

MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”), dated as of April 17, 2023 (the “Effective Date”), is made by and between Children’s Village Management Services, LLC, a New York limited liability company, having an address for notice purposes of 1 Echo Hills Road, Dobbs Ferry, New York 10522 (the “Company”) and Bravehearts M.O.V.E New York Inc, a New York not-for-profit corporation, having an address for notice purposes of 121 Saratoga Avenue, Yonkers, NY 10705 (“Bravehearts”).

BACKGROUND

The Company is a wholly owned subsidiary of The Children’s Village, a New York not-for-profit corporation exempt from federal income tax as an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended. The Company has been established to provide the services described herein, and Bravehearts wishes to engage the Company to perform such services.

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

1. **Management Services.** The Company shall provide, or arrange for the provision of, the management and administrative services described in the Statement of Services attached as Exhibit A (the “Management Services”). The Company shall be the exclusive provider of such Management Services to Bravehearts. The Company may contract with third parties for the provision of services needed to perform its obligations under this Agreement.
2. **Term of Agreement.** The term of this Agreement shall be one (1) year, commencing on the Effective Date, unless sooner terminated as set forth herein, and shall automatically renew for successive one-year terms unless either party gives the other at least ninety (90) days’ prior written notice of its intention not to renew prior to the expiration of the then current term.
3. **Management Fees.** During the initial term of this Agreement, the management fee payable to the Company shall be the greater of (1) the blended indirect rate included in the contracts that fund Bravehearts, or (2) ten percent (10%) of the annual Bravehearts budget (the “Management Fee”). The Management Fee has been determined by the parties through good-faith and arms’-length bargaining based upon the fair market value of the Management Services. In order to reflect the range of services provided by the Company, the Management Fee may be modified from time to time upon the written consent of the parties.
4. **Responsibilities of the Company.** The Company shall not engage on behalf of Bravehearts in any activity that involves the practice of any licensed profession. The Company shall not interfere in any way with the exercise of professional judgment or in the care or counseling of clients by any professional practitioner. The Company shall not incur liability for any costs or expenses of Bravehearts.
5. **Responsibilities of Bravehearts.**
 - 5.1 **Services to Clients.** Bravehearts will continue to be the sole provider of its services delivered to its clients (“Bravehearts Services”) and will be solely responsible for Bravehearts Services.

5.2 Client Records. All records pertaining to Bravehearts Services are and at all times shall remain the property of Bravehearts. Bravehearts shall grant the Company access to the information contained in its records to the extent that access to such information is permitted by law and is required in connection with the Company's responsibilities hereunder. Following the termination of this Agreement for any reason, Bravehearts shall have the sole responsibility to keep and preserve all of its client records.

5.3 Exclusivity. During the term of this Agreement, Bravehearts shall not obtain management services from sources other than the Company without the Company's prior written consent; provided, however, that if the Company is unable or unwilling to render such services, Bravehearts shall be free to obtain such services from another source.

5.4 Disciplinary Actions. Each party shall disclose to the other party the existence of any proceeding against any party instituted by any plaintiff, governmental agency, or other regulatory entity which involves any allegation of substandard care or misconduct related to (a) the Management Services, or (b) Bravehearts Services.

6. Regulatory Matters. The parties shall cooperate with each other in the fulfillment of their respective obligations under this Agreement, and to comply with the requirements of law and with all ordinances, statutes, regulations, directives, orders, or other lawful enactments or pronouncements of any federal, state, municipal, local or other lawful authority applicable to Bravehearts' business, and of any insurance company insuring the parties against liability for accident or injury.

7. Insurance. Each of the parties shall obtain and maintain, at its expense, a comprehensive general liability insurance policy and such other insurance as may be required, in such amounts, with such coverages and with such companies as it may reasonably determine to be necessary and appropriate.

8. Indemnification.

(a) Bravehearts shall indemnify, defend, and hold harmless the Company, and each of the Company's officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by Bravehearts of this Agreement or any acts or omissions by Bravehearts in its performance of this Agreement, including, but not limited to, negligence of Bravehearts arising from or related to any of its acts or omissions to the extent that such is not paid or covered by the proceeds of insurance. Bravehearts shall immediately notify the Company of any lawsuits or actions, or any threat thereof, against Bravehearts or the Company that may become known to Bravehearts.

(b) The Company shall indemnify, defend, and hold harmless Bravehearts, and each of its officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, actions, lawsuits and other proceedings, judgments and awards, and costs and expenses (including court costs, reasonable attorneys' and consultancy fees), arising directly or indirectly, in whole or in part, out of any breach by the Company of this Agreement or any representations made by the Company in this Agreement, or any willful or grossly negligent act or omission by the Company in its performance of this Agreement, to the extent that such is not paid or covered by the proceeds of insurance. The Company shall immediately notify Bravehearts of any lawsuits or actions, or any threat thereof, against the Company or Bravehearts that may become known to the Company.

9. Confidentiality and Intellectual Property.

(a) Confidential Information Generally. For purposes of this Agreement, a party's "Confidential Information" shall mean all trade secrets and all confidential or proprietary information (including, without limitation, information of a business, financial, marketing, technical or other nature) pertaining to such party, its business, its assets, its financial results, its prospects, its Intellectual Property, its customers, or other parties with which it does business, including, without limitation, information or trade secrets of others that such party has agreed to keep confidential. Confidential Information shall not include any information of a party known generally by the public other than as a result of disclosure by or on behalf of the other party hereto (or its representative or agent) or a breach of the other party's confidentiality obligations. "Intellectual Property" means all (i) foreign and domestic patents, patent applications, patent disclosures and inventions, (ii) internet domain names, trademarks, service marks, trade dress, trade names, logos and corporate or company names (both foreign and domestic) and registrations and applications for registration thereof together with all of the goodwill associated therewith, (iii) copyrights (registered or unregistered) and copyrightable works (both foreign and domestic) and registrations and applications for registration thereof, (iv) computer software, data, data bases and documentation thereof, including rights to third-party software used in the business, (v) trade secrets and other confidential information (including ideas, compositions, inventions (whether patentable or unpatentable and whether or not reduced to practice), know-how, research and development information, drawings, specifications, designs, plans, proposals, technical data, copyrightable works, financial and marketing plans, and customer and supplier lists and information), (vi) other intellectual property rights, and (vii) copies and tangible embodiments thereof (in whatever form or medium).

(b) Company Confidentiality Obligation. Company covenants and agrees to, and shall cause its agents, representatives, officers, managers and employees to, treat and hold in confidence the Confidential Information of Bravehearts which comes into its possession by virtue of this Agreement and not, directly or indirectly, disclose, publish or otherwise make available to the public or to any person any of such Confidential Information or use any of such Confidential Information for its own benefit or for the benefit of any other person. For the avoidance of doubt, the confidentiality obligation described above shall survive any termination of this Agreement. The Company acknowledges and agrees that it has had and will have access to Bravehearts' Confidential Information under this Agreement which if disclosed or made public (except as required or permitted under this Agreement) would irreparably harm Bravehearts.

(c) Bravehearts Confidentiality Obligation. Bravehearts covenants and agrees to, and shall cause its agents, representatives, officers, managers and employees to, treat and hold in confidence the Confidential Information of the Company which comes into its possession by virtue of this Agreement and not, directly or indirectly, disclose, publish or otherwise make available to the public or to any person any of such Confidential Information or use any of such Confidential Information for its own benefit or for the benefit of any other person. For the avoidance of doubt, the confidentiality obligation described above shall survive any termination of this Agreement. Bravehearts acknowledges and agrees that it has had and will have access to the Company's Confidential Information under this Agreement which if disclosed or made public (except as required or permitted under this Agreement) would irreparably harm the Company

(d) Retention of Ownership of Confidential Information. Notwithstanding the foregoing, any Confidential Information of either party disclosed in connection with this Agreement or the transactions contemplated hereby shall remain the exclusive Confidential

Information of such party and entitled to the protections of this Section 9, notwithstanding its disclosure to and use by the other party.

(e) **Retention of Intellectual Property Rights.** Neither party is transferring, assigning or licensing any of its Intellectual Property rights (whether by ownership, license or otherwise) to the other party by virtue of this Agreement, and each party shall expressly retain all of its Intellectual Property rights otherwise disclosed or revealed to the other party in connection with this Agreement.

(f) **Other Intellectual Property Licenses.** Nothing in this Section 9 shall be deemed to supersede or modify any Intellectual Property licenses granted by or to either party to the other under any other agreement.

10. **Non-Solicitation.** Bravehearts shall not, during the term of this Agreement and for a period of two years from the date of termination or expiration of this Agreement, solicit for employment, verbally or in writing, employ or offer employment to any employee or former employee of the Company or its affiliates without the prior written consent of the Company.

11. **Termination.**

(a) Either party may terminate this Agreement at any time, with or without cause, by giving the other party ninety (90) days' prior written notice.

(b) Either party may terminate this Agreement immediately upon the occurrence of any of the following events with regard to the other party:

(i) the making of a general assignment for the benefit of creditors;

(ii) the filing of any voluntary or involuntary petition or the commencement of any proceeding by or against either party for any relief under any bankruptcy or insolvency laws, or any laws relating to the relief of debtors, readjustment of indebtedness, reorganization, composition or extension, which such petition or proceeding is not dismissed within ninety (90) days of the date on which it is filed or commenced;

(iii) suspension of the transaction of the usual business of either party for a period in excess of thirty (30) days; or

(iv) being subject to any financial sanction by any governmental body for the improper conduct in the provision of management services or other services described herein, or being convicted of a crime.

(c) Either party may terminate this Agreement upon thirty (30) days' prior written notice to the other party in the event of a material breach by the other party of any material term or condition hereof, if such breach is not cured to the reasonable satisfaction of the non-breaching party within thirty (30) days after the non-breaching party has given notice thereof to the other party.

(d) If, in the opinion (the "Opinion") of counsel mutually agreed upon by the parties, it is determined that it is more likely than not that applicable legislation, regulations, rules or procedures (collectively referred to herein as a "Law") in effect or to become effective as of a date certain, or an actual or threatened decision, finding or action by any governmental or private agency or court (collectively referred to herein as an "Action"), would, if or when implemented, have the effect of subjecting either party to civil or criminal prosecution under

state and/or federal laws, or other material adverse proceeding by virtue of this Agreement, then the Company or Bravehearts shall so inform the other party. The parties shall attempt in good faith to amend this Agreement to the minimum extent necessary in order to comply with such Law or to avoid the Action, as applicable, and shall utilize mutually agreed upon joint legal counsel to the extent practicable. If, within ninety (90) days of providing written notice of such Opinion to the other party, the parties acting in good faith are unable to mutually agree upon and make amendments or alterations to this Agreement to meet the requirements in question, or alternatively, the parties mutually determine in good faith that compliance with such requirements is impossible or unfeasible, then this Agreement shall be terminated without penalty, charge or continuing liability upon the earlier of the following: the date sixty (60) days subsequent to the date upon which any party gives written notice to the other party, or the effective date upon which the Law or Action prohibits the relationship of the parties pursuant to this Agreement.

12. Obligations After Termination. Except as otherwise provided herein or in any amendment hereto, following the effective date of termination of this Agreement:

(a) The Company shall cooperate with Bravehearts to help facilitate the appropriate transfer of management services;

(b) The Company shall continue to permit Bravehearts or its authorized representatives to conduct financial audits relating to the period this Agreement was in effect;

(c) The parties shall cooperate in connection with the termination or assignment of other contractual arrangements;

(d) Upon termination or expiration of this Agreement by either party, Bravehearts shall pay the Company any amounts owed to the Company hereunder as of the date of termination or expiration; and

(e) Upon termination or expiration of this Agreement, each party shall return to the other party any and all property of the other party which may be in the first party's possession or under its control.

13. Representations and Warranties of the Company. The Company hereby represents and warrants to Bravehearts that the Company is a limited liability company duly organized, validly existing and in good standing under the laws of the State of New York, and has the legal authority to render in the State of New York each type of management service described herein and in the Exhibits hereto.

14. Representations and Warranties of Bravehearts. Bravehearts hereby represents and warrants to the Company that:

14.1 Bravehearts is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and is duly licensed and qualified under all applicable laws and regulations to provide all of the services that it provides.

14.2 There are no actions or proceedings which are pending or, to the best knowledge of Bravehearts, threatened against Bravehearts except as disclosed on a Schedule to this Agreement.

15. Status of Parties. In the performance of the work, duties and obligations under this Agreement, each party shall at all times act and perform as an independent contractor with

respect to the other and no relationship of partnership, joint venture or employment is created by this Agreement. Except as expressly stated herein in connection with the provision of the management services to be provided by the Company herein, neither party is an agent for the other and shall not hold itself out as agent or have the authority to enter into any contract on behalf of the other party.

16. Force Majeure. Neither party shall be deemed to be in default of this Agreement if prevented from performing any obligation hereunder for any reason beyond its control, including, without limitation, acts of God, war, civil commotion, fire, flood or casualty, labor difficulties, shortages of or inability to obtain labor, materials or equipment, governmental regulations or restrictions, or unusually severe weather. In any such case, the parties shall negotiate in good faith with the goal of preserving this Agreement and the respective rights and obligations of the parties hereunder to the extent reasonably practicable. It is agreed that financial inability shall not be deemed a matter beyond a party's reasonable control.

17. Notices. Any notices to be given hereunder by either party to the other shall be deemed to be received by the intended recipient (a) when delivered personally, (b) the day following delivery to a nationally recognized overnight courier service with proof of delivery, or (c) three (3) days after mailing by certified mail, postage prepaid with return receipt requested, in each case addressed to a party at its address set forth on page 1 above or at any other address designated by a party in writing.

18. Entire Agreement. This Agreement, together with the Exhibits hereto, supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter of this Agreement. This Agreement may not be changed orally, and may only be amended by an agreement in writing signed by both parties.

19. No Rights in Third Parties. This Agreement is not intended to, nor shall it be construed to, create any rights in any third parties.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

21. Severability. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, that provision will be enforced to the maximum extent permissible, and the remaining provisions of this Agreement will remain in full force and effect, unless to do so would result in either party not receiving the benefit of its bargain.

22. Waiver. The failure of a party to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver or deprive that party of the right thereafter to that term or any other term of this Agreement.

23. Rights Unaffected. No amendment, supplement or termination of this Agreement shall affect or impair any rights or obligations which shall have theretofore matured hereunder.

24. Successors. This Agreement shall be binding upon and shall inure to the benefit of the parties, their respective heirs, executors, administrators and assigns.

25. Further Actions. Each of the parties shall hereafter execute and deliver such further instruments and do such further acts and things as may be required or useful to carry out the intent and purpose of this Agreement and as are not inconsistent with the terms hereof.

26. Non-Assignment. Neither party may assign this Agreement except with the prior written approval of the other party.

27. Counterparts; Facsimile Signatures. This Agreement may be executed in two counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument. This Agreement may be executed and delivered by exchange of emailed or faxed copies showing the signatures of the parties, and those signatures need not be affixed to the same copy. The emailed or faxed copies showing the signatures of the parties will constitute originally signed copies of the same agreement requiring no further execution.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Agreement as of the date first above written.

**Children's Village
Management Services, LLC**

Bravehearts M.O.V.E New York Inc

DocuSigned by:
Richard T. Goerg
9038858E678A49C
By: Richard T. Goerg

DocuSigned by:
Jessica Grimm
C146AAC6EA01A57
By: Jessica Grimm

Date: 6/26/2023

Date: 6/26/2023

EXHIBIT A

STATEMENT OF SERVICES

The Company shall provide, or arrange for the provision of, the following Management Services:

- Administrative Services: Maintain the corporate books and accounts of Bravehearts, process accounts receivable and payable, generate financial statements as needed to manage the corporation's affairs and comply with external audit and reporting requirements, draw down grant funds and provide expenditure reports to funders, provide assistance to program staff in completing the annual budget and ensure that management adheres to and/or modifies the budget, safeguard the assets of the corporation, including by maintaining bank accounts, assist Bravehearts in obtaining and maintaining required insurance coverage, and other tasks necessary and appropriate for the fiscal management of a non-profit corporation.
- Supplies: Procure program and office supplies, and all other goods and service required by Bravehearts, in accordance with Bravehearts' budget and with the control procedures maintained by the Company.
- Staffing: Provide staffing as agreed on an ongoing basis, charged to personal services budgets of Bravehearts' programs. Such staff members shall be engaged as employees of The Children's Village and assigned to work for Bravehearts, for a percentage of their time, up to 100%. Assignment of personnel under this section shall be by mutual agreement. Both parties shall communicate in onboarding, orientation and supervision to any employee of The Children's Village assigned to Bravehearts under this section the expectation that such employees owe the customary duties of care, diligence and loyalty to Bravehearts for those portions of their time that are allocated to Bravehearts' programs. Bravehearts assumes the customary responsibility of an employer to exercise reasonable care to protect the safety and well-being of any employee of The Children's Village assigned to Bravehearts under this section. Employees of The Children's Village assigned to Bravehearts under this section shall have the rights and responsibilities as set forth in the then current Employee Handbook of The Children's Village, and as may be updated and revised subsequent to the execution of this agreement.
- Executive Director: Staffing as described above may include the assignment of a Children's Village employee to act as Executive Director/CEO on behalf of Bravehearts. The parties understand and agree that such employee will exercise the powers of executive officer of Bravehearts in accordance with the corporation's by-laws, and that in making representations in that capacity with Children's Village or with third parties on Bravehearts' behalf, is fully empowered to do so. The parties further understand that such employee, when acting in the capacity of Executive Director/CEO, has a fiduciary responsibility to Bravehearts.

EXHIBIT B

Business Associate Agreement

This Business Associate Agreement (the "Agreement") is entered into by and between Children's Village Management Services, LLC, a New York limited liability company, having an address for notice purposes of 1 Echo Hills Road, Dobbs Ferry, New York 10522 (the "Company") and Bravehearts M.O.V.E New York Inc, a New York not-for-profit corporation, having an address for notice purposes of 121 Saratoga Avenue, Yonkers, NY 10705 ("Bravehearts," and together with Company, the "Parties"), and is effective as of the last date entered below.

Background

1. The Company will provide services to Bravehearts pursuant to the attached Management Services Agreement (the "Services").
2. Bravehearts may obtain Protected Health Information (as that term is defined in 45 CFR Part 160.103) ("PHI") of those individuals to whom it provides services, and as such it may be deemed to be a Covered Entity (the "Covered Entity") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (the "HITECH Act").
3. In the performance of the Company's Services, Covered Entity may disclose to the Company PHI in the custody and control of Covered Entity, in which case the Company will be deemed to be a Business Associate (the "Business Associate") under HIPAA and the HITECH Act.
4. In the course of providing the Services, Business Associate may use and further disclose such PHI, or create additional PHI, in the performance of its Services on behalf of Covered Entity.
5. Covered Entity and Business Associate each desire to set forth their respective rights and obligations with respect to the use and disclosure of PHI in order to comply with the requirements of HIPAA and the HITECH Act, including all applicable regulations issued by the Department of Health and Human Services ("HHS").

NOW, THEREFORE, Business Associate and Covered Entity agree as follows:

1. **Definitions.** Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA and/or the HITECH Act regulations. Unless specifically indicated, all provisions herein are pursuant to the HIPAA and HITECH Act regulations regarding Business Associate agreements only. *Any prospective amendment to the laws referenced in this agreement prospectively amend this agreement to incorporate said changes by Congressional act or by regulation of the Secretary of HHS.*

1.1 Designated Record Set. "Designated Record Set" has the same meaning as the term "designated record set" has in 45 CFR §164.501.

1.2 Individual: "Individual" shall have the same meaning as the term "individual" in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.3 Privacy Rule: "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E, as amended by the HITECH Act.

1.4 Protected Health Information: "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103 (as amended by the HITECH Act), limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.5 Required by Law: "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

1.6 Secretary: "Secretary" shall mean the Secretary of the U.S. Department of Health and Human Services or his designate.

1.7 Security Rule: "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C, as amended by the HITECH Act.

1.8 Unsecured Protected Health Information: "Unsecured Protected Health Information" shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in regulations or as otherwise defined in the §13402(h) of the HITECH Act.

1.9 Breach: "Breach" shall have the same meaning as the term "breach" has in §13400 of the HITECH Act and 45 CFR 164.402, wherein breach is defined to mean the acquisition, access, use, or disclosure of protected health information in a manner not otherwise permitted under HIPAA or the HITECH Act which compromises the security or privacy of the protected health information.

1.9.1 For purposes of this definition, "compromises the security or privacy of the protected health information" means poses a significant risk of financial, reputational, or other harm to the individual.

1.9.2 A use or disclosure of protected health information that does not include the following information does not, by definition, compromise the security or privacy of the protected health information: names; postal address information; zip code; telephone numbers; fax numbers; electronic mail addresses; social security numbers; and medical record numbers.

1.9.3 The term Breach specifically excludes:

(i) Any unintentional acquisition, access, or use of protected health information by a workforce member or person acting under the authority of a

covered entity or a business associate, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under HIPAA or the HITECH Act.

(ii) Any inadvertent disclosure by a person who is authorized to access protected health information at a covered entity or business associate to another person authorized to access protected health information at the same covered entity or business associate, or organized health care arrangement in which the covered entity participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under HIPAA or the HITECH Act.

(iii) A disclosure of protected health information where a covered entity or business associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

2. **Obligations and Activities of Business Associate.** The parties agree as follows:

2.1 Business Associate shall comply with the requirements of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. §§17921-17954, which are applicable to business associates, and shall comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which Business Associates are required to comply with such referenced statutes and HHS regulations.

2.2 Business Associate understands that the HITECH Act has made certain provisions of HIPAA directly applicable to all business associates, including requirements for implementation of administrative, physical, and technical safeguards for maintaining the privacy and security of PHI, and application of civil and criminal penalties for violation of HIPAA or the HITECH Act.

2.3 Business Associate agrees to not use or further disclose PHI other than as permitted or required in the performance of its Services to Covered Entity, or as otherwise required by Law.

2.4 Business Associate agrees to use appropriate privacy safeguards to prevent use or disclosure of the PHI other than in connection with the Services provided to the Covered Entity, and to maintain the integrity and confidentiality of any PHI transmitted by Covered Entity to Business Associate for the purpose of obtaining services or system support from Business Associate.

2.5 Business Associate agrees to use all commercially reasonable efforts to maintain the security of the PHI and to prevent unauthorized use and/or disclosure of the PHI. Such security measures shall, at a minimum:

2.5.1 Implement HIPAA-compliant administrative, physical and technical safeguards, as defined by 45 CFR 164.304, that reasonably and appropriately protect the confidentiality, integrity and availability of the Covered Entity's electronic PHI that the Business Associate accesses, maintains, creates, receives, retains, modifies, records, stores,

destroys, or otherwise holds, uses, or discloses; and

2.5.2 Ensure that any agent, including a subcontractor, to whom the Business Associate provides such information or access thereto agrees in writing to implement reasonable and appropriate safeguards to protect it.

2.6 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

2.7 Business Associate will make a report to the Covered Entity of any Breach or other use or disclosure, or improper or unauthorized access or acquisition of unsecured Protected Health Information, as required by 42 U.S.C. §§ 17932 (b), within five (5) business days of Business Associate's discovery of the Breach. This notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Breach. Business Associate shall indemnify Covered Entity for any reasonable expenses Covered Entity incurs in notifying individuals of a breach caused by Business Associate or its subcontractors or agents.

2.8 Business Associate agrees to make all reasonable efforts to ensure that any agent, including a subcontractor, to whom it provides PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions, including the implementation of reasonable and appropriate security safeguards, that apply through this Agreement to Business Associate with respect to such information.

2.9 Business Associate agrees to provide access, at the reasonable request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

2.10 Business Associate agrees to, at the request of, and in a reasonable time and manner designated by the Covered Entity, make any amendment(s) to the PHI that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of the Covered Entity or an individual and confirm such change in writing in a timely manner.

2.11 Business Associate agrees to make available to the Secretary of HHS, or his designee, or to Covered Entity, during Business Associate's normal business hours, the internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Privacy Rule. Business Associate also agrees to make available to the Secretary of HHS, or his designee, its policies, procedures, and documentation relating to its reasonable and appropriate security safeguards of the PHI, for purposes of the Secretary determining Covered Entity's compliance with the HIPAA Security Rule.

2.12 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.13 Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner designated by Covered Entity, information collected in accordance

with the Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

2.14 Business Associate understands and agrees that, pursuant to the HITECH Act, if Business Associate knows of a pattern of activity or practice that constitutes a material breach or violation of the Covered Entity's obligation under the contract or other arrangement, Business Associate must take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Business Associate must terminate the contract or arrangement, if feasible; if termination is not feasible, Business Associate must report the problem to the Secretary of HHS.

3. **Permitted Uses and Disclosures by Business Associate.** Except as otherwise limited in this Agreement, Business Associate may use or disclose PHI on behalf of, or to provide services to, Covered Entity, as required in connection with the performance of the Services, provided that such use or disclosure would not violate the HIPAA Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity, to the extent they are made known to the Business Associate. In addition:

3.1 Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate, and to fulfill any present or future legal responsibilities of Business Associate.

3.2 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate, and to fulfill any present or future legal responsibilities of Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that (i) the information will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and (ii) the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

3.3 Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1).

4. **Obligations of Covered Entity.** Covered Entity agrees as follows:

4.1 Covered Entity shall notify Business Associate of any limitations in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

4.2 Covered Entity shall notify Business Associate of any changes in, or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

4.3 Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

4.4 Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity (except

data aggregation and management and administrative activities of Business Associate).

5. **Term and Termination.** The parties agree as follows:

5.1 **Term.** This Agreement shall become effective as of the date of execution of this Agreement by Covered Entity, and shall terminate when 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 the termination provisions in this Section.

5.2 **Termination for Cause.** Upon Covered Entity's knowledge of a material breach of this Agreement by Business Associate, Covered Entity shall provide a reasonable time for Business Associate to cure the breach. If Business Associate does not cure the breach within such reasonable time, or if cure is not feasible, Covered Entity may terminate the Services immediately, but the Covered Entity shall remain responsible for any and all fees for Services rendered prior to such termination.

6. **Effect of Termination.**

6.1 Except as provided in section 6.2 below, upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

6.2 In the event that Business Associate determines that returning or destroying the PHI is not feasible, Business Associate shall provide to Covered Entity written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible.

7. **Miscellaneous.**

7.1 **Regulatory References.** A reference in this Agreement to a section in the HIPAA Privacy or Security Rules means the section as in effect or as amended, and for which compliance is required.

7.2 **Amendment.** The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of the HIPAA Privacy and Security Rules and HIPAA, as it relates to Business Associate's performance thereunder.

7.3 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Privacy and Security Rules.

7.4 **Survival.** The respective rights and obligations of Business Associate under sections 2, 3, and 6 of this Agreement shall survive the termination of this Agreement as long as

Business Associate and its subcontractors or agents are in possession of any Covered Entity PHI.

[The rest of this page is intentionally left blank.]

7.5 No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**Children's Village
Management Services, LLC**

DocuSigned by:

9038B69E67BA49C
By: Richard T. Goerg

Bravehearts M.O.V.E New York Inc

DocuSigned by:

C146AAC6FA01457
By: Jessica Grimm

Date: 6/26/2023

Date: 6/26/2023

Amendment No. 1

This Amendment No. 1 (the “Amendment”) to the Management Agreement between Children’s Village Management Services, LLC, a New York limited liability company, having an address for notice purposes of 1 Echo Hills Road, Dobbs Ferry, New York 10522 (the “Company”) and Bravehearts M.O.V.E New York Inc, a New York not-for-profit corporation, having an address for notice purposes of 746 Hewitt Lane, New Windsor, New York 12553 (“Bravehearts”), dated as of April 17, 2023 (the “Agreement”), is made effective as of the last date entered below.

Background

1. Under Section 3 of the Agreement, Bravehearts pays a Management Fee to the Company for Management Services. The Management Fee is calculated with reference to the indirect overhead rate included in Bravehearts’ contracts.
2. Bravehearts has received an award notice from the New York State Office of Children and Family Services (“OCFS”) in connection with CRER #710 Foster Care Youth Warmline (the “Warmline Award”).
3. Bravehearts and OCFS intend to enter into a contract for the services described in the Warmline Award (the “Warmline Contract”).
4. Under the Warmline Contract, it is anticipated that OCFS will pay Bravehearts on or around \$22,727.00 annually as compensation for indirect overhead costs (the “Warmline Overhead Amount”).

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Company and Bravehearts agree as follows:

1. **Management Fees.** For the avoidance of doubt, and consistent with Section 3 of the Agreement, Bravehearts shall remit the Warmline Overhead Amount to the Company as payment for the Company’s Management Services. Nothing in this section or Amendment will release Bravehearts from any other obligations it has under Section 3 of the Agreement or otherwise under the Agreement.
2. **No Alterations.** This Amendment shall not otherwise alter or amend the Agreement.

The rest of this page is intentionally left blank.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have executed this Amendment.

**Children's Village
Management Services, LLC**

DocuSigned by:
Richard T. Goerg
9038958E678A49C
By: Richard T. Goerg

Date: 12/8/2023

Bravehearts M.O.V.E New York Inc

DocuSigned by:
Jessica Grimm
C146AAC6EA01457
By: Jessica Grimm

Date: 12/8/2023