MOBILE SERVICES AGREEMENT

This Agreement is entered into as of the 12th day of October, 2026 ("Effective Date"), by and between SUN Behavioral Kentucky ("Provider") and Beechwood Board of Education ("School"). For purposes of this Agreement, Provider and School are each a "Party" and collectively they are the "Parties."

RECITALS:

WHEREAS, Provider owns and operates a psychiatric hospital, SUN Behavioral Kentucky, in Erlanger, Kentucky ("State");

WHEREAS, School is responsible for the operations of schools in Beechwood for students in the grades of kindergarten through twelfth grade, each of which is listed in Exhibit A (collectively referred to as "School");

WHEREAS, Provider has certified staff available to provide level of care assessments;

WHEREAS, School wishes to have Provider provide the Services listed on Exhibit B on an as-needed basis to School's and Provider desires to provide the same; and

WHEREAS, it is the intent of the Parties to reduce their understanding and contractual relationship in connection with the furnishing of these services in writing.

NOW THEREFORE, in consideration of the mutual covenants and agreements of the Parties set forth, the receipt and sufficiency of such consideration being hereby acknowledged, the School and Provider agree as follows:

I. SERVICES PROVIDED BY PROVIDER

A. Provider shall provide qualified individuals ("Clinicians") to perform the level-of-care assessment services described in Exhibit B, attached and incorporated into this Agreement ("Services"), for students enrolled in School. The Services are intended to evaluate a student's behavioral health needs and recommend an appropriate level of care; they do not replace the School's emergency-response, student-supervision, or medical-response responsibilities. Provider shall provide the Services upon the request of School counselors or administration and after receipt of any consent required under this Agreement. Provider shall document the Services rendered and maintain or disclose assessment information only as authorized by this Agreement and applicable law.

B. Clinicians shall be employees or independent contractors of Provider. Provider agrees that Clinicians providing Services hereunder have and shall maintain in good standing all professional licenses as appropriate for the provision of Services hereunder and agrees to comply with all laws, regulations, professional standards and The Joint Commission requirements applicable to Provider for the performance of Services hereunder.

C. If the Services are conducted by electronic means, the Provider will ensure all electronic devices and transmissions are HIPAA compliant and secure.

D. Clinicians shall respond to a School request for a level-of-care assessment in accordance with Provider's applicable policies and procedures and subject to Clinician availability. Following the assessment, the Clinician shall communicate the disposition recommendation to the parent(s)/guardian and, when authorized by a valid consent or otherwise permitted by law, to the requesting School counselor or administrator. If further treatment is recommended, the Clinician may assist the parent(s)/guardian in identifying available community resources. The School shall remain responsible for communicating with the student and parent(s)/guardian regarding School-based actions and supports.

E. Provider agrees that services will be provided hereunder in a non-discriminatory manner.

II. SCHOOL RESPONSIBILITIES

A. Before requesting Services, School shall obtain and document any consent and authorization required from the student's parent(s) or legal guardian for the assessment and for any disclosure of information to School. School shall provide the Clinician with copies of the applicable consent and authorization before the assessment begins, except when Services or disclosures may lawfully proceed without prior consent.

B. School personnel shall provide a private and reasonably secure location for the assessment; facilitate access to the student and authorized parent(s)/guardian, as appropriate; and remain available to support student supervision, safety, and emergency response. School personnel shall not remain in the assessment room unless requested by the Clinician, authorized by the parent(s)/guardian, or necessary for safety or as otherwise permitted by law.

D. School agrees that Provider may maintain separate copies of the level of care assessment on any School student, and Provider agrees to maintain such records in accordance with applicable state and federal laws and regulations.

E. If the Clinician recommends inpatient care and the parent(s)/guardian accepts the recommendation, School shall remain responsible for the students' supervision and for coordinating safe transportation in accordance with School policy and applicable law. The destination shall be selected by the parent(s)/guardian, subject to facility acceptance, available capacity, third-party payor requirements, and applicable law. Provider does not guarantee admission or acceptance by any recommended facility.

F. The Parties mutually understand that each is a mandated reporter under State law and the results of or information received during the level of care assessment may require the reporting of abuse, neglect, or threats of harm to State authorities.

III. TERM

A. Term; Renewal. The initial term of this Agreement shall be for a period of one (1) year, commencing on the Effective Date, unless sooner terminated as provided elsewhere in this Agreement. Thereafter, this Agreement shall automatically renew for additional one (1) year periods under the same terms and conditions, unless terminated as provided elsewhere in this Agreement.

B. Termination Without Cause. Notwithstanding the foregoing, either Party may terminate this Agreement at any time, with or without cause, for any reason or no reason, by giving the other Party at least thirty (30) days' prior written notice.

C. Termination with Cause. Either Party may terminate this Agreement upon breach by the other Party of any material provision of this Agreement, provided such breach continues for fifteen (15) days after receipt by the breaching Party of written notice of such breach from the non-breaching Party.

IV. RELATIONSHIP OF THE PARTIES

The relationship between the Provider and School shall be that of independent contractors and shall not be represented as being that of partners, joint ventures, co-ventures, or agent and principal. Further, the Parties expressly agree that School shall not withhold or in any way be responsible for the payment of any federal, state or local income or occupational taxes, FICA taxes, unemployment compensation or workers' compensation for any Clinicians provided by Provider under this Agreement.

V. HIPAA/BUSINESS ASSOCIATE AGREEMENT

Provider and School hereby acknowledge and agree to the terms of the Business Associate Agreement, which is attached hereto as Exhibit E and incorporated herein as if fully set forth.

VI. INSURANCE

A. School Insurance. School shall maintain through the terms of this appropriate comprehensive general liability and professional insurance. Further, the Parties acknowledge they will comply with the Family Educational Rights and Privacy Act ("FERPA") that protects the privacy of student's educational records.

B. Provider Insurance. Additionally, Provider shall obtain and maintain professional liability insurance with minimum amounts of One Million Dollars ($1,000,000) and Three Million Dollars ($3,000,000). The above coverage amounts shall be the actual indemnity coverage limit and shall not be reduced by any expenses or costs of litigation, including any attorney's fees.

VII. CONFIDENTIALITY OF INFORMATION

Provider and School agrees to keep confidential and not to disclose to others at any time, except as expressly required in writing by the other Party or by law, any secrets, proprietary or financial information, confidential technology, patient lists or trade secrets of the other Party, or any matter or information ascertained by a Party through this relationship, the use or disclosure of which might be construed to be contrary to the best interests of other Party, its shareholders, officers, directors, employees, affiliates, and other physicians (the "Confidential Information"). Provider and School further agrees that during the term of this Agreement and as of the date of termination of this Agreement, Provider and School will neither take nor retain, without the prior written consent of other Party, any papers, slides, data, records, patient lists, files, computer discs, research data, business plans and marketing studies or other demographic analysis, information regarding payor contracts entered or under consideration by either Party, or other documents or copies thereof or other Confidential

Information of any kind belonging to the other Party pertaining to its business, customers, students, patients, financial condition, or activities.

VIII. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATONS

The Parties to this Agreement intend to comply with and have therefore structured this Agreement so as to comply with all applicable state and federal laws and regulations, including, but not limited to (i) the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder; (ii) the Federal Fraud and Abuse Laws (42 U.S.C. § 1320a-7, 7a and 7b) and the Safe Harbor Regulations promulgated thereunder (42 C.F.R. Part 1001); (iii) the Stark Law (42 U.S.C. §1395nn); and (iv) state laws and regulations regarding anti-kickback, fraud and abuse and/or self-referral. It is not a purpose of this Agreement to induce the referral of students. The Parties acknowledge that there is no requirement nor payment under this Agreement or any agreement between the Parties that either Party refer, recommend or arrange for any items or services paid for by Medicare, Medicaid or any other federally funded health care program.

IX. INDEMNIFICATION

A. Indemnification by School. The School (an "Indemnitor") agrees to indemnify and hold harmless Provider, its Affiliates, and each of their shareholders, directors, officers, employees, and agents ("Provider Indemnified Party" or "Indemnified Party") from and against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable attorney's fees and expenses related to the defense of any claim), which arise due to the acts or omissions of School's employees or agents.

B. Indemnification by Provider. The Provider (an "Indemnitor") agrees to indemnify and hold harmless School, its Affiliates, and each of their shareholders, directors, officers, employees and agents ("School Indemnified Party" or "Indemnified Party") from and against any and all losses, claims, damages, actions, liabilities, costs and expenses (including reasonable attorney's fees and expenses related to the defense of any claim), which arise due to the acts or omissions of Provider's employees or agents.

C. Notice of Defense Claims. School and Provider agree to notify each other promptly of commencement of or indication that any claim may be asserted against any Indemnified Party or of any litigation or proceeding against it or any of its officers, directors, or trustees, as appropriate, of which if may be advised which could give rise to a claim by an Indemnified Party.

X. NOTICES

All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the other Party at the address; set forth or such address as the Party may designate in writing:

To Provider:
SUN Behavioral Kentucky

820 Dolwick Drive
Erlanger, KY 41018
Attn: CEO

To School:
(INSERT SCHOOL CONTACT INFORMATION)

Beechwood Independent Schools
54 Beechwood Road
Fort Mitchell, KY 41017

XI. GOVERNING LAW; VENUE; CONSENT TO JURISDICTION

This Agreement, and the rights, remedies, obligations, and duties of the Parties under this Agreement, shall be governed by, construed in accordance with and enforced under the laws of the State, without giving effect to the principles of conflict of laws of such state. Venue for such action shall be proper in the county in which the Provider is located. The Parties irrevocably (i) submit to the foregoing exclusive jurisdiction, (ii) agree that all claims in respect of such action or proceeding may be heard and determined in such courts, (iii) waive, to the fullest extent they may effectively do so, the defense of an inconvenient or inappropriate forum to the maintenance of such action or

XII. MISCELLANEOUS

A. Headings. Section headings are for convenience of reference only and shall not be used to construe the meaning of any provision of this Agreement.

B. Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior agreements and representations with respect to the subject matter hereof.

C. Representations and Warranties. Provider represents and warrants to the School that (i) it is not currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs, including but not limited to Medicare, Medicaid or TRICARE, as defined in 42 USC § 1320a-7b(f) (the "Federal health care programs"); (ii) is not convicted of a criminal offense related to the provision of health care items or services and has not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; and (iii) is not under investigation or otherwise aware of any circumstances which may result in the Party being excluded from participation in the Federal health care programs. This shall be an ongoing representation and warranty during the term of this Agreement and either Party shall immediately notify the other of any change in the status of the representation and warranty set forth in this Section. Any breach of this Section shall give the non-breaching party the right to terminate this Agreement immediately for cause.

D. Binding Effect; Assignment; Successors and Assigns. All of the terms and provisions of this Agreement shall be binding upon, and shall inure to, the benefit of the Parties hereto and their respective permitted transferees, successors and assigns. This Agreement may not be assigned by any

of the Parties hereto without the prior written consent of the others; provided, however, that either party may assign their rights and obligations under this Agreement to any subsidiary of the Party or any person or entity that controls, is controlled by or is in common control with the Party or to any person or entity that merges with or into the Party or that acquires all or substantially all of the assets of the Party.

E. Counterparts. This Agreement may be executed in exact counterparts and when so executed by the parties hereto shall be effective in accordance with the terms hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first stated above.

PROVIDER:	**SCHOOL:**
_____	_____
(SIGNATURE)	**(SIGNATURE)**
_____	_____
(DATE)	**(DATE)**
By: _____	***By:*** _____
Its: CEO	***Its:*** _____

EXHIBIT A

SCHOOL LIST

- **Beechwood Elementary**
- **Beechwood High School**
- **Guardian Angel School**

EXHIBIT B

DESCRIPTION OF POVIDER'S DUTIES AND RESPONSIBILITIES

A. Clinician, on behalf of Provider, shall perform a level-of-care assessment for a School student after receiving a request from an authorized School counselor or administrator and the consent required under this Agreement. The assessment may be conducted on School premises or through secure electronic means, as clinically and operationally appropriate.

   If a student presents an imminent risk of harm to self or others, a medical emergency, or another condition requiring immediate intervention, School shall activate its emergency-response procedures and contact 911 or other appropriate emergency services. School shall maintain supervision of the student until responsibility is transferred to the parent(s)/guardian, emergency medical personnel, law enforcement, or another legally authorized person. A request for Services shall not delay emergency intervention.

B. Provider will use best efforts to have a Clinician available during normal School hours and in accordance with the School calendar. There may be occasions when Clinician may not be available due to other commitments or factors. The Parties will work cooperatively to find other arrangements for Services.

C. Depending on the student's presenting needs and the Clinician's professional judgment, a level-of-care assessment may address some or all of the following, as clinically appropriate:

   (1) Student identification and chief complaint.
   (2) History of present behavioral condition.
   (3) Past behavioral illness and treatment.
   (4) Family behavioral illness.
   (5) Past medical history.
   (6) Current medications, adverse drug reactions, allergies.
   (7) Alcohol and drug history.
   (8) Mental status examination, including risk of harm to self or others.
   (9) Preliminary assessment, need for treatment.
   (10) Special conditions: i.e., student in a wheelchair; unable to feed self, etc.

D. The Clinician may provide the School with information from, or a copy of, the level-of-care assessment documents only when authorized by a valid consent or otherwise permitted by applicable law.

E. The Clinician shall provide a disposition recommendation for each student assessed. If inpatient treatment is recommended, the Clinician shall provide the parent(s)/guardian with information regarding appropriate facilities or providers, including the facilities or providers listed in Exhibit C as of the Effective Date, and shall review available options without directing or requiring selection of a particular provider. With assistance from School, the Clinician shall document the parent's or guardian's choice and complete the Statement of Student Choice Form attached as Exhibit D and incorporated herein by reference. School may coordinate transportation to the selected provider, subject to facility acceptance, available capacity, third-party payor requirements, and applicable laws, rules, and regulations.

EXHIBIT C

LIST OF FACILITIES/PROVIDERS

EXHIBIT D

STATEMENT OF CHOICE FORM

SCHOOL NAME: _____ **DATE/TIME**: _____

STUDENT NAME: _____ **ADDRESS**: _____

PHONE#: _____ _____

D.O.B.: _____

STATEMENT OF STUDENT CHOICE

It is my understanding that _____
(Print Clinician's Name)

has completed a level of care assessment on the behalf of my child/ward. I also understand, based on the information provided, that he/she recommends:

_____.
(*Print Level of Care*)

A list of treatment facilities/providers has been presented and discussed with me, and I am aware of various choices including, but not limited to, the following facilities/providers.

1. _____
2. _____
3. _____

Recommendation Accepted:

From the list of facilities/providers, I have chosen to obtain services on behalf of my child/ward at _____.

Student (Responsible Party's) Signature: _____ _____
(Date/Time)

Clinician Signature: _____

Recommendation Declined:

I, _____, understand the recommendation above for services and have been provided a list of facilities/providers to provide the recommended services. On behalf of my child/ward I am declining receiving services at this this time. By my signature below, I am verifying that my child/ward do not have any current thoughts, plans or intentions of harming themself or another person or killing themselves or another person. I agree that should my child/ward have any thoughts of harming themselves or others I will seek immediate help by calling 911 or going to the nearest emergency room.

I further understand that under certain circumstances educational personnel and mental health professionals are mandated to report abuse, neglect, or threats of harm to State authorities. Due to the information obtained during the level of care assessment, such a report may be required in this circumstance.

Student *(Responsible Party's)*
Signature: _____ Date: _____

EXHIBIT E

BUSINESS ASSOCIATE ADDENDUM

Concerning Privacy and Security of Patient-Identifying Information

THIS BUSINESS ASSOCIATE ADDENDUM (this "Addendum") is entered into effective as of _____ the "Effective Date"), by and between _____("Business Associate"), and **_____,** a Delaware limited liability company ("Covered Entity").

WHEREAS, Business Associate and Covered Entity are parties to that certain Services Agreement of even date herewith (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Business Associate may perform functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information received from, or created, received, maintained, or transmitted by, Business Associate on behalf of Covered Entity ("PHI").

NOW, THEREFORE, if Business Associate is functioning as a business associate to Covered Entity, Business Associate agrees to the following terms and conditions set forth in this Business Associate Addendum.

1. **Definitions**. For purposes of this Addendum, the terms used herein, unless otherwise defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations ("HIPAA"), or the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations ("HITECH").
2. **Compliance with Applicable Law**. The parties acknowledge and agree that, beginning with the relevant effective dates, Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH and other related laws, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.
3. **Permissible Uses and Disclosures of PHI**. Business Associate may use and disclose PHI to carry out its duties to Covered Entity pursuant to the terms of the Agreement. Business Associate may also use and disclose PHI (i) for its own proper management and administration, and (ii) to carry out its legal responsibilities. If Business Associate discloses Protected Health Information to a third party for either above reason, prior to making any such disclosure, Business Associate must obtain: (i) reasonable assurances from the receiving party that such PHI will be held confidentially and be further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (ii) an agreement from such receiving party to immediately notify Business Associate of any known breaches of the confidentiality of the PHI.
4. **Limitations on Uses and Disclosures of PHI**. Business Associate shall not, and shall ensure that its directors, officers, employees, and agents do not, use or disclose PHI in any manner that is not permitted or required by the Agreement, this Addendum, or required by law. Notwithstanding anything herein to the contrary, Business Associate shall not use or disclose PHI in any manner that would constitute a violation of HIPAA if done by Covered Entity. All uses and disclosures of, and requests by Business Associate, for PHI are subject to the minimum necessary standard of the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subparts A and E (the "Privacy Rule"), and shall be limited to the information contained in a limited data set, to the extent practical, unless additional information is needed to accomplish the intended purpose, or as otherwise permitted in accordance with Section 13405(b) of HITECH and any implementing regulations. To the extent Covered Entity notifies Business Associate of a restriction request granted by Covered Entity that would limit Business Associate's use or disclosure of PHI, Business Associate will comply with the restriction.
5. **Required Safeguards to Protect PHI**. Business Associate agrees that it will implement appropriate administrative, technical, and physical safeguards in accordance with the Privacy Rule to prevent the use

or disclosure of PHI other than pursuant to the terms and conditions of this Addendum. In addition, Business Associate agrees to comply with the applicable requirements of the Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 164, Subpart C (the "Security Rule"), with respect to electronic PHI. To the extent that, pursuant to the Agreement, Business Associate is to carry out an obligation of Covered Entity under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation.

6. **Reporting of Improper Use or Disclosure of PHI**. Business Associate shall immediately report to Covered Entity any use or disclosure of PHI not provided for in this Addendum by Business Associate, its officers, directors, employees, or agents, or by a third party to whom Business Associate disclosed PHI. **Such reporting shall occur within five (5) business days of the Business Associate becoming aware of the disclosure.**
7. **Reporting of Breaches of Unsecured PHI and Security Incidents**. Business Associate shall immediately report to Covered Entity a Breach of Unsecured PHI of which it becomes aware or discovers, in accordance with 45 C.F.R. §§ 164.400-414. Business Associate shall cooperate with Covered Entity's Breach investigation, notification, and mitigation activities. Business Associate shall immediately report to Covered Entity any Security Incident of which Business Associate becomes aware or discovers. **Such reporting shall occur within five (5) business days of the Business Associate becoming aware of the breach.**
8. **Mitigation of Harmful Effects**. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum, including, but not limited to, compliance with any state law or contractual data breach requirements.
9. **Agreements by Third Parties**. Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will create, receive, maintain, or transmit PHI. Pursuant to such agreement, and in accordance with 45 C.F.R. §§ 164.308(b)(2) and 164.502(e)(1)(i), the agent or subcontractor shall agree to be bound by the same restrictions, terms, and conditions that apply to Business Associate under this Addendum with respect to such PHI.
10. **Access to Information**. Within five (5) days of a request by Covered Entity for access to PHI about an individual contained in a Designated Record Set, Business Associate shall make available to Covered Entity such PHI in the form requested by Covered Entity for so long as such information is maintained by Business Associate in the Designated Record Set, as required by 45 C.F.R. § 164.524. If the requested PHI is maintained electronically, Business Associate shall provide a copy of the PHI in the electronic form and format requested by the individual, if it is readily producible, or, if not, in a readable electronic form and format as agreed to by Covered Entity and the individual. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall within two (2) days forward such request to Covered Entity. Any denials of access to the PHI requested shall be the responsibility of Covered Entity.
11. **Availability of PHI for Amendment**. Within five (5) days of receipt of a request from Covered Entity for the amendment of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as the PHI is maintained in the Designated Record Set), Business Associate shall provide such information to Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall within two (2) days forward such request to Covered Entity.
12. **Documentation of Disclosures**. Business Associate agrees to document disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528.
13. **Accounting of Disclosures**. Within five (5) days of notice by Covered Entity to Business Associate that it has received a request for an accounting of disclosures of PHI regarding an individual during the six (6) years prior to the date on which the accounting was requested, Business Associate shall make available to Covered Entity information to permit Covered Entity to respond to the request for an accounting of disclosures of PHI, as required by 45 C.F.R. § 164.528. In the event the request for an accounting is

delivered directly to Business Associate, Business Associate shall within two (2) days forward such request to Covered Entity.

14. **Judicial and Administrative Proceedings**. In the event Business Associate receives a subpoena, court or administrative order or other discovery request or mandate for release of PHI, Business Associate shall notify Covered Entity of the request as soon as reasonably practicable, but in any event within two (2) days of receipt of such request. Business Associate shall cooperate with Covered Entity regarding responses to any such requests to ensure that any such requests conform to the applicable requirements of the Privacy Rule, or, if necessary in the opinion of Covered Entity, to obtain a qualified protective order to limit or prevent the disclosure of the PHI in question.
15. **Availability of Books and Records**. Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with the Privacy Rule. If the Secretary requests such access, Business Associate shall promptly notify Covered Entity and provide Covered Entity with a copy of such request.
16. **Term**. The term of this Addendum shall be effective as of the effective date of the Agreement and shall expire upon the expiration or termination of the Agreement.
17. **Breach of Contract by Business Associate**. In addition to any other rights Covered Entity may have in the Agreement, this Addendum or by operation of law or in equity, Covered Entity may (i) immediately terminate the Agreement if Covered Entity determines that Business Associate has violated a material term of this Addendum, or (ii) at Covered Entity's option, permit Business Associate to cure or end any such violation within the time specified by Covered Entity. Covered Entity's option to have cured a breach of this Addendum shall not be construed as a waiver of any other rights Covered Entity has in the Agreement, this Addendum or by operation of law or in equity.
18. **Effect of Termination of Agreement**. **Except as is otherwise required by Federal regulation,** upon the termination of the Agreement or this Addendum for any reason, Business Associate shall return to Covered Entity or, at Covered Entity's direction, destroy all PHI received from Covered Entity that Business Associate maintains in any form, recorded on any medium, or stored in any storage system. This provision shall apply to PHI that is in the possession of Business Associate or agents of Business Associate. Business Associate shall retain no copies of the PHI. Business Associate shall remain bound by the provisions of this Addendum, even after termination of the Agreement or Addendum, until such time as all PHI has been returned or destroyed as provided in this Section.
19. **Owner of PHI**. Under no circumstances shall Business Associate be deemed in any respect to be the owner of any PHI used or disclosed by or to Business Associate by Covered Entity.
20. **Third Party Rights**. The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.
21. **Independent Contractor Status**. For the purposes of this Addendum, Business Associate is an independent contractor of Covered Entity and shall not be considered an agent of Covered Entity.
22. **Changes in the Law**. The parties shall amend this Addendum to conform to any new or revised laws, rules, and regulations to which Covered Entity and/or Business Associate is subject now or in the future including, without limitation, HIPAA and HITECH.
23. **Conflicts**. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

Signature Page to Follow

IN WITNESS WHEREOF, the parties have executed this Business Associate Addendum effective as of the Effective Date.

_____	_____
("Provider")	**("School")**
By: _____	By: _____
Signature	Signature
Name: _____	Name: _____
Please print or type	Please print or type
Title: _____	Title: _____
Date: _____	Date: _____
Address for notices to be sent:	Address for notices to be sent:
_____	_____
_____	_____
_____	_____