



SERVICES AGREEMENT AND LICENSE

School-Based Software and Services

“Effective Date”	The date on which all both Relay and Customer have executed this Agreement.
“Customer”:	Caldwell School District
Customer Address:	1200 Grant Street, Caldwell ID 83605
“Administrative Support Activities”:	Track and maximize Medicaid reimbursements for providing medically necessary health care services to Medicaid-eligible students.
“Relay”:	RELAYHUB, LLC, a Delaware limited liability company
“Relay Address”:	400 Metacom Avenue Suite 507, Bristol RI 02809
“System”:	Podium: Portal and Claim Management System for Medicaid Reimbursements



This Services Agreement and License (this “**Agreement**”) is made by and between Relay and Customer. Each of Relay and Customer are referred to herein as a “**Party**” and collectively, the “**Parties**.”

WHEREAS, Customer is an educational institution that uses software to facilitate its Administrative Support Activities;

WHEREAS, Relay owns a proprietary, software-based System that is used by educational institutions to facilitate their administrative support activities;

WHEREAS, on the terms and conditions set forth herein, Customer desires to use the System to facilitate its Administrative Support Activities, and Relay desires to provide the System and certain Services (as defined below) to Customer.

NOW, THEREFORE, for good and valuable consideration, the receipt and receipt of which is hereby acknowledged, the Parties hereto do mutually agree as follows.

1. **Services and License.**

1.1 **Services.** Relay will provide the services set forth in Section 3 below and described on Schedule A attached hereto (hereinafter “**Services**”). Customer will be responsible for the actions set forth on Schedule B attached hereto, each of which is necessary in order for Relay to provide the Services. At the Customer’s option, and subject to acceptance by Relay, the Customer may purchase additional services from Relay (which, upon purchase, shall be deemed Services to the Customer under this Agreement) for which additional fees shall apply as set forth on a pricing schedule agreed in a signed and approved amendment to this Agreement

1.2 **License.**

(a) **License to Use the System.** In connection with Relay providing the Services, Relay grants to Customer a limited term, limited use, non-exclusive, and non-transferable license (the “**License**”) to use the System and all related documentation during the Term, as defined below, solely for purpose of facilitating the Administrative Support Activities. Customer may not, and the License does not include the right to: (a) lease, loan, resell, sublicense, or otherwise allow access to the System to any third party other than Customer’s employees and authorized personnel (“**Users**”); (b) use the System to provide or operate application service provider, service bureau, marketing, outsourcing services, or consulting services, or to otherwise commercially exploit the System; (c) use the System to develop any service that is competitive with the System; (d) publish or otherwise distribute passwords to the System except to its personnel, agents, or duly authorized Users, or (e) use an unauthorized password to access the System. Customer shall notify Relay if it becomes aware of any unauthorized third-party access to, or use of, the System. Relay shall own all right, title, and interest to all data developed in connection with the Services (the “**Licensed Data**”) subject to its confidentiality obligations in this Agreement. Customer is hereby granted the perpetual, irrevocable, royalty-free right and license to use all Licensed Data for any purpose during the term of this Agreement and at any time thereafter. Notwithstanding the foregoing, Relay shall



not share, license, sell or otherwise provide the Licensed Data to any third party. For purposes of clarity, Relay shall only be permitted to use the Licensed Data for the purpose of gathering information on an anonymous basis for internal purposes. This provision shall survive termination of the Agreement.

1.3 Customer acknowledges and agrees that the software licensed to Customer pursuant to the License and the ideas, methods of operation, processes, know-how, aesthetic aspects, sub-systems, and modules included therein, the graphical user interfaces therefor, and the look and feel of such software and System are proprietary materials which contain valuable trade secrets and other intellectual property (the “**Intellectual Property Rights**”) and that all Intellectual Property Rights are owned exclusively by Relay.

1.4 Customer acknowledges and agrees that Relay shall retain all right, title, and interest in and to all Intellectual Property Rights and modifications or enhancements thereto, subject to any license granted under the Agreement. Customer may develop and own software which interfaces with the Relay software as long as Customer’s software does not contain or use any Relay object code or source code.

2. Compensation.

2.1 For the Services and the License granted hereby, Customer agrees to pay Relay the fees set forth in Schedule C attached hereto (the “Fees”) which are stated exclusive of taxes.

2.2 The Customer shall remit payment for all Fees within 30 days of the date of an invoice from Relay. Relay reserves the right to administer a late charge of 2% for each month or part of a month that payment is overdue, but not greater than the highest amount permitted by applicable law.

2.3 Relay shall add applicable sales tax on the Fees unless the Customer is exempt from paying sales tax and provides adequate documentation of such exemption to Relay.

2.4 If applicable laws require the withholding of taxes by Customer under this Agreement, Customer shall notify Relay and Relay shall provide documentation necessary to eliminate the withholding requirement; provided that if Relay is not able to reasonably satisfy Customer that withholding is not required, then Customer shall withhold and remit the required tax to the proper governmental authority.

2.5 To enable electronic billing, Customer shall be required to complete Schedule D attached hereto.

2.6 Relay may increase some or all of the Fees effective for subsequent Renewal Terms (as defined below) but only if it gives written notice thereof to Customer more than 30 (thirty) days before the end of the Initial Term (as defined below) or any Renewal Term.

3. Staffing, Point Persons and Set-Up.

3.1 Staffing and Point Persons. Relay will provide staff to perform the Services in accordance with its normal staffing practices. For purposes of handling communications between the Parties with respect to the Services, point persons will be designated by the respective Parties in writing within 15 days after the Effective Date and may be changed from time to time by the appropriate Party.

3.2 Data Format. To achieve streamlining of data from Customer's system into the System, Customer agrees to provide data in accordance with Relay's data format guidelines (list of guidelines can reviewed at relayhub.com/dataguidelines). Delays by Customer in providing data in the required format will result in a delay in the implementation of the System.

3.3 Implementation. Upon execution of this Agreement, Relay shall begin configuration of the System for purposes of implementing and allowing access to the System by Customer in accordance with the terms of this Agreement. Upon completion of testing and implementation of the System ("**Implementation**"), Customer will have access to the System for the purpose to be used in accordance with the License

3.4 System Up-Time Levels.

(a) Relay will use commercially reasonable efforts to ensure System is available to the Customer according to the standards outlined in this Agreement, exclusive of any maintenance periods. Relay may require the interruption of access to the System for maintenance purposes and Relay will use commercially reasonable efforts to conduct all such maintenance during scheduled maintenance windows from Monday - Friday, 8:00 PM ET – 3:00 AM ET, and Friday 8:00 PM ET to midnight Sunday ET. Relay will use commercially reasonable efforts to notify the Customer of scheduled downtime expected to exceed sixty (60) minutes at least seventy-two (72) hours in advance.

(b) Relay will use commercially reasonable efforts to provide Customer with access to the System at least 99.9% of uptime during normal business hours of Customer, as measured annually, excluding planned downtime and maintenance. Relay will use reasonable efforts to notify Customer within one hour of any known and verified unscheduled downtime of the System and provide status updates periodically until the System is restored. Relay will immediately notify Customer when the service is restored.

(c) Relay will promptly respond to Customer's reasonable inquiries regarding the System and issues encountered in connection therewith. Relay shall provide such assistance to customers during standard business hours Monday - Friday from 8:00 AM to 5:00 PM EST via email at help@relayhub.com. Relay will use commercially reasonable efforts to respond to and resolve any of Customer's inquiries in a timely manner.

3.5 Training.

(a) Relay shall conduct training of Users at such times and in accordance with its training procedures following Implementation for a period to be determined by Relay not to exceed thirty (30) days (“**Training**”).

(b) Relay shall give written notice to Customer upon completion of Training. Any additional testing or training requested by Customer shall be at the cost and expense of Customer, including payment of Relay’s applicable training fee(s) and reimbursement of any costs and expenses incurred by Relay, including travel, lodging and meals.

4. **Term and Termination.**

4.1 **Term.** The initial term of this Agreement (the “**Initial Term**”) shall commence on July 1, 2026, and shall continue for a period of three (3) years through June 30, 2029. Thereafter, this Agreement will automatically renew for successive three (3) year periods (each, a “**Renewal Term**”) unless either Party provides written notice of its intention not to renew no less than ninety (90) days prior to the end of the Initial Term or a Renewal Term as applicable. The Initial Term and all Renewal Terms are referred to as the “**Term**.”

4.2 **Termination for Cause.** Either party may terminate this Agreement, effective upon written notice to the other party (the “**Defaulting Party**”), if the Defaulting Party:

(a) materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach; or

(b) (i) becomes insolvent or admits its 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; (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; or

For the avoidance of doubt, Customer’s failure to pay Fees owed hereunder within 30 days of the due date shall be considered a material breach.

4.3 **Effect of Termination or Expiration.** Upon expiration or termination of this Agreement:

(a) Relay shall cease to perform the Services;

(b) The License and Customer’s access to the System and any related documentation shall terminate;

(c) if such termination is due to Customer’s breach, Relay shall declare all amounts owed to Relay by Customer for the entire Term to be immediately due and payable;



(d) if such termination is due to Relay's breach, Customer shall pay Relay's outstanding invoices and Customer shall have no further payment obligations to Relay under the Agreement.

Certain provisions set forth in the Terms and Conditions (as defined below) shall survive after termination of the Agreement.

5. Notices. All notices given by either Party to the other Party under the Agreement shall be in writing and personally delivered or sent by guaranteed overnight courier or certified mail, return receipt requested, to the other Party's President or Chief Executive Officer or person holding the equivalent position at its address set forth above or such other person or address as a Party may indicate in writing from time to time. Such notice shall be copied via email to support@relayhub.com

6. Additional Terms and Conditions. The Terms and Conditions at <https://relayhub.com/relay-terms-and-conditions/> (the "**Terms and Conditions**") are incorporated into this Agreement and made a part hereof by this reference.

[Signatures Follow on the Next Page]



IN WITNESS WHEREOF, the Parties have executed this Agreement by their signatures below.

RELAYHUB, LLC.

Caldwell School District

By: _____
(Signature)

By: _____
(Signature)

Name: Amanda Davis

Name: _____

Title: VP, Sales

Title: _____

Date: _____

Date: _____



SCHEDULE A
RELAY OBLIGATIONS – MEDICAID REIMBURSEMENT

These are the processing steps Relay will perform:

1. Relay will provide the Customer with access to the System as described in the Agreement.
2. Relay will return to the Customer any and all logs and/or claims that it deems have insufficient information to formulate a claim and/or are otherwise noncompliant with applicable law regarding appropriate Medicaid billing. Relay will support the Customer with direction on how to bring such logs and/or claims into compliance.
3. Relay will provide reasonably timely electronic claims processing for the Customer's claims.
4. Relay will provide quarterly management reports to the Customer to highlight reimbursement trends and optimization opportunities.

RELAY OBLIGATIONS – MANAGED SERVICES PLAN

These are services that Relay will perform:

1. Manage Eligibility Submissions
 - a. Relay will verify and submit eligibility requests monthly on behalf of the Customer.
2. Claims Creation and Submissions
 - a. Relay will submit all verified services to the state on behalf of the Customer on a mutually agreed upon time frame that is no more than a monthly basis.
3. Pending Claims Clean up
4. Relay will review pending claims on a quarterly basis to resolve issues and submit verified claims to the state on behalf of the Customer Denial and void management.
 - a. Relay will review denied claims on a monthly basis and will resolve denials to resubmit verified claims to the state on behalf of the Customer. Relay will support the Customer with the void process and confirm void has been accepted with the state on behalf of the customer.
5. Import of Services
 - a. Relay will import services from verified third party systems and submit verified claims to the state on behalf of the customer.
6. Claims status and Revenue reporting twice annually



- a. Relay will provide twice annual reporting to the customer to highlight reimbursement trends and optimization opportunities.
7. Claims Year over Year Analysis
 - a. Relay will provide an end of year report to the customer identifying reimbursement trends and areas of growth in comparison to the previous year.
8. Administrative series training
 - a. Relay requires customers to attend a three-part administrative training series to develop a foundational understanding of the Relay system.
9. Delivery of Provider training – Train the Trainer Model
 - a. Relay will train designated District leads to cascade provider training to all staff members. Resources, guides and videos will be provided to the Customer.

PRESCRIPTION MANAGEMENT SUPPORT

Enhanced

Relay will deliver monthly reports to the Customer, identifying which students require a prescription. The Customer will share data with Relay regarding signed documentation that meets state guidelines. Relay will update the Relay system with signed dates to build verified claims.

SCHEDULE B **CUSTOMER OBLIGATIONS - MEDICAID**

1. Customer will maintain current provider enrollment with the appropriate state Department that oversees Schools Based Medicaid.
2. Customer will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the Customer
3. Customer will ensure it is using licensed providers as required under the program and that information pertaining to licensure is available when necessary. Customer will ensure it is enrolling ORP providers within State Medicaid as required under the program information pertaining state specific programs.
4. Customer will have a minimum of 1 (one) person designated as the Medicaid Coordinator for the Customer, and the Medicaid Coordinator will follow Relay administrative guidelines and attend the three part Administrative Training Series.
5. Customer will identify additional stake holder(s) contacts for Relay for high level communication and escalation;



6. Customer will identify a minimum of 1 (one) person designated to train the train model for annual refreshers and new staff hires.
7. Customer will communicate changes in Customer administration to Relay in a timely manner;
8. Customer will ensure it is complying with all areas of participation in the Customer Medicaid Assistance Program including active participation in:
 - (a) Collection of Parental Consents; Goal set of 85% of parental consent for students collected.
 - (b) Collection of Prescriptions; Goal set of 85% prescriptions collected.
 - (c) Compliance with State and Federal Regulations, statutes, and documentation retention requirements applicable to the Customer Schools based Medicaid Program;
 - (d) Timely submission of Medicaid claim information (both electronic and paper) within 30 (thirty) days from date of service provision;
 - (e) Maintain HIPAA compliance when communicating with Relay staff (email, Basecamp, etc.);
 - (f) Customer to address data gaps from reports provided by Relay in a timely manner.

The Relay team is dedicated to streamlining data transfer from the current district platform(s) into the Relay system. To achieve this effectively during your implementation your district agrees to:

- Best effort to provide data matching the file format (template) provided by the implementation team.
- Using the file templates provided, provide data export samples of student, IEP (Individualized Education Plan) data, and provider data at or within two weeks of technical kickoff.
- Deliver data into the designated shared folder on agreed upon schedule.
- Make technical resources and system export capabilities available in accordance with the implementation schedule.

- Make reasonable data entry process changes at the district level for standardization of data provided to Relay. For Example: Upon reviewing your districts data set, we may see the same data being inputted inconsistently (I.e., 90 minutes being inputted as 1.5 hours), we would ask that the district input data consistently going forward and complete a one-time data cleanup)

Delays by the district to provide this information and resources will result in a delay in the implementation of a fully functioning solution until the district can effectively address and resolve data discrepancies.



SCHEDULE C

FEES - MEDICAID

Relay Pricing	Year 1	Year 2	Year 3
Subscription Fee The “Annual Flat Fee” to be remitted to Relay within 30 days of Customer’s receipt of an invoice. The Annual Flat Fee shall become payable upon execution of this Agreement.	\$16,223	\$16,710	\$17,211
Enhanced Prescription Management	\$3,000	\$3,000	\$3,000
Customization not included in contract proposal. All additional customization requests are done thru a change request order based on a need’s assessment as agreed by Customer and Relay. All customization requests will be reviewed with our developers and additional pricing may apply @ \$200 per hour.	TBD		
Total	\$19,223	\$19,710	\$20,211

All state mandated changes are configured at no charge to the Customer throughout the Term. Any trainings, professional development, or additional services requested by the District beyond those expressly included in this Agreement shall be provided at an additional cost, subject to mutual written agreement.



SCHEDULE D

ELECTRONIC INVOICING INFORMATION SHEET

Electronic Invoicing Information Sheet		
FOR ELECTRONIC INVOICING		
Name:		
School Customer: Caldwell School District		
Phone:		
Email:		
Address:		
City:	State:	Zip Code:
Special Instructions/PO#		

Please complete contact information for submission of invoices



1. BUSINESS ASSOCIATE AGREEMENT

RELAYHUB, LLC. (Hereinafter referred to as “Relay”)
400 Metacom Avenue
Suite 507, Bristol, RI 02809

Caldwell School District (Hereinafter referred to as “District” or “Customer”)
1502 Fillmore Street
Caldwell, ID 83605

This Business Associate Agreement is hereby entered into by and between Relay and Customer, as of the date executed by Customer and recorded on the signature page below (“Effective Date”).

This Business Associate Agreement (“BAA”) supplements and amends the Service Agreement for School-Based Medicaid Billing, entered into by and between Relay and Customer, dated July 1, 2026, (hereinafter “Services Agreement”) under which Relay is providing certain Medicaid billing services (“Services”) for Customer. This BAA shall be incorporated into the Services Agreement, as if it set forth in its entirety therein, and except to the extent modified in this BAA, all terms and conditions set forth in the Services Agreement shall remain in full force and effect and govern the Services provided by Relay to Customer. Notwithstanding the foregoing, in the event of a conflict between the terms of this BAA and the Services Agreement, solely as it relates to the parties’ obligations hereunder, the terms and conditions of this BAA shall prevail.

Relay and Customer are entering into this BAA in order for both parties to meet their respective obligations as they become effective and binding upon the parties under the HIPAA Privacy, Security, and Breach Notification Rules along with any implementing regulations including those implemented as part of the Omnibus Rule (collectively referred to as the “HIPAA Rules”), under which Customer is a “Covered Entity” or “Business Associate” and Relay is a “Business Associate” of Customer. For purposes of this Agreement, any references, hereinafter, to Business Associate shall be deemed references to Relay.

Definitions:

Capitalized terms used but not otherwise defined in this BAA shall have the same meaning as ascribed to those terms in HIPAA Rules.

- a. “Breach” shall have the same meaning as set forth in 45 CFR §164.402.
- b. “Business Associate” shall mean the Business Associate entity identified above to the extent it receives, maintains, or transmits Protected Health Information in delivering Services to Customer.
- c. “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996.

- d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR §160 and §164, Subparts A and E.
 - e. "Protected Health Information" or "PHI" shall have the same meaning as the term 'protected health information' in 45 CFR §160.103 and shall be limited to the PHI created by Business Associate on behalf of Customer or received from or on behalf of Customer pursuant to the Services Agreement.
 - f. "Security Incident" shall have the same meaning as set forth in 45 CFR §164.304.
 - g. "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 CFR § 164, Subparts A and C.
 - h. "HITECH Act" shall mean the applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and including any implementing regulations.
2. Obligations and Activities of Business Associate.
- a. Business Associate agrees to not Use or further Disclose PHI other than as permitted or required by this BAA or as required by law.
 - b. Business Associate agrees to use appropriate safeguards designed to prevent Uses or Disclosures of the PHI other than as provided for by this BAA or the Services Agreement.
 - c. Business Associate agrees to implement and maintain procedures that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI, and consistent with and as required of business associates by the HIPAA Rules. However, it shall be the responsibility of Customer and not Business Associate to comply with requirements under 45 CFR §164.312 to implement encryption or decryption mechanisms for electronic PHI maintained on physical media (e.g. tapes) stored by Business Associate.
 - d. Business Associate agrees to promptly report to Customer any Security Incident, Breach, or other Use or Disclosure of PHI of which it becomes aware that is not permitted or required by this BAA or the Services Agreement. In the event of a Breach, such notification shall be made in accordance with and as required of a business associate by the HIPAA Rules, including without limitation pursuant to 45 CFR 164.410. Business Associate will provide reasonable assistance and cooperation in the investigation of any such Breach and shall document the specific PHI which have been compromised, the identity of any unauthorized third party who may have accessed or received the PHI, if known, and any actions that have been taken by Business Associate to mitigate the effects of such Breach.
 - e. Business Associate agrees to require any agent or subcontractor, to whom it delivers PHI for the purposes of assisting in providing services pursuant to the Services Agreement, to enter into a written agreement requiring such agent or subcontractor to provide privacy and security protections to such PHI at least as stringent as those required of Business Associate through this BAA.
 - f. If Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer so requests, Business Associate agrees to provide access to

such PHI to Customer by retrieving such PHI in accordance with the terms and conditions of the Services Agreement, so the Customer may respond to an Individual in order to meet the requirements of 45 CFR §164.524.

- g. Business Associate agrees that if an amendment to PHI in a Designated Record Set is required, if Business Associate has custody of PHI in a Designated Record Set with respect to Individuals, and if Customer instructs Business Associate to retrieve such PHI in accordance with the Services Agreement, Business Associate shall perform such service so that Customer may make any amendment to such PHI as may be required by either Customer or an Individual pursuant to 45 CFR §164.526.
- h. Business Associate agrees to document and make available to Customer the information required to provide an accounting of Disclosures of PHI, provided that Customer has provided Business Associate with information sufficient to enable Business Associate to know which records or data received from or on behalf of Customer by Business Associate contain PHI. The documentation of Disclosures shall contain such information as would be required for Customer to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR §164.528 or other provisions of the HIPAA Rules.
- i. Unless otherwise expressly agreed in the Services Agreement, Business Associate shall promptly notify Customer of any requests by Individuals for access to or knowledge or correction of PHI, without responding to such requests, and Customer shall be responsible for receiving and responding to any such Individual requests.
- j. To the extent the Business Associate is to carry out one or more of Customer's obligation(s) under Subpart E of 45 CFR §164, Business Associate shall comply with the requirements of Subpart E that apply to Customer in the performance of such obligation(s).
- k. Business Associate agrees to make its internal practices, books, and records available to the Secretary of Health and Human Services ("Secretary") for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may only Use or Disclose PHI as necessary to perform Services for, or on behalf of Customer pursuant to the Services Agreement.
- b. Business Associate may Use or Disclose PHI as required by law.
- c. Business Associate agrees to make reasonable efforts to limit PHI to the minimum necessary to accomplish the intended purpose of the Use, Disclosure, or request.
- d. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR §164 if done by Customer.
- e. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the 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 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.

4. Obligations of Customer.

- a. Customer shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the HIPAA Rules if done by Customer or Business Associate. Customer shall not direct Business Associate to act in a manner that would not be compliant with the HIPAA Rules.
- b. Customer shall notify Business Associate of any limitation(s) in its notice of privacy practices of Customer in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.
- c. Customer shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.
- d. Customer shall notify Business Associate in writing of any restriction to the Use or Disclosure of PHI that Customer 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.
- e. Customer agrees that it will respond to a Covered Entity's or Individual's request for an accounting of disclosures of electronic health records under 45 CFR §164.528 in accordance with Section 13405(c)(3)(A) of the HITECH Act.

5. Term and Termination.

- a. Term. The term of this BAA shall commence as of the Effective Date and shall terminate automatically upon the later to occur of (i) the expiration of the Service Agreement, or (ii) when all PHI provided by Customer to Business Associate is destroyed or returned to Customer.
- b. Termination for Cause. Upon a party's knowledge of a material breach of the BAA by the other party, the non-breaching party shall provide an opportunity for the breaching party to cure the breach. If the breaching party does not cure the breach within thirty (30) days, following the breaching party's receipt of a written notice from the non-breaching party setting forth the details of such material breach, then the non-breaching party shall have the right to terminate this BAA and the Services Agreement according to the terms of the Services Agreement, or, if termination is not feasible, shall report the problem to the Secretary or any other competent authority.
- c. Effect of Termination.
 - i. Except as provided in Section 5.c.ii. below, upon termination of this BAA for any reason, Business Associate shall, if feasible, return or destroy all PHI received from Customer in accordance with the Services Agreement. 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.
 - ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Customer notification of the conditions that make return or destruction infeasible. Upon notice to Customer, Business Associate 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 pursuant to the terms of the Services Agreement.

6. Miscellaneous.

- a. Indemnification. Business Associate agrees to indemnify Customer from and against any fines or penalties imposed upon Customer as a result of any enforcement proceeding commenced by the Secretary or any civil action brought by a state Attorney General against Customer, which proceeding or action results directly and solely from any act or omission by Business Associate which is both a violation of the HIPAA Rules and a material breach of this BAA (“Claim”). Business Associate shall not be obligated to indemnify Customer for any portion of such fines or penalties resulting from (i) Customer’s violation of the HIPAA Rules or this BAA, (ii) the negligent or intentional acts or omissions of Customer, or (iii) Claims which otherwise could have been avoided or mitigated through the commercially reasonable efforts of the Customer. The foregoing indemnity obligation is expressly conditional on Customer granting Business Associate the right at Business Associate’s option and expense, and with counsel of its own selection, to control or participate in the defense of any such Claim, provided however, that to the extent any such Claim is part of a larger proceeding or action, Business Associate’s right to control or participate shall be limited to the Claim, and not to the larger proceeding or action. In the event that Business Associate exercises its option to control the defense, then (i) Business Associate shall not settle any claim requiring any admission of fault on the part of the Customer without its prior written consent, (ii) the Customer shall have the right to participate, at its own expense, in the claim or suit and (iii) the Customer shall cooperate with the Indemnifying Party as may be reasonably requested. The foregoing states Customer’s sole and exclusive remedy and Relay’s sole liability for any loss, damage, expense or liability of Customer for any Claims in connection with this BAA.
- b. Injunctive Relief. Business Associate acknowledges that any unauthorized Use or Disclosure of PHI by Business Associate may cause irreparable harm to Customer for which Customer shall be entitled, if it so elects, to seek injunctive or other equitable relief.
- c. Regulatory References. A reference in this BAA to a section of the HIPAA Rules shall mean that section of HIPAA, the Privacy Rule, the Security Rule, the HITECH ACT, or the final Omnibus Rules as amended and in effect, and for which compliance is required.
- d. Amendment. The parties agree to negotiate in good faith any amendment to this BAA that may be required from time to time as is necessary for the Customer or Business Associate to comply with the requirements of the HIPAA Rules. If the parties cannot reach mutual agreement on the terms of any such amendment within sixty (60) days following the date of receipt of any such written request made by Customer to Business Associate, then either party shall have the right to terminate this BAA and the Services Agreement upon providing not less than thirty (30) days’ written notice to the other party.
- e. Survival. The respective rights and obligations of Business Associate under Section 5(c) above shall survive the termination of this BAA.
- f. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than Customer, Business



Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

- g. Independent Contractor. Business Associate, including its directors, officers, employees and agents, is an independent contractor and not an agent (as defined under Federal common law of agency) of Customer or a member of its workforce. Without limiting the generality of the foregoing, Customer shall have no right to control, direct, or otherwise influence Business Associate's conduct in the course of performing the Services, other than through the enforcement of this BAA or the Services Agreement, or the mutual amendment of same.
- h. Counterparts and Electronic Signatures. This BAA may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Signatures may be made and delivered electronically and shall have the same force and effect as original signatures.
- i. Precedence; Entire Agreement. Any ambiguity in this BAA shall be resolved to permit the parties to comply with the HIPAA Rules. This BAA constitutes the entire agreement between the parties with respect to the subject matter hereof, and shall supersede all previous communications, representations, agreements and understandings relating to the HIPAA Rules, including any and all prior business associate agreements between the parties.

RELAYHUB, LLC.

Caldwell School District

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____