



Medicaid Billing Agreement

THIS AGREEMENT is made this 28th April of 2023 by and between **MJ Care, Inc.**, having a place of business at 2725 S. Moorland Road, Suite 301, New Berlin, WI, 53151 (hereinafter called MJC) and **Cedar Falls Community School District**, operating at 1002 West First Street, Cedar Falls, IA, 50613 (hereinafter called District).

WHEREAS, MJC has agreed to provide certain billing management services (hereinafter called Services) for the District based on the terms and conditions set forth herein.

THEREFORE, in consideration of the mutual promises and benefits contained herein and other good and valuable consideration, the parties hereto agree as follows:

I. RESPONSIBILITIES OF MJC

1. **SOFTWARE ACCESS.** MJC will give the District the ability to access and use the MJC Medicaid billing software (hereinafter called Software) and any updates or upgrades generally made available by MJC to its licensees from time to time during the Agreement term and any renewals that will include the following capabilities:
 - a. Electronic access without restriction as to the number of simultaneous users.
 - b. Reset and unlock all users in the web-based program.
 - c. Add and change service provider caseloads in the web-based program.
 - d. Web-based treatment plan for District partners to document and report service data.
 - e. Standard and customized reports to document and submit claims, and track revenue.
2. **TRAINING.** MJC will provide training to District service providers on procedures, documentation and the web-based software program. Documentation provided to the District describing the Software (hereinafter called Documentation) shall include all technical and functional specifications and other such information as may be reasonably necessary for the effective use of the Software. Administrative staff will be trained on the use of the web-based software program. MJC will provide subsequent training from time to time as reasonably requested by the District on changes in federal/state program requirements, software upgrades and MJC policies and procedures. Procedures and Documentation can include, but are not limited to:
 - a. Covered services
 - b. Parent notification/parent consent
 - c. Medicaid eligibility by student
 - d. IEP review and annual updates
 - e. Documentation requirements
 - f. Billing forms and online data entry screens
 - g. Office procedures
 - h. Processes to maximize reimbursement
3. **HARDWARE AND SOFTWARE.** MJC will provide, at its offices, the software and server necessary to provide the Services described in this Agreement.
4. **BILLING DOCUMENTATION.** The Software will provide a web-based treatment plan for District service providers to report and document service data.

5. **SOFTWARE UPGRADES.** The Software shall be compliant with the Electronic Transactions and Code Sets of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) at all times during the term of this Agreement, including any renewals. MJC will update the Software as necessary to comply with changes in Electronic Data Interchange (EDI) and State of Iowa Medicaid program policies and procedures.
6. **HELP DESK SUPPORT.** MJC will provide same-day response to help desk inquiries. MJC provides technical support/help desk via the phone, email, video conferencing and/or on-site support for system administrative functions should the need occur.
7. **EQUIPMENT.** MJC is not obligated to provide any equipment to the District. The only equipment necessary for this system is a computer with Internet access, which will be provided by the District.
8. **DATA SECURITY.** MJC encrypts all billing and District-related data, and utilizes Secure Socket Layer (SSL) certificates. MJC maintains updated virus and password protection of all transactions. MJC houses all production servers at multiple data center locations for security and to provide continuous service consistent with industry standards.
9. **DATA RETENTION.** MJC encrypted data will be retained for a five (5) year period on their secure and private server databases.
10. **CLAIMS PROCESSING.** MJC will process and submit claims each month to the Iowa Medicaid Enterprise (IME) for special education services as defined by the Local Education Agency ("LEA").
11. **REMITTANCE AND STATUS REPORT.** MJC will provide access to remittance reports and claims information to the District after claims have been processed.
12. **CLAIMS RECONCILIATION.** MJC will reconcile all claims and will promptly use its best efforts to investigate, correct, and pursue claims rejected by the IME.
13. **CONSULTATION.** MJC will provide ongoing consultation and communication with IME, the Department of Education, the Department of Health Services, and the state fiscal intermediary to enhance the District's participation in Medicaid programs. MJC will provide informational updates on the District's Medicaid programs.

II. RESPONSIBILITIES OF THE DISTRICT

14. **CERTIFICATION.** The District shall maintain the National Provider Identifier (NPI) and the Medicaid provider certification.
15. **LICENSED/CERTIFIED STAFF.** The District shall certify that all personnel providing services billed through the Software have the necessary Iowa certifications and/or licenses to submit such claims. These standards are set forth in Iowa Department of Education rule 281, Iowa Administrative Code 41.8 (256B), to the extent that their certification or license allows them to provide services. Staff billing for Medicaid eligible services cannot be excluded from participation by the Centers for Medicare and Medicaid.
16. **TRAINING ATTENDANCE.** The District service providers' training is typically scheduled for up to 2 hours. All providers are encouraged to attend the training session.
17. **AUTHORIZATION.** The District will generate the student eligibility, parent notification/parent

consent letters, billing logs, and other related authorizations necessary to bill for services.

18. **DATA ENTRY/DOCUMENTATION.** The District shall be responsible for entering billing information into the MJC billing system. Paper documentation will be processed as mutually agreed upon between both parties.

III. OTHER TERMS AND CONDITIONS

19. **FEES AND INVOICING.** MJC will be compensated for the Services as follows:

- a. *Medicaid Billing:* The District will pay a fee of 4.95% of net revenues received by the District.
- b. *Invoicing:* MJC will invoice The District monthly, payable within 45 days of receipt. Finance charges of 1.5% per month will be applied to any undisputed outstanding balance.

20. **LIABILITY.** Neither party shall be liable to the other for any indirect, incidental, special, exemplary, punitive or consequential damages, whether in tort, contract, strict liability or otherwise.

21. **INDEMNIFICATION.** MJC agrees to defend, indemnify and hold the District and its officers, directors, employees, agents, affiliates, successors and assigns (each, an “indemnified Party”) harmless against and from any and all damages, interest, penalties, costs and fees (collectively, “damages”) proximately caused by (1) any negligent or more culpable act or omission by MJC in connection with MJC’s performance of its obligations under this Agreement; or (2) any failure by MJC to comply with any applicable federal, state or local laws, regulations or codes in the performance of its obligations under this Agreement. In the event any actions or proceedings are commenced against an Indemnified Party for which it may seek to be defended, indemnified or held harmless under this paragraph, the Indemnified Party shall, within ten (10) days of the commencement of the action or proceeding, notify MJC in writing. The Indemnified Party shall cooperate with MJC in MJC’s defense of such action or proceeding.

22. **EFFECTIVE DATE.** This Agreement shall be effective on July 1, 2023.

23. **TERM AND TERMINATION.** This agreement shall be for an initial one-year term, through June 30, 2024. At the conclusion of the initial one-year term and any renewal term, the Agreement shall automatically renew for an additional term of one year until either party has provided written notice of non-renewal to the other party. Either party may provide written notice of non-renewal to the other party at least sixty (60) days prior to the expiration of the then-current term. Notwithstanding any other provision herein, this Agreement may be terminated for cause by either party based on a material breach by the other party of this Agreement, with thirty (30) days prior written notice to the other party; provided, that the breach is not cured during the thirty (30) day notice period.

Either party may terminate this Agreement if the other party: (i) becomes insolvent or admits inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

The rights and obligations of the parties set forth in this Section 22 and Sections 19, 24 and 26, and any right, obligation or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

24. **WARRANTIES.** MJC warrants and represents that:

- a. It shall provide the Services in a skillful, professional and workmanlike manner by qualified personnel exercising care, skill and diligence consistent with the applicable practices in the industry, and in accordance with the terms and conditions of this Agreement and the Documentation;
- b. It is the sole and exclusive legal and beneficial owner of the entire right, title and interest in and to the Software, including all intellectual property rights relating thereto, and that use of the Software will not infringe or otherwise violate the intellectual property rights or other rights of any party;
- c. Neither its grant of the Software license, nor its performance under this Agreement: (i) does or will at any time conflict with or violate any applicable law; (ii) require the consent, approval or authorization of any governmental or regulatory authority or other third party; or (iii) require the provision of any payment or other consideration to any third party; and
- d. All Services provided hereunder are and will be in compliance with all applicable laws.

Except as set forth in this Agreement, MJC disclaims all warranties, express or implied, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

25. **FORCE MAJEURE.** Neither party shall be liable for any failure or delay in performance hereunder to the extent such failure or delay results from causes beyond such party's reasonable control, including but not limited to accidents, breakdowns, strikes, work slowdowns, sabotage, riots, war, disease, any act of government, acts of God or public enemy, or other causes and conditions, whether or not voluntarily assumed.
26. **OWNERSHIP.** The Software shall at all times remain the sole and exclusive property of MJC, including, without limitation, all copyrights, trademarks, service marks, patents, trade secrets, and any other proprietary rights. The District's use of the Software shall be solely for the purpose of submitting billing to the Iowa Medicaid program, and the District shall have no right to use the software for any other purpose. The District shall have no right to grant any sublicense or other rights with respect to the software.
27. **CONFIDENTIALITY.** Each party shall hold the other party's Confidential Information in confidence and will not disclose such Confidential Information to third parties nor use the other party's Confidential Information for any purpose other than as necessary to perform under this Agreement. "Confidential Information" means any information that a party designates in writing as confidential or which, based on the circumstances surrounding disclosure, should reasonably be known to be confidential, and also includes all District-provided billing and school-based services-related data. Without limiting the foregoing, each party shall treat the Confidential Information of the other party with at least the same degree of care it uses to prevent the disclosure of its own Confidential Information, but in no event less than reasonable care and in compliance with all applicable state and federal laws. Each party shall promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the Confidential

Information. Upon termination of this Agreement or the request of the party that disclosed the Confidential Information, each party shall return all copies of any Confidential Information to the disclosing party.

Confidential Information shall not include information that the receiving party can prove (a) was generally available to the public at the time it received the information from the disclosing party, (b) was known to it, without restriction, at the time of disclosure by the disclosing party, (c) is disclosed with the prior written approval of the disclosing party, (d) was independently developed by it without any use of the Confidential Information, (e) becomes known to it, without restriction, from a source other than the disclosing party without a duty of confidentiality to the disclosing party, or (f) is disclosed in response to an order or requirement of a court, administrative agency, or other governmental body; provided, however, that (i) the receiving party must provide prompt advance notice of the proposed disclosure to the disclosing party and (ii) any Confidential Information so disclosed shall otherwise remain subject to the provisions of this Section 26.

28. **NOTICES.** All notices and other communications related to this Agreement shall be in writing and addressed to the parties as follows (or as otherwise specified by a party in a notice given in accordance with this section):

If to MJC, to: ATTN: Lisa Mueller
 2725 S. Moorland Road, Ste. 301
 New Berlin, WI, 53151

If to District, to: ATTN: Superintendent
 _____ 1002 W. 1st Street _____
 Cedar Falls, IA, 50613

Notices sent in accordance with this section shall be deemed effectively given: (a) when received, if delivered by hand (with written confirmation of receipt); (b) when received, if sent by a nationally recognized overnight courier (receipt requested); or (c) on the fifth (5th) day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

29. **MISCELLANEOUS.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior representations, warranties, agreements and other understandings, oral or written, between the parties with respect to the subject matter hereof. No amendment, waiver or discharge of these terms will be valid unless in writing and signed by both parties. MJC shall not assign its rights or obligations under this Agreement without the prior written consent of the District. This Agreement and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Wisconsin, without regard to conflict of laws and provisions.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date identified below.

By:  Date: April 28, 2023

Lisa Mueller, BS, DPT
Vice President, Operations

MJ Care, Inc.
2725 S. Moorland Road,
Suite 301
New Berlin, WI, 53151

By: _____ Date: _____

Jeff Hassman
School Board President

Cedar Falls Community School District
1002 West First Street
Cedar Falls, IA, 50613



Business Associate Agreement

THIS BUSINESS ASSOCIATE AGREEMENT (hereinafter called Agreement or BAA) is made this 28th April of 2023 by and between MJ Care, Inc., having a place of business at 2725 S. Moorland Road, Suite 301, New Berlin, WI, 53151 (hereinafter called Business Associate or MJC) and **Cedar Falls Community School District**, operating at 1002 West First Street, Cedar Falls, IA, 50613 (hereinafter called Company or Customer).

This BAA forms part of the Master Subscription Agreement, Terms of Service, Terms of Use, or any other agreement pertaining to the delivery of services (the Service Agreement as defined further below) between MJ Care, Inc. and the Customer named in such Service Agreement to reflect the parties' agreement with regard to the Processing of Protected Health Information (as defined below). MJ Care, Inc.'s liability arising out of or related to this BAA will be determined solely in accordance with the parties' Service Agreement.

I. RECITALS. Company is a HIPAA Covered Entity or Business Associate and MJ Care, Inc. is acting as a service provider to Company and may receive, use, maintain, disclose or otherwise process Protected Health Information for or on behalf of Company.

The parties desire to comply with relevant Federal and State confidentiality standards, including but not limited to: the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"); 45 CFR part 160 and part 164, subparts A and E (the "Privacy Rule"); 45 C.F.R. Part 160 and Subparts A and C of Part 164 (the "Security Rule"), and The Health Information Technology for Economic and Clinical Health Act (the "HITECH Act").

THEREFORE, the parties to this Agreement hereby agree as follows:

II. DEFINITIONS. Terms used, but not otherwise defined, in this Agreement shall have the meaning ascribed to them by HIPAA, the Privacy Rule, the Security Rule, and/or the HITECH Act.

- a. **Affiliate** means, with respect to a party, any entity that directly or indirectly controls, is controlled by or is under common control with that party. For purposes of this Agreement, "control" means an economic or voting interest of at least fifty percent (50%) or, in the absence of such economic or voting interest, the power to direct or cause the direction of the management and set the policies of such entity.
- b. **Breach** shall mean any acquisition, access, use, or disclosure of Unsecured Protected Health Information that is inconsistent with the terms of this BAA and that compromises the security or privacy of the Unsecured Protected Health Information. Whether an acquisition, access, use, or disclosure of Unsecured Protected Health Information compromises its security or privacy shall be determined by reference to the definition of "breach" in 45 C.F.R. §164.402.
- c. **Business Associate** shall have the meaning specified in 45 CFR §160.103.
- d. **Covered Entity** shall have the meaning specified in 45 C.F.R. §160.103.
- e. **Electronic PHI** is any PHI that is transmitted by or maintained in electronic media.
- f. **Protected Health Information or PHI** shall have the same meaning as the term "protected

health information” in 45 CFR §160.103 of HIPAA, provided that it is limited to such protected health information that is received by MJ Care, Inc. from, or created, received, maintained, or transmitted by MJ Care, Inc. on behalf of, Customer through Customer’s use of the Services pursuant to this Agreement.

- g. **Required by law** shall mean a mandate contained in law that compels a use or disclosure of Protected Health Information.
- h. **Secretary** shall mean the Secretary of the Department of Health and Human Services and those employees or agents designated to act on the Secretary’s behalf.
- i. **Security or Security Measures** means the administrative, physical, and technical safeguards and documentation requirements specified in the Security Rule.
- j. **Service Agreement** shall mean the agreement(s) and Terms of Service pursuant to which MJ Care, Inc. is to provide video communication services and other related services to Covered Entity.
- k. **Unsecured Protected Health Information** is any Protected Health Information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary.

III. PERMITTED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- a. **Performance of the Agreement for Business Associate Services.** MJ Care, Inc. agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement, as required or permitted by the Service Agreement, or as required or permitted by law, provided such use or disclosure would not violate HIPAA if done by Customer, unless expressly permitted under this Agreement.
- b. **Management, Administration, and Legal Responsibilities.** Except as otherwise limited in this BAA, MJ Care, Inc. may Use and Disclose Protected Health Information for the proper management and administration of Business Associate and/or to carry out the legal responsibilities of MJ Care, Inc., provided that any Disclosure may occur only if: (1) Required by law; or (2) MJ Care, Inc. obtains written reasonable assurances from the person to whom the Protected Health Information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by law or for the purpose for which it was Disclosed to the person, and the person notifies MJ Care, Inc. of any instances of which it becomes aware in which the confidentiality of the Protected Health Information has been breached.

IV. PARTIES RESPONSIBILITIES WITH RESPECT TO PROTECTED HEALTH INFORMATION

- a. **MJ Care, Inc. Responsibilities.** To the extent MJ Care, Inc. is acting as a Business Associate, MJ Care, Inc. agrees to the following:
 - i. *Limitations on Use and Disclosure.* MJ Care, Inc. shall not Use and/or Disclose the Protected Health Information except as otherwise limited in this Agreement or by application of 42 C.F.R. Part 2 with respect to Part 2 Patient Identifying Information, for the proper management and administration of MJ Care, Inc. or to carry out the legal responsibilities of MJ Care, Inc.; provided that in doing so, MJ Care, Inc. will only use the minimum necessary Protected Health information necessary for the proper management and administration of MJ Care, Inc. business-specific purposes, or to report

violations of law to appropriate Federal and State authorities, consistent with 45 CFR §164.502(j)(1) and, where applicable, 42 C.F.R. Part 2.

- ii. *Safeguards.* MJ Care, Inc. shall: (1) use reasonable and appropriate safeguards to prevent inappropriate Use and Disclosure of Protected Health Information other than as provided for in this BAA; and (2) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule.
- iii. *Subcontractors.* Notwithstanding anything to the contrary in the Services Agreement, Business Associate, subject to the restrictions set forth in this provision, may use subcontractors to fulfill its obligations under this BAA. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2) of HIPAA, MJ Care, Inc. shall require its Subcontractors who create, receive, maintain, or transmit Protected Health Information on behalf of MJ Care, Inc. to agree in writing to: (1) the same or more stringent restrictions and conditions that apply to MJ Care, Inc. with respect to such Protected Health Information; (2) appropriately safeguard the Protected Health Information; and (3) comply with the applicable requirements of 45 CFR Part 164 Subpart C of the Security Rule. MJ Care, Inc. remains responsible for its Subcontractors' compliance with obligations in this BAA.
- iv. *Reporting.* MJ Care, Inc. shall report to Customer: (1) any Use and/or Disclosure of Protected Health Information that is not permitted or required by this BAA of which MJ Care, Inc. becomes aware; (2) any Security Incident of which it becomes aware, provided that notice is hereby deemed given for Unsuccessful Security Incidents (as defined below) and no further notice of such Unsuccessful Security Incidents shall be given; and/or (3) any Breach of Customer's Unsecured Protected Health Information that MJ Care, Inc. may discover (in accordance with 45 CFR § 164.410 of the Breach Notification Rule). Notification of a Breach will be made without unreasonable delay, but in no event more than ten (10) business days after MJ Care, Inc.'s discovery of a Breach. Notification of a Successful Security Incident or other impermissible Use and/or Disclosure of Protected Health Information by MJ Care, Inc. or its subcontractors will be made without unreasonable delay, but in no event more than twenty (20) business days after MJ Care, Inc.'s discovery thereof.

For purposes of this Section, "Unsuccessful Security Incidents" mean, without limitation, pings and other broadcast attacks on MJ Care, Inc.'s firewall, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, as long as no such incident results in unauthorized access, acquisition, Use, or Disclosure of Protected Health Information. Notification(s) under this Section, if any, will be delivered to contacts identified by Customer pursuant to Section 3b(ii) (Contact Information for Notices) of this BAA. MJ Care, Inc.'s obligation to report under this Section is not and will not be construed as an acknowledgement by MJ Care, Inc. of any fault or liability with respect to any Use, Disclosure, Security Incident, or Breach.

- v. *Disclosures to the Secretary.* MJ Care, Inc. agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or received by MJ Care, Inc. on behalf of, Customer available to the Customer, or at the request of the Customer to the Secretary, in a time and manner designated by the Customer or the Secretary, for purposes of the Secretary determining Customer's compliance with the Privacy Rule.

- vi. *Access.* MJ Care, Inc. agrees to provide access, at the request of Customer and in the time and manner designated by Customer, to Protected Health Information in a Designated Record Set to Customer or, as directed by Customer, to an Individual (as defined in 45 C.F.R. § 160.103) in order to meet the requirements under 45 CFR §164.524, provided that nothing in this section shall require Business Associate to retain or obtain access to Protected Health Information not already being retained or accessed by Business Associate pursuant to the terms of this agreement.
- vii. *Amendment.* MJ Care, Inc. agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Customer directs or agrees to pursuant to 45 CFR §164.526 at the request of Customer or an Individual, and in the time and manner designated as reasonably requested by Customer, provided that nothing in this section shall require Business Associate to retain or obtain access to Protected Health Information not already being retained or accessed by Business Associate pursuant to the terms of this BAA and that nothing in this section shall require Business Associate to assign a Designated Record set where not reasonably practicable in light of MJ Care, Inc.'s encryption practices.
- viii. *Accounting of Disclosures.* MJ Care, Inc., at the request of Customer, shall make available to Customer, and in the time and manner designated as reasonably requested by Customer, such information relating to Disclosures made by MJ Care, Inc. as required for Customer to make any requested accounting of Disclosures in accordance with 45 CFR § 164.528 of the Privacy Rule.
- ix. *Performance of a Covered Entity's Obligations.* To the extent MJ Care, Inc. is to carry out a Covered Entity obligation under the Privacy Rule, MJ Care, Inc. shall comply with the requirements of the Privacy Rule that apply to Customer in the performance of such obligation.

b. Customer's Responsibilities.

- i. *No Impermissible Requests.* Customer shall not request MJ Care, Inc. to Use or Disclose Protected Health Information in any manner that would not be permissible under HIPAA if done by a Covered Entity (unless permitted by HIPAA for a Business Associate).
- ii. *Contact Information for Notices.* Customer hereby agrees that any reports, notification, or other notice by MJ Care, Inc. pursuant to this BAA may be made electronically to the Customer contact specified in Section 7 (Notices) below. Customer shall ensure that such contact information remains up to date during the term of this BAA. Failure to submit and maintain as current the aforementioned contact information may delay MJ Care, Inc.'s ability to provide Breach notification under this BAA.
- iii. *Safeguards and Appropriate Use of Protected Health Information.* Customer is responsible for implementing appropriate privacy and security safeguards to protect its Protected Health Information in compliance with HIPAA. It is Customer's obligation to exclude Protected Health Information from information Customer submits to technical support personnel through a technical support request. Customer is solely responsible for ensuring the Protected Health Information it transmits via MJ Care, Inc. may be legally disclosed to the communications recipient(s).
- iv. *Communicating Changes to MJ Care, Inc.* Customer shall notify MJ Care, Inc. of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect MJ Care, Inc.'s use or

disclosure of Protected Health Information.

- v. *Communicating Restrictions to MJ Care, Inc.* Customer shall notify MJ Care, Inc. of any restriction to the use or disclosure of Protected Health Information that Customer has agreed to in accordance with 45 CFR §164.522 or 42 C.F.R. Part 2, to the extent that such restriction may affect MJ Care, Inc.'s use or disclosure of Protected Health Information.
- vi. *Communicating Restrictions in Notices of Privacy Practices to MJ Care, Inc.* Customer shall notify MJ Care, Inc. of any limitation(s) in any applicable notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect MJ Care, Inc.'s use or disclosure of Protected Health Information.

V. TERM AND TERMINATION

- a. **Term.** The term of this Agreement shall begin as of the effective date of the Service Agreement or when Customer introduces Protected Health Information to the Service environment and shall terminate when all of the Protected Health Information provided by Customer to MJ Care, Inc., or created or received by MJ Care, Inc. on behalf of Customer, is destroyed or returned to Customer, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. **Termination for Breach.** Upon Customer's knowledge of a material breach by MJ Care, Inc., Customer shall either:
 - i. Provide an opportunity for MJ Care, Inc. to cure the breach or end the violation and terminate this Agreement and the Service Agreement if MJ Care, Inc. does not cure the breach or end the violation within a reasonable time specified by Customer;
 - ii. Immediately terminate this Agreement and the Service Agreement if MJ Care, Inc. has breached a material term of this Agreement and cure is not possible; or
 - iii. If neither termination nor cure is feasible, Customer shall report the violation to the Secretary.
- c. **Return, Destruction, or Retention of Protected Health Information Upon Termination.** Except as provided in paragraph (d) of this Section, upon any termination or expiration of this Agreement, MJ Care, Inc. shall return or destroy all Protected Health Information received from Customer, or created or received by MJ Care, Inc. on behalf of Customer. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of MJ Care, Inc. MJ Care, Inc. shall retain no copies of the Protected Health Information. Notwithstanding the foregoing, Business Associate may retain a copy of PHI received from, or created or received by Business Associate for or on behalf of Covered Entity which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, provided that Business Associate extends the protections of this Agreement to such information.

In the event that MJ Care, Inc. determines that returning or destroying the Protected Health Information is infeasible, MJ Care, Inc. shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon Customer's written agreement that return or destruction of Protected Health Information is infeasible, MJ Care, Inc. shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as MJ Care, Inc. maintains such Protected Health Information.

VI. NOTICES. Any notices to be given under this Agreement, including without limitation any Breach notification, to a party shall be made in writing and delivered via electronic mail to the contact at the address indicated below (or at such other address as a party may specify by notice to the others pursuant hereto). Notices shall be addressed as follows:

If to MJ Care, Inc., to:

**MJ Care, Inc.
Attention: Privacy Officer
2725 S. Moorland Road, Suite 301
New Berlin, WI, 53151**

If to Customer, to:

**Cedar Falls Community School District
Attention: School Administrator
1002 West First Street
Cedar Falls, IA, 50613**

VII. NO AGENCY RELATIONSHIP. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Customer and MJ Care, Inc. under HIPAA or the Privacy Rule, Security Rule, or Breach Notification Rule. No terms or conditions contained in this BAA shall be construed to make or render MJ Care, Inc. an agent of Customer.

VIII. NO THIRD-PARTY BENEFICIARY. This Agreement is intended for the sole benefit of the Business Associate and Prime Subcontractor and does not create any third-party beneficiary rights.

IX. MISCELLANEOUS.

- a. A reference in this Agreement to a section in the Privacy Rule or Security Rule means the section as in effect or as amended.
- b. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Customer to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule, the HITECH Act, and 42 C.F.R. Part 2.
- c. The respective rights and obligations of MJ Care, Inc. under Section 6(d) and (e) of this Agreement shall survive the termination of this Agreement.
- d. Any ambiguity in this Agreement shall be resolved to permit Customer to comply with HIPAA, the Security Rule, any applicable aspects of the Privacy Rule, the HITECH Act, and 42 C.F.R. Part 2.
- e. If MJ Care, Inc. knows of a pattern of activity or practice of the Customer that constitutes a material breach or violation of the Customer's obligations under this Agreement, MJ Care, Inc. must take reasonable steps to notify Customer to cure the breach or end the violation. If the steps are unsuccessful, MJ Care, Inc. may terminate this Agreement or, if termination is not feasible, report the problem to the Secretary of DHHS. MJ Care, Inc. shall provide written notice to the Customer of any activity or practice that is believed to constitute a material breach or violation of the Agreement within 5 days of discovery and shall meet with the Customer to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.


- f. This Agreement constitutes the entire agreement between the parties hereto with respect to the obligations set forth herein and supersedes and replaces any prior agreements between the parties relating to such obligations.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date identified below.

By: _____ Date: _____

Jeff Hassman
School Board President

Cedar Falls Community School District
1002 West First Street
Cedar Falls, IA, 50613

By:  _____ Date: April 28, 2023

Lisa Mueller, BS, DPT
Vice President, Operations

MJ Care, Inc.
2725 S. Moorland Road,
Suite 301
New Berlin, WI, 53151