



**SUBSCRIPTION SERVICE AND SUPPORT AGREEMENT**  
**Supported Software Subscription Service Agreement**

This Subscription Service and Support Agreement is made by and between RELAYHUB, LLC. (“RELAY”), a Delaware corporation with a Corporate Office address of 400 Metacom Avenue, Bristol, Rhode Island 02809, and Kent Intermediate School District, a Michigan Corporation (“Licensee”), with an address of 2390 Knapp Street NE, Grand Rapids, MI 49525

WHEREAS, Licensee provides a Medicaid Workflow Solution that enables districts to receive Medicaid reimbursements for providing health care services; and

WHEREAS, RELAY has created and owns all rights to a web-based Medicaid workflow solution known as RELAY Service Portal and Claim Management system (the “Service”) for the purposes of managing subscription licensee’s (“Licensee”) Medicaid billing program, including data collection, Medicaid eligibility verification, claims submissions, and access to Remittance Advice notices by the Licensee (the “Purpose”); and

WHEREAS, Licensee is desirous of licensing the Service, and RELAY is desirous of providing it.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows.

**1. License and Payment.**

- 1.1. RELAY grants to Licensee a limited term, limited use, non-exclusive, and non-transferable License to use the Service during the Term, as defined below, solely for the Purpose. Licensee may not: (i) lease, loan, resell, sublicense, or otherwise allow access to the Service to any third party other than Licensee’s employees and authorized personnel (“Users”); (ii) use the Service to provide or operate application service provider, service bureau, marketing, outsourcing services, or consulting services, or to otherwise commercially exploit the Service; (iii) use the Service to develop any service that is competitive with the Service; (iv) publish or otherwise distribute passwords to the Service except to its personnel, agents, or duly authorized Users or (v) use an unauthorized password to access the Service. Licensee shall notify RELAY if it becomes aware of any unauthorized third-party access to, or use of, the Service.
- 1.2. Unless Licensee is exempt, Licensee shall pay RELAY the License Fees and any applicable Sales Tax on License Fees, as set forth in Schedule A attached hereto. Licensee shall complete the form on Schedule C to enable electronic invoicing. All License Fees are exclusive of Taxes. If applicable laws require the withholding of Taxes under this Agreement, Licensee shall notify RELAY, make the applicable withholding, and remit the required Tax to the proper governmental authority. Licensee shall make 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.
- 1.3. At Licensee’s option, and subject to acceptance by RELAY, Licensee may purchase additional products and services from RELAY (which, upon purchase, shall be deemed part of the Product for purposes of this Agreement) for which additional fees shall apply as set forth on the Pricing Schedule and agreed upon in the signed and approved contract addendum.



- 1.4. RELAY may increase the pricing for the Services effective for subsequent Renewal Terms, as defined below, but only if it gives written notice thereof more than 60 (sixty) days before the end of the initial term or any Renewal Term.

## **2. Services**

### **2.1. Set-Up**

RELAY will provide the staff based on the skills necessary to achieve optimal results for the district's Medicaid program. Regular teleconference meetings will be held as needed between the designated point persons for RELAY and designated point persons for Licensee. The teams will be coordinated by RELAY with follow up documentation to record decisions and project status. 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.

The Relay team is dedicated to streamlining data from your district's system into the Relay system. To achieve this effectively during your implementation your district agrees to provide data in accordance with our data format guidelines (list of guidelines can reviewed at [relayhub.com/dataguidelines](http://relayhub.com/dataguidelines)). 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.

### **2.2. Service Levels**

RELAY will use commercially reasonable efforts to ensure Service to the Licensee according to the standards outlined in this Agreement, exclusive of any maintenance periods. RELAY may require the interruption of access to the Service for maintenance purposes and RELAY will use commercially reasonable efforts to conduct all such maintenance during scheduled maintenance windows from Monday - Friday, 9:00 PM ET – 1:00 AM ET, and Friday 9:00 PM ET to midnight Sunday ET. RELAY will use commercially reasonable efforts to notify the Licensee of scheduled downtime expected to exceed sixty (60) minutes at least seventy-two (72) hours in advance.

RELAY will use commercially reasonable efforts to provide Licensee with access to the Service at least 99.9% of uptime during normal business hours of Licensee, as measured monthly, excluding planned downtime and maintenance, with no more than two outages (unscheduled downtime) during normal business hours in excess of two consecutive hours in any month. RELAY will use reasonable efforts to notify Licensee within one hour of any known and verified unscheduled downtime of the Service and provide status updates periodically until the Service is restored. RELAY will immediately notify Licensee when the service is restored.

## **3. Support.**

RELAY will promptly respond to Licensee's reasonable inquiries regarding the Service 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 [support@relayhub.com](mailto:support@relayhub.com). RELAY will use commercially reasonable efforts to respond to and resolve any of Licensee's inquiries in a timely manner.

## **4. Limited Warranty**

- 4.1 RELAY warrants that the Service shall materially perform in accordance with any documentation in effect at the time. The Licensee's exclusive remedies for breach of this warranty are that Licensee may report it to RELAY, and RELAY shall (a) fix the nonperformance within a reasonable period of time or (b) refund any prepaid License Fees and terminate this license.
- 4.2 THE EXPRESS LIMITED WARRANTY IN THIS SECTION 4 IS IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESSED OR IMPLIED, CONTRACTUAL OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, RELAY DOES NOT WARRANT THAT THE USE OF THE SERVICE SHALL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED.

## **5. Intellectual Property Rights.**

- 5.1 Licensee acknowledges and agrees that the Service, the ideas, methods of operation, processes, know-how, aesthetic aspects, sub-systems, and modules included in the Service, the graphical user interfaces for the Service, and the look and feel of the Service are proprietary materials which contain valuable trade secrets and that all Intellectual Property Rights to the Service are owned exclusively by RELAY and its respective licensors, subject to this License.
- 5.2 Licensee acknowledges and agrees that RELAY and its respective licensors shall retain all right, title, and interest to all Intellectual Property Rights related to the Service, copies of the Service, and modifications or enhancements thereto, subject to this License. Licensee may develop and own software which interfaces with the Service but does not contain or use any object code or source code developed by RELAY or its licensors.
- 5.3 Subject to the Privacy Requirements in Section 10 below or as required by law, RELAY shall own all right, title, and interest to all data developed by the Service. Licensee is hereby granted the perpetual, irrevocable right and license to use all such data accessed through the Service 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 such data to any third party. For purposes of clarity, RELAY shall only be permitted to use the data for the purpose of gathering information on an anonymous basis for internal purposes. This provision shall survive termination of the Agreement.

## **6. Copies of Documentation.**

RELAY shall supply Licensee with digital copies of the claims (the “Documentation”) for its use or the use of the Users as necessary. All copies of the Documentation shall have all of the restrictive and proprietary notices as they appear on copies of the Documentation provided by RELAY.

## **7. Indemnities.**



- 7.1 RELAY shall, at its expense, defend any suit or claim brought against Licensee and shall indemnify Licensee against an award of damages and costs against Licensee 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 Licensee's use of the Service infringes a US patent or copyright (a "Licensee Claim"), if Licensee: (a) notifies RELAY in writing of the Licensee Claim within ten (10) days after Licensee receives notice; (b) gives RELAY sole authority to defend or settle the Claim; (c) gives RELAY all information in Licensee's control concerning the Licensee Claim; and (d) reasonably cooperates and assists RELAY with defense of the Licensee Claim. Licensee may participate in the defense of a Licensee Claim at its own expense. RELAY shall not settle any Claim in a manner that imputes wrongdoing to or incurs liability for Licensee.
- 7.2 If the Service 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 Licensee to use the Service; (b) replace or modify the Service so that it becomes non-infringing; or (c) terminate the License for the Service. If RELAY terminates the License for the Service under this Section 7.2, (a) Licensee shall cease to use the Service; and (b) as Licensee's sole and exclusive remedy against RELAY (other than the indemnification by RELAY under Section 7.1) RELAY shall refund any prepaid License Fees paid for the infringing Service.
- 7.3 RELAY shall have no liability to Licensee under this Section 7 if any suit or claim of infringement is based upon the use of the Service: (a) in combination or use with any service or software not furnished by RELAY or described in the Documentation; (b) in a modified state not authorized by RELAY; or (c) in a manner other than for which it was designed, if infringement would have been avoided without such use of the Service. RELAY shall not be liable to Licensee for any infringement outside the United States and any other country in which the server portion of the Service is first installed.
- 7.4 SECTIONS 7.1 THROUGH 7.3 STATE RELAY'S ENTIRE LIABILITY AND LICENSEE'S SOLE REMEDY FOR ANY MATTER FOR WHICH AN INDEMNITY IS GIVEN.
- 7.5 Licensee shall, at its expense, defend any suit or claim brought against RELAY and shall indemnify RELAY against an award of damages and costs against RELAY by a final court judgment or in settlement of such suit or claim based on, or arising out of any non-compliance with any applicable law or regulation by Licensee, its employees, officers, agents or representatives (a "RELAY Claim"), if RELAY: (a) notifies Licensee in writing of the RELAY Claim within ten (10) days after RELAY receives notice; (b) gives Licensee sole authority to defend or settle the RELAY Claim; (c) gives Licensee all information in RELAY's control concerning the RELAY Claim; and (d) reasonably cooperates and assists Licensee with defense of the RELAY Claim. RELAY may participate in the defense of a RELAY Claim at its own expense. Licensee shall not settle any RELAY Claim in a manner that imputes wrongdoing to or incurs liability for RELAY.
- 7.6 SECTIONS 7.5 STATES LICENSEE'S ENTIRE LIABILITY AND RELAY'S SOLE REMEDY FOR ANY MATTER FOR WHICH AN INDEMNITY IS GIVEN.

## **8. Term and Termination.**

8.1 This Agreement is in effect July 1, 2025 to June 30th, 2028. Thereafter, unless either party provides written notice of its intention not to renew no less than 60 (sixty) days prior to the end of the Initial or any Renewal Term, then the Agreement is further extended for one (1) additional year with all other terms and conditions remaining in full force and effect.

8.2 RELAY may terminate this Agreement and the License granted to Licensee if RELAY is in compliance with this Agreement and either (a) Licensee fails to pay RELAY any amounts when due or, (b) Licensee 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 Licensee written notice describing the default. Upon termination in accordance with this Section 8.2, RELAY may:

- 8. declare all amounts owed to RELAY by Licensee for the entire then-current term to be immediately due and payable.

- 8. terminate access to the Service; and

- 8. cease performance of all RELAY' obligations under this Agreement without liability to Licensee.

8.3 Licensee may terminate this Agreement and the License granted to Licensee if Licensee 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 Licensee gives RELAY written notice describing the default. Upon such termination:

- 8. Licensee shall pay RELAY' outstanding invoices that do not pertain to RELAY's default, but Licensee shall have no further payment obligations to RELAY under this Agreement; and

- 8. RELAY may require that Licensee cease any further use of the Service and immediately return any copies of the Documentation to RELAY.

- 8. In the event that federal legislative actions cause the elimination of the School Based Services Medicaid program in the state of Michigan, thereby preventing all Medicaid reimbursement for school-based services in Michigan, either party may terminate this Agreement upon 90 (ninety) days' written notice, without penalty or further obligation.

8.4 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.

8.5 Upon termination of this Agreement by RELAY or Licensee, Sections 4, 5, 7, 8, 9, 10, and 14 of this Agreement shall survive.

## **9 Limitations of Liability.**



8.1 After the parties have signed this Agreement, Licensee's exclusive remedies for Service-related matters shall be as described in this Agreement, subject to the limitations of Section 13.



- 8.2 RELAY SHALL NOT BE LIABLE FOR ANY EXPENSE OR DAMAGE ARISING OUT OF ANY ERASURE, DAMAGE OR DESTRUCTION OF FILES, DATA OR PROGRAMS. LICENSEE SHALL BE RESPONSIBLE FOR MAKING BACKUP COPIES OF DATA,
- 8.3 IN NO EVENT SHALL RELAY 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.
- 8.4 EXCEPT ONLY FOR (a) AN INDEMNIFICATION BY RELAY UNDER SECTION 8.1 ABOVE OR (b) BODILY INJURY OR DAMAGE TO TANGIBLE PROPERTY (NOT DATA), RELAY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES TO LICENSEE OR THOSE CLAIMING THROUGH LICENSEE SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE CURENT YEAR'S LICENSE FEE PAID BY LICENSEE FOR THE SERVICE.
- 8.5 LICENSEE ACKNOWLEDGES THAT THE LIMITATIONS ON LIABILITY IN THIS SECTION 9 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.

## **10. Privacy Requirements and Confidentiality.**

- 10.1 Both Licensee and RELAY shall collect and/or store Subject Information and so respectively agree to: (a) disclose Subject Information only to the extent necessary to conduct the Service or use the results of the Service; and (b) collect and/or store Subject Information in material compliance with all applicable federal, state and local laws, statutes, regulations and ordinances, including, but not limited to (i) confidentiality and rights of review of educational and medical records to the extent applicable, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. 1232g and 34 C.F.R. Part 99, as amended, and (ii) transaction and code data standards, including but not limited to, the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Part 162, as amended
- 10.2 Each party hereto shall indemnify and hold harmless the other from all loss, cost, damage, or expenses (including reasonable attorneys' fees) incurred by either of them or their respective officers, employees, directors, representatives, and agents that arise out of or result from, in whole or part, any breach of this Section 10.
- 10.3 Notwithstanding any other provision hereof, RELAY or Licensee may use for any purpose Subject Information that has been aggregated in manner that would make it impossible to identify any individual subject.
- 10.4 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 in connection its rights and obligations under this Agreement. 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.

- 10.5 “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 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.

## 11. **Assignment.**

Licensee 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.

## 12. **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.

## 13. **Excusable Delay.**





Neither RELAY nor Licensee 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 Licensee, 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 Licensee's reasonable control. This Section 13 shall not delay or excuse Licensee's payment obligations.

#### **14. 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 the Service, any disputes between Licensee and RELAY (which are not otherwise resolved by the parties) shall be instituted only in a federal or state courts serving Delaware and the parties shall submit to the personal jurisdiction of these courts in any such legal action. RELAY and Licensee each waive their right to a trial by jury for any disputes between the parties.

#### **15. Independent Contractor.**

RELAY is providing the Service and Support under this Agreement as an independent contractor, and its personnel shall not be considered employees or agents of Licensee.

#### **16. 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.

#### **17. 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.

#### **18. 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.

#### **19. Entire Agreement.**



This Agreement and the Schedules listed below and referred to herein, together with any addenda signed by the parties constitute the entire agreement between RELAY and Licensee with respect to the Service and other subject matter of this Agreement and may only be modified by a written amendment or addendum signed by both RELAY and Licensee. No employee, agent, or other representative of either RELAY or Licensee 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 Licensee. 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.

**RELAYHUB, LLC**

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(Authorized Signature)

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(Printed Name)

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(Title)

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(Date)

**Kent Intermediate School District**

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(Authorized Signature)

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(Printed Name)

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(Title)

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(Date)



## Schedule A

Based on the current needs of the Licensee, RELAY agrees to the pricing as outlined in licensing agreement.

Description	Cost Year 1	Cost Year 2	Cost Year 3
Supported Software Subscription fee (Medicaid documentation and billing solution including reporting and Flex Premium Analytic Dashboard)	\$41,200 Annual flat fee	\$41,200 Annual flat fee	\$41,200 Annual Flat Fee
System setup, data integration and connection to state Medicaid system. <i>All state mandated changes are configured at no charge to Licensee throughout the contract agreement.</i>	Included	Included	Included
Web-based training sessions and training videos	Included	Included	Included

Any additional functionality not outlined in the current proposal would require a needs assessment and change request as agreed by both Licensee and RELAY. All additional customization requests are done through a change request order, based on a completed needs assessment. All customization requests will be reviewed by our development team and additional fees @185.00 per hr. may apply.

Annual supported software subscription fees are payable annually unless otherwise agreed on.

**RELAYHUB, LLC**

**Kent Intermediate School District**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



## **Schedule B**

### STATEMENT OF WORK

SECTION 1. Upon execution of this Agreement, RELAY shall begin configuration of the RELAY Service Portal and Claim Management system in accordance with this Statement of Work.

SECTION 2. For purposes of implementing and allowing access to the RELAY's Service Portal and Claim Management system by Licensee in accordance with the terms of this Agreement. Upon completion of testing and implementation of the Service, Licensee will have access to the RELAY Service Portal and Claim Management system to collect data and process services for direct service Medicaid reimbursement for all Medicaid eligible students.

SECTION 3. **SOFTWARE AND TRAINING ACCEPTANCE.** In accordance with the time periods and parameters set forth in the Scope of Work, (i) RELAY shall give written notice to Licensee stating that the RELAY Service Portal and Claim Management system has been configured and delivered and training has been completed. Any additional testing or training requested by Licensee shall be at the cost and expense of Licensee, including payment of RELAY's applicable training fee(s) and reimbursement of any costs and expenses incurred by RELAY, including travel, lodging and meals. Licensee shall be deemed to have accepted the Service and the training thirty (30) days after receiving RELAY's notice that RELAY Service Portal and Claim Management system has been configured for testing and implementation, unless, during that period, the Product fails to substantially perform in accordance with the Statement of Work and Licensee gives written notice of non-acceptance to RELAY, including a statement of such material failure in reasonable detail. If **Licensee** gives proper notice of non-acceptance to **RELAY**, then:

(a) RELAY shall investigate the reported failure. Licensee shall provide to RELAY reasonably detailed documentation or explanation, together with underlying data, to substantiate the failure and assist RELAY in its efforts to diagnosis, produce and if necessary, correct the failure of the Product.

(b) If RELAY cannot correct the failure within thirty (30) days (or such longer period as may be reasonable under the circumstances and agreed upon by Licensee) after receipt of Licensee's notice of non-acceptance, then either party may terminate this Agreement upon written notice to the other and this Agreement shall be void without further recourse of the parties. If, within such period RELAY does correct the failure, RELAY shall give written notice to **Licensee** certifying that the failure has been corrected, and another thirty (30) day acceptance period shall begin in accordance with this Section 3.

**RELAYHUB, LLC.**

**Kent Intermediate School District**

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)



**Schedule C**

**Please complete this form for Electronic Invoicing**

<b>Electronic Invoicing Information Sheet</b>		
<b>FOR ELECTRONIC INVOICING</b>		
<b>Name:</b>		
<b>Phone:</b>		
<b>Email:</b>		
<b>Address:</b>		
<b>City:</b>	<b>State:</b>	<b>Zip Code:</b>
<b>Special Instructions/PO#</b>		



Schedule D  
BUSINESS ASSOCIATE AGREEMENT

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

Kent Intermediate School District (Hereinafter referred to as  
“District”)  
2930 Knapp Street NE  
Grand Rapids, MI 49525

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 District, dated July 1, 2025, (hereinafter “Services Agreement”) under which RELAY is providing certain Medicaid billing services (“Services”) for Client. 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.**

**Kent Intermediate School District**

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(Authorized Signature)

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(Authorized Signature)

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(Printed Name)

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