



Service Agreement for School-Based Medicaid Billing

This Service Agreement is made by and between RELAYHUB, LLC. (“Relay”), a Delaware corporation with a Corporate Office address of 400 Metacom Avenue Suite 507, Bristol RI 02809 and Cedar Falls Community School District (“District”) with an address of 1002 W 1st Street, Cedar Falls, IA 50613

WHEREAS, the District provides medically necessary health care services to eligible students

WHEREAS, the District is desirous of maximizing its potential to receive Medicaid reimbursements to which it may be entitled for providing said health care services;

WHEREAS, Relay possesses the expertise and resources to appropriately prepare the claims necessary for Medicaid;

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. DIRECT CLAIMING SERVICES

Relay will provide Direct Claiming Services as described on Schedule A (hereinafter “DCS”) in order to process the Districts’ claims for Medicaid reimbursement for direct medical services provided to Medicaid-eligible students, based upon data provided to Relay by the District.

2. COMPENSATION

- a. The District agrees to pay RELAYHUB, LLC. for the DCS at the rate set forth in Schedule C attached hereto.
- b. Relay will invoice the Licensee once a month upon receipt of notification of payment from the state Medicaid agency. Payment shall be due 30 days from the date of the invoice. Late payments shall be subject to a late charge for every calendar month or fraction thereof equal to the lesser of (i) a 1.5 percent or (ii) the highest rate allowed by state law. In addition, the District shall be liable for any legal fees or other costs of collection. To enable electronic billing, District should complete Schedule E attached hereto

3. Responsibility for Disallowances

- a. District shall defend and indemnify Relay from and against any fines or penalties imposed upon Relay as a result of an award of damages and costs against Relay due to a suit or claim by the Centers for Medicare & Medicaid Services (“CMS”), the state Medicaid agency, the US Department of Health and Human Services, a final court judgment, or a settlement of any of the foregoing based on a disallowance of claims filed by Relay on District’s behalf (a “Claim”) if Relay: (a) notifies District in writing of a Claim within ten (10) days after Relay receives notice; (b) gives District sole

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authority to defend or settle the Claim; (c) gives District all information in Relay's control concerning the Claim; and (d) reasonably cooperates and assists District with defense of the Claim. Relay may participate in the defense of a Claim at its own expense. District shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for Relay.

- b. If District is required to return funds to CMS or the state Medicaid agency due to inaccurate information provided by the District to Relay, any portion of those amounts that were paid to Relay as compensation pursuant to Section 2(a) above will be non-refundable.
- c. If the District is required to return funds to CMS and/or the state Medicaid agency due to an error directly attributable to Relay, District's sole remedy shall be limited to a return of fees paid to Relay for the claim that contained such error. During the course of this contract, Relay will maintain an active Errors and Omissions Insurance Policy.

4. Privacy Requirements and Confidentiality.

- a. The Parties acknowledge and agree that the Board is engaging Relay to provide DCS, which constitute an electronic covered transaction as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and each party shall act in strict compliance with HIPAA as applicable to it, including, without limitation, HIPAA's Transactions and Code Sets and Identifier Rules, and all implementing guidance and regulation, each as amended from-time to time.
- b. Each Party agrees that with respect to any Confidential Information (as defined below) that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, the Receiving Party shall not disclose such Confidential Information to any third party, or use it for any purpose, except to perform its obligations or enforce its rights hereunder. The Receiving Party shall take all such actions as are reasonably necessary and appropriate to preserve and protect the Disclosing Party's Confidential Information by exercising the same level of care, but no less than a reasonable degree of care that a Party uses to protect its own Confidential Information of a like nature. Each Party shall only permit access to Confidential Information of the other Party to those of its employees or authorized representatives having a need to know and who have signed confidentiality agreements or are otherwise bound by confidentiality obligations at least as restrictive as those contained herein. Each Receiving Party shall be responsible for the compliance of its employees, agents and third-party service providers with the confidentiality obligations set forth herein, and shall be liable for any breach thereof.
- c. "Confidential Information" means all information concerning a Party or any of its subsidiaries or affiliates that is not generally known to the public, which information is marked confidential or proprietary, or which under the circumstances ought reasonably to be treated as confidential or proprietary. Confidential Information shall include, but not be limited to, the terms of this Agreement (but not the fact of the Agreement's

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existence), technology, business plans, techniques, methodologies, pricing, marketing and sales strategies, client information, and other non-public materials and information regarding the other Party's business operations and the technology and know-how related to the Service. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is, as of the time of disclosure by a Party, or thereafter becomes, part of the public domain through a source other than the Receiving Party receiving such information; (ii) was lawfully in the possession of the Receiving Party as of the time of disclosure, as evidenced by its written records; (iii) is independently developed by the Receiving Party without reference to the Confidential Information, as evidenced by its written records; or (iv) is subsequently obtained from a third party not subject to an obligation of confidentiality with respect to the information disclosed. In the event the Receiving Party is required by law or legal process to disclose any Confidential Information, the Receiving Party shall, to the extent permitted by law, provide prompt notice of such to the Disclosing Party so that legal protection for the Confidential Information may be sought. In the event that a protective order or other remedy is not obtained, each party will furnish only that portion of the Confidential Information that is legally required. Upon termination of this Agreement, each Party will promptly either return or destroy all tangible Confidential Information as requested by the other Party, retaining only such information as is necessary for recordkeeping in the ordinary course of business.

5. INTELLECTUAL PROPERTY INDEMNITY

- a. Relay shall, at its expense, defend any suit or claim brought against District and shall indemnify District against an award of damages and costs against District by a final court judgment or in settlement of such suit or claim based on (i) non-compliance with any applicable law or regulation by Relay, its employees, officers, agents or representatives, or (ii) the allegation that District's use of DCS infringes a US patent or copyright (a "District Claim"), if District: (a) notifies Relay in writing of the District Claim within ten (10) days after District receives notice; (b) gives Relay sole authority to defend or settle the Claim; (c) gives Relay all information in District's control concerning the District Claim; and (d) reasonably cooperates and assists Relay with defense of the District Claim. District may participate in the defense of a District Claim at its own expense. Relay shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for District.
- b. If DCS becomes or in Relay's opinion is likely to become the subject of a suit or claim of infringement of a Patent or Copyright, Relay shall at its option and expense (a) obtain the right for District to use the Service; (b) replace or modify DCS so that it becomes non-infringing; or (c) terminate the License for the Service. If Relay terminates the License for the under this Section 5(b), (i) District shall cease to use the Service; and (ii) as District's sole and exclusive remedy against Relay (other than the indemnification by Relay under Section 5(a) Relay shall refund any prepaid fees paid for the infringing DCS.
- c. SECTION 5 STATES RELAY'S ENTIRE LIABILITY AND DISTRICT'S SOLE REMEDY REGARDING INTELLECTUAL PROPERTY INFRINGEMENT.

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6. Term and Termination.

- a. The term of this Agreement shall begin upon the Effective Date, July 1, 2025, shall continue in effect until the third anniversary hereof (the "Initial Term"). The Initial Term shall be automatically renewed for successive 12 (twelve) month periods (each, a "Renewal Term") unless one party gives the other written notice of its intention not to renew no less than 30 (thirty) days prior to the end of the Initial or any Renewal Term.
- b. Relay may terminate this Agreement if Relay is in compliance with this Agreement and either (a) District fails to pay Relay any amounts when due or, (b) District is in material default of any other provision of this Agreement and such default has not been cured within thirty (30) days after Relay gives District written notice describing the default. Upon termination in accordance with this Section 6, Relay may:
 - i. declare all amounts owed to Relay by District for the entire then-current term to be immediately due and payable;
 - ii. terminate access to DCS; and
 - iii. cease performance of all of Relay' obligations under this Agreement without liability to District.
- c. District may terminate this Agreement if District is in compliance with this Agreement and Relay is in material default of any provision of this Agreement and such default has not been cured within thirty (30) days after District gives Relay written notice describing the default. Upon such termination:
 - i. District shall pay Relay' outstanding invoices that do not pertain to Relay's default, but District shall have no further payment obligations to Relay under this Agreement; and
 - ii. Relay shall return all data or other property given by District to Relay for it to perform DCS.
- d. Either party may terminate this Agreement by written notice if the other party becomes insolvent or makes an assignment for the benefit of creditors or files a petition in bankruptcy or if a receiver or similar officer is appointed to take charge of all or a material part of such other party's assets.
- e. Upon termination of this Agreement by Relay or District, Sections 2, 3, 4, 5, 6, 7, 11, and 15 of this Agreement shall survive.

7. Limitations of Liability.

- a. Relay shall not be liable for any expense or damage arising out of any erasure, damage or destruction of files, data or programs. District shall be responsible for making backup copies of data.

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- b. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR SPECIAL, INDIRECT, THIRD PARTY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS. NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY PUNITIVE OR EXEMPLARY DAMAGES.
- c. Except only for (a) Relay's indemnification obligations hereunder or (b) bodily injury or damage to tangible property (not data), Relay's maximum aggregate liability for damages to District or those claiming through District shall be limited to actual direct damages in an amount not to exceed the fees paid by District to Relay over the 12 (twelve) months prior to the incident causes such damages.
- d. DISTRICT ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 7 ARE REASONABLE. THE REMEDIES PROVIDED IN THIS AGREEMENT ARE EXCLUSIVE. EXCEPT ONLY FOR ACTIONS BY RELAY TO PROTECT INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL SEEK, OR OTHERWISE APPLY FOR, ANY EQUITABLE REMEDIES.

8. Assignment.

District may not assign this Agreement or any of its respective rights or obligations under this Agreement unless approved by Relay, in writing, prior to such assignment, such approval to not be unreasonably withheld.

9. Waiver.

No term or provision of this Agreement shall be deemed waived and no breach shall be deemed excused, unless such waiver is in writing and signed by the Party claimed to have waived.

10. Excusable Delay.

Neither Relay nor District shall be deemed to be in default of any provision of this Agreement or for any failure in performance, resulting from acts or events beyond the reasonable control of Relay or District, as the case may be. For purposes of this Agreement, such acts shall include, but not be limited to, acts of God, civil or military authority, civil disturbance, war, strikes, fires, other catastrophes, or other such major events beyond Relay' or District's reasonable control. This Section 10 shall not delay or excuse District's payment obligations.

11. Governing Law and Jurisdiction.

This Agreement is governed by and construed in all respects in accordance with the laws of the State of Delaware (without regard to conflicts of laws principles). Except only for disputes for which injunctive relief is sought to prevent the unauthorized use or disclosure of DCS, any disputes between District and Relay (which are not otherwise resolved by the parties) shall be

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instituted only in a federal or state courts serving Delaware and the parties shall submit to personal jurisdiction of these courts in any such legal action. Relay and District each waive their right to a trial by jury for any disputes between the parties.

12. Independent Contractor.

Relay is an independent contractor, and its personnel shall not be considered employees or agents of District.

13. Severance and Interpretation.

If any provision of this Agreement is found to be unenforceable, such provision shall be deemed to be deleted or narrowly construed to such extent as is necessary to make it enforceable and this Agreement shall otherwise remain in full force and effect. If an ambiguity or question of intent arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring either Party by virtue of authorship of any of the provisions of this Agreement.

14. Time Limitation.

Except for actions for non-payment or for breach of Relay' or its third parties' intellectual property rights, no action arising out of or relating to this Agreement may be brought later than one (1) year after the cause of action became known to the injured party.

15. Notices.

All notices given by either party to the other party under this 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 at its address set forth above or such other person or address as a party may indicate in writing from time to time.

16. Entire Agreement.

This Agreement, including all Schedules attached hereto, constitute the entire agreement between Relay and District with respect to DCS and other subject matter of this Agreement, and may only be modified by a written amendment or addendum signed by both Relay and District. No employee, agent, or other representative of either Relay or District has authority to bind the other with regard to any statement, representation, warranty, or other expression unless it is specifically included within the express terms of this Agreement or a written addendum signed by both Relay and District. All future purchase orders, prior agreements, representations, statements, proposals, negotiations, understandings, and undertakings with respect to the subject matter of this Agreement are superseded by this Agreement.

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

RELAYHUB, LLC.

Cedar Falls Community School District

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

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SCHEDULE A

Description of Iowa Medicaid Assistance Program

These are the processing steps Relay will perform for the DCS package:

- a. DCS.1 Relay will provide the District with a state specific claims information management system for the use of the District in providing data necessary for Relay to formulate the District's claims.
- b. DCS.2 Relay will return to the District 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 provide the District with direction on how to bring such logs and/or claims into compliance.
- c. DCS.3 Relay will provide timely electronic claims processing for the District's claims.
- d. DCS.4 Relay will provide quarterly Management Reports to the District.
- e. DCS.5 Relay will provide training for all District- employed providers of Medicaideligible services at the time of onboarding and as needed during the contract term regarding federal and state law pertaining to appropriate Medicaid billing.
- f. DCS.6 Relay will provide Administrative training at the time of initial contract with the district.
- g. DCS.7 Relay will work with the District to gather the financial data necessary for program oversight.
- h. DCS.8 Relay will work with the District to provide education and general assistance in the processes associated with the Iowa Medicaid Assistance Program.



SCHEDULE B

Description of Cedar Falls Services

These are the processing steps the district will perform for the DCS package:

- a. DCS.10 District will maintain current provider enrollment with the Department of Social Services;
- b. DCS.11 District will ensure the NPI (National Provider Identification Number) is updated to reflect current managing partner information for the district;
- c. DCS.12 District will ensure they are using licensed providers as required under the program and that information pertaining to licensure is available when necessary;
- d. DCS.13 District will have a minimum of 1 person designated as the Medicaid Coordinator for the district, and they will follow Relay administrative guidelines;
- e. DCS.14 District will identify a primary Medicaid contact for Relay for high level communication;
- f. DCS.15 District will communicate changes in district Administration to Relay in a timely manner;
- g. DCS.16 District will ensure they are complying with all areas of participation in the Iowa Medicaid Assistance Program including active participation in:
 1. Collection of outstanding Parental Consent; 85% of parental consent for students collected and shared with Relay by 10/1 of each year
 2. Compliance with State and Federal Regulations, statutes, and documentation retention requirements applicable to the Iowa Medicaid Assistance Program;
 3. Timely submission of Medical claim information (both electronic and paper) within 30 days from date of service provision; Including Weekly Summaries
 4. Maintain HIPAA compliance when communicating with Relay staff (email, Basecamp, etc.);
 5. Complete required program reporting in a timely manner by the schedules/deadlines provided by Relay.
 6. Collection of student Prescriptions (Dx) required for billing; 85% of collection of student prescriptions and shared with Relay by 10/1 of each year

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SCHEDULE C

The District agrees to pay RELAYHUB, LLC. for the DCS at an annual rate of 6%

Relay Pricing	Year 1- Year 3
Installation Inclusive of set up, trainings, and testing to Iowa Department of Human Services	\$0.00
Subscription Fee Medicaid documentation, data integration and billing solution including reporting and Flex Premium Analytic Dashboard	Licensee shall pay Relay a percentage-based fee of 6% of the net Medicaid receivables paid to the district. This will not include any Medicaid funds that are paid to the Iowa Department of Human Services. This fee will be calculated based on paid claims for the preceding month. Licensee shall make payment to Relay within thirty days (30) from the date of invoice.
Web based administrative and provider trainings	\$0.00
Customization not included in contract proposal. All additional customization requests are done thru a change request order based on a need's assessment. All customization requests will be reviewed with our developers and additional pricing may apply @ \$185 per hour.	TBD
Total Cost	6% of the net Medicaid receivables annually

All state mandated changes are configured at no charge to Cedar Falls Community School District throughout the contract agreement.



SCHEDULE D

BUSINESS ASSOCIATE AGREEMENT

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

Cedar Falls Community School District (Hereinafter referred to as "District")
1002 W 1st Street
Cedar Falls, IA 50613

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, 2025, (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.

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- 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

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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.

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- 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.

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- 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

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- 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.

Cedar Falls Community School District

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____