

PHYSICIAN SERVICES AGREEMENT

This **PHYSICIAN SERVICES AGREEMENT** (“Agreement”), is entered into on 6/28/2021, by and between **OSS ORTHOPAEDIC HOSPITAL, LLC dba OSS HEALTH**, (“Provider”), and **SPRING GROVE AREA SCHOOL DISTRICT** (the “District”), who, for the purposes of this Agreement, may be referred to individually as Party (“Party”) or collectively, the Parties (the “Parties”).

WHEREAS, Provider maintains and operates an orthopedic practice in Pennsylvania; and

WHEREAS, District desires to engage Provider to provide physician support services (“Services”) at one or more athletic events. Provider desires to accept such engagement pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, It is the intention of both Parties to backdate the term of this Agreement which shall memorialize a prior understanding between both Parties which was not formally executed; and

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby covenant and agree as follows:

1. **Provider Responsibilities.** Provider agrees to provide the services and discharge the responsibilities as set forth in **Exhibit A** (the “Services”). Provider shall maintain in good standing at all times during the Term all professional licenses and certificates necessary for the provision of the Services hereunder. Provider agrees to provide Services for District schools (the “School”) at events mutually agreed upon by both Parties.

2. **Term.** The term of this Agreement shall be from 7/1/2018 to 6/30/2023 (the “Term”). Notwithstanding the foregoing, this Agreement may be terminated by either Party at any time by providing ninety (90) days’ advanced written notice to the other Party. Either Party may terminate this Agreement immediately upon material breach of any term or condition of this Agreement by providing written notice of termination to the breaching Party.

3. **Insurance.** Provider shall maintain in effect general liability and professional liability insurance of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate at all times during the Term of this Agreement. School shall be responsible for providing general liability and professional liability insurance for its property, including adverse events, and for the activities of its employees, students, and faculty, and proof of such shall be sent to Provider upon executing this Agreement.

4. **HIPAA Compliance.** Provider and District are both “covered entities” as defined in the Health Insurance Portability and Accountability Act of 1996 (“**HIPAA**”). Both Parties agree that they will comply with the Security Standards for the Protection of Electronic Protected Health Information and the Standards for Privacy of Individual Identifiable Health Information (collectively, the “**HIPAA Standards**”), 45 CFR parts 160 and 164, as amended by the Health Information Technology for Economic and Clinical Health Act (the “**HITECH Act**”) and its implementing regulations. The Parties have entered into a Business Associate Agreement (“**BAA**”), attached herein as **Exhibit B** that covers the exchange of PHI that may occur pursuant to this Agreement.

5. **Compliance with Laws.**

(a) Provider shall comply with all applicable federal, state, and local laws with respect to the Services performed under the terms of this Agreement. Provider shall adhere to the regulations of the Occupational Safety and Health Administration (OSHA) with respect to the Services performed under the terms of this Agreement and the storing and dispensing of pharmaceuticals.

(b) Each Party is responsible for compliance with all applicable laws, rules, regulations, or ordinances which may relate to its respective activities and responsibilities under this Agreement and are in compliance with the federal Medicare/Medicaid Anti-Kickback Statute. By virtue of this Agreement or otherwise, Parties will, at all times, refrain from willfully offering, paying, soliciting, or receiving remuneration in return for referring an individual to or from each other for the furnishing of any item or service reimbursed under the Medicare or other federal or state health care programs.

6. **Governing Law; Venue.** This Agreement, including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania without regard to conflict of laws rules. Venue for any action brought under this Agreement shall be the Court of Common Pleas of York County, Pennsylvania.

7. **Mutual Indemnification:** Each Party hereby agrees to indemnify, defend and hold the other Party, its directors, officers, employees, agents and Affiliates harmless from and against any and all damages or other amounts payable to a Third Party claimant, as well as any reasonable attorneys' fees and costs of litigation (collectively, "Damages") arising out of or resulting from any claim, suit, proceeding or cause of action (each, a "Claim") brought by a Third Party against a Party or its Representatives based on: (a) breach of any representation or warranty by the Indemnifying Party contained in this Agreement, (b) breach of any applicable Law by such Indemnifying Party, or (c) gross negligence or willful misconduct by such Indemnifying Party, its Affiliates, or their respective employees, contractors or agents. Notwithstanding anything in this Agreement to the contrary, nothing in this Agreement shall be deemed to be a direct or indirect waiver of or limitation to any sovereign or governmental immunity, in any respect, applicable to School, its directors, officers, employees and agents (including, without limitation, under the Pennsylvania Political Subdivision Tort Claims Act) or impose liability, directly or indirectly, on the School and its directors, officers, employees, and agents from which it would otherwise be immune under applicable law.

8. **Amendment or Modification.** This Agreement will not be waived, changed, modified, extended, or discharged except by an agreement in writing and executed by the Parties.

9. **Non-Discrimination.** Both Parties shall assure that the Services provided pursuant to this Agreement are rendered without regard to race, color, ancestry, national origin, religion, creed, service in the uniformed services (as defined in state and federal law), veteran status, sex, sexual orientation, marital or family status, pregnancy, pregnancy-related conditions, physical or mental disability, gender, perceived gender, gender identity, genetic information or political ideas.

10. **Notice.** Any notice required under this Agreement shall be in writing and shall be given, and be deemed to have been duly given, upon the date delivered, if delivered personally, or upon the date received, if mailed postage pre-paid by certified mail return receipt requested, in either case addressed to the address of the other Party as indicated below, or to such other address as either Party may designate in writing by notice.

If to Provider:

OSS ORTHOPAEDIC HOSPITAL, LLC
1855 Powder Mill Road
York, PA 17402
Attn. Bob Burton

If to School:

SPRING GROVE AREA SCHOOL DISTRICT
100 E. College Avenue
Spring Grove, PA 17362
Attn: Greg Wagner

11. **Confidentiality.** Both Parties agree to keep confidential and not to use or disclose to others during the Term and any renewal term of this Agreement or at any time thereafter, except as expressly agreed in writing by both Parties, or as required by law, any proprietary information, financial information, patient information or any matter the use or disclosure of which might reasonably be construed to be contrary to the best interests of the Parties.

12. **Mutual Cooperation.** The Parties shall cooperate with each other in carrying out their respective obligations and agree that certain Services will require the coordinated efforts between Provider, Athletic Trainer, District, and School.

13. **Severability.** If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall be severed from this Agreement, and such severance shall have no effect upon the enforceability of the remainder of this Agreement, unless doing so would create a material breach, which would then render this Agreement null and void.

14. **No Assignment.** This Agreement shall inure to the benefit of and be binding upon the parties, their successors and permitted assigns. This Agreement shall not be assignable by either Party without the prior written consent of the other Party, except by Provider to any of its affiliates or any successor in interest of its business.

15. **Entire Agreement.** This Agreement is the entire understanding and agreement of the Parties regarding its subject matter and will now supersede all prior oral or written agreements, representations, understandings or discussions. Both Parties shall enter into this Agreement without any discrepancies in the understanding of the effective date and the signing date, and without any assumption of unanticipated obligations.

16. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Signatures sent by fax or electronic mail transmissions shall constitute originals.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the later of the dates that each Party signed this Agreement ("Effective Date").

OSS ORTHOPAEDIC HOSPITAL, LLC:

SPRING GROVE AREA SCHOOL DISTRICT:

Signature:

Signature:

Title:

Title:

Date:

Date:

Exhibit A

Provider Responsibilities

- Game-day medical operations.
- Game-day administrative medical policies.
- Preparation of the sideline “medical bag” and sideline medical supplies needed by Provider.
- Determination of final clearance status of injured or ill athletes on game-day prior to competition.
- Assessment and management of game-day injuries and medical concerns.
- Determination of athletes’ same-game return to participation after injury or illness.
- Follow-up care and instructions for athletes who require treatment during or immediately after game participation.
- Notify appropriate parties regarding an injury or illness sustained by athlete during game.
- Close observation of the game from an appropriate location.
- Provision for proper documentation and medical record keeping.
- Monitoring of equipment safety and fit.
- Assessment of environmental concerns and playing conditions.
- Coordinate with medical staff of opposing team, if necessary, medical care procedures and guidelines.
- Review of the emergency response plan.
- Confirmation of reliable electronic communication system.
- Identification of examination and treatment sites.
- Confirm arrangements have been made for emergency medical staff to have convenient access to competition site.
- A post-game review for modifications of medical and administrative protocols, if necessary.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) is made and entered into as of June 23, 2021, by and between **OSS ORTHOPAEDIC HOSPITAL, LLC, dba OSS HEALTH** (“Covered Entity”) and **SPRING GROVE AREA SCHOOL DISTRICT** (“Business Associate”) for or on behalf of Covered Entity. This Agreement is effective as of the effective date (“Effective Date”) of the Underlying Services Agreement “**Physician Services Agreement**” (“Underlying Agreement”) or such other date agreed to by the parties.

Recitals:

In order for Business Associate to provide services for Covered Entity pursuant to the Underlying Agreement, Covered Entity must disclose Protected Health Information (“PHI”) to Business Associate. The purpose of this Agreement is to ensure the privacy and security of such PHI by Covered Entity and Business Associate in compliance with HIPAA, as amended by the HITECH Act. The parties recognize that the HIPAA Rules were amended in accordance with the HITECH Act, and that both Covered Entity and Business Associate are directly subject to HIPAA.

1. Definitions

(a) “HIPAA” means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191. HIPAA also includes the amendments pursuant to the HITECH Act, the HIPAA Rules, and any guidance issued by the Secretary under HIPAA.

(b) “HIPAA Rules” means the regulations promulgated under HIPAA by the United States Department of Health and Human Services, including but not limited to, 45 C.F.R. Parts 160 and 164 (the “Privacy Rule”), 45 C.F.R. Part 162 (the “Transaction Rule”), 45 C.F.R. Part 160 and Subpart C of Part 164 (the “Security Rule”), the Breach Notification for Unsecured Protected Health Information Rule, 45 C.F.R. Part 160 and Subpart D of Part 164 (the “Breach Notification Rule”) and the HIPAA Administrative Simplification: Enforcement Rule, 45 C.F.R. Part 160. HIPAA Rules also include the amendments pursuant to the HITECH Act and any guidance issued by the Secretary under HIPAA.

(c) “HITECH Act” means the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009.

(d) “Protected Health Information” or “PHI” means individually identifiable health information held or transmitted by a covered entity or its business associate, in any form or media, whether electronic, paper or oral communication. For the avoidance of doubt, all references to PHI herein shall be construed to include Electronic Protected Health Information (“ePHI”).

(e) “Sub-Business Associate” means any agent or subcontractor with whom Business Associate enters into agreement in order for Sub-Business Associate to provide services for or on behalf of Business Associate that require that Sub-Business Associate creates, receives, maintains, transmits or receives PHI that is the subject of this Agreement.

(f) Any capitalized terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have under HIPAA and the HIPAA Rules.

2. **Obligations and Activities of Business Associate**

(a) Use or Disclosure of Information. Business Associate agrees not to use or further disclose PHI created by or received from Covered Entity, other than as expressly permitted or required by this Agreement, the Underlying Agreement, or as required by law.

(b) Administrative Safeguards and Data Security. Business Associate agrees to implement and maintain appropriate safeguards to prevent any use or disclosure of PHI other than uses and disclosures expressly provided for by this Agreement. With respect to ePHI, Business Associate acknowledges and agrees that the Security Rule shall apply to Business Associate in the same manner that it applies to Covered Entity. Accordingly, subject to any more stringent requirements contained in the Underlying Agreement, Business Associate will follow reasonable system security principles consistent with industry standards and will comply with the relevant requirements of the HIPAA Rules applicable to business associates pertaining to the security of ePHI including (1) implementing written policies and procedures that address the HIPAA Security Rule's administrative, technical, and physical safeguard standards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of any ePHI that it creates, receives, maintains, or transmits in an electronic format on behalf of Covered Entity and shall ensure that its Sub-Business Associates to whom it provides the information implement and adhere to equivalent safeguards; (2) implementing a security awareness and training program for workforce members; (3) designating a security officer; (4) conducting an accurate and thorough security risk analysis; and (5) implementing a security management process. Business Associate shall use commercially reasonable efforts to secure all ePHI by technological means that renders such information unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in any guidance issued from time to time.

(c) Mitigation. Business Associate agrees to mitigate, to the extent reasonably practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its Sub-Business Associates in violation of the requirements of this Agreement or the HIPAA Rules. Business Associate shall (i) take prompt corrective action to cure any deficiencies; (ii) assist Covered Entity in mitigating any harm caused by such unauthorized use, disclosure, or access; and (iii) take any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

(d) Reporting.

(i) Business Associate agrees to report within five (5) days of discovery to Covered Entity (i) any use or disclosure of PHI in violation of the applicable HIPAA Rules or this Agreement of which Business Associate becomes aware (including, without limitation, any Security Incident), (ii) any failure of the administrative, physical or technical safeguards adopted under Section 2(b) of this Agreement, or (iii) the commencement of any action against Business Associate by a state attorney general under Section 13410(e) of the HITECH Act relating to a purported violation of HIPAA or the HIPAA Rules.

(ii) Notwithstanding the foregoing, if Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses any Unsecured Protected Health Information ("Unsecured PHI"), Business Associate shall notify Covered Entity of a Breach involving such information without unreasonable delay, but no later than two (2) days following discovery of the Breach.

(iii) For purposes of this Agreement, an impermissible or improper use, disclosure, Breach, or action as described above, shall be deemed "discovered" by Business Associate as of the first

day on which such reportable event is actually known to any person, other than the individual committing the reportable event, that is an employee, officer, or other agent of Business Associate, or if such reportable event should reasonably have been known to Business Associate to have occurred, including but not limited to notification provided to Business Associate by a Sub-Business Associate of a reportable event. Upon the occurrence of a reportable event, Business Associate shall provide a written report to Covered Entity describing the surrounding circumstances and, in the case of any Breach, such report shall include the names of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed as a result of such Breach and such other available information needed by Covered Entity to enable it to comply with its notification obligations under the Breach Notification Rule and any applicable state laws.

(e) Sub-Business Associates and Agents. Business Associate acknowledges that its Sub-Business Associates are also subject to HIPAA. Business Associate shall ensure that any Sub-Business Associate to whom it provides PHI agrees in writing to substantially the same or similar restrictions and conditions that apply to the Business Associate under this Agreement with respect to such information in its possession. Additionally, Business Associate will require such Sub-Business Associates to notify Business Associate promptly of any instances of which they are aware in which the accessibility, confidentiality, or integrity of the Covered Entity's PHI has been compromised. In the event that Business Associate knows of a pattern of activity or practice of a Sub-Business Associate or Agent that constitutes a material breach or violation of the Sub-Business Associate's obligation under the subcontractor agreement or other arrangements, Business Associate shall take reasonable steps to cure such breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the subcontractor agreement or other arrangements, if feasible.

(f) Access. Business Associate agrees to provide access, when requested by Covered Entity, to PHI in such Designated Record Set to Covered Entity in order to comply with the requirements under 45 C.F.R. § 164.524 and all other applicable laws and regulations. Such access shall be provided by Business Associate in the time and manner reasonably designated by Covered Entity.

(g) Amendment. When requested by Covered Entity, Business Associate agrees to make any amendment(s) to PHI in such Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 and all other laws and regulations applicable to Covered Entity. Such amendments shall be made by Business Associate in the time and manner reasonably designated by Covered Entity. In the event Business Associate receives an amendment request directly from an Individual, Business Associate shall forward the request to Covered Entity within five (5) days of receipt. Business Associate shall, as directed by Covered Entity, incorporate any amendments or corrections or deletions to PHI into copies of such PHI maintained by Business Associate within fifteen (15) days of receipt of such request from Covered Entity.

(h) Audit and Inspection. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI, available to Covered Entity and/or the Secretary or his or her designee for the limited purposes of the Secretary determining Covered Entity's compliance with HIPAA and the HIPAA Rules. In an instance of such a request by the Secretary, such information shall be made available in a time and manner reasonably designated by Covered Entity in order to comply with the request by the Secretary. Unless prohibited by applicable law, Business Associate shall provide Covered Entity access to review any Protected Health Information or other information that Business Associate makes available to the Secretary.

(i) Documentation of Disclosures. Business Associate agrees to document such disclosures of PHI and any 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 by Business Associate in accordance with 45 C.F.R. § 164.528 and all other laws and regulations applicable to the Covered Entity.

(j) Accounting. Upon request from Covered Entity, Business Associate agrees to provide information collected in accordance with this Section 2(j) to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI by Business Associate in accordance with 45 C.F.R. § 164.528 and all other laws and regulations applicable to the Covered Entity. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or Sub-Business Associates for at least six (6) years prior to the request (except for disclosures occurring prior to the Effective Date). The accounting shall include, at a minimum: (i) the date of the disclosure, (ii) the name and address of the entity or person who received the PHI, (iii) a brief description of PHI disclosed, and (iv) a brief statement of the basis for the disclosure or, in lieu of such a statement, a copy of a written request for the disclosure from the Secretary pursuant to 45 C.F.R. § 164.502(1)(a)(ii) or from an authorized official for public policy disclosures pursuant to 45 C.F.R. § 164.512. Such information shall be provided in the time and manner reasonably designated by Covered Entity, but in no event shall such submission occur later than at a time and date which shall reasonably allow Covered Entity to respond within the time limit set forth in the applicable regulations; provided that Covered Entity shall promptly notify Business Associate upon receipt of any such request.

(k) Compliance with Transaction Standards. If applicable to Business Associate and the services provided to or on behalf of Covered Entity, in performing services for Covered Entity pursuant to the Underlying Agreement and this Agreement, Business Associate hereby agrees to comply, and will cause its Sub-Business Associates and agents to comply, with each applicable requirement of the Transaction Rule and any similar or related regulations promulgated under HIPAA (including, without limitation, security standards), as such may be amended, extended or replaced from time to time. For avoidance of doubt, the foregoing obligation requires Business Associate and its Sub-Business Associates to refrain from all actions and omissions that may result (due to Business Associate's relationship with Covered Entity) in a violation of the Transaction Rule by Covered Entity.

(l) Compliance with Laws. Business Associate shall comply with the Privacy Rule and any and all applicable federal, state and local privacy and data security laws, any federal, state or local data breach notification requirements and any other requirements to reasonably safeguard personal information, in effect now or at any time in the future.

3. Permitted Uses and Disclosures by Business Associate

(a) Services. Subject to the provisions of Section 4 below, and except as otherwise limited in this Agreement, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement if such use or disclosure of PHI would not violate HIPAA or the HIPAA Rules or all other laws and regulations applicable to the Covered Entity, if done by Business Associate.

(i) Business Associate will limit the use, disclosure, or request of PHI, to the extent practicable, to a Limited Data Set or, if needed by Business Associate, to the minimum necessary to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of PHI is allowed by the HIPAA Privacy Rule, including any guidance issued by the Secretary. Further, Business Associate will use reasonable efforts to restrict access to PHI to those employees or agents of Business Associate who are actively and directly participating in providing or supporting products and/or services under the Underlying Agreement and who need to know such information in order to fulfill such responsibilities.

(ii) Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless Covered Entity has received a valid authorization from such Individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that Individual in accordance with the HIPAA Rules.

(b) Business Activities. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of the Business Associate or to meet its legal responsibilities.

4. Obligations of Covered Entity

(a) Restrictions. To the extent that such limitations may affect Business Associate's use or disclosure of PHI, and upon request, Covered Entity shall notify Business Associate of (i) any limitations in Covered Entity's Notice of Privacy Practices that Covered Entity produces in accordance with 45 C.F.R. 164.520, as well as any changes to that notice, (ii) any changes in, or revocation of, permission by Individual to use or disclose PHI, and (iii) any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522.

(b) Requests. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA or the HIPAA Rules applicable to Covered Entity, if done by Covered Entity or Business Associate.

5. Indemnification

(a) Each party shall defend, indemnify, and hold harmless the other party, its respective officers, agents and employees each of the foregoing hereinafter referred to as "indemnified party," from and against any and all claims, liabilities, demands, damages, losses, costs and expenses, (including, without limitation, costs and reasonable attorneys' fees) or claims for injury or damages arising out of or related to a breach of this Agreement by the indemnifying party, its agents or subcontractors, including but not limited to (i) any unauthorized use, disclosure, access, or Breach of PHI; (ii) failure to take prompt, reasonable steps to mitigate any harm caused by such unauthorized use, disclosure, access or Breach; and (iii) any negligence or wrongful acts or omissions by the indemnifying party, its agents or subcontractors, including but not limited to, failure to perform the indemnifying party's obligations under this BAA, HIPAA, or the HIPAA Rules.

(b) The indemnifying party may participate in the defense and/or settlement of any claim arising under Section 5(a) with counsel of its own choice at its own expense. Indemnifying party shall not have any right, without indemnified party's prior written consent, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgement of, any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the indemnified party.

(c) Notwithstanding the foregoing, nothing in this Section shall limit any rights either party may have to additional remedies under the Underlying Agreement or under applicable law for any acts or omissions of indemnifying party or its agents or subcontractors.

6. Term and Termination

(a) Term. This Agreement shall be effective as of the Effective Date of the Underlying Agreement and shall continue unless or until the Agreement is terminated in accordance with the provisions

of Section 6(b), the Underlying Agreement between the parties terminates, or all of the PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

(c) Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity upon knowledge of a material breach by Business Associate. In this event, Covered Entity shall either (i) in its discretion provide an opportunity for the Business Associate to cure the breach or end the violation and, if Business Associate does not cure the breach or end the violation within the cure period specified in the Underlying Agreement or if none is specified, then within ten (10) days, terminate this Agreement and the Underlying Agreement, if feasible; (ii) immediately terminate this Agreement (and the Underlying Agreement), if feasible, if cure is not possible or offered.

(d) Effect of Termination.

(i) As of the effective date of termination of this Agreement, neither party shall have any further rights or obligations hereunder except: (a) as otherwise provided herein or in the Underlying Agreement between the parties; (b) for continuing rights and obligations accruing under the Privacy Rule; or (c) arising as a result of any breach of this Agreement, including, but not limited to, any rights and remedies available at law or equity. Upon termination of this Agreement or the Underlying Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity. This provision shall also apply to PHI that is in the possession of Sub-Business Associates. Business Associate shall retain no copies of the PHI in any form. Business Associate shall promptly provide written confirmation of such destruction to Covered Entity.

(ii) Notwithstanding the foregoing, in the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon Covered Entity's agreement in its good faith determination that return or destruction of PHI is infeasible, 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 so long as Business Associate maintains such PHI.

7. Miscellaneous

(a) Audit Rights. Business Associate shall provide Covered Entity with information concerning such safeguards as Covered Entity may from time to time reasonably request, and shall, upon reasonable written request and execution of a confidentiality agreement reasonably acceptable to Business Associate, permit Covered Entity to have access for inspection to Business Associate's facilities used for the maintenance or processing of PHI, and to its practices, policies and procedures concerning the use and disclosure of PHI, to determine Business Associate's compliance with this Agreement.

(b) Survival. The respective rights and obligations of Business Associate under 5, 6(c) and 7(a) of this Agreement shall survive the termination of this Agreement.

(c) Amendments. No amendment to this Agreement shall be effective unless in writing and signed and dated by the parties hereto; provided, however, that this Agreement shall be automatically amended as required by law, including but not limited to any future amendments to HIPAA or the HIPAA Rules.

(d) Interpretation. Construction of this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the privacy, security and confidentiality of PHI, including but not limited to HIPAA and the HIPAA Rules. Any provision of this Agreement that differs from those required by HIPAA and the HIPAA Rules, but is nonetheless permitted by HIPAA and the HIPAA Rules, shall be adhered to as stated in this Agreement. To the extent that any provisions of this Agreement conflict with the provisions of any other agreement or understanding between the parties with respect to the subject matter hereof, this Agreement shall control.

(e) Waiver. No failure to exercise and no delay in exercising any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy or power hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy or power provided herein or by law or in equity.

(f) Injunctions. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without the necessity of demonstrating actual damages.

(g) No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, as permitted pursuant to the Underlying Agreement, any rights, obligations, remedies or liabilities.

(h) Counterparts; Execution; Electronic Delivery. This Agreement may be executed in two or more counterparts, each and all of which shall be deemed an original and all of which together shall constitute one and the same instrument. A signature delivered by email or facsimile shall be deemed an original signature hereto and such delivery shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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

Covered Entity:

OSS ORTHOPAEDIC HOSPITAL, LLC

By: _____

Title: _____

Date: _____

Business Associate:

**SPRING GROVE AREA SCHOOL
DISTRICT**

By: _____

Title: _____

Date: _____