

Health Care Agreement for School Services

THIS AGREEMENT (this "Agreement") is made and entered into this May 6th, 2026, by and between **FT Partners LLC d/b/a Interim Healthcare of South Plainfield** (hereinafter "Service Provider") and **Union County Educational Services Commission** (hereinafter the "School District").

Recitals

The School District wishes to engage Service Provider to provide health-care staffing services as described herein, and Service Provider is willing to do so on the terms set forth below.

NOW THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the parties hereto mutually agree as follows.

Definitions

For purposes of this Agreement:

- **"Bus Visit"** means one direction of bus transportation (for example, a morning pickup or an afternoon drop-off). A round-trip school day with both pickup and drop-off counts as two (2) Bus Visits.
- **"Required Notice Period"** means twelve (12) hours prior to the start of a scheduled Shift, as set forth in Section 11.
- **"Week"** for the purposes of overtime calculation means a calendar week beginning Sunday at 12:00 AM and ending Saturday at 11:59 PM.

Term

1. This Agreement shall take effect on July 1st, 2026, and remain in effect through June 30th, 2027, unless terminated earlier in accordance with the terms set forth herein.

Service Provider Warranties and Personnel Qualifications

2. Service Provider warrants that it is duly licensed and authorized to perform the Services described herein and has never been excluded from Medicare, Medicaid, or any health care benefit program funded by the Federal government.
3. Service Provider warrants that it will provide the School District with licensed and qualified individuals to provide the Services. All individuals provided will possess documentation

evidencing such license qualifications as required by Federal, State, or local statutes, rules, regulations, and orders.

4. Service Provider shall ensure that each individual providing Services to the School District has: (a) completed a Skills Checklist and Competency Exam; (b) the appropriate professional license, if applicable; (c) at least two (2) professional references that have been checked by Service Provider prior to providing any Services to the School District; and (d) undergone a criminal history record check in compliance with N.J.S.A. 18A:6-7.1 et seq. and any other background-check requirements applicable to school contractors under New Jersey law. Service Provider further represents that the personnel it sends to the School District are covered by current malpractice insurance, have submitted a completed Employment Eligibility Verification (Form I-9), and are eligible to work at the School District's schools.
5. Service Provider agrees to obtain and submit to the School District (if requested) such health information concerning the personnel it provides to the School District as it requires, consistent with applicable law.
6. Service Provider shall comply, and is responsible for complying, with all applicable Federal, State, and local statutes, rules, and ordinances, and shall adhere to all requirements and protocols established by and communicated to it by the School District. The School District shall provide Service Provider with written materials outlining its policies, procedures, rules, and regulations for distribution to the personnel providing the Services hereunder, and Service Provider's personnel shall familiarize themselves with such materials.
7. Service Provider shall provide approved personnel to the School District on an as-needed basis, subject to the availability of qualified individuals. The School District reserves the right to reject any individual, consistent with applicable law. Service Provider shall be available to provide health care services to the School District twenty-four (24) hours a day, seven (7) days a week for the entire calendar year.

Compensation

8. Service Provider's compensation for Services rendered under this Agreement is set forth in **Exhibit A — Rate Schedule**, attached hereto and incorporated by reference.

Timekeeping, Billing, and Cancellation

9. Service Provider's personnel will record their work hours and Services provided using either (a) electronic visit verification ("EVV") software or (b) physical time sheets/cards signed by the appropriate School District designee, at Service Provider's option. Where EVV is used, Service Provider shall provide the School District with a weekly summary of hours recorded, which shall be deemed accepted by the School District unless the School District objects in writing within five (5) business days of receipt. Where physical timecards are used, the School District designee shall sign each timecard, and Service Provider shall retain copies for

verification purposes. The records produced under either method shall be used by Service Provider to assess invoice amounts.

10. Service Provider shall submit weekly invoices for Services rendered at the end of each Week for which Services have been provided. The School District shall pay each invoice within thirty (30) days of its receipt. In the event payment is not made within thirty (30) days of receipt, a late fee equal to five percent (5%) of the unpaid balance shall be applied. The invoice shall include time worked, types of Services rendered, and fees payable. The School District shall give Service Provider notice of any invoice dispute within twenty (20) days of its receipt and may withhold payment pending the resolution of such dispute. Failure to timely dispute any invoice shall not be deemed acceptance and does not act as a waiver of the School District's rights or prevent the School District from availing itself of any remedy at law or in equity at a later date. The School District shall have the right to examine any and all accounting records as they pertain to Services provided by Service Provider.

11. **Cancellations and Absences.**

(a) **Cancellation Notice.** The School District may cancel any scheduled Shift without charge by notifying Service Provider at least twelve (12) hours before the start of the first scheduled Shift for that day. If the School District cancels a Shift with less notice, Service Provider shall bill the School District for one half ($\frac{1}{2}$) of the scheduled Shift or Shifts for that day.

(b) **Bus Visit Partial Absences.** If at least one scheduled child rides a Bus Visit but one or more scheduled children are absent, Service Provider shall bill the Bus Visit rate matching the actual number of children transported, plus twenty-five percent (25%) of the one-student Bus Visit rate (in the same discipline as the Bus Visit) per absent child; provided that the total Bus Visit Partial Absence fee shall not exceed the one-student Bus Visit rate (in the same discipline) regardless of the number of absent children.

(c) **Bus Visit — All Children Absent.** If all scheduled children are absent for a Bus Visit and the School District has not cancelled the Bus Visit under Section 11(a), Service Provider shall not bill any fee provided the School District notifies Service Provider of the absences at least twelve (12) hours before the start of the first scheduled Shift for that day. If the School District provides less notice, Service Provider shall bill the School District for one half ($\frac{1}{2}$) of the originally-scheduled Bus Visit rate.

Fees billed under this Section 11 shall not be counted as hours worked for purposes of the overtime calculation in Exhibit A.

12. The School District shall not incur any charges should personnel placed by Service Provider fail to fulfill a scheduled assignment. Service Provider shall make every reasonable effort to locate substitute personnel for the School District upon request, at the rates set forth herein.

Termination

13. Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days' prior written notice. In the event of termination, the parties shall adjust accounts due and Service Provider will provide no additional Services beyond those already scheduled.
14. Service Provider personnel shall prepare and submit forms related to Services provided as required by the School District.

Records, Confidentiality, and Compliance

15. Service Provider agrees to retain all materials and records relevant to the execution or performance of this Agreement in accordance with the provisions of applicable law, but in no event less than six (6) years from the date of this Agreement. Notwithstanding Section 5(c) of the Business Associate Agreement, Service Provider may retain records to the extent required by this Section 15 and applicable law, and the protections of the Business Associate Agreement shall continue to apply to such retained records for so long as they are maintained.
16. **HIPAA and FERPA.** The parties acknowledge that performance of this Agreement may involve the use or disclosure of Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and education records under the Family Educational Rights and Privacy Act ("FERPA"). The Business Associate Agreement attached hereto as **Exhibit B** and incorporated by reference herein governs the use and disclosure of PHI between the parties, and Service Provider shall comply with all applicable HIPAA and FERPA requirements with respect to information received in the course of performing Services.
 - (a) **Education Records.** Records concerning students that are created, received, or maintained by Service Provider in the course of providing Services constitute "education records" of the School District under FERPA, 20 U.S.C. § 1232g and 34 CFR Part 99. The School District has determined that Service Provider, when providing Services hereunder, is a "school official" with a "legitimate educational interest" within the meaning of 34 CFR § 99.31(a)(1)(i)(B).
 - (b) **Limits on Redisclosure.** Service Provider shall not redisclose education records, or personally identifiable information from education records, to any third party without the prior written consent of the School District, except as required by law.
 - (c) **Parental Access.** Service Provider shall make education records available to the School District upon request so that the School District may fulfill its obligations to provide access to parents and eligible students under FERPA.
 - (d) **Return or Destruction at Termination.** Upon termination of this Agreement, or upon the School District's earlier request, Service Provider shall return to the School District or, at the School District's direction, destroy all education records in its possession, except as Service Provider is required by Section 15 or applicable law to retain.

Obligations, Indemnification, and Insurance

17. Service Provider shall make personnel available to the School District for purposes of internal peer reviews, external audit systems, grievance procedures, and any other purpose, as reasonably required by the School District, and Service Provider further agrees to participate in any case conference or continuing in-service education conducted by the School District for Service Provider's staff, at the School District's expense at the rates set forth herein.
18. All employees of Service Provider shall be deemed employees of Service Provider for all purposes, and Service Provider alone shall be responsible for their work, personal conduct, direction, and compensation. Service Provider acknowledges that it will not hold itself, its officers, its employees, or its agents out as employees of the School District. Service Provider is retained by the School District only for the purposes and to the extent set forth in this Agreement, and its relationship to the School District shall during the term hereof be that of an independent Service Provider. Neither Service Provider nor its personnel assigned hereunder shall be considered as having employee status with the School District and shall not be entitled to participate in any of the School District's worker's compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employee benefit programs.
19. Service Provider and its employees shall not share or accept any fee or gratuity from the patient or patient's family for service provided pursuant to this Agreement.
20. Service Provider shall indemnify and hold harmless the School District and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from the performance of the Services under this Agreement, provided that any claim, damage, loss, or expense is (i) attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) caused in whole or in part by any negligent act or omission of Service Provider, anyone directly or indirectly employed by Service Provider, or anyone for whose acts Service Provider may be liable, but only to the extent such claims, damages, losses, or expenses are not caused in whole or in part by a party indemnified hereunder. This Section 20 shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that either party would otherwise have under applicable law.
21. **Insurance.** Service Provider shall maintain the following insurance, name the School District as Additional Insured on the Commercial General Liability policy, and furnish certificates of insurance evidencing the foregoing on request:
 1. Commercial General Liability Insurance: \$1,000,000 per occurrence / \$3,000,000 aggregate;
 2. Statutory Workers' Compensation; and
 3. Professional Liability Insurance: \$1,000,000 per occurrence / \$3,000,000 aggregate.

General Provisions

22. Services provided pursuant to this Agreement shall be provided without regard to race, creed, color, sex, age, disability, sexual orientation, national origin, or sponsorship.
23. **Force Majeure.** Neither party shall be liable for any delay or failure to perform its obligations under this Agreement to the extent such delay or failure results from causes beyond such party's reasonable control, including without limitation acts of God, natural disasters, pandemics, public health emergencies, government orders, war, terrorism, or labor disputes (each a "Force Majeure Event"). The party affected shall provide written notice to the other party as soon as reasonably practicable and shall use commercially reasonable efforts to resume performance as soon as possible. Either party may terminate this Agreement on written notice if a Force Majeure Event continues for more than sixty (60) consecutive days. During a Force Majeure Event, the School District shall not be obligated to pay for scheduled Shifts that are not worked, and Section 11(a) shall not apply to cancellations attributable to the Force Majeure Event.
24. **Notices.** All notices required or permitted shall be in writing and shall be deemed given (a) upon hand delivery, (b) upon confirmed transmission if sent by email, (c) upon receipt if sent by recognized courier service, or (d) three (3) business days after deposit in the United States mail, postage prepaid, sent by registered or certified mail, return receipt requested, in each case to the addresses set forth below or to such other addresses as the parties may designate in writing.

Service Provider	School District
FT Partners LLC 295 Durham Avenue, Suite 204 South Plainfield, NJ 07080-2504	Union County Educational Services Commission 45 Cardinal Drive Westfield, NJ 07090

25. Neither party shall assign, transfer, or convey any of its respective rights or obligations under this Agreement without the prior written consent of the other party.
26. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey, without regard to its conflict-of-laws principles. The parties consent to the exclusive jurisdiction of the state and federal courts located in New Jersey for any action arising out of or relating to this Agreement. If any portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect.
27. **Entire Agreement; Amendments.** This Agreement, together with Exhibit A (Rate Schedule) and Exhibit B (Business Associate Agreement), constitutes the full and complete Agreement between the School District and Service Provider, and supersedes all prior written and oral agreements. This Agreement may not be altered, changed, added to, deleted from, or modified except through the mutual written consent of the parties. The parties acknowledge that Exhibit A and Exhibit B are integral parts of this Agreement, are executed contemporaneously

herewith, and that this Agreement together with both Exhibits constitutes a single integrated agreement.

28. The undersigned representative of Service Provider hereby represents and warrants that the undersigned is an officer, director, or agent of Service Provider with full legal rights, power, and authority to enter into this Agreement on behalf of Service Provider and bind Service Provider with respect to the obligations enforceable against Service Provider in accordance with its terms.

29. **Construction.** This Agreement has been arrived at mutually and is not to be construed against any party hereto as being the drafter hereof or causing the same to be drafted.

Exhibit A — Rate Schedule

This Exhibit A is incorporated by reference into the Agreement and constitutes part of the parties' obligations hereunder.

Hourly Services

Discipline	Hourly Rate
RN	\$ 64.75
LPN	\$ 59.00
CHHA / CNA	\$ 30.00
PT (Physical Therapist)	\$ 110.00
OT (Occupational Therapist)	\$ 105.00
SLP (Speech-Language Pathologist)	\$ 120.00

Hourly rates apply to all Shifts other than Bus Visits and evaluations, and are billed in fifteen (15) minute increments.

Evaluation Fees (per evaluation)

Discipline	Evaluation Fee
PT	\$ 490.00
OT	\$ 470.00
SLP	\$ 550.00

Evaluation Fees are flat and billed in lieu of (not in addition to) the hourly rate; non-evaluation therapy and treatment sessions are billed hourly.

Bus Transportation Services (per Bus Visit)

Discipline	1 student	2 students	3 students
RN	\$ 162.00	\$ 242.00	\$ 273.00
LPN	\$ 148.00	\$ 222.00	\$ 250.00

- (a) **Hours covered.** Each Bus Visit rate is flat and covers up to two and one half (2.5) hours of time.
- (b) **Time over 2.5 hours.** Time exceeding 2.5 hours is billed in fifteen (15) minute increments at the applicable discipline's hourly rate set forth in the Hourly Services table above.
- (c) **More than three students.** For Bus Visits with more than three (3) students, Service Provider shall bill the three-student rate plus fifteen percent (15%) of the one-student rate (in

the same discipline) per additional student.

Overtime

In the event the same nurse or therapist works for the School District at the hourly rate for more than forty (40) hours during any Week (as defined above), the School District shall pay one and one half (1½) times the applicable hourly rate for each hour in excess of forty (40). Any additional hourly billing for Bus Visit time exceeding 2.5 hours shall count toward the forty (40) hour overtime threshold on the same terms as other hourly Shift work. Cancellation fees and Bus Visit Partial Absence fees billed under Section 11 shall not be counted as hours worked for purposes of this overtime calculation.

Placement Fees

If the School District hires any of the personnel provided by Service Provider within twelve (12) months of the last date worked at the School District by such personnel, the School District shall pay Service Provider a placement/buyout fee in accordance with the following schedule:

Discipline	Fee
RN	\$ 9000.00
LPN	\$ 7000.00
CHHA / CNA	\$ 5000.00
PT	\$ 9000.00
OT	\$ 9000.00
SLP	\$ 9000.00

Service Provider incurs considerable costs in advertising, recruiting, and evaluating its field staff, making this buyout schedule necessary.

Rate Changes

Service Provider may modify the rates set forth in this Exhibit A upon thirty (30) days' prior written notice to the School District. The School District's continued acceptance of Services after the effective date of the modified rates shall constitute its acceptance of such rates. If the School District objects to a rate change in writing prior to its effective date, either party may terminate this Agreement upon thirty (30) days' written notice without further liability, except for amounts owed for Services already rendered.

Exhibit B — Business Associate Agreement

The following Business Associate Agreement is incorporated by reference into this Agreement and constitutes part of the parties' obligations hereunder.

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is made and entered into on May 6th, 2026, by and between **Union County Educational Services Commission** ("Covered Entity") and **FT Partners LLC d/b/a Interim Healthcare of South Plainfield** ("Business Associate").

Recitals

WHEREAS, Covered Entity and Business Associate have entered into or intend to enter into a School Services Health Care Agreement dated May 6th, 2026 (the "Underlying Agreement") pursuant to which Business Associate may provide services that involve the use or disclosure of Protected Health Information; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of Protected Health Information disclosed to Business Associate pursuant to the Underlying Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), and their implementing regulations, including the Standards for Privacy of Individually Identifiable Health Information (the "Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rule") at 45 CFR Parts 160 and 164 (collectively, the "HIPAA Rules"); and

WHEREAS, the HIPAA Rules require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the use and disclosure of Protected Health Information;

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

Section 1 -- Definitions

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as those terms are defined in the HIPAA Rules. The following terms shall have the meanings set forth below:

- (a) "**Breach**" shall have the meaning given to such term under 45 CFR 164.402.
- (b) "**Individual**" shall have the meaning given to such term under 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (c) "**Protected Health Information**" or "**PHI**" shall have the meaning given to such term under 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business

Associate from or on behalf of Covered Entity.

(d) **"Electronic Protected Health Information"** or **"ePHI"** shall have the meaning given to such term under 45 CFR 160.103, limited to the information created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity.

(e) **"Required by Law"** shall have the meaning given to such term under 45 CFR 164.103.

(f) **"Security Incident"** shall have the meaning given to such term under 45 CFR 164.304.

(g) **"Unsecured Protected Health Information"** shall have the meaning given to such term under 45 CFR 164.402.

Section 2 -- Obligations of Business Associate

Business Associate agrees to:

(a) Not use or disclose PHI other than as permitted or required by this BAA or as Required by Law.

(b) Use appropriate administrative, physical, and technical safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to ePHI, to prevent use or disclosure of PHI other than as provided for by this BAA.

(c) Report to Covered Entity any use or disclosure of PHI not provided for by this BAA of which Business Associate becomes aware, including any Breach of Unsecured Protected Health Information as required by 45 CFR 164.410, and any Security Incident of which it becomes aware. Such report shall be made without unreasonable delay and in no event later than seven (7) business days after Business Associate discovers or, by exercising reasonable diligence, would have discovered the Breach or Security Incident. The notification shall include, to the extent possible:

1. The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the Breach;
2. A brief description of what happened, including the date of the Breach and the date of discovery;
3. A description of the types of Unsecured Protected Health Information involved in the Breach;
4. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach; and
5. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against further Breaches.

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree to the same restrictions, conditions, and requirements that apply to Business Associate under this BAA.

(e) Make available PHI in a Designated Record Set to Covered Entity, or at the request of Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524.

(f) Make any amendment(s) to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526.

(g) Maintain and make available the information required to provide an accounting of disclosures to Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528.

(h) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).

(i) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services for purposes of determining compliance with the HIPAA Rules.

Section 3 -- Permitted Uses and Disclosures by Business Associate

(a) Business Associate may use or disclose PHI only as necessary to perform services for or on behalf of Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

(b) Business Associate may use or disclose PHI as Required by Law.

(c) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Business Associate may de-identify PHI in accordance with 45 CFR 164.514(a)-(c).

Section 4 -- Obligations of Covered Entity

Covered Entity agrees to:

(a) Notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(b) Notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(c) Notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(d) Not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity, except as permitted under Section 3 of this BAA.

Section 5 -- Term and Termination

(a) **Term.** This BAA shall be effective as of the date first set forth above and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with Section 5(d) of this BAA.

(b) **Termination for Cause.** Either party may terminate this BAA if the other party has materially breached any provision of this BAA and such breach has not been cured within thirty (30) days after written notice thereof. If the breaching party does not cure the breach or end the violation within the specified time period, the non-breaching party may terminate the Underlying Agreement.

(c) **Effect of Termination.** Upon termination of this BAA for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

(d) **Infeasibility of Return or Destruction.** If Business Associate determines that returning or destroying PHI is infeasible, Business Associate shall notify Covered Entity and shall extend the protections of this BAA 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.

Section 6 -- Miscellaneous

(a) **Regulatory References.** A reference in this BAA to a section in the HIPAA Rules means the section as in effect or as amended.

(b) **Amendment.** The parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

(c) **Survival.** The respective rights and obligations of Business Associate under Section 5(c) and Section 5(d) of this BAA shall survive the termination of this BAA.

(d) **Interpretation.** Any ambiguity in this BAA shall be interpreted to permit compliance with the HIPAA Rules.

(e) **Governing Law.** This BAA shall be governed by and construed in accordance with the laws of the State of New Jersey, to the extent not preempted by federal law.

(f) **Entire Agreement.** This BAA, together with the Underlying Agreement, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, and negotiations, both written and oral, between the parties with respect to the subject matter of this BAA.

(g) **No Third-Party Beneficiaries.** Nothing in this BAA shall confer upon any person other than the parties and their respective successors or assigns any rights, remedies, obligations, or liabilities whatsoever.

(h) **Notices.** All notices required or permitted under this BAA shall be in writing and delivered in accordance with the notice provisions of the Underlying Agreement.

Signatures

IN WITNESS WHEREOF, the parties have executed this Agreement, together with **Exhibit A (Rate Schedule)** and **Exhibit B (Business Associate Agreement)**, all of which together constitute one integrated Agreement, on the date first above written. The signatures below bind each party to this Agreement and to both Exhibits.

FT Partners LLC

By:  _____

Name: Franklin Tom Hogans

Title: CEO

Union County Educational Services Commission

By: _____

Name: _____