

CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT (hereinafter "**Agreement**") is made and entered into as of October 1, 2025 ("**Effective Date**") by and between Monroe County, Illinois, a political subdivision of the State of Illinois ("**Licensee**"), as licensed operator, and **ACCOLADE HEALTHCARE OF WATERLOO LLC and WATERLOO SLP, LLC**, each an Illinois limited liability company ("**Consultant**").

RECITALS

WHEREAS, Licensee operates a skilled nursing, assisted living, and supportive living facility, located at 623 Hamacher Street, Waterloo, Illinois 62298 ("**Facility**") which is certified for participation in the Medicaid and/or Medicare reimbursement programs ("**Certifications**").

WHEREAS, Consultant has entered a lease with Licensee (the "**Lease**") and operations transfer agreement in connection with Consultant's application to become the licensed operator of the Facility (the "**OTA**").

WHEREAS, Consultant is engaged in the business of providing consulting and administrative services to skilled nursing, assisted living, and/or supportive living facilities such as Facility;

WHEREAS, Consultant has agreed to provide Services (as hereinafter defined) to Licensee upon the terms and subject to the conditions hereinafter set forth; and

WHEREAS, Licensee and Consultant have agreed to enter into this Agreement and Licensee hereby retains Consultant on and subject to the terms, conditions and provisions set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the mutual covenants, agreements and promises, which the parties set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Term**. The term of this Agreement ("**Term**") shall commence on the Effective Date and unless sooner terminated in accordance with the provisions of this agreement shall continue until (i) the commencement date of the Lease and closing of the OTA, or (ii) termination of the OTA (e.g., if the board shall deny Consultant's application to take over operations or Consultant's application for licensure is not approved, etc.).
2. **Licenses and Operations**.
 - (a) Licensee is, and at all times during the Term hereof shall remain, the licensed operator of the Facility, and Consultant is only a service provider and is not responsible for the operations of the Facility, including, without limitation: (a) the management and supervision of the Facility's employees and staff, (b) the

delivery and provision of patient care, (c) the adoption or implementation of the Facility's policies and procedures, (d) the setting or implementation of staffing patterns, (e) the delivery of clinical training, education, care, supervision and/or direction, (f) determining the Facility's budget, (g) the setting or implementation of any functions relating to the operation of the Facility, including but not limited to nursing, dietary, activities and housekeeping and/or (h) the maintenance of the physical plant, equipment, capital assets and/or grounds located at the Facility; all of which shall remain the sole and exclusive responsibility and liability of Licensee at all times.

- (b) Licensee shall hold and obtain all licenses and Certifications ("**Permits**") necessary for operation of the Facility. Such Permits shall be in the name of the Licensee and maintained at Licensee's expense.
- (c) Licensee shall at all times continue to exercise direct control over the assets and operations of the Facility. By entering into this Agreement, Licensee does not delegate to Consultant any of the powers, duties and responsibilities vested in the Licensee by law, or by Licensee's governing documents.
- (d) The Facility Administrator and the Facility's governing body shall have full and final decision making authority for Facility.

3. **Consultant's Duties.** Consultant shall perform the following services (collectively, "Services"):

Business Consulting Services:

- (a) Provide business consulting services to Licensee on an as-needed basis;
- (b) Provide human resource consulting services to Licensee on an as-needed basis;
- (c) Provide professional continuing education services to Facility administrative staff as requested by Licensee;
- (d) Provide risk management consulting services to Licensee on an as-needed basis;
- (e) Provide consultation services for executive staff employment as requested by Licensee;
- (f) Provide customer service consulting service to Licensee on an as-needed basis;
- (g) Assist Licensee with the ongoing maintenance, development and improvement of the IT (Information Technology) system;
- (h) Consult with and advise Licensee regarding its strategic and operational marketing plans and practices;

- (i) Advise on the establishment and implementation of general guidelines and policies with regard to patient care and assistance;
 - (j) Advise on the establishment of programs and operating procedures for compliance with the standards, policies, rules and/or regulations of the various regulatory agencies having jurisdiction over the Facility;
 - (k) Advise on the establishment and implementation of practices for the hiring, orientation, training, supervision, promotion, compensation, discipline and termination of Licensee's direct care and clinical management staff;
 - (l) Advise on the establishment and implementation of policies and practices for the roles of Facility medical directors, attending/consulting physicians and physician's assistants;
 - (m) Advise on the establishment of standards and the implementation of quality of care guidelines with respect to the rendering of direct care services to residents of the Facility;
 - (n) Advise on the coordination, monitoring, interventions, and reporting related to Facility Quality Improvement Initiatives for direct care areas;
 - (o) Advise on the development and implementation of Facility admission policies to include restrictions, limitations and service materials; and
 - (p) Advise on other matters related to Licensee's operation of the facility as mutually agreed upon by Licensee and Consultant.
4. **Independent Contractor.** Notwithstanding anything to the contrary contained in this Agreement, the parties hereto mutually acknowledge and agree that Consultant is an independent contractor and not an employee of Licensee. Consultant shall not have any management or supervisory authority over Licensee and/or Facility employee and nothing in this Agreement shall be construed to create any such authority.
5. **Cooperation.** Licensee agrees that it will cooperate with Consultant in connection with Consultant's performance of its duties and obligations, hereunder.
6. **Compensation and Expenses.**
- (a) The Licensee agrees to pay to Consultant as compensation for services rendered by it under this Agreement a consultant fee ("**Fee**") in the amount of \$240,000. The Fee shall be paid as an offset and credit against the Security Deposit (as defined in the Lease) due to Licensee following the commencement of the Lease, and credited to Consultant at the closing of the Purchase Option (as defined in the Lease) in favor of Consultant (or its affiliate).

7. **Indemnification of Consultant.** Licensee acknowledges that in order to perform its duties hereunder, Consultant may be required to take some actions under Licensee's direction utilizing Licensee's employees, equipment and facilities. Licensee shall indemnify, defend and hold Consultant forever harmless from and against all claims, demands, actions, suits, liabilities, damages, costs, expenses and fees (collectively, "**Losses**") which may be suffered by Consultant as a result of the operations by Licensee of the Facility. The foregoing indemnity shall not apply to Losses from Licensee's operations of the Facility that are directly caused by Consultant acting outside the scope of its responsibilities and authority under this Agreement. Each party shall use best efforts to make it clear to their respective agents and employees that the Consultant is only a consultant and that Consultant has no responsibility or authority with respect to the operations of the Facility.
8. **Insurance.** Licensee shall procure, purchase and maintain at Licensee's expense, general and professional liability insurance. The amount of Licensee's insurance coverage shall be determined by Licensee. Licensee shall name Consultant as an additional insured on said insurance policy for the purpose of providing coverage for the services outlined herein. Licensee shall make certificates of coverage available to Consultant within five business days after written request.
9. **Intentionally Omitted.**
10. **Non-Exclusive Agreement.** Notwithstanding anything to the contrary contained elsewhere herein, Licensee agrees that this is not Consultant's sole or exclusive service agreement and that Consultant, and its shareholders, directors, officers, managers, members, employees, agents, affiliates, successors and assigns, are currently providing and shall at any and all times have the right to provide services to other facilities (wherever located) even though such other facilities may be in direct competition with the Facility
11. **Non-Disclosure Agreement.**
 - (a) Consultant acknowledges that, as a result of Consultant's performance under this Agreement, Consultant will learn confidential information relating to the operation of the Licensee including, without limitation, patient and resident lists, supply lists, medical records, advertising, marketing and other promotional materials, pricing data, personnel data and other information of like nature which constitutes trade secrets of the Licensee (collectively, "**Confidential Information**"). Consultant shall not disclose any Confidential Information to any person or entity not authorized by the Licensee to receive or be privy to the same, and upon the earlier of the termination or the expiration of this Agreement, the Consultant shall return to the Licensee any and all documents constituting or containing Confidential Information, and destroy and copies thereof, except to the extent that Consultant needs copies of such documents for purposes of complying with this Section.

- (b) Consultant acknowledges that it will have access to Protected Health Information ("PHI") as a Business Associate of Licensee as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 C.F.R. §§160-164) ("HIPAA"), and is hereby bound by the HIPAA Business Associate Addendum attached hereto as Exhibit A and incorporated herein as a substantive part of this Agreement.

12. Access to Records.

- (a) Consultant agrees that until the expiration of four (4) years after the furnishing of services pursuant to this Agreement, Consultant shall upon written request of the Secretary of the Department of Health and Human Services ("Secretary"), the Comptroller General, or any of their duly authorized representatives, make available to the Secretary, the Comptroller General, or any of their duly authorized representatives, this Agreement, books, documents and records of Consultant that are necessary to certify the nature and extent of costs incurred in carrying out this Agreement. Consultant and/or Licensee shall notify the other party hereto within ten (10) days of its receipt of a request for access to a copy of this Agreement and/or their respective books, documents and records.
- (b) If Consultant carries out any of the duties of the Agreement through a subcontract, the service component of which has a value or cost of Ten Thousand Dollars (\$10,000.00) or more over a twelve (12) month period, then Consultant shall enter into a written agreement with each subcontractor which requires said subcontractor to provide the Department of Health and Human Services with the access and information required of Consultant pursuant to this Section 12.

13. Defaults.

- (a) Default by Consultant. If any of one the following events shall occur:
 - i. if Consultant shall become insolvent or fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Consultant, and such default shall continue for a period of thirty (30) days after written notice thereof by Licensee to Consultant (unless such failure requires acts to be performed or conditions to be removed which cannot by their nature reasonably be performed or removed, as the case may be, within such thirty (30) day period, in which event no default shall be deemed to exist so long as Consultant shall have commenced curing the same within such thirty (30) day period and shall diligently prosecute the same to completion); or
 - ii. if Consultant shall become insolvent or apply for or consent to the appointment of a receiver, trustee or liquidator of Consultant or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they come due, make a general assignment for the benefit of creditors, file a petition or an answer

seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against Consultant in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Consultant a bankrupt or insolvent or approving a petition seeking reorganization of Consultant or appointing a receiver, trustee or liquidator of Consultant or of all or a substantial part of its assets, and such order, judgment or decree shall continue unstayed and in effect for any period of ten (10) consecutive days;

then Licensee shall have the right to terminate this Agreement upon five (5) days written notice to Consultant given at any time after the period of grace applicable thereto, and thereupon this Agreement shall terminate upon the expiration of such five (5) day period.

(b) Defaults of Licensee. If any one of the following events shall occur:

- i. if Licensee shall fail to keep, observe or perform any material covenant, agreement, term or provision of this Agreement to be kept, observed or performed by Licensee, and such default shall continue for a period of ten (10) days after written notice thereof by Consultant to Licensee (unless such failure requires acts to be performed or conditions to be removed which cannot by their nature reasonably be performed or removed, as the case may be, within such ten (10) day period, in which event no default shall be deemed to exist so long as Licensee shall have commenced curing the same within such ten (10) day period and shall diligently prosecute the same to completion);
- ii. if any required Permits are at any time suspended, terminated or revoked and such suspension, termination or revocation shall continue unstayed and in effect; or
- iii. if Licensee shall become insolvent or apply for or consent to the appointment of a receiver, trustee or liquidator of Licensee or all of or a substantial part of its assets, file a voluntary petition in bankruptcy or admit in writing its inability to pay its debts as they come due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization or arrangement with creditors or take advantage of any insolvency law, or file an answer admitting the material allegations of a petition filed against Licensee in any bankruptcy, reorganization or insolvency proceeding, or if an order, judgment or decree shall be entered by any court of competent jurisdiction, on the application of a creditor, adjudicating Licensee a bankrupt or insolvent or approving a petition seeking reorganization of Licensee or appointing a receiver, trustee or liquidator of Licensee or of all or a substantial part of the assets of Licensee, and such order, judgment or decree shall continue unstayed end in effect for any period of ten (10) consecutive days;

then Consultant shall have the right to terminate this Agreement upon five (5) days written notice to Licensee given at any time after the period of grace applicable thereof, and thereupon this Agreement shall terminate upon the expiration of such five (5) day period.

(c) Effect of Termination. The termination of this Agreement under the provisions of this Section 13 shall not affect the rights of the terminating party with respect to any damages it has suffered as a result of any breach of the Agreement, nor shall it affect the rights of either party with respect to liability or claims accrued, or arising out of events occurring, prior to the date of termination.

(d) Remedies Cumulative. Neither the right of termination nor the right to sue for damages nor any other right or remedy available to either party hereunder shall be exclusive of any other right or remedy given hereunder or now or hereafter existing at law or in equity.

14. Assignment. Neither party may assign this Agreement without the prior written consent of the other party. Any assignment by either party of this Agreement in violation of this Section 14 shall be null and void. In addition to any other remedies available to the parties the provisions of this Section 14 shall be enforceable by injunctive proceeding or by a suit for specific performance.

15. Excluded Entities. Neither Consultant nor Licensee shall employ or contract with an individual or entity that is excluded from participation in any federal, state or other governmental health care program, including but not limited to the Medicaid and/or Medicare programs. Licensee represents and warrants to Consultant that Licensee, its employees and service providers are not excluded from any participation in such governmental health care programs, and that there are no pending or threatened governmental investigations that may lead to such exclusion. Consultant represents and warrants to Licensee that Consultant, its employees and service providers are not excluded from any participation in such governmental health care programs, and that there are no pending or threatened governmental investigations that may lead to such exclusion. Parties shall notify the other of any such exclusion or investigation within seven (7) business days of first learning of it. Either party shall have the right to immediately terminate this Agreement upon learning of such exclusion or investigation.

16. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be given by (i) established express delivery service which maintains delivery records, (ii) hand delivery, (iii) certified or registered mail, postage prepaid, return receipt requested, or (iv) sent by facsimile telecommunication (with a hard copy to follow by overnight express delivery service). Such notice or other communication shall be deemed given (a) upon receipt or upon refusal to accept delivery if delivered by personal delivery or by facsimile telecommunication, (b) one (1) business day after tendering to an overnight express service, and (c) two (2) business days after mailing if by registered or certified mail, as follows:
To Licensee:

100 S Main St.
Waterloo, IL 62298

Attn: Monroe County State's Attorney

With a copy to:

Blitz Bardgett & Deutsch, LC
120 South Central Avenue
Suite 1500
St. Louis, Missouri 63105
Attn: Heidi L. Eckert
Email: heckert@bbdlc.com
9433 Olive Blvd., #100
St. Louis, MO 63132

To Consultant:

or to such other address(es) and to the attention of such other person(s) or officer(s) as either party may hereafter designate in writing by notice duly given.

17. **Interpretation.** The parties to this Agreement have each negotiated the terms and conditions hereof and reviewed this Agreement carefully. It is the intent of both parties hereto that each word, phrase, sentence and other part hereof shall be given its plain meaning, and that rules of interpretation or construction of contracts that would construe any ambiguity of any part hereof against the draftsman, by virtue of being the draftsman, will not apply.
18. **Headings.** The Article and Section headings contained herein are for convenience of reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
19. **Incorporation of Exhibits, Schedules and Attachments.** All exhibits, schedules and/or attachments to this Agreement are hereby incorporated by this reference and made a part hereof as if fully set forth in their entirety in this Agreement.
20. **Entire Agreement.** This Agreement contains the entire agreement of whatever nature or kind existing between the parties with respect to Consultant's provision of Services to Licensee.
21. **Severability.** In the event any provision of this Agreement will be held to be invalid, illegal or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof, and such invalid, illegal or unenforceable provision will be deemed enforceable to the fullest extent permitted by law.
22. **Modification.** This Agreement may not be changed or modified except by written agreement signed by the party sought to be charged therewith, or by its duly authorized agent.
23. **No Partnership or Joint Venture.** Notwithstanding anything to the contrary contained herein, nothing in this Agreement is intended to, nor shall it constitute and/or be deemed, interpreted and/or construed to be or create for any reason whatsoever a partnership and/or joint venture by and/or between the parties hereto.


24. **Third Party Beneficiaries.** Except only as otherwise specifically, expressly provided with particularity herein, none of the obligations hereunder of either party shall run to and/or be enforceable by any party other than the other party to this Agreement.
25. **No Assumption of Liabilities.** Consultant will not, by entering into and performing this Agreement, become liable for any of the existing or future obligations, liabilities, or debts of Licensee.
26. **Counterpart Execution; Electronic or Facsimile Execution.** This Agreement may be executed in any number of counterparts with the same effect as if the parties hereto had signed the same document. All counterparts will be construed together and will constitute one agreement. Signatures transmitted by facsimile or electronic mail will have the same effect as original signatures.
27. **Subcontracting.** Subject to Licensee's approval, Consultant may subcontract to other persons and/or entities such aspects and portions of its responsibilities and duties, as it deems appropriate, subject to the requirements of Section 12(b). Consultant shall devote such time in providing the Services as Consultant reasonably determines is necessary and appropriate. Consultant shall at all times comply with any and all rules and laws governing the Licensee and Facility including but not limited to the prohibition on paying or receiving any remuneration relating to the provision of services to any person for whom reimbursement will be paid by any government agency. Additionally, Consultant shall at all times be familiar with and comply with Licensee's compliance plan.
28. **Control Over Facility.** The parties acknowledge and agree that nothing contained herein grants Consultant any power, right and/or authority to supervise, direct and/or control the Licensee's operation of the Facility in any manner whatsoever. Licensee and Licensee's employees are free to accept and/or reject any recommendations made by Consultant.
29. **Governing Law.** This agreement will be governed for all purposes by the laws of the State of Illinois.

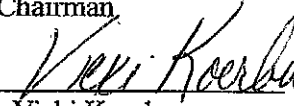
Signatures on Following Page


IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

LICENSEE:

By: MONROE COUNTY BOARD OF COMMISSIONERS

By: 
Name: George E. Green
Title: Chairman

By: 
Name: Vicki Koerber
Title: Vice Chairman

By: 
Name: Douglas Garmer
Title: Commissioner

CONSULTANT:

ACCOLADE HEALTHCARE OF WATERLOO LLC

By: 
Name: Mark Friedman
Title: Manager

WATERLOO SLP, LLC

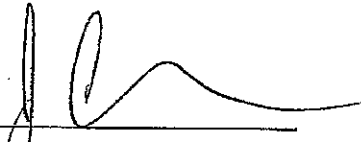
By: 
Name:
Title: Manager

EXHIBIT A

HIPAA Business Associate Addendum

This Business Associate Agreement (the "Agreement") is made and entered into as of the Effective Date of the CONSULTING AGREEMENT ("Consulting Agreement") to which this Agreement is attached by and between Licensee ("Covered Entity") and Consultant ("Business Associate"), and is attached to and made part of the Consulting Agreement. Covered Entity and Business Associate are sometimes referred to individually as a "Party" and collectively as the "Parties." Capitalized terms not defined in this Agreement shall have the meanings set forth in the Consulting Agreement.

RECITALS

- A. The Parties acknowledge that they are required to comply with the Health Insurance Portability and Accountability Act of 1996 and its accompanying regulations as amended from time to time, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule"), as well as Subtitle D of the Health Information Technology for Economic and Clinical Health Act of 2009 ("HITECH") of the American Recovery and Reinvestment Act and its accompanying regulations, as amended from time to time (collectively, "HIPAA").
- B. Covered Entity is a "covered entity," as defined in HIPAA.
- C. Business Associate is a "business associate" as defined by HIPAA.
- D. Business Associate provides management services to Covered Entity (collectively, the "Services") in accordance with the Consulting Agreement to which this Agreement is attached. In accordance with the terms of the Consulting Agreement, Business Associate may use, disclose, create, receive, maintain, or transmit, as applicable, on behalf of Covered Entity, protected health information ("PHI") for purposes of providing the Services.
- E. The Parties desire to conduct their business relationship in a manner consistent with HIPAA.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree to incorporate the forgoing recitals as rewritten above and further agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, terms shall have the meanings established under HIPAA, including but not limited to 45 CFR §§ 160.103, 164.103, 164.304 and 164.501.
2. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use, access, transmit, maintain, create, request or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered

Entity as specified by the Consulting Agreement and in a manner that does not violate HIPAA or other applicable law, including state privacy and security laws.

3. Business Associate Obligations.

- a. **Use or Disclosure of Information.** Business Associate shall not use or disclose *PHI other than as permitted or required to perform the services described in the Consulting Agreement* or as required by law.
- b. **Safeguards.** Business Associate shall employ administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI, including, without limitation, appropriate training and discipline of Business Associate's work force and restrictions on access to PHI.
- c. **Agents and Subcontractors.** Business Associate shall ensure that any agents and subcontractors, including business associates to whom PHI is made available pursuant to this Agreement agree in a binding contract to the same restrictions, conditions and obligations that apply through this Agreement to Business Associate with respect to such information. Business Associate further agrees to ensure that any agent, subcontractor or business associate to whom it provides electronic protected health information ("ePHI") or creates, receives, maintains, or transmits ePHI agrees to implement reasonable and appropriate safeguards to protect ePHI and provides training. Business Associate agrees to enter into business associate agreements with its business associates that meet the requirements of HIPAA and the provisions of this Agreement, including but not limited to notification requirements under Section 3d (entitled "Reporting").
- d. **Reporting.** Business Associate shall report to Covered Entity promptly, but no later than ten (10) business days following the occurrence of any security incident, privacy violations or breach as defined by HIPAA or state law, or access, use or disclosure of PHI not provided for by this Agreement or the Consulting Agreement of which Business Associate becomes aware (collectively a "HIPAA Incident"). At the sole expense of Business Associate, Business Associate shall comply with all applicable federal and state breach notification requirements and shall bear all related costs associated with any HIPAA Incident, including but not limited to bearing costs to provide the requisite notifications, mitigation efforts and, if applicable, credit reporting protection or other consumer/patient protections as may be deemed necessary by Covered Entity. Such report by Business Associate to Covered Entity shall be in writing and include at least the following information:
 - i. The identity of all the affected individual(s);
 - ii. PHI or ePHI that is known to be the subject of the HIPAA Incident, including not limited to a description of what information was disclosed, accessed, used, modified or destroyed;
 - iii. The date and time of the HIPAA Incident and when it was discovered by

Business Associate and others;

- iv. How the information was breached, transmitted or inappropriately accessed, used or disclosed, including facts detailing the HIPAA Incident and parties involved;
- v. The persons who are known to have information about HIPAA Incident;
- vi. What is being done to and mitigate harm to the affected individual and protect against any further security incidents, privacy violations and breaches; and
- vii. Any other known facts and circumstances related to the HIPAA Incident.

Business Associate shall further provide evidence of such required notification compliance upon written request of Covered Entity and shall cooperate with any investigation, requests for follow up information and reporting obligation related to a HIPAA Incident.

- e. **Access.** Business Associate shall cooperate with Covered Entity and act in a manner that permits Covered Entity to permit individuals (or personal representatives, as applicable) access to PHI in accordance with HIPAA, specifically 45 CFR §164.524. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall provide access to PHI to Covered Entity or, if directed by Covered Entity, to an individual (or personal representative, if applicable) in order to comply with the individual's right to access PHI.
- f. **Amendment.** Business Associate shall cooperate with Covered Entity and act in a manner that permits Covered Entity to make amendments to PHI in accordance with HIPAA, specifically 45 CFR §164.526. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall amend PHI consistent with the written request from Covered Entity.
- g. **Accounting of Disclosures.** Business Associate shall act in a manner that permits Covered Entity to provide an accounting of disclosures to individuals (or personal representatives, as applicable) accordance with HIPAA, specifically 42 CFR §164.528. Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required by or for Covered Entity to respond to a request by an individual (or personal representative, as applicable) for an accounting of disclosures. Business Associate agrees to provide to Covered Entity or an individual, in time and manner as agreed to by the Parties, but no later than ten (10) business days, information collected in accordance with this Agreement to permit Covered Entity to respond to a request by an individual for an accounting of disclosures. If an individual makes a request for an accounting of disclosures directly to Business Associate, Business Associate shall provide notice to Covered Entity within five (5) business days to allow for Covered Entity

to determine compliance with this Section 3g.

- h. **Mitigation.** Business Associate shall promptly mitigate any harmful effect resulting from use or disclosure of PHI by Business Associate, or its agents, subcontractors or business associates, in violation of the requirements of this Agreement, and immediately notify Covered Entity in writing of such mitigation efforts.
- i. **Cure of Noncompliance.** If Covered Entity notifies Business Associate that a pattern of activity or practice of Business Associate constitutes a material breach or violation of this Agreement or HIPAA, Business Associate shall immediately take reasonable steps to cure the breach or end the violation.
- j. **Minimum Necessary.** Covered Entity will provide, and Business Associate will request, no more than the minimum necessary amount of PHI required for the performance of Business Associate's services under the Consulting Agreement.
- k. **Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual unless Covered Entity has provided Business Associate with a valid authorization under HIPAA from each individual whose information is the subject of the remuneration transaction or unless Covered Entity has approved such remuneration transaction in writing consistent with HIPAA.
- l. **Training.** Business Associate shall provide reasonable education and training on all aspects of HIPAA to all agents, subcontractors and member of its workforce.
- m. **Cooperation with Investigations.** Business Associate shall make all internal practices, books, records, and agreements with subcontractors, business associates and agents relating to the use and disclosure of received or maintained pursuant to this Agreement or services provided under the Consulting Agreement available to Covered Entity and/or the United States Secretary of Health and Human Services ("Secretary") for purposes of determining Covered Entity's and/or Business Associate's compliance with HIPAA. Business Associate shall designate an individual or individuals with authority in the area of HIPAA compliance to assist with the investigations and reporting obligations under this Agreement.
- n. **Government Subpoenas.** Business Associate shall notify Covered Entity immediately but not later than five (5) business days of Business Associate's receipt of any government request or subpoena for PHI with purpose of providing Covered Entity enough time to dispute or challenge the request or subpoena authority for such records or other information. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, Business Associate agrees to cooperate fully with Covered Entity in such challenge.

- o. **Books and Records.** Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining compliance with HIPAA.
- p. **Privacy Rule.** To the extent that Business Associate is to carry out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.
- q. **Indemnification.** Business Associate agrees to indemnify and hold Covered Entity, and all employees, officers, directors, representatives and agents of Covered Entity, harmless from and against any and all liability and costs, including reasonable attorneys' fees, arising from a violation of HIPAA or a material breach of this Agreement by Business Associate or its agents, subcontractors, workforce members, business associates, directors and officers. This Section 3o shall survive expiration or termination of this Agreement.

4. **Term and Termination.**

- a. **Term.** This Agreement shall be on the Effective Date and shall continue in full force and effect until the effective date of the termination, cancellation, expiration or other conclusion of the Consulting Agreement or termination of this Agreement under this Section 4.
- b. **Termination.** Covered Entity may immediately terminate this Agreement as follows:
 - i. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide Business Associate with written notice of the breach, after which time Business Associate shall have a period of thirty (30) days to cure the breach or end the violation. Thereafter, Covered Entity may terminate the Consulting Agreement if Business Associate does not cure the breach or end the violation within such thirty (30) day period.
 - ii. In the event that Business Associate becomes aware of a pattern of activity or a practice of Covered Entity that constitutes a material breach of the obligations of Covered Entity under this Agreement, Business Associate will provide Covered Entity with the opportunity to cure any such breach of this Agreement within thirty (30) days of written notice from Business Associate detailing such pattern.
- c. **Effect of Termination.** Upon expiration or termination of this Agreement, Business Associate shall promptly return to Covered Entity or destroy all PHI received from, or created or received on behalf of, Covered Entity (including all copies) in the possession or control of Business Associate and its subcontractors,

agents and business associates. Destruction of PHI shall be by HIPAA compliant means approved by Covered Entity and Business Associate sending written certification of destruction to Covered Entity within ten (10) days of such destruction. If return or destruction of PHI is not feasible, as reasonably determined by Business Associate, Business Associate shall provide Covered Entity with written notice in which Business Associate describes why return or destruction is not feasible, and Business Associate shall thereafter extend the protections of this Agreement to the PHI and limit further uses and disclosures to those purposes that make return or destruction infeasible.

5. Miscellaneous.

- a. **Regulatory References.** A reference in this Agreement to a section in HIPAA, including but not limited to the Privacy Rule and Security Rule, means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** All other amendments must be in writing and signed by both Parties.
- c. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.
- d. **No Third Party Rights.** Nothing in this Agreement is intended or shall be construed to confer any rights or entitlements to remedy on any person or entity other than Covered Entity and Business Associate.
- e. **Notices.** Any notice required to be given under this Agreement shall be conclusively presumed to have been adequately given if delivered by hand or sent by first-class, certified mail, return receipt requested, postage prepaid, to the addresses of the parties specified in the Consulting Agreement or by email to the email addresses of the parties specified in the Consulting Agreement.
- f. **Severability.** In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement shall remain valid and enforceable according to its term.