGULATION
☐ BOARD OF EDUCATION POLICY
☐ OTHER:

PREVIOUS REVIEW, DISCUSSION OR ACTION:

- ☐ NO PREVIOUS BOARD REVIEW, DISCUSSION OR ACTION
☐ PREVIOUS REVIEW OR ACTION

- ☐ DATE:
☐ ACTION:

BACKGROUND INFORMATION:

Board approves all contracts.

SUMMARY OF MAJOR ELEMENTS:

Approval for Facilities Rental Agreement:

WC Rebound Club
Woodford County Library
Woodford County Track Club

IMPACT ON RESOURCES:

TIMETABLE FOR FURTHER REVIEW OR ACTION:

SUPERINTENDENT'S RECOMMENDATION: ☒ Recommended ☐ Not Recommended

Yori Jones

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 02 day of May, 2026 by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and WC rebound Club. Hereinafter referred to as Lessee;

WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Gym together with the usual entrances and exits for the following dates and times: June 8-10th 2026 10-2pm for the following purpose and no other: Basketball Summer Camp.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 100 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$ 100⁰⁰. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

Agreement for Use of School Facilities

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

Agreement for Use of School Facilities

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Agreement for Use of School Facilities

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

LESSOR:

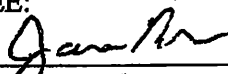
BY: 

Building Administrator

BY: _____

For Woodford County Board of Education

LESSEE:

BY: TITLE: Camp Director

Rental fees shall be as follows (minimum charge of two hours):

Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.</i>	\$30.00/hour/person
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

Agreement for Use of School Facilities

AED NOTICE

Dear WC rebound Club,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff **MAY NOT** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,
Woodford County Schools

I have read and understand the above.

Signed: _____

Group: _____

Review/Revised:6/12/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/08/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER K&K Insurance Group, Inc. P.O. Box 2338 Fort Wayne, IN 46801-2338	CONTACT NAME: Mass Merchandising Underwriting PHONE (A/C, No, Ext): 1-800-426-2889 FAX (A/C, No): 1-260-459-5105 E-MAIL ADDRESS: Info@campinsurance-kl.com PRODUCER CUSTOMER ID:
INSURED Rebound club 1783 barksdale drive LEXINGTON, KY 40511 A Member of the Sports, Leisure & Entertainment RPG	INSURER(S) AFFORDING COVERAGE INSURER A: AIG Specialty Insurance Company NAIC # 26883 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: W04157640

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			9YAPG0001334486302	06/08/2026 12:01 AM EDT	06/08/2027 12:01 AM	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$5,000,000 PRODUCTS - COM/OP AGG \$1,000,000 PROFESSIONAL LIABILITY \$1,000,000 LEGAL LIAB TO PARTICIPANTS \$1,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☐ NOT PROVIDED WHILE IN HAWAII			9YAPG0001334486302	06/08/2026 12:01 AM EDT	06/08/2027 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT
A	MEDICAL PAYMENTS FOR PARTICIPANTS			9YAPG0001334486302	06/08/2026 12:01 AM EDT	06/08/2027 12:01 AM	PRIMARY MEDICAL EXCESS MEDICAL \$25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Note: Coverage is only provided for the camp dates that have been paid for and reported. Please contact our office if you need additional camp dates added to your policy.

Camp Location: Woodford county high school, 145 school house road, Versailles ky, Kentucky 40383; Date(s) of Camp: 06/08/2026 to 06/10/2026
Type of Camp: Basketball

CERTIFICATE HOLDER

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

ACORD 25 (2016/03)

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**AIG SPECIALTY INSURANCE COMPANY**

A stock company

1271 Ave of the Americas, FL 37, New York, NY 10020-1304

800-225-5244

MEMBER CERTIFICATE - COMMERCIAL GENERAL LIABILITY

SURPLUS LINES BROKER:
K&K INSURANCE GROUP, INC.
P.O. BOX 2338,
FORT WAYNE, IN 46801-2338
LICENSE # 30478

MEMBER'S CERTIFICATE NUMBER: W04157641 DATE: 06/08/2026

THIS CERTIFICATE REPRESENTS INSURANCE PROVIDED IN ACCORDANCE WITH AND FORMS A PART OF FOLLOWING:

MASTER POLICY NUMBER: 9YAPG0001334486302 TERM: FROM 03/01/2026 TO 03/01/2029 at 12:01 A.M.
Standard Time at the mailing address of the Master Policy Holder shown on the Declarations.

FIRST NAMED INSURED (MASTER POLICY HOLDER): Sports, Leisure and Entertainment Risk Purchasing Group**MEMBER NAMED INSURED (MEMBER CERTIFICATE HOLDER) AND MAILING ADDRESS**

Name and Mailing Address (No., Street, Town or City, State, Zip Code):

Rebound club**1783 barksdale drive, LEXINGTON, KY 40511****CERTIFICATE COVERAGE PERIOD**

Note: ANY PRIOR CERTIFICATE OR COVERAGE BINDER ISSUED FOR THE POLICY PERIOD INDICATED BELOW IS REPLACED BY THIS CERTIFICATE AND SUCH BINDER OR CERTIFICATE EXPIRES AS OF THE ISSUANCE OF THIS CERTIFICATE.

Effective Date: 06/08/2026 Expiration Date: 06/08/2027 at 12:01 a.m. Standard Time at the Member Named Insured's address shown above

Retroactive Date (if applicable)

This replaces prior Certificate Number:

Plan Administered By

K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338

Insurer

AIG SPECIALTY INSURANCE COMPANY
A stock company
1271 Ave of the Americas, FL 37, New York, NY
10020-1304

Contact Information

Name: MM-Youth Sport Camps
Phone: 1-800-426-2889
Fax: 1-260-459-5105
Email: Info@campinsurance-kk.com

Producer Name And Mailing Address

K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338

To Report A Claim

By Phone: 1-800-237-2917

By Fax: 1-312-381-9077

By E-mail: KK.Claims@kandkinsurance.com

By Mail: K&K Insurance Group, Inc.

P.O. Box 2338

Fort Wayne, Indiana 46801-2338

Online: www.kandkinsurance.com

Description Of Business and Operations and Location of Premises

Locations of all Premises you Own, Rent or Occupy:

Location No.	Address	Operations
	Refer to coverage form PRG4302	

Business and Operations Description:****Note: Coverage is only provided for the camp dates that have been paid for and reported. Please contact our office if you need additional camp dates added to your policy.****Camp Location: Woodford county high school, 145 school house road, Versailles ky, Kentucky 40383; Date(s) of Camp: 06/08/2026 to 06/10/2026
Type of Camp: Basketball**LIMITS OF INSURANCE AND DEDUCTIBLES****Commercial General Liability Coverages****Limit of Insurance**

General Aggregate Limit (Other than Products-Completed Operations):	\$5,000,000	
Products-Completed Operations Aggregate Limit:	\$1,000,000	
Personal And Advertising Injury Limit:	\$1,000,000	Any One Person Or Organization
Each Occurrence Limit:	\$1,000,000	
Damage To Premises Rented To You Limit:	\$1,000,000	Any One Premises
Medical Expense Limit:	\$5,000	Any One Person

ADDITIONAL COVERAGES

In addition to the Commercial General Liability coverages shown above, only those additional coverages shown below are provided. If a coverage is not listed below, such coverage, including its corresponding endorsement, does not apply to this Member Certificate.

Coverage**Limit of Insurance**

Professional Liability	\$1,000,000	Each Occurrence
Legal Liability to Participants	\$1,000,000	Each Occurrence
Medical Payments for Participants – Excess	\$25,000	Each Occurrence
Medical Payments for Participants Deductible	\$ 100	Each Occurrence
Hired Auto Liability	\$1,000,000	Each Occurrence
Non-Owned Auto Liability	\$1,000,000	Each Occurrence

Endorsements

Forms and endorsements applying to this Member Certificate at the time of Certificate issue and any additional forms adding, deleting, or amending coverage (if applicable).

Refer to master policy including all state amendatory endorsements applicable to the state of this Member Certificate

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS CERTIFICATE AND THE MASTER POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS CERTIFICATE.

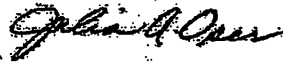
Total Premium \$240.00 including endorsements.

MEMBER CERTIFICATE PREMIUMS AND FEES

Commercial General Liability Premium	\$240.00
Terrorism Premium	Included
Surplus Lines Tax	\$6.00
Transaction Fee	\$0.00
Total:	\$246.00

Issue Date 06/08/2026

Authorized Representative



This Member Certificate, together with the Coverage Form and any Endorsement(s) attached to the Master Policy, complete the above numbered certificate. Coverage is subject to all terms, conditions, limitations, exclusions, and other provisions contained therein.



K&K Insurance Group, Inc.
P.O. Box 2338
Fort Wayne, IN 46801-2338
Phone 1-800-426-2889
Fax 1-260-459-5105
Claims 1-800-237-2917

Application Date : 06/08/2026

Final Summary

Youth Sports Camps & Clinics

Insured Information

Are you an insurance agent or broker?	No		
Named insured (as it should appear on the policy):	Rebound club		
Doing business as (DBA):			
Contact first name:	Iaron		
Contact last name:	Lewis		
Mailing address:	1783 barksdale drive		
City:	LEXINGTON	State:	Kentucky Zip: 40511
Phone:	859-421-5749	Fax:	859-879-4600 Cell:
E-mail:	iaron.brown@woodford.kyschools.us		
Website:			
This is a new account			

Commercial General Liability

Eligibility

Selected operation:	Basketball
Coverage effective date(s):	06/08/2026 to 06/08/2027
In which state is the organization purchasing this coverage located?	Kentucky
Is this a Pop Warner Little Scholars football or cheer camp/clinic?	No
Is your camp/clinic held on the property of a private home or residence?	No
Are all camp/clinic participants age 19 or under?	Yes
Are you an after school, day care, or latch key program?	No
Does this operation include any trips away from the camp/clinic location?	No
Do you own the facility where the camp/clinic takes place?	No
Is this a weight loss camp or program?	No
Is this a professional try-out or training camp?	No
Is this an ID camp, recruiting camp/event, showcase, or combine?	No
Is this an all-star game or bowl game?	No
Are any of your camps or clinics by invitation only?	No
c. Confirming sports liability waivers (informed consent) from parents and/or players are secured.	

Camp/Clinic Sessions

Camp/Clinic session #1: Woodford county high school

Total Camp/Clinic days: 3 - Consecutive Total Campers: 45

Site Location

Date of camp/clinic:	06/08/2026 to 06/10/2026				
Address:	145 school house road				
City:	Versailles ky	State:	Kentucky	Zip:	40383

Additional Coverages**Sexual Abuse/Sexual Molestation**

Do you want to add this coverage to the quote? No, Thank you

Coverage & Limits

Each Occurrence:	\$ 1,000,000	
General Aggregate (other than Products-completed Operations):	\$ 5,000,000	
Products-completed Operations Aggregate:	\$ 1,000,000	
Personal and Advertising Injury:	\$ 1,000,000	
Legal Liability to Participants:	\$ 1,000,000	
Professional Liability:	\$ 1,000,000	
Damage to Premises Rented to You:	\$ 1,000,000	
Medical Expense (other than participants):	\$ 5,000	
Hired Auto Liability - per Occurrence:	\$ 1,000,000	
Non-Owned Auto Liability - per Occurrence:	\$ 1,000,000	
Medical Payments for Participants (excess) - \$100 per claim deductible applies:	\$ 25,000	

Total Commercial General Liability Premium:**\$2,400.00****Notable Exclusions:**

The following notable exclusions are contained in the commercial general liability coverage provided by this program: Sexual abuse or sexual molestation (unless reported to, approved by us, and appropriate premium paid); Access or disclosure of confidential or personal information and data-related liability (with limited bodily injury exception); Active trips held away from the reported camp/clinic location unless supervised, approved and on file with the company; Asbestos and silicosis; Bodily injury to participants while in a hired auto or non-owned auto; Cannabis; Certain computer-related losses; Commercial general liability standard exclusions (CG000m 04/23 edition); Communicable disease; Cyrogenic chambers/therapy; Employment-related practices; EPLA; Fireworks; Fungus; Lead; Nuclear energy; Operation, maintenance or management of any athletic facility or field, other than while being used for covered activities; Operations of independent concessionaires, exhibitors and vendors in conjunction with your organization; Perfluoropolymer and polyfluoropolymer substances (PFAS); Radioactive matter; Specified recreational vehicles and activities: Aircraft (not an airplane), Airport; Amusement devices (the ownership, operation, maintenance or use of any device or equipment a person rides for enjoyment, including, but not limited to, any mechanical or non-mechanical ride, slide, water slide (including any ski or tow when used in connection with a water slide), moon walk or moon bounce, bungee operation or equipment or inflatable recreational device; Amusement device also includes any vertical device or equipment used for climbing, either permanently affixed or temporarily erected; Amusement devices does not include any video arcade or computer game or any device that is specifically designed for the training or instruction of the activity for which you are enrolled); Bungee Dunk tanks; Haunted attraction/Animals (injury or death to any animal or injury, death or property damage caused by any animal owned, rented or hired by you); Performer; Rodeo; Saddle animal; Snowmobile; Total pollution; Use of multi-passenger vehicles; Those operations listed as ineligible after school, daycare and latch key programs; All stat/bowl games; Camps involving animals other than service animals; Hunting and/or nature camps/programs; Pro-sports try out and training camps; Recruiting camps/events; ID camps; Showcases or combines; Sports camp/clinic operators who own or maintain their own facility; 100% virtual camps/operations; Weight loss camps/programs; Sports camps/clinics offering instruction of: Adventure races; Bandy; Biathlon; Bobsled; Bodyboarding; Boxing; Box lacrosse; BMX or stunt cycling; Broomball; Canoeing; Climbing; Cycling; Diving; Fodderball; Equestrian; Hang gliding; Hammer throw; Highland games; Hostelling; Hurling; Inline (extreme, aggressive, freestyle) skating; Inline Stunt performing; Jai alai; Javelin; Kayaking; Kitesurfing; Hoge (street); Marathon; Martial arts - all styles; Modern pentathlon; Mountain biking and/or biking; Ice chain boarding; Open water activities/events; Orienteering; Outrigging; Parachute; Parasailing; Polo (horse); Rafting; Rodeo; Roller derby; Rowing/Crew (high); Sailing; Scuba diving; Shooting sports/events; Skateboarding; Skiing (snow or water); Sky diving; Sky surfing; Sled/Crew dog racing; Snorkeling; Snowboarding/snow surfing; Sports parachuting; Streetball; Surfing (including boogie boards); Tackle; Takraw; Trampoline (unless reported, reviewed and approved by us); Triathlon; Unicycling; Wakeboarding; Windsurfing; Wrestling (Roman/Greco); Yachting.

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 26 day of May, 2026, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Woodford Co. Library. Hereinafter referred to as Lessee;

WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Northside Bus Circle together with the usual entrances and exits for the following dates and times: June 25, 2026, 10-11am for the following purpose and no other: Touch a Truck Program.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ 0 in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$ _____. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

Agreement for Use of School Facilities

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

Agreement for Use of School Facilities

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Agreement for Use of School Facilities

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY: 
Building Administrator

LESSOR:

BY: _____
For Woodford County Board of Education

LESSEE:

BY: Stacy Thurman
TITLE: Library Director

Rental fees shall be as follows (minimum charge of two hours):

Fees represent reimbursements, not personnel hourly pay. Personnel will be paid at hourly rate. At the recommendation of the Superintendent, the board may waive fees for part or all of the agreement.

Gymnasium/Cafeteria/Auditorium/Non-turf fields	\$60.00/hour
Classroom	\$45.00/hour
Specialty Classrooms (ex. CTE spaces/Library)	\$50.00/Hour
Custodian <i>Larger events might require more than one personnel.</i>	\$30.00/hour/person
Audio & Video Personnel <i>This is required if using school-owned technical equipment (sound, lighting, projector, or screen equipment) is requested by lessee. School equipment may only be used by lessee if A/V personnel is present. Larger events might require more than one personnel. Technology Director, or designee, approval required.</i>	\$30.00/hour/person
Turf Fields	\$80.00/hour
Field Lights	\$25.00/hour
Classroom/Library Utilities	\$45.00/hour
Gym, Auditorium, Cafeteria Utilities	\$60.00/hour
Other items not listed	Varies, as approved by the Superintendent or designee, listed on the agreement

Groups that rent the building on a continuous basis will pay a fee set by the Superintendent or designee.

Agreement for Use of School Facilities**AED NOTICE**

Dear _____,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff ***MAY NOT*** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,
Woodford County Schools*I have read and understand the above.*Signed: Nacy H. DurrmeGroup: WCPL

Review/Revised:6/12/2023



WOODCOL-01

JTHOMPSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lexington(BMI) / AssuredPartners NL 1792 Alysheba Way, Suite 300 Lexington, KY 40509	CONTACT NAME: Tracy Welker		
	PHONE (A/C, No, Ext): (859) 685-6587 6587	FAX (A/C, No): (859) 543-1987	
	E-MAIL ADDRESS: tracy.welker@assuredpartners.com		
INSURED Woodford Co Library District 115 North Main Street Versailles, KY 40383	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Owners Insurance Company		32700
	INSURER B : Auto Owners Insurance Company		18988
	INSURER C : Sentinel Insurance Company Ltd		11000
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER: General Aggregate			52202593	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 2,000,000
							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			4959552302	7/1/2025	7/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$ 1,000,000
							BODILY INJURY (Per accident) \$ 1,000,000
							PROPERTY DAMAGE (Per accident) \$ 1,000,000
							\$
B	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ DED ☒ RETENTION \$ 10,000			4959552303	7/1/2025	7/1/2026	EACH OCCURRENCE \$ 2,000,000
							AGGREGATE \$ 2,000,000
							\$
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	33WECAB4K19	4/20/2026	4/20/2027	☒ PER STATUTE ☐ OTH-ER
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured Copy-- Please call to verify coverage
AssuredPartners Lexington
859-543-1716

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Agreement for Use of School Facilities

This Agreement, made and entered into this, the 3 day of June, 2020, by and between the WOODFORD COUNTY BOARD OF EDUCATION, hereinafter referred to as Lessor and Woodford County Track Club. Hereinafter referred to as Lessee;

WITNESSETH:

It is mutually agreed by and between Lessor and Lessee as follows:

1. The Lessor hereby leases unto Lessee the following portions and no other of the premises known as the (building and locations) Pile Vault area / new track together with the usual entrances and exits for the following dates and times: Jun 20 10am to noon for the following purpose and no other: Pile Vault Clinic for Woodford HS Track Team.
2. The Lessee agrees to pay Lessor in consideration for the use of the said facilities, the sum of \$ _____ in addition to any other sums to be paid to Lessor pursuant to subsequent sections of this Agreement. The Lessee shall pay to Lessor, upon execution of this Agreement, a deposit in the amount of \$ _____. All remaining indebtedness shall be paid upon rendition of Lessor's invoice(s).
3. Neither the entire premises nor any part thereof may be sublet, nor may this Lease Agreement be assigned.
4. Lessor reserves the right to assign priorities among Lessees and to cancel this Lease Agreement with Lessee in favor of leasing the premises to another Lessee. If cancellation is made by Lessor, Lessee will be notified as soon as practicable and be refunded its deposit. Lessee hereby waives any and all claims for damages or loss of profit or other compensation which might arise out of such cancellation.
5. Lessee shall, and shall cause its servants, agents, employees, licensees, patrons, and guests, to abide by any rules and regulations adopted by Lessor for the use, occupancy and operation of said premises. Such rules and regulations may be changed from time to time.
6. No activities in violation of Federal, State or Local Laws shall be permitted on the premises, and it shall be the responsibility of the Lessee to enforce this provision. Lessee agrees to abide and be bound by the decision of the Lessor, or its representatives, should any questions arise under this paragraph.
7. No use of any tobacco products, alternative nicotine products or vapor products as defined in KRS 438.305 shall occur within the building or on school-owned property.
8. Lessee agrees to collect, where required by law, and to pay and deliver over to the proper governmental agency, any and all licenses, fees, permits, and taxes required to be issued or paid in connection with Lessee's use of said premises, sale of tickets, and performance(s), by any Federal, State, County, or Municipal law or regulation, all such collections and payments to be in addition to the rents herein provided, and to hold Lessor harmless therefrom, including any and all costs, penalties, interest, and expenses pertaining thereto.

Agreement for Use of School Facilities

9. Lessee hereby agrees that it will not sell or dispose of, or permit to be sold or disposed of, tickets in excess of the seating capacity.
10. No portion of any passageway or exitway shall be blocked or obstructed in any manner whatsoever, and no exit door or any exitway shall be locked, blocked or bolted while the facility is in use. Moreover, all designated exitways shall be maintained in such manner as to be visible at all times.
11. Lessee agrees not to bring onto the leased premises any materials, substances, equipment, or object which is likely to endanger the life of, or to cause bodily injury to, any persons on the premises or which is likely to constitute a hazard to property thereon without the prior approval of Lessor. Lessor shall have the right to refuse to allow any such materials, substances, equipment, or object to be brought onto said premises and further the right to require its immediate removal therefrom if found thereon. Lessee agrees that all of its property and the property of others brought in or near the premises shall be at the risk of Lessee and that Lessor shall not be liable to Lessee or others, for any loss or damage to any such property no matter how any such loss or damage may be caused.
12. Should Lessee present or allow the presentation of any composition, work, or material covered by copyright, Lessee shall furnish to Lessor, prior to any performance, evidence that is satisfactory to Lessor that any royalty or other charge had been paid. Lessee agrees to indemnify and save harmless the Lessor for any loss, damage, or expense arising from any claim or judgment of infringement of such copyright.
13. Lessor agrees to furnish Lessee the premises "as is", together with heat, water, light, and ventilation. Any services requested by Lessee to be performed by Lessor or its agents shall be charged to Lessee at the rates established to fully reimburse the Lessor for its costs.
14. Advertisements or solicitations of funds in or about the building are prohibited.
15. Lessee shall be responsible for any and all damage to the premises and to Lessor's property caused by the acts of Lessee or Lessee's agents, servants, employees, patrons, or guests, whether accidental or otherwise; and Lessee further agrees to leave the premises in the same condition as existed on the date that possession thereof commenced, and Lessee agrees to pay Lessor upon demand, such sums as shall be necessary to restore said premises to their present condition, ordinary use and wear thereof excepted.
16. Lessee acknowledges that the leased premises shall at all times be under the control of Lessor. Duly authorized representatives of Lessor may enter the premises at any time and on any occasion without restrictions whatsoever.

Agreement for Use of School Facilities

17. In the event the premises are destroyed or damaged by fire or other elements, or by civil commotion, or should any part of the premises be made impractical for use by any cause, Lessor may, at its discretion terminate and void this Agreement. If such termination occurs before the lease period begins, Lessor will refund to Lessee any deposit theretofore paid by Lessee after deducting from such deposit, any expense incurred to that time by Lessor in connection with this Agreement. In the event such termination occurs during the term of this lease, Lessee will pay to Lessor a prorated portion of the consideration plus any expenses incurred by Lessor to that time, in connection with this Agreement; and Lessor will refund any part of the consideration already paid by Lessee that exceeds such amount. In the event of termination, Lessee hereby waives any and all claims for damages or loss of profit, or other compensation which might arise out of such termination.
18. As an additional consideration for this Lease Agreement for use of the premises, Lessee agrees to provide comprehensive public liability insurance issued by a company licensed to do business in the Commonwealth of Kentucky insuring both Lessee and Lessor, with policy limits of \$1,000,000.00 combined single limit, including broad form comprehensive general liability to insure against all claims or damages arising out the event that is the subject of this Agreement. Lessee agrees to deliver a certificate of insurance reflecting the coverage seven days before the date first mentioned above. The insurance hereby required to be maintained by the Lessee will be in full force and effective throughout this lease.
19. Notwithstanding any other provision of this Agreement, if Lessee violates any of the terms, conditions, or covenants provided herein, such violations shall work as a forfeiture of all monies previously paid to Lessor, the same to be treated as liquidated damages, and no portion shall be returned to Lessee. Lessor shall, in addition, be entitled to any other sums to which it may be entitled to under this Agreement. Upon any violation, Lessor shall also have the right to terminate this Agreement if it elects to do so.
20. Lessee agrees to indemnify and hold Lessor and each of its agents, employee, officers, directors, trustees and affiliates, in either their individual or official capacities, harmless against all loss and expense which may result in any way from any accident, injury or damage, either to person or property arising from the purpose of the lease set out herein or any other cause that arises from this Agreement, except as may result from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.
21. Lessee acknowledges that approval of this request does not signify District sponsorship, endorsement or approval of your organization or the activity.

Agreement for Use of School Facilities

Lessee hereby full releases, discharges and absolves from liability, on behalf of itself and its assigns and successors, the following: the Woodford County Board of Education and each of their agents, employees, officers, directors, trustees, and affiliates, in either their individual or official capacities from any and all claims, agreements, contracts, covenants, actions, suits, causes of action, damages, costs, expenses, attorneys' fees, judgments, and liabilities of whatsoever kind of nature in law, equity, or otherwise whether now known or unknown, suspected or unsuspected, which Lessee may hold or which Lessee may hold or which Lessee may in the future hold as against the Woodford County Board of Education or the other persons or entities named above and which arise out of or may in any way be connected with this Agreement, except if such results from willful or intentional misconduct of Lessor and its agents, employees, officers, directors, trustees and affiliates.

IN WITNESS THEREOF, this Agreement has been executed by the duly authorized representatives of Lessor and Lessee, all as of the date first above written.

BY: 

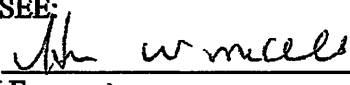
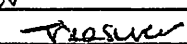
Building Administrator

LESSOR:

BY: _____

For Woodford County Board of Education

LESSEE:

BY: TITLE: 

Agreement for Use of School Facilities

AED NOTICE

Dear _____,

The Woodford County School District is committed to providing students, staff, and visitors with a safe environment. Automated External Defibrillators (AED's) have been placed in the District's school Facilities. Cabinets are alarmed but not locked. The alarm will stop when the door is closed.

We have trained staff available during regular school/business hours. However, please be advised that trained staff **MAY NOT** be available to assist in the event of an emergency. If someone with your group is certified in CPR and the use of the AED, please feel free to utilize our defibrillator. We encourage everyone to participate in our community effort to be cardiac safe.

If a medical emergency event occurs, please be advised to call 911 immediately. If you use the AED, please contact the Coordinator of Student Services at 879-4600 ext. 2110, so that we may replace any materials used in the resuscitation effort.

We would encourage everyone to learn CPR and how to use the AED. It could be the difference between life and death. For information on classes scheduled for our area, please call the Bluegrass Chapter of the American Red Cross at 859-253-1331.

Sincerely,

Superintendent,
Woodford County Schools

I have read and understand the above.

Signed: John Umell

Group: Woodford County Teacher Club

Review/Revised: 6/12/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/25

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Humston Insurance Agency 240 N Main St Versailles, KY 40383	CONTACT NAME:	
	PHONE (A/C No. Ext): 859-873-8804	FAX (A/C No.): 859-873-7102
	E-MAIL ADDRESS: ehumston@windstream.net	
INSURED Woodford County Track Club 100 Deer Haven Dr Versailles, KY 40383	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Auto-Owners Ins	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY		52996583	05/20/25	05/20/26	EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)
						MED EXP (Any one person)
						PERSONAL & ADV INJURY
						GENERAL AGGREGATE
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG
	☐ POLICY ☐ PRO-JECT ☐ LOC					
	OTHER:					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO					BODILY INJURY (Per person)
	☐ OWNED AUTOS ONLY	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident)
	☐ HIRED AUTOS ONLY	☐ NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE
	☐ DED ☐ RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					PER STATUTE ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE
						E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Woodford County Board of Education 180 Frankfort St Versailles, KY 40383	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Commonwealth of Kentucky

CONTRACT

CONTRACT INFORMATION			
DOC ID Number:	PON3	736	2600000101
Effective Date:	07/01/2026	Record Date:	
Expiration Date:	06/30/2028	Procurement Folder:	1869022
Document Description:	Summer Electronic Benefits School Payment C6487	Procurement Type:	Memorandum of Agreement
Cited Authority:	Memorandum of Agreement	Version Number:	1

BN

CONTACT INFORMATION

ISSUER:
Jessica Crutcher

Jessicab.Crutcher@Ky.Gov

VENDOR INFORMATION	
Name /Address: KY0000077: RUSSELLVILLE INDEPENDENT SCHOOL DISTRICT 355 S SUMMER RUSSELLVILLE KY 42276	Contact: Macy Epley 270-726-8405 EXT: 1005 macy.epley@russellville.kyschools.us
KY0035892: SCIENCE HILL INDEPENDENT SCHOOL DISTRICT 6007 N HWY 27 SCIENCE HILL KY 42553	JAMIE TILLEY 606-423-3341 jamey.tilley@sciencehill.kyschools.us
KY0035640: SCOTT COUNTY BOARD OF EDUCATION DBA: FOOD SERVICES 2168 FRANKFORT PK PO BOX 578 GEORGETOWN KY 40324	MITZI MARSHALL 502-863-3663 MITZI.MARSHALL@SCOTT.KYSCHOOLS.US
KY0035331: SHELBY COUNTY BOARD OF EDUCATION 1155 WEST MAIN STREET SHELBYVILLE KY 40065	Tracy Cannon 502-633-2375 tracy.cannon@shelby.kyschools.us
KY0000079: SIMPSON COUNTY BOARD OF EDUCATION 430 SOUTH COLLEGE ST FRANKLIN KY 42134	AMANDA Spears 270-586-8877 AMANDA.Spears@SIMPSON.KYSCHOOLS.US
KY0000080: SOMERSET INDEPENDENT SCHOOL DISTRICT 305 COLLEGE ST SOMERSET KY 42501	TRACY MCCRYSTAL 606-679-4451 TRACY.MCCRYSTAL@SOMERSET.KYSCHOOLS.US

KY0000081: SOUTHGATE INDEPENDENT SCHOOL DISTRICT 6 WILLIAM BLATT AVE SOUTHGATE KY 41071	Anthony Hughey 8594916565 anthony.hughey1@southgate.kyschools.us
KY0035621: SPENCER COUNTY BOARD OF EDUCATION 110 REASOR AVENUE TAYLORSVILLE KY 40071	Gwen Shouse 502-477-3250 gwen.shouse@spencer.kyschools.us
KY0041977: TAYLOR COUNTY BOARD OF EDUCATION DBA: FOOD SERVICE PAYMENTS 1209 EAST BRAODWAY CAMPBELLSVILLE KY 42718	JON HALL 2704655371 JON.HALL@TAYLOR.KYSCHOOLS.US
KY0035888: TODD COUNTY BOARD OF EDUCATION 205 AIRPORT ROAD ELKTON KY 42220	Keylie Fears 270-265-2436 EXT: 1111 keylie.fears@todd.kyschools.us
KY0035631: TRIGG COUNTY BOARD OF EDUCATION 202 MAIN STREET CADIZ KY 42211	HOLLY GREENE 270-522-2723 HOLLY.GREENE@TRIGG.KYSCHOOLS.US
KY0035297: TRIMBLE COUNTY BOARD OF EDUCATION 116 WENTWORTH AVE BEDFORD KY 40006	Kristen Wilcoxson 502-255-3201 kristen.wilcoxson@TRIMBLE.KYSCHOOLS.US
KY0000083: UNION COUNTY BOARD OF EDUCATION 4500 US Hwy 60W MORGANFIELD KY 42437	AMY MORRIS 270-389-1694 AMY.MORRIS@UNION.KYSCHOOLS.US
KY0004788: Walton-Verona Board of Education DBA: Food Service Payments Only 16 SCHOOL RD WALTON KY 41094	KEVIN RYAN 859-485-4181 kevin.ryan@wv.kyschools.us
KY0035644: WARREN COUNTY BOARD OF EDUCATION DBA: FOOD SERVICE 303 Lovers Lane Bowling Green KY 42103	Kathy Phelps 270-781-5150 Kathy.Phelps@Warren.kyschools.us
KY0035617: WASHINGTON COUNTY BOARD OF EDUCATION 120 MACKVILLE HILL SPRINGFIELD KY 40069	JUDY SPALDING 859-336-5470 JUDY.SPALDING@WASHINGTON.KYSCHOOLS.US
KY0035295: WAYNE COUNTY BOARD OF EDUCATION 150 Cardinal Way Monticello KY 42633	Stephanie Neal 606-348-8484 stefanie.neal@WAYNE.KYSCHOOLS.US

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Memorandum of Agreement Terms and Conditions
Regular (Government/Quasi-Governmental) (PON3)

This Memorandum of Agreement (MOA) is issued by the Commonwealth of Kentucky, Cabinet for Health and Family Services, Division of Procurement and Grant Oversight, on behalf of the Department for Community Based Services (“the Commonwealth”) and Multiple Providers (“the Contractor”). The initial MOA is effective from 07/01/2026 through 06/30/2028.

SECTION 1 – ADMINISTRATIVE OVERVIEW

1.00 Purpose and Background

The Consolidated Appropriations Act, 2023 (P.L 117-328) (the Act) authorized a permanent, nationwide Summer Electronic Benefit Transfer (SEBT) Program beginning in 2024. Funding for FY 2025 Summer EBT Administrative Grants is provided through the annual appropriations process. Under this authority, the Kentucky Cabinet for Health and Family Services, as Kentucky’s Summer EBT Agency, will be provided with an administrative grant award to cover 50 percent of the expenses incurred for summer EBT implementation and operation.

1.01 Terminology

For this Contract, the following terms may be used interchangeably:

Vendor: Contractor, Offeror, The Second Party, Proposer

Issuer of Contract: Buyer

Commonwealth of Kentucky: Commonwealth, State

Cabinet for Health and Family Services: Cabinet, the Department, the Agency, CHFS

Fiscal Year: July 1 through June 30

Biennium: July 1 of each even-numbered year through June 30 of the next even-numbered year.

SECTION 2 – SCOPE OF SERVICES

2.00 Services Required

A. Collaborate with the Department for Community Based Services (DCBS) to provide monthly enrollment data necessary to administer and implement the SEBT Plan that has been approved by the Food and Nutrition Services (FNS). Data includes, but is not limited to:

1. Personally identifiable information for all students
 - a. Student Name
 - b. Date of Birth
 - c. Mailing Address
 - d. School District Number
 - e. School Number
 - f. Parent/Guardian Name
 - g. SSID (if applicable)

2.01 Deliverables

The Kentucky School Administrators agree to collaborate with DCBS and provide services required to administer and implement SEBT per the SEBT Plan.

2.02 Reporting Requirements

The Kentucky School Administrators agree to provide reports upon request per SEBT Plan.

Kentucky School Administrators must submit an invoice for the current school year by August 15, 2026, to receive payment. Invoices received after August 15, 2026, will not be paid.

2.03 Subcontractors

The Contractor may not subcontract with any other party to perform any of the Contractor’s obligations under this Contract.

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2.04 CHFS/Department for Community Based Services Responsibilities

The Cabinet for Health and Family Services (CHFS) is responsible for the following:

1. Collaborate with Kentucky School Administrators to provide services required to administer and implement SEBT per the SEBT Plan.
2. CHFS will perform data validation tests to ensure all data sets are complete, correctly formatted, deduplicated (if unduplicated), and matched against the Integrated Eligibility and Enrollment System (IEES) to identify household matches.
3. IEES will check all SEBT issuance records for current program participation prior to creating new SEBT issuance records during the program period. If IEES finds a current SEBT issuance for a child, the newest request will be denied, preventing any child from receiving duplicate SEBT benefits.

2.05 Monitoring Requirements

KY School Administrators acknowledge and agree that DCBS staff may monitor this Contract for fiscal and programmatic compliance.

2.06 Related Documents and Materials Incorporated by Reference

Appendix "A" SEBT Plan

Appendix "B" Fully executed Data Sharing Agreement

SECTION 3 – PRICING/INVOICING

Payment is conditioned upon receipt of appropriate, accurate, and timely invoices. Invoices for payment shall be submitted electronically to CHFSPayablesBranch@ky.gov. Invoices must be submitted no later than thirty (30) calendar days after the end of the school operational period (May 31st). The invoice must include a minimum:

The invoice must include at a minimum:

1. Vendor's name and address.
2. Document number that invoice(s) are using for funding.
3. Clearly listed dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.
7. Detailed description of services provided.

Invoices that do not contain the above requirements will be rejected and returned to the Contractor for re-invoicing.

SECTION 4 – INSURANCE REQUIREMENTS

**** Proof of all required insurances should be provided prior to award. ****

A Certificate of Insurance (COI) on an ACORD form is required unless approved by the Commonwealth's Office of the Controller.

A. Required Coverage

The awarded vendor(s) shall be responsible for maintaining, and not reducing, the following insurance coverages, types, and limits of liability. Further awarded vendor shall be able to produce evidence of insurance in compliance with part C of this section through the entire contract:

Commercial General Liability Insurance in accordance with minimum limits of liability of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate. The Commonwealth, in the Request for Solicitation, may require higher limits depending on the type of solicitation.

B. Additional Types of Insurance

(*The Commonwealth reserves the right to require higher coverage amounts if needed based on the type of contract and associated risk)

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1. Automobile Liability Insurance (If Applicable)

Automobile Liability Insurance is required for delivery, onsite training, services or events in all situations where the Contractor must drive to any property where Commonwealth operations occur. With regard to delivery, if the items requested in this solicitation will be delivered by the awarded Contractor or Subcontractor, proof of Automobile Liability Insurance must be provided prior to award. *If items will be delivered by common courier (USPS, FedEx, UPS, Old Dominion Freight Line, etc.), this requirement does not apply.*

The Contractor or Subcontractor must provide a certificate of insurance coverage for any vehicle used in performance of this contract, whether owned, non-owned, or hired, or other vehicles utilized by the Contractor or Subcontractor. Said policy of insurance to have a minimum coverage limit of \$1,000,000.00 per occurrence combined single limit for bodily injury, including death, and property damage.

This requirement does not apply if the Contractor does not own, lease, or hire any automobiles to be used in connection with performance under any Contract resulting from this Solicitation.

2. Professional Liability Insurance (If Applicable)

Professional Liability (Error & Omissions) Insurance shall be required for all professional services performed by licensed or certificated individuals or individuals working on behalf of licensed or certificated individuals. The required Professional Liability Insurance shall have a minimum limit of liability of \$1,000,000.00 per claim for damages arising out of negligent acts, errors, and/or omissions in the performance of services.

C. Evidence of Insurance Coverage

The successful bidder shall provide evidence of insurance coverage as required. Failure to do so shall constitute a material breach of this Contract and may result in immediate cancellation of the Contract.

For all required insurance coverages, during the course of the Contract, the awarded vendor shall not be self-insured or utilize a Captive Insurer or a fronting policy that shifts risk back to the awarded vendor without prior written approval by the Office of the Controller of the Commonwealth.

Further, the awarded vendor shall not utilize an insurer or similar entity not in good standing with the Insurance Commissioner to fulfill the insurance requirements of the contract without prior written approval by the Office of the Controller of the Commonwealth.

Such approvals may require additional financial review, proof of funds, or bonding requirements sufficient for the risk associated with the services covered by the Contract, and approval or rejection is within the sole discretion of the Commonwealth's Office of the Controller.

Contractor shall furnish the Certificate of Insurance prior to award and shall, upon request of the Commonwealth at any time during the contract term, provide a current, valid Certificate of Insurance.

Contractor and/or its insurer shall provide immediate notice of nonrenewal or cancellation of coverage during the course of the Contract.

All Certificates of Insurance must be signed by an authorized representative of the insurance agency, shall be in compliance with the laws of the Commonwealth of Kentucky, and shall be placed with a licensed resident or non-resident agent who represents insurance companies authorized to do business in Kentucky. The insurer shall have an AM Best rating of B+ or higher. Visit www.ambest.com for verification. Failure to meet this requirement may result in the bid being deemed non-responsive. A list of authorized companies can be found at <https://insurance.ky.gov/ppc/Company/Default.aspx>.

The certificate holder shall be listed as:

Cabinet for Health and Family Services
275 E. Main Street 4E-C
Frankfort, KY 40601
Attn: Jessica Crutcher

Endorsement of Additional Insured. Certificate of Insurance must contain the following language in the Description of Operations box:

"The Commonwealth and its agents are Additional Insureds for the contract resulting from the solicitation. Additional insured protection afforded is on a primary and non-contributory basis."

A copy of the Endorsement of Additional Insured must be submitted with the Certificate of Insurance.

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D. Subcontractors

If the contract allows for Subcontractors and utilizes Subcontractors, prior to the commencement of any work by a Subcontractor.

1. The primary Contractor's Certificate of Insurance must identify coverage that meets or exceeds the insurance requirements defined in this contract and that covers Subcontractor and its work in support of the Contract or the Subcontractor must submit and maintain a Certificate of Insurance that also meets or exceeds the insurance requirements of the Primary Contractor defined in this contract, with an Additional Insured Endorsement.
2. Procuring Agency reserves the right to request copies of all Subcontractor's Certificate(s) of Insurance at any time.

E. Maintenance of Insurance

During this Contract, the Contractor shall maintain and shall require any Subcontractor to maintain their directors and officers liability insurance, Workers' Compensation insurance, employer liability insurance, and such other liability insurance as reasonably necessary in the Contractor's business judgment to provide adequate coverage against losses and liabilities attributable to the acts or omissions of the Contractor and the Subcontractor(s) in the performance of this Contract. The Contractor shall provide and shall require any Subcontractor to provide evidence of such coverage upon request.

If the Contractor and any Subcontractor are not self-insured, each shall name CHFS as an additional insured on any policy of coverage, except the Workers' Compensation and any reinsurance. The Contractor and any Subcontractor shall provide proof of coverage within five (5) business days of coverage upon request.

CHFS shall not be responsible for any premiums or assessments on policy(ies) held by the Contractor or any subcontractor under this Contract. CHFS may, at its sole discretion, pay one or more premiums, if doing so would be in the Cabinet's best interest. Should CHFS exercise this option, the Contractor shall fully reimburse CHFS, either directly or by an offset against future payments.

The Certificate of Insurance for any policy other than self-insurance or any reinsurance must require that the insurer cannot cancel the coverage without thirty (30) days prior written notice to CHFS. The Contractor shall notify CHFS within five (5) business days of any cancellation or interruption of the Contractor's or Subcontractor's insurance coverage. In any subcontract, the Contractor shall require that any Subcontractor also provide such notice to the Contractor and CHFS. Any insurance must remain in effect at all times during this Contract. If any insurance coverage expires during this Contract, the Contractor and any Subcontractor shall provide a new Certificate of Insurance evidencing coverage for not less than the remainder of the Contract at least thirty (30) calendar days prior to the expiration date.

SECTION 5 – CHFS GENERAL TERMS AND CONDITIONS

Incorporated by Reference

Finance & Administration Cabinet Policy FAP 110-10-00
Memorandum of Agreement

5.00 Memorandum of Agreement Standard Terms and Conditions

5.00.01 Order of Precedence

In the event of any conflict or ambiguity between the provisions in the Agreement or any attached documents, the order of precedence shall be:

1. Procurement statutes, regulations, and policies;
2. This written Agreement; and
3. Any attachments, schedules, exhibits, or appendices to this Agreement.

5.00.02 Changes and Modifications to the Contract

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth, and incorporated as a written amendment by the Cabinet prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor believes contract modification is necessary, it shall promptly report such matters to the Issuer identified on page 1 for consideration and decision.

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5.01 General Provisions

5.01.01 Headings

The section headings in this Contract are for reference and convenience only and shall not have any effect on the construction or legal effect of this Contract.

5.01.02 Notices

This Contract shall be binding upon and inure to the benefit of the respective legal successors of the Parties. Neither this Contract nor any rights or obligations may be assigned, in whole or in part, without the prior written consent of CHFS, Division of Procurement and Grant Oversight, and the Finance and Administration Cabinet.

5.01.03 No Required Use of Contract

This Contract does not guarantee any minimum use of services. The Cabinet reserves the right to leave all, or any portion, of the contract unused. The Cabinet may establish or award other contracts for additional or related work, services, supplies, or commodities, and the Contractor shall fully cooperate with any such other contractors and Commonwealth employees. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees.

5.01.04 Severability

If any part of this Contract is held by a court of competent jurisdiction to be illegal or in conflict with any law of the Commonwealth or the United States of America, the validity of the remaining parts shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Contract did not contain the particular part held to be invalid, if the remainder of the Contract is capable of performance.

5.01.05 Indemnification

The Contractor shall indemnify and hold harmless CHFS and its agents, representatives, officers, directors, employees, insurers, successors, and assigns from and against any and all expenses, costs (including attorneys' fees), causes of action, liabilities, losses, and/or damages suffered or incurred that results from or arises out of (a) the Contractor's performance under the terms of this Contract; (b) the Contractor's or any of its employees' or subcontractor's negligent acts, omissions, intentional misconduct, or any dishonest, fraudulent, or criminal, acts, errors, or omissions; (c) the policies and procedures of the Contractor, including all Contractor employment practices during the term of this or any prior Contract with CHFS; (d) the unauthorized publication, translation, reproduction, delivery, use, or disposition of any CHFS data; or (e) the Contractor's failure to comply with any applicable state or federal laws or regulations.

If the Contractor is an agency of the Commonwealth of Kentucky, liability shall be governed by KRS 49.010 through KRS 49.180 and limited to any award from the Board of Claims up to the jurisdictional amount.

5.01.06 Sovereign Immunity

No provision of this Contract constitutes a waiver by CHFS of any immunities from suit or liability that it may have by operation of law.

5.01.07 Force Majeure

Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement if such failure or delay is due to events or causes beyond the reasonable control of either Party. Events or conditions beyond the Parties' reasonable control include, but are not limited to, natural or man-made disasters, weather events, transportation crashes, labor strikes or shortages, war, riots, or other civil unrest, state or national declared emergencies, pandemics, or public utility failures. However, CHFS retains the right to obtain any services elsewhere in the event of the Contractor's non-performance. In this event, the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with CHFS in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other as soon as possible of the existence of a force majeure event. To preserve this right as a defense, each Party must inform the other in writing, with confirmation of receipt, within twenty (20) business days of the force majeure event or otherwise waive this right as a defense to other Party's claim of non-performance.

5.01.08 Compliance with Licensure, Permits, and Tax Obligations

The Contractor shall ensure that all licenses, certifications, registrations, and permits required for performance under this Contract are obtained, kept in good standing, and maintained throughout the term of the Contract. These documents shall be readily accessible and available for inspection upon request.

To the extent required by law, the Contractor shall be solely responsible for the payment of any taxes associated with this Contract, including but not limited to sales, use, personal property, income, and other applicable taxes. The Contractor shall also be responsible for all required federal (including FICA), state, and local tax withholdings

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5.01.09 Legal Proceedings

Except as specifically disclosed in writing to CHFS prior to the date of this Contract, the Contractor certifies it is not aware of any there are no suits, investigations, or other proceedings pending or threatened against the Contractor or any Subcontractor that would have a material effect on this Contract or, if applicable, any subcontracts. The Contractor shall use reasonable efforts to notify CHFS within one (1) business day, and in writing within three (3) business days, of any suits, investigations, or other proceedings involving the Contractor related to this Contract.

5.01.10 No Grant of Employment or Agency

Nothing in this Contract shall be construed as granting any individual providing services under the Contract any of the claims, privileges, or rights under KRS Chapter 18A or KAR Title 101. No individual providing services under this Contract shall be considered a full-time or part-time employee of CHFS, for any purpose, including but not limited to unemployment, taxes, withholding, health insurance, liability, retirement, Workers' Compensation, vacation, sick or other leave, the Family Medical Leave Act, accrued benefits, or evaluations. At all times, any such individual shall be an employee, volunteer, or independent contractor of the Contractor. No employee, volunteer, or independent contractor of the Contractor shall be a third-party beneficiary of this Contract.

5.01.11 CHFS Discrimination Prohibited

1. The Contractor will not discriminate against any employee or applicant for employment or any individual requesting or receiving services from Contractor on the grounds of race, color, religion, sex, national origin, age, disability, veteran status, or any other protected class identified in federal, state, or local laws.. The Contractor will not retaliate for prior civil rights activity. The Contractor agrees to comply with, as applicable, the Kentucky Civil Rights Act, the Americans with Disabilities Act of 1990 as Amended (ADA), Section 1557 of the Patient Protection and Affordable Care Act, the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 11(c) of the Food and Nutrition Act of 2008, (as amended at 7 CFR 272.6(a)), Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and all other applicable federal, state, and local laws prohibiting discrimination.

2. The Contractor agrees to post in conspicuous places, available to program or service applicants or recipients, notices setting forth the provisions of this non-discrimination clause and, if applicable, including the USDA And Justice for All Poster.

3. In all program or service solicitations or advertisements related to this Contract the Contractor will set forth the provisions of this non-discrimination section.

4. The Contractor agrees to provide, free of charge, appropriate accommodations and reasonable modifications for applicants or recipients with disabilities. The Contractor agrees to post a notice in a conspicuous place, in an accessible format, informing individuals with disabilities about the availability of and the process for requesting free, reasonable accommodations and modifications.

5. The Contractor agrees to provide meaningful access and language assistance measures free of charge to program or service applicants or recipients with limited English proficiency. The Contractor agrees to post a notice in a conspicuous place informing individuals with limited English proficiency about the availability of free language assistance services in a language they can understand.

5.01.12 Staffing

Any individual providing services under this Contract must not be prohibited or debarred from providing services or participating in any state or federal governmental program, including but not limited to the Medicare and Medicaid programs. In the event of any such prohibition or debarment, the Contractor shall immediately notify CHFS.

CHFS expressly reserves the right to immediately disqualify or prohibit the continued use of any Contractor staff that has been provided to perform Contract services, if, in CHFS's discretion, it is determined that their continued use is not in CHFS's best interests, that such staff fails to meet any Contract requirements, or that such staff has violated any state or federal law or violated any policies and procedures of CHFS.

5.02 Contract Performance

5.02.01 Service Delivery Requirements

All services provided by the Contractor shall comply with all applicable federal and state statutes and regulations.

5.02.02 Total Amount of Funds and Budget Revisions

CHFS any overpayment, regardless of the reason. Any reconciliation or settlement of fund balances contained in the Summary Line Item Section of this Contract shall be negotiated between CHFS and the Contractor and determined as soon possible before the end of this Contract.

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5.02.03 Financial Record Retention

Unless otherwise specified in this Contract, the Contractor agrees to maintain all Contract records for not less than three (3) years after all Contract matters (e.g., audit, settlement of audit exceptions, disputes) are resolved and in accordance with applicable federal and/or state laws, regulations, and policies.

5.02.04 Confidential Information

The Contractor shall comply with applicable state and federal law, policies, and procedures governing access to and use of information and data provided by CHFS or collected by the Contractor under the Contract. The Contractor shall use such information or data only for purposes expressly authorized in this Contract and will maintain strict confidentiality in accordance with CHFS security and privacy standards. The Contractor shall ensure that all employees, agents, and subcontractors adhere to these requirements and shall maintain signed confidentiality agreements or equivalent binding policies with all personnel who may access CHFS data.

Any dissemination of information about projects funded and the scope of work of this Contract must be fully documented, reviewed, and approved by the Cabinet's project manager and the Chief Information and Security Officer (CISO) before any representation of projects, their funding sources, use of data, or data analyses may be posted to a web page or otherwise published.

Prohibited Activities

The Contractor and its personnel are expressly prohibited from:

1. Uploading, sharing, or transmitting any CHFS information—including de-identified, aggregated, or anonymized data—into any non-CHFS-approved external artificial intelligence (AI) tools, platforms, or extensions (e.g., ChatGPT, Bard, Traciq AI, Read AI, or similar).
2. Transferring CHFS information to personal devices, removable media (e.g., USB drives), or unapproved storage locations.
3. Sending CHFS information through unsecured email or unapproved collaboration tools.
4. Using CHFS information for testing, demonstration, or non-contractual research purposes without written approval from CHFS.

Monitoring and Enforcement

CHFS reserves the right to monitor, audit, and investigate any suspected or actual unauthorized access, use, or disclosure of information. Violations of this section may result in:

- Immediate contract termination;
- Disciplinary or legal action against responsible individuals; and
- Reporting to regulatory or law enforcement authorities as applicable.

Exceptions

The foregoing will not apply to:

1. Information that the Commonwealth has released in writing from confidentiality;
2. Information already in the public domain through lawful publication; or
3. Information that, after disclosure, becomes part of the public domain as defined above, through no act of the Contractor; or
4. Information required by law to be disclosed, provided that prior written notice is given to CHFS to allow for protective action.

5.02.05 HIPAA Confidentiality Compliance

If applicable, the Contractor agrees to comply the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

5.02.06 Response/Compliance with Audit Findings

The Contractor shall comply with and require any Subcontractor to comply with any findings of noncompliance with any law, regulation, audit, inspection, or generally accepted accounting principle related to this Contract. Within thirty (30) calendar days of the Contractor's notification of noncompliance, the Contractor will provide CHFS, for CHFS' approval, a Corrective Action Plan that addresses the identified deficiencies. The Contractor shall bear the expense of compliance with any noncompliance finding that impacts or is related to the Contractor's work under this Contract. Noncompliance may also result in penalties as described in Section 4.02.08-Performance-Based Penalties.

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5.02.07 Research Project Approval and Institutional Review Board Requirements

If applicable, any proposed research project under this Contract shall comply with 920 KAR 1:060, which provides for the Cabinet's review of research projects supported or funded in whole or in part through CHFS. If the proposed research project involves human subjects, it shall comply with 45 CFR 46 and the Cabinet's Institutional Review Board for the Protection of Human Subjects (IRB) requirements. The CHFS project manager will provide all documentation and protocols for review and approval by the CHFS IRB. No research may begin until the IRB approves the project.

5.02.08 Performance-Based Penalties

Upon a determination of failure to perform services outlined in Section 2-Scope of Services, the Cabinet may issue penalties up to five percent (5%) of the total amount of the contract for each instance of non-performance. If the Cabinet elects not to exercise a penalty clause, this shall not be construed as a waiver of the Cabinet's right to pursue the future assessment of any performance standard requirement and associated penalties. The Cabinet will work with the Contractor to resolve performance issues at all times.

1. Requirement of Corrective Action:

A. Letter of Concern

Should the Agency determine that the Contractor or any Subcontractor is in violation of any requirement of this Contract, the Agency shall notify the Contractor of the deficiency through a "Letter of Concern." The Contractor shall contact the designated Agency Contact within two (2) business days of receipt of the Letter of Concern and shall indicate how such concern is unfounded or how it will be addressed. If the Contractor fails to timely contact the designated representative, the Agency may proceed to the additional remedies.

B. Corrective Action Plan

Should the Cabinet determine that the Contractor or any Subcontractor is not in substantial compliance with any material provision of this Contract, the Cabinet shall issue a written deficiency notice and require a corrective action plan be filed by the Contractor within ten (10) business days following the date of the notice.

A corrective action plan shall describe the time and manner in which each deficiency is to be corrected. The plan shall be subject to approval by the Finance and Administration Cabinet or the Cabinet, which may accept the plan as submitted, accept the plan with specified modifications, or reject the plan within ten (10) business days of receipt. The Cabinet may reduce the time allowed for corrective action depending on the nature of the deficiency.

C. Failure to Respond to Letter of Concern or Corrective Action Plan Notice

Failure of the Contractor to respond to a Letter of Concern within two (2) business days of receipt may result in up to a \$500.00 per day penalty for each day until the response is received. Failure of the Contractor to submit a Corrective Action Plan within ten (10) business days following the date of the written deficiency notice may result in up to a \$1,000.00 per day penalty for each day until the Corrective Action Plan is received.

D. Request for Extension

Upon request, CHFS may extend the time allowed for both a response to the Letter of Concern and a Corrective Action Plan depending upon the deficiency. The Contractor shall request an extension of time in writing from the designated representative and state. The request shall contain a justification and proposed extension period. If an extension is granted, the penalty per day for both a late Letter of Concern or a late Corrective Action Plan would begin after the expiration of the extension period.

2. Failure to Correct any identified deficiency may result in an action pursuant to Finance Terms - Cancellation of this Contract.

3. Upon timely resolution of all performance-based issues outlined in the Corrective Action Plan, the Contractor shall receive reimbursement of a percentage of the amount withheld based on the following tier schedule:

- A. Resolution within 30 days: at least 75% will be reimbursed to Contractor.
- B. Resolution within 60 days: at least 50% will be reimbursed to Contractor.
- C. Resolution within 90 days: at least 25% will be reimbursed to Contractor.
- D. Resolution after 90 days: total penalty withholdings are forfeited.

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5.02.09 Performance and Evaluation

CHFS may complete a Performance Evaluation (PE) twice a year to document contract performance. PE documents will be entered into the Commonwealth's electronic financial system (eMARS). Performance documented by PE may be considered when making future awards. To obtain a copy of the PE documents for this Contract, contact the Issuer identified on page 1.

5.02.10 Business Continuity, Disaster Recovery, and Information Security Requirements

The Contractor shall maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or CHFS' data, communication, or technical support system. Such plans shall enable the Contractor to continue to meet all contractual requirements. The Contractor shall provide a copy of its plans upon request. All costs associated with activating and sustaining the execution of all plans shall be borne by the Contractor.

5.02.11 Protection of Personal Information Security and Breach Investigation Procedures and Practices Act

When applicable, contractors that receive Personal Information, as defined by KRS 61.931, shall secure and protect the Personal Information by complying with all applicable requirements of the Personal Information Security and Breach Requirements contained in KRS 61.931- KRS 61.934. In accordance with KRS 61.932(2)(a), the Contractor shall implement, maintain, and update security and breach investigation procedures that are appropriate to the nature of the information disclosed and that are at least as stringent as the security and breach investigation procedures and practices established by the Commonwealth Office of Technology:

See:

<http://technology.ky.gov/ociso/Pages/InformationSecurityPolicies,StandardsandProcedures.aspx>

The Contractor shall comply with all applicable notification provisions in KRS 61.932 and KRS 61.933. The Contractor agrees to undertake a prompt and reasonable investigation of any security breach, as defined in KRS 61.931, as required by KRS 61.933. Upon conclusion of an investigation of a security breach of Personal Information, the Contractor agrees to an apportionment of the costs of the notification, investigation, and mitigation of the security breach. The Contractor agrees that the Commonwealth may withhold payment(s) owed to the Contractor for any violation of the requirements contained in KRS 61.931- KRS 61.934. The Contractor agrees to cooperate with the Commonwealth in complying with any response, mitigation, correction, investigation, and notification requirements of KRS 61.931- KRS 61.934.

The Contractor shall comply with the Commonwealth's policy on the use of Artificial Intelligence (AI).

5.03 Breach and Contract Termination

5.03.01 Remedies for Breach

In the event of a breach of contract by the Contractor, CHFS may pursue any remedy available to it under this Contract, KRS Chapter 45A, or by law. The remedies may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages.

5.03.02 Transition/Turnover/Closure

The Contractor shall give the Commonwealth at least thirty (30) days written notice of any insolvency, bankruptcy, dissolution, or the closure of business operations related to this Contract.

Upon receipt of the notice of non-renewal or termination or the Contractor's closure of business operations, the Contractor shall provide any turnover assistance reasonably necessary to enable CHFS (or its designee) to effectively close out the Contract and transition to another Contractor or to perform the work in-house. The Contractor is responsible for the orderly transition of work and the accuracy of data in coordination with CHFS and any new Contractor.

Within three (3) business days of CHFS's determination to initiate transition activities, the Agency Contract Manager will provide written instructions to the Contractor regarding the required activities.

Activities may include, but are not limited to:

1. Submission of a detailed Transition Plan within three (3) business days of receipt of CHFS communication. Upon receipt, CHFS will review and, if acceptable, approve the Transition Plan within three (3) business days. If CHFS determines that the Transition Plan is missing necessary information, CHFS shall provide the Contractor with written instructions for the required information, and the Contractor shall amend the Transition Plan to include the necessary information.
2. If the Commonwealth determines the Contractor was providing necessary, direct public services, notification to any individual receiving such services of the non-renewal, termination, or closure of

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business operations, advising the individual of reasonable, alternative service options. Prior to distribution, the notification shall be sent to the Issuer for CHFS approval. The Contractor shall provide written certification to the Commonwealth once all individuals have been notified.

3. Deliver all documents, records, and appropriate reference materials, including data models and file documentation, by the date approved in the Transition Plan.
4. Deliver a final report on the status of contracted services. This report shall be provided to CHFS by the close of business on the date of termination.
5. Deliver a complete accounting report to CHFS within ninety (90) calendar days of the effective date of termination.
6. Provide reasonable and appropriate assistance to CHFS and its designee(s) regarding the contents of such documents and records submitted. This assistance shall be provided to CHFS for a minimum of ninety (90) calendar days following the effective date of termination.

The Contractor shall be responsible for paying any additional costs incurred by CHFS that are the result of the Contractor's failure to provide the requested records, documents, data, or materials within the agreed time frames in the Transition Plan.

5.03.03 Disputes

The parties agree to take reasonable steps to resolve any disputes arising under this Contract.

5.04 Miscellaneous Provisions

5.04.01 Advertising Award Prohibition

The Contractor shall not reference the Award of Contract in commercial advertising in such a manner as to state or imply that the Contractor or its services are endorsed or preferred by the Commonwealth of Kentucky.

5.04.02 Bankruptcy

In the event the Contractor becomes the subject debtor in a case pending under the Federal Bankruptcy Code, the Commonwealth's right to terminate this Contract may be subject to the rights of a trustee or a debtor-in-possession in bankruptcy to assume or assign this Contract. Subject to any US laws, the trustee or debtor-in-possession shall not have the right to assume or assign this Contract unless:

1. All defaults under this Contract are promptly cured;
2. The Commonwealth is promptly compensated for the monetary damages incurred as a result of such default; and
3. Adequate assurance of future performance, as determined by the Commonwealth, is provided.

5.04.03 Code of Ethics

The Contractor and all personnel who may provide services under this Contract or any subcontract with the Contractor shall abide by any applicable codes of ethics or conduct. Failure to do so may result in the immediate termination of the Contract.

5.04.04 Notices and Pamphlets

All notices, advertisements, information pamphlets, research reports, and similar public notices prepared and released by the Contractor pursuant to this Contract shall be pre-approved by CHFS and include a statement identifying the appropriate source of funds for the project or service, including, but not limited to, identifying whether the funding is in whole or in part from federal, CHFS, or other state funds.

5.04.05 Scientific Misconduct

If applicable, the Contractor shall establish a procedure for the investigation, appeal, and disposition of complaints alleging misconduct in research projects funded by federal funds or Public Health Services research grants. Such policies and procedures shall comply with 42 CFR Part 93 and shall be made available, upon request, to CHFS. The Contractor shall immediately notify CHFS of any activity reported to the Contractor under this section.

5.04.06 Intellectual Property

Any formulae, methodology, or other reports and compilations of data provided by CHFS to the Contractor under this Contract shall be the exclusive property of CHFS. Any other use of these materials must be reviewed and approved in advance by CHFS. Any intellectual property owned by the Contractor prior to this Contract shall remain the exclusive property of the Contractor.

Any formulae, methodology, other reports, or compilations of data prepared or produced by the Contractor pursuant to this Contract shall, upon request, be made available for use by CHFS without charge. The Cabinet reserves a

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royalty-free, non-exclusive, and irrevocable right to reproduce, publish, or otherwise use the formulae, methodology, or other reports and compilations of data prepared or produced under this Contract.

5.04.07 Business Associate Agreement

The Contractor shall execute and comply with the attached Business Associate Agreement (BAA).

For the purposes of the BAA, the following entities are defined:

Covered Entity:

Cabinet for Health and Family Services

275 East Main Street

Frankfort, KY 40601

Business Associate:

Multiple Providers

SECTION 6 – FEDERAL REQUIREMENTS

If federal funds are utilized, the Contractor is responsible for complying with all applicable provisions of 2 CFR Part 200, including Appendix II, Subpart D, Subpart E, Subpart F, and §200.332, as applicable to subrecipient agreements.

For purposes of this Section and all federal requirements incorporated herein, the Contractor shall be considered the "Subrecipient" as that term is defined in 2 CFR §200.1.

6.00 Certain Provisions Contained Within 2 CFR, Part 200, Appendix II

6.00.01 Clean Air Act and Federal Water Pollution Control Act

The Contractor and Subcontractors shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq. Violations shall be reported to the U.S. Department of Health and Human Services (HHS) and the appropriate Regional Office of the Environmental Protection Agency.

6.00.02 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Lower Tier Covered Transactions

In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00, the Contractor certifies by signing the Contract, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the vendor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment. For this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

6.00.03 Certification of Lobbying Activities

The Contractor shall disclose any lobbying activities in accordance with Section 1352. The Contractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors/Subrecipients shall certify and disclose accordingly. This certification is a

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material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

6.00.04 Equipment

For reimbursement-type contracts, the Contractor shall not purchase equipment or property with contract funds without prior written approval from the Agency.

6.00.05 Telecommunications and Video Surveillance Services or Equipment

In accordance with 2 CFR 200.216, Contractors and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

6.00.06 Domestic Preferences for Procurements

In accordance with 2 CFR 200.322:

- (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

6.00.07 Procurement of Recovered Materials

In accordance with 2 CFR 200.323, a non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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Memorandum of Agreement Standard Terms and Conditions

Revised February 2026

1.00 Effective Date

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The Commonwealth will make payment within thirty (30) working days of receipt of contractor's invoice or of acceptance of goods and/or services in accordance with KRS 45.453 and KRS 45.454.

Payments are predicated upon successful completion and acceptance of the described work, services, supplies, or commodities, and delivery of the required documentation. Invoices for payment shall be submitted to the agency contact person or its representative.

2.00 Cancellation Clause

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

3.00 Funding Out Provision

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

4.00 Reduction in Contract Worker Hours

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

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5.00 Access to Records

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

6.00 Violation of tax and employment laws

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration of the contract.

Failure to disclose violations shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

7.00 Nondiscrimination

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The Equal Employment Opportunity Act of 1978 (the “Act”), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin.
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

8.0 Artificial Intelligence (AI)

Vendor agrees to adhere to [CIO-126 Artificial Intelligence Policy.pdf](#), which includes but is not limited to, the required written disclosure, in advance, of every use of generative AI and/or integrations with generative AI system. Vendor agrees to disclose all parts of contracted work that is expected

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to be or will be performed with the assistance of AI. Further, Vendor understands and agrees to take appropriate measures to ensure Generative AI shall not be used for any activities that are illegal or in violation of state policy, COT policy, or agency policy per CIO-126. Vendors may not use Commonwealth confidential or internal data in generative AI queries or for building or training proprietary generative AI programs unless explicitly approved in writing by the agency head with consultation from the COT Chief Information Officer. Vendor agrees to provide reasonable written notice of any issue of noncompliance with these requirements.

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Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

CHFS Cabinet Approval:

Signature

Title

Printed Name

Date

Contractor Approval:

See following page for signatures

CHFS Department Review:

Signature

Title

Printed Name

Date

Approved as to form and legality:

Ashley Kennedy

Attorney

6/4/2026 | 11:50 AM EDT

Date

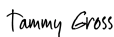
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Russellville Independent School District


Signature
Jennifer Pope
Printed Name

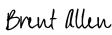
Director of Pupil Personnel
Title
6/4/2026 | 1:46 PM EDT
Date

Science Hill Independent School District


Signature
Tammy Gross
Printed Name

EBT Administrator
Title
6/8/2026 | 11:01 AM EDT
Date

Scott County Board of Education


Signature
Brent Allen
Printed Name

Assistant Superintendent and DPP, Scott County School
Title
6/4/2026 | 1:28 PM EDT
Date

Shelby County Board of Education


Signature
Michael Clark
Printed Name

Director of Student Services/DPP
Title
6/8/2026 | 8:37 AM EDT
Date

DocuSign Envelope ID: 64188B81-3A5B-84E9-81C1-FE78C09C2CE9		Document Description	Page 22
2600000101	Draft	Summer Electronic Benefits School Payment C6487	Total Pages: 26

Simpson County Board of Education

Joseph Kilburn
Signature

Joseph Kilburn
Printed Name

Director of Pupil Personnel
Title

6/4/2026 | 1:37 PM EDT
Date

Somerset Independent School District

Andrea Keeney

Andrea Keeney
Printed Name

DPP

6/8/2026 | 9:14 AM EDT
Date

Southgate Independent School District

Printed Name

Date

Spencer County Board of Education

Steven Rucker

Steven Rucker
Printed Name

Chief of Student Supports

6/4/2026 | 1:28 PM EDT
Date

Taylor County Board of Education

Dr. F

Director of Pupil Personnel

DocuSign Envelope ID: 64188B81-3A5B-84E9-81C1-FE78C09C2CE9		Document Description	Page 23
2600000101	Draft	Summer Electronic Benefits School Payment C6487	Total Pages: 26

Sara Tucker

Printed Name

6/7/2026 | 5:03 PM EDT

Date

Todd County Board of Education

Printed Name

Date

Trigg County Board of Education

Printed Name

Date

Trimble County Board of Education

Printed Name

Date

Union County Board of Education

Printed Name

Date

DocuSign Envelope ID: 64188B81-3A5B-84E9-81C1-FE78C09C2CE9		Document Description	Page 24
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Walton-Verona Independent School District

Robert Hartman

Director Pupil Personnel

Robert Hartman

6/5/2026 | 8:05 AM EDT

Printed Name

Date

Warren County Board of Education

Jeff Moore

Director of Pupil Personnel

Jeff Moore

6/8/2026 | 4:06 PM EDT

Printed Name

Date

Washington County Board of Education

Chad Willis

Director of Pupil Personnel

Chad Willis

6/5/2026 | 7:24 AM EDT

Printed Name

Date

Wayne County Board of Education

Printed Name

Date

Webster County Board of Education

DocuSign Envelope ID: 64188B81-3A5B-84E9-81C1-FE78C09C2CE9		Document Description	Page 25
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Greg Bowles

Director of Pupil Personnel

Greg Bowles
Printed Name

6/10/2026 | 11:12 AM EDT
Date

Whitley County Board of Education

Amy Brown

Finance Officer

Amy Brown
Printed Name

6/4/2026 | 3:51 PM EDT
Date

Williamsburg Independent School District

Brad Miller

DPP

Brad Miller
Printed Name

6/4/2026 | 4:54 PM EDT
Date

Williamstown Board of Education

Printed Name

Date

Wolfe County Board of Education

Brian Creech

Food Service Director

Brian Creech
Printed Name

6/10/2026 | 12:31 PM EDT
Date

DocuSign Envelope ID: 64188B81-3A5B-84E9-81C1-FE78C09C2CE9		Document Description	Page 26
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Woodford County Board of Education

Josh Rayburn	Chief Information Officer
Printed Name	Date

Chief Information Officer

Josh Rayburn

1	Russellville Independent School District	1080	\$6,000
2	Science Hill Independent School District	520	\$1,500
3	Scott County Board of Education	9982	\$12,000
4	Shelby County Board of Education	7071	\$12,000
5	Simpson County Board of Education	3096	\$6,000
6	Somerset Independent School District	1714	\$6,000
7	Southgate Independent School District	198	\$1,500
8	Spencer County Board of Education	3350	\$6,000
9	Taylor County Board of Education	2731	\$6,000
10	Todd County Board of Education	1896	\$6,000
11	Trigg County Board of Education	1982	\$6,000
12	Trimble County Board of Education	1256	\$6,000
13	Union County Board of Education	2059	\$6,000
14	Walton-Verona Independent School District	1881	\$6,000
15	Warren County Board of Education	19231	\$12,000
16	Washington County Board of Education	1804	\$6,000
17	Wayne County Board of Education	3088	\$6,000
18	Webster County Board of Education	2185	\$6,000
19	Whitley County Board of Education	4106	\$6,000
20	Williamsburg Independent School District	905	\$1,500
21	Williamstown Board of Education	920	\$1,500
22	Wolfe County Board of Education	1087	\$6,000
23	Woodford County Board of Education	4047	\$6,000
		26*0101	\$138,000

BUSINESS ASSOCIATE AGREEMENT Russellville Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By 

Name:

Name: Jennifer Pope

Title:

Title: Director of Pupil Personnel

Date:

Date: 6/4/2026 | 1:46 PM EDT

BUSINESS ASSOCIATE AGREEMENT Science Hill Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Tammy Gross</i>
Name:	Name: Tammy Gross
Title:	Title: EBT Administrator
Date:	Date: 6/8/2026 11:01 AM EDT

BUSINESS ASSOCIATE AGREEMENT Scott County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Brent Allen

Name:

Name: Brent Allen

Title:

Title: Assistant Superintendent and DPP, Scott County School

Date:

Date: 6/4/2026 | 1:28 PM EDT

BUSINESS ASSOCIATE AGREEMENT Shelby County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By	<i>Michael Clark</i>
Name:	Name:	Michael Clark
Title:	Title:	Director of Student Services/DPP
Date:	Date:	6/8/2026 8:37 AM EDT

BUSINESS ASSOCIATE AGREEMENT Simpson County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Joseph Kilburn</i>
Name:	Name: Joseph Kilburn
Title:	Title: Director of Pupil Personnel
Date:	Date: 6/4/2026 1:37 PM EDT

BUSINESS ASSOCIATE AGREEMENT Somerset Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Andrea Keeney</i>
Name:	Name: Andrea Keeney
Title:	Title: DPP
Date:	Date: 6/8/2026 9:14 AM EDT

BUSINESS ASSOCIATE AGREEMENT Southgate Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Spencer County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By *Steven Rucker*

Name:

Name: Steven Rucker

Title:

Title: Chief of Student Supports

Date:

Date: 6/4/2026 | 1:28 PM EDT

BUSINESS ASSOCIATE AGREEMENT Taylor County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

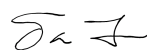
Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By



Name:

Name: Sara Tucker

Title:

Title: Director of Pupil Personnel

Date:

Date: 6/7/2026 | 5:03 PM EDT

BUSINESS ASSOCIATE AGREEMENT Todd County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract #2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Trigg County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Trimble County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Union County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Walton-Verona Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Robert Hartman</i>
Name:	Name: Robert Hartman
Title:	Title: Director Pupil Personnel
Date:	Date: 6/5/2026 8:05 AM EDT

BUSINESS ASSOCIATE AGREEMENT PWarren County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
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- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
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- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Jeff Moore</i>
Name:	Name: Jeff Moore
Title:	Title: Director of Pupil Personnel
Date:	Date: 6/8/2026 4:06 PM EDT

BUSINESS ASSOCIATE AGREEMENT Washington County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Chad Willis

Name:

Name:

Chad Willis

Title:

Title:

Director of Pupil Personnel

Date:

Date:

6/5/2026 | 7:24 AM EDT

BUSINESS ASSOCIATE AGREEMENT Wayne County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Webster County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:	By <i>Greg Bowles</i>
Name:	Name: Greg Bowles
Title:	Title: Director of Pupil Personnel
Date:	Date: 6/10/2026 11:12 AM EDT

BUSINESS ASSOCIATE AGREEMENT Whitley County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By *Amy Brown*

Name:

Name: Amy Brown

Title:

Title: Finance Officer

Date:

Date: 6/4/2026 | 3:51 PM EDT

BUSINESS ASSOCIATE AGREEMENT Williamsburg Independent School District

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By 

Name:

Name: Brad Miller

Title:

Title: DPP

Date:

Date: 6/4/2026 | 4:54 PM EDT

BUSINESS ASSOCIATE AGREEMENT Williamstown Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name:

Title:

Title:

Date:

Date:

BUSINESS ASSOCIATE AGREEMENT Wolfe County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.

- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.

7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.

7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, (“Indemnified Party”) against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate’s actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys’ fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate’s breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party’s address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By *Brian Creech*

Name:

Name: Brian Creech

Title:

Title: Food Service Director

Date:

Date: 6/10/2026 | 12:31 PM EDT

BUSINESS ASSOCIATE AGREEMENT Woodford County Board of Education

This Business Associate Agreement (Agreement) is entered into as of the date listed in the Service Contract by and between the Covered Entity listed in the Service Contract ("Covered Entity"), whose principal place of business is located at the address listed in the Service Contract and the Vendor listed in the Service Contract ("Business Associate"), whose principal place of business is located at the address listed in the Service Contract, in conformance with the Health Insurance Portability and Accountability Act of 1996 as amended by the HITECH Act (as defined below) and the related regulations promulgated by HHS (as defined below) (collectively, "HIPAA") and its implementing regulations ("HIPAA RULES").

RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity in Service Contract # 2600000101;

Whereas, the Covered Entity must disclose individually identifiable health information to the Business Associate in performing services for or on behalf of the Covered Entity;

Whereas, such information is Protected Health Information ("PHI") as defined under the HIPAA Rules;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements of the HIPAA Rules;

Therefore, the Parties agree as follows:

SECTION I – DEFINITIONS

Relevant terms in this Agreement shall have the same meaning as those terms in 45 CFR § 164.402; 45 CFR § 164.501; 45 CFR § 164.304; 45 CFR § 160.103, and the HIPAA Rules. The following terms, as defined in the HIPAA Rules, shall mean:

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use, or disclosure of PHI that compromises the security or privacy of the PHI, unless the Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based upon a risk assessment as required under 45 CFR § 164.402. Breach excludes:
 - a. Unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of a Covered Entity or Business Associate, if performed in good faith and within the scope of authority, and does not result in further unauthorized disclosures;
 - b. Inadvertent disclosure between a Covered Entity or Business Associate workforce member to another workforce member at the same Covered Entity or Business Associate who is authorized to access PHI and information received or disclosed is not further used or disclosed in a manner not permitted under 45 CFR § 164.500 Subpart E; and
 - c. A disclosure where the Covered Entity or Business Associate has a good faith belief that the unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.3 "Covered Entity" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 160.103.
- 1.4 "Data Aggregation" shall have the same meaning as under the HIPAA Rules, including but not limited to, 45 CFR § 164.501.
- 1.5 "Designated Record Set" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 164.501.
- 1.6 "Effective Date" shall be the Effective Date of this Agreement.

- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the same meaning as in 45 CFR § 160.103, limited to information of the Covered Entity that the Business Associate creates, receives, maintains, or transmits in electronic media on behalf of the Covered Entity under this Agreement.
- 1.8 "Health Care Operations" shall have the same meaning as under the HIPAA Rules, including, but not limited to, 45 CFR § 164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Parts 160 and 164, as amended.
- 1.10 "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009, Public Law 111-005.
- 1.11 "Individual" shall have the same meaning as in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative under 45 CFR § 164.502(g).
- 1.12 "Individually Identifiable Health Information" shall have the same meaning as under the HIPAA Rules, including, but not limited to 45 CFR § 160.103.
- 1.13 "Protected Health Information" or "PHI" shall have the same meaning as in the HIPAA Rules in 45 CFR § 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of the Covered Entity.
- 1.14 "Required by Law" shall have the same meaning as in 45 CFR § 164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services ("HHS") or his or her designee.
- 1.16 "Security Incident" shall have the same meaning as in 45 CFR § 164.304.
- 1.17 "Unsecured Protected Health Information" shall have the same meaning as in 45 CFR § 164.402 and shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

SECTION II – BUSINESS ASSOCIATE'S OBLIGATIONS AND ACTIVITIES

The Business Associate agrees to the following:

- 2.1 To fulfill its responsibilities under the contract setting out the scope of work for the Business Associate; To only use or further disclose PHI as permitted or required by this Agreement, by law, or for the proper management and administration of the Business Associate under Section III;
- 2.2 To use appropriate safeguards to comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law;
- 2.3 To mitigate, to the extent practicable, any harmful known effect of a use or disclosure of PHI by the Business Associate in violation of this Agreement or the HIPAA Rules;
- 2.4 To immediately report to the Covered Entity any PHI use or disclosure not permitted by this Agreement of which it becomes aware, and in no event later than five (5) calendar days after discovery, including breaches of unsecured PHI as required by 45 CFR § 164.410, and any Security Incident of which it becomes aware under 45 CFR § 164.314, except as provided by 45 CFR § 164.412. In addition, the Business Associate shall provide to the Covered Entity the following information, as known to the Business Associate at the time of the notification and shall supplement thereafter: (1) a brief description of the breach or incident, including the date of the breach and date of discovery of the breach, if known; (2) identification of each individual whose unsecured PHI has been affected by the breach; (3) a description of the type of unsecured PHI involved in the breach; (4) any steps the individuals should take to protect themselves from harm from the breach; (5) steps the Business Associate is taking to investigate the breach, mitigate harm, and protect against other breaches; and (6) and other information requested by the Covered Entity. The Business Associate, in consultation with the Covered Entity, shall be responsible for breach notifications to individuals affected by the unauthorized use or disclosure as required by 45 CFR § 164.404. The notifications shall be made no later than sixty (60) days following the discovery of the breach. A breach shall be treated as discovered as of the first day on which such breach is known to the Business Associate or, by exercising reasonable due diligence, would have been known by the Business Associate. The Business Associate

shall be solely responsible for all costs associated with the breach notifications. The Business Associate shall be responsible for any penalties, assessments, or fees assessed by the Office for Civil Rights/Department of HHS due to any breach caused by the Business Associate or based upon the failure of the Business Associate to comply with the HIPAA Rules. The Business Associate, in consultation with the Covered Entity, shall make all required notices to the media and the Secretary on behalf of the Covered Entity.

- 2.5 In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to provide access to PHI in a Designated Record Set, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to the Covered Entity, or as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR § 164.524;
- 2.7 To the extent that the Business Associate maintains a Designated Record Set for the Covered Entity, to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity;
- 2.8 To make internal practices, books, and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity or the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for the Secretary to determine the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document non-routine disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528, where applicable;
- 2.10 To provide the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Agreement to permit the Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 CFR § 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI on behalf of the Covered Entity, it will implement administrative, physical, and technical safeguards in accordance with 45 CFR § 164.308, 45 CFR § 164.310, and 45 CFR § 164.312 and policies and procedures in accordance with 45 CFR § 164.316 that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI, and it will ensure that any agents (including subcontractors) it provides such Electronic PHI agree to implement reasonable and appropriate security measures to protect the information;
- 2.12 To retain records related to the PHI in accordance with 45 CFR 164.316 and 45 CFR 164.530 for a period of six (6) years beyond the date of the termination of this Agreement. In the event of termination of this Agreement, the provisions of Section VI shall govern record retention, return, or destruction;
- 2.13 To appropriately safeguard all PHI provided by the Covered Entity under the service contract or agreement as required under the HIPAA Rules and this Agreement, and to ensure that any subcontractors provide satisfactory assurances as set out in 45 CFR § 164.502 (e)(1) and (2).
- 2.14 Not to make any fundraising communication on behalf of the Covered Entity or to the Covered Entity's participants and beneficiaries;
- 2.15 Not to receive any remuneration, either directly or indirectly, in exchange for PHI, except as may be permitted by 45 CFR §164.502(a)(5) and 45 CFR § 164.508(a)(4);
- 2.16 Not to make any marketing communication on behalf of Covered Entity or to Covered Entity's participants and beneficiaries, except as may be permitted by 45 CFR § 164.501; and
- 2.17 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

SECTION III – THE PARTIES AGREE TO THE FOLLOWING

PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE

- 3.1 Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.
- 3.2 Except as otherwise limited by this Agreement, the Business Associate may use or disclose PHI to perform functions, activities, or services for or on behalf of the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and
- 3.3 Except as otherwise limited by this Agreement, the Business Associate may:
 - a. Use PHI for the proper management and administration by the Business Associate or to carry out the legal responsibilities of the Business Associate; and
 - b. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that such disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

SECTION IV – NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices it produces in accordance with 45 CFR § 164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) refrain from requesting the Business Associate to use or disclose PHI in any impermissible manner under the HIPAA Rules if done by the Covered Entity.

SECTION V – BREACH NOTIFICATION REQUIREMENTS

- 5.1 The Business Associate shall notify each individual whose Unsecured PHI has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of any Breach by the Business Associate:
 - a. Except as provided in 45 CFR § 164.412, the Business Associate shall provide notice without unreasonable delay and in no case later than sixty (60) days after discovery of a Breach or from the time it should have reasonably been discovered;
 - b. The notice shall be in plain language, including, to the extent possible:
 - 1) A brief description of the breach or incident, including the date of the Breach and the date of the discovery of the Breach, if known;
 - 2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
 - 4) A brief description of what the Business Associate is doing to investigate the Breach, mitigate harm to individuals, and protect against any further Breaches; and
 - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, website, or postal address.
 - c. In a method that meets the requirements of 45 CFR § 164.404(d); and

- d. The Business Associate shall provide for substitute notice, as required by the HIPAA Rules, by providing a toll-free phone number that remains active for at least ninety (90) days where an individual can learn whether the individual's unsecured PHI may have been included in the Breach and a posting as required by 45 CFR § 164.404(d)(2). The Business Associate shall be responsible for the costs of the substitute notice and notifications.

SECTION VI – TERM AND TERMINATION

- 6.1 This Agreement shall be effective as of the date in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity. If it is infeasible to return or destroy the PHI, protections are to be extended to such information as required in this Section.

- 6.2 Upon a material breach by either party, the non-breaching party shall provide an opportunity to cure the breach. The non-breaching party may terminate this Agreement and the Service Contract if the breach is not cured within the specified time. Either Party may immediately terminate this Agreement if it determines that a cure is not feasible.

If the Business Associate fails to cure a breach for which a cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to, obtaining an injunction that will prevent any further improper use or disclosure of PHI. Should such action be taken, the Business Associate agrees to indemnify the Covered Entity for any costs, including court costs and attorneys' fees, associated with curing the breach.

- 6.3 Effect of Termination.

- a. Return or Destruction of PHI. Except as provided in Section 6.3(b), upon termination of this Agreement, the Business Associate shall return or, if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. Return or Destruction of PHI Infeasible. If the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall notify the Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that the return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 to prevent the use or disclosure of the PHI for as long as the Business Associate retains the PHI.

SECTION VII – GENERAL PROVISIONS

- 7.1 Compliance with Law. In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws.
- 7.2 Amendment. The Parties agree to amend this Agreement if necessary to comply with the HIPAA Rules and any other applicable law. This Agreement may not be modified, nor shall any provision be waived, except in a writing signed by the Parties. A waiver with respect to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to subsequent events.
- 7.3 Confidentiality Obligations. In performing under this Agreement, each Party may receive, be exposed to, or acquire "Confidential Information," including but not limited to, information, data, reports, summaries, tables and studies, whether written or oral, fixed in hard copy or contained in a computer data base or computer readable form, of the other Party. For purposes of this Agreement, "Confidential Information" shall not apply to PHI, the privacy and security of which is the subject of this Agreement. The Parties, including their employees, agents and representatives shall: (a) not disclose to any third-party "Confidential Information" of the other party except as permitted under this Agreement; (b) only permit the use of "Confidential Information" of employees, agents, or representatives having a need to know under this Agreement, and (c) advise each of its employees, agents, and representatives of their obligations to keep such "Confidential Information" confidential. This provision shall not apply to "Confidential Information": (i) after it becomes publicly available through no fault of either Party; (ii) which is later publicly released, in writing, by the party that owned the material; (iii) which is lawfully obtained by third parties without restriction; or (iv) which can be shown to be previously known or developed by either party independently of the other party.

- 7.4 No Third-Party Beneficiary. The Parties do not express or imply by any terms in this Agreement to confer any rights, remedies, or entitlements upon any third person not a party to this Agreement.
- 7.5 Indemnification by Business Associate. Business Associate agrees to indemnify, defend, and hold harmless the Covered Entity and its employees, directors, officers, subcontractors, agents or other members of its workforce, ("Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with Business Associate's actions arising out of this Agreement. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for all actual and direct losses, liabilities, fines, penalties, costs or expenses (including reasonable attorneys' fees) that may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding, or demand by any third party that results from Business Associate's breach of this Agreement. The obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.
- 7.6 Survival. The rights and obligations of the Business Associate under Section II and Section 6.3(b) of this Agreement shall survive the termination of this Agreement.
- 7.7 Interpretation. Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the HIPAA Rules.
- 7.8 Notices. Notices to be given to a Party shall be made in writing via certified U.S. Mail to such Party's address listed in the Service Contract. If an email address is provided below, notice may be submitted via email, if agreed upon between the Parties.
- 7.9 Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies shall be deemed to be originals.
- 7.10 Disputes. If any controversy, dispute, or claim arises between the Parties with respect to this Agreement, the Parties shall make good faith efforts to resolve such matters informally. Any dispute that cannot be mutually settled may be brought in the Franklin Circuit Court in accordance with KRS 45A.245.
- 7.11 Mutual Representations and Warranties. Each Party represents and warrants that it is duly organized, validly existing, and in good standing under the laws of the jurisdiction under which it is organized or licensed; it has the full power to enter into this Agreement and to perform its obligations; and that the performance of its obligations under this Agreement have been duly authorized and will not violate any provisions of any license, corporate charter, or bylaws.

Wherefore, the Parties acknowledge agreement with the above terms and execute this Agreement as of the Effective Date by their signatures below.

Covered Entity

Business Associate

By:

By

Name:

Name: Josh Rayburn

Title:

Title: Chief Information Officer

Date:

Date:



Woodford County, KY - 2106000 - July 2026 Renewal

Pricing Term Start Date: July 01, 2026 | **Pricing Term End Date:** June 30, 2027 | **Quote**
Create Date: June 10, 2026 | **Reference:** 20260610-131229680

Woodford County, KY - 2106000

330 Pisgah Pk
Versailles, KY 40383
United States

Joshua Rayburn

josh.rayburn@woodford.kyschools.us
859-879-4600

Comments

Julia Fleury - Customer Success Manager Parentsquare, Inc.

Products and Services

Item & Description	Billing Start	Term	Quantity	Unit Price	Total
	Date	(Months)			

Smart Sites (Multi-site) Annual	07/01/2026	12M	4007 Per Student	\$2.24	\$8,975.68 annually
Engage 2026 Annual Universal Reach • One-way notifications and urgent alerts • Automated notices and attendance notifications • Social and website sharing • Student communication app (StudentSquare) True Two-Way • Two-way SMS texting • Two-way app and web messaging • Two-way email replies • Automatic language translation Enhanced Engagement • Newsletter designer (Studio Editor) • Appointment invitations and RSVPs • Volunteering and signups • Searchable directory Admin Intelligence • Data analytics and reporting • 100% contactability tools • Direct SIS integrations • Custom roles and permissions Paperless Workflows • Online forms and surveys • Digital permission slips and signatures	07/01/2026	12M	4007 Per Student	\$4.75	\$19,033.25 annually

Totals

Unit of Measurement	Unit Total	Total
Per Student	\$6.99	\$28,008.93
		\$28,008.93

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Joshua Rayburn

josh.rayburn@woodford.kyschools.us

Verify to sign

Quote expires: September 8, 2026

Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here -
<https://www.parentsquare.com/terms>

Questions? Contact Me



Julia Fleury

julia.fleury@parentsquare.com