



**SERVICES AGREEMENT AND LICENSE**

**School-Based Software and Services**

|   |  |
|---|--|
| <b>“Effective Date”</b>                     | The date on which all both Relay and Customer have executed this Agreement.  |
| <b>“Customer”:</b>                          | Clarinda Community School District   |
| <b>Customer Address:</b>                    | 423 East Nodaway, Clarinda, IA 51632   |
| <b>“Administrative Support Activities”:</b> | [Track and maximize Medicaid reimbursements for providing medically necessary health care services to Medicaid-eligible students.][Medicaid]<br><br>Service Documentation: Ability to electronically log services provided to students [DASH]. |
| <b>“Relay”:</b>                             | RELAYHUB, LLC, a Delaware limited liability company  |
| <b>“Relay Address”:</b>                     | 400 Metacom Avenue Suite 507, Bristol RI 02809   |
| <b>“System”:</b>                            | Podium: [Portal and Claim Management System for Medicaid Reimbursements] [Medicaid]<br><br>Dash: Ability to electronically track and log services provided to students. [DASH].  |

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](http://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 07/01/2026 and shall continue for a period of one (1) year through 06/30/2027. 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.**

**CUSTOMER NAME**

By: \_\_\_\_\_  
*(Signature)*

By: \_\_\_\_\_  
*(Signature)*

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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.

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.

**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 trainer 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**

[To be used on % deals]

| Relay Pricing   | Year 1- Year 3  |
|---|---|
| Installation and Start Up<br>Inclusive of set up, data integration,<br>trainings, and testing | \$[_0_]   |
| Subscription Fee<br>(Volume-Based Customer)   | <p>Beginning at the end of the first month after the end of the Initial Period, the Customer shall pay Relay a percentage-based fee of [ 6 ]% of the net Medicaid receivables paid to Customer during such month. This will not include any Medicaid funds that are paid to the Iowa Department of Human Services and not paid to the Customer. This will not include any subsequent true-ups or cost adjustments based on audits or similar exercises done by the State but shall be based solely on the payments received by the Customer during the month prior to invoice.</p> <p>The Subscription Fee will be invoiced monthly. The fee will be calculated monthly based on paid claims for the preceding month.</p> |
| Web based administrative and provider training  | \$[_0_]   |
| Web-based training sessions<br>Video training sessions  | \$[_0_]   |
| Add On Services   | Flex Reporting [\$0]  |
|   |   |
| <b>Total Cost</b>   |   |
|   |   |
|   |   |
|   |   |

*All state mandated changes are configured at no charge to the Customer throughout the Term*



**SCHEDULE D**

| <b>Electronic Invoicing Information Sheet</b>              |               |                  |
|--|---------------|------------------|
| <b>FOR ELECTRONIC INVOICING</b>                            |               |                  |
| <b>Name:</b>   |               |                  |
| <b>School Customer:</b> Clarinda Community School District |               |                  |
| <b>Phone:</b>  |               |                  |
|  |               |                  |
| <b>Email:</b>  |               |                  |
| <b>Address:</b>  |               |                  |
| <b>City:</b>   | <b>State:</b> | <b>Zip Code:</b> |
|  |               |                  |
| <b>Special Instructions/PO#</b>                            |               |                  |
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**ELECTRONIC INVOICING INFORMATION SHEET**

*Please complete contact information for submission of invoices*