

MASTER SERVICES AGREEMENT

This Master Services Agreement is entered into by and between Remedy Analytics, Inc., and its affiliates ("Remedy") and the "Customer" identified below.

This Agreement includes the attached Terms and Conditions, Exhibits and Statement(s) of Work, and the Business Associate Agreement (collectively the "Agreement"). This Agreement constitutes the complete agreement between the parties regarding the services to be provided to Customer. If any conflict or confusion of terms or provisions exists between this Agreement and any Exhibit or Statement of Work, the terms, conditions and provisions of this Agreement will prevail.

Services (as defined in Section 2 below) to be provided in accordance with mutually agreed upon, executed work summaries ("Statements of Work") that specifically reference this Agreement.

The effective date of this Agreement will be August 1, 2025.

Township of Union Public Schools

2369 Morris Ave

Union NJ 07083

908-851-6400

Remedy Analytics, Inc.

10700 W. Research Drive

Suite 3

Wauwatosa, WI 53226

800.975.9517

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

TERMS AND CONDITIONS

1.

1. Definitions.

(a) "Affiliate" means with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with Remedy.

(b) "Business Associate Agreement" means that certain Business Associate Agreement attached to the Master Services Agreement as Exhibit B and therein incorporated by this reference.

(c) "Confidential and Proprietary Information" means any information and/or data disclosed by the Disclosing Party to the Receiving Party (each, as defined in Section 6 below), written or verbal, furnished in any form and by any means (whether or not expressly designated Confidential and Proprietary) of a confidential or sensitive nature, including, but not limited to proprietary, trade, technical, development, marketing sales, operating, performance, costs, know how, business and process information, computer programs or techniques, and all record-bearing media containing or disclosing such information and documents, books, manuals, reports, computer reports, software or data files, confidential samples, financial and vendor data, product specifications, CAD data, drawings, software demonstrations, documents, test data including parts and vehicles, models or prototypes, future products and plans, audits, analyses, reports, requests for proposal ("RFP"), template reports, evaluation reports, or contract templates.

(d) "Customer Material" means: (i) Customer's confidential and proprietary information, technology, software, hardware, designs, algorithms, software tools, data, information, architecture, class libraries, objects and documentation (both printed and electronic), PBM information, claims level data, contracts, contacts, patient-identifying information related to individuals disclosed in accordance with the terms of the Business Associate Agreement attached hereto as Exhibit B

("Protected Health Information" or "PHI") and other PBM-related information provided by Customer.

(e) "Data" means any data and information derived, developed or produced as a result of the Services. Data shall not include any personally identifiable information or PHI.

(f) "Intellectual Property Rights" means, on a worldwide basis, any and all: (i) rights associated with works of authorship, including copyrights, moral rights, database rights and mask works; (ii) trademarks; (iii) trade secret rights; (iv) patents, designs, algorithms and other industrial property rights; (v) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, contract, license or otherwise; and (vi) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

(g) "PBM" means pharmacy benefits management, manager, a third party administrator of prescription drug programs, and/or all concepts and practices related thereto.

(h) "Prescription Drug Claim" means a claim submitted by a member or pharmacy, whether submitted electronically or manually, for payment for a covered drug or supply.

(i) "Remedy Material" means (i) all pre-existing software, tools, designs, reports, algorithms, analysis, documentation, and other material developed by or for Remedy outside of this Agreement as may be necessary to provide the Services hereunder; (ii) any routines, tools, methodologies, processes or technologies created, adapted or used by Remedy in its business generally; and (iii) all deliverables and other work product developed pursuant to this Agreement; together with all associated Intellectual Property Rights in connection with any of the foregoing.

(j) "Third Party Material" means any software, tools, designs, documentation, content, data or other material of any third party.

2. Services.

(a) Remedy Services. Remedy will use commercially reasonable efforts to provide certain services described in any applicable Statement of Work attached hereto, (the "Services") in accordance with and subject to the terms and conditions in this Agreement. Remedy may provide the Services with the assistance of Third Party Material and subcontractors ("Subcontractors"). Remedy may disclose Customer's Confidential and Proprietary Information to the Subcontractors who may use Customer's Confidential and Proprietary Information solely for the purpose of providing the Services.

(b) Customer Materials. Customer shall provide to Remedy the Customer Material required by Remedy to perform the Services and as may be described in any Statement of Work.

(c) Changes. If, at any time, either party desires to modify an applicable Statement of Work, the requesting party will present a written request to the other party describing such modifications (each such request is a "Change Order"). The other party will promptly review each such Change Order and determine and advise the requesting party, in its reasonable discretion, whether such Change Order is acceptable, can be accomplished by Remedy, and whether the performance of such Change Order will increase the costs and/or delay the original schedule for performing the Services. The parties will accept or modify any Change Order in writing and any accepted Change Order will be deemed to amend and become part of the applicable Statement of Work and Remedy will perform the Services in accordance with such amended Statement of Work. Neither party shall be responsible for any changes in any Statement of Work unless mutually agreed upon in writing.

3. Fees and Expenses.

(a) Fees. Customer agrees to pay Remedy for the Services in accordance with the fee schedule set forth in the applicable Statement of Work. Fees shall be billed to the Customer via electronic transmission (e.g. e-mail) on a monthly basis, or as otherwise set forth in the Statement of Work. Customer will pay invoices in full, in U.S. currency, within thirty (30) days of the date of Remedy's invoice. All past due amounts will incur interest at a rate equal to the lesser of 1.5% per month (18% per annum) or the highest rate permitted by law. Unless Customer has provided Remedy with a valid sales tax exemption certificate, Customer will be responsible for, and will promptly pay, all taxes of any kind (including but not limited to sales and use taxes) associated with this Agreement or Customer's receipt of Services, except for taxes based on Remedy's net income.

(b) Expenses. If applicable to a Statement of Work, upon submission of reasonably detailed monthly invoices, Customer will reimburse Remedy for reasonable travel and incidental expenses that are actually incurred in connection with the provision of the Services. All reimbursements are to be made within thirty (30) days of the date of the invoice.

4. Term & Termination.

(a) Term. The "Term" of this Agreement will commence on the effective date noted above and will remain in effect for a term as set forth in the applicable Statement of Work, unless otherwise terminated in accordance with this Agreement. The Term shall automatically renew for additional one (1) year periods unless either party gives prior written notice of termination at least one hundred twenty (120) days in advance of the end of the then-current term.

(b) Termination. Remedy may terminate this Agreement for convenience at any time by providing Customer at least one hundred and twenty (120) days prior written notice. Unless otherwise specifically agreed in writing or set out in a Statement of Work, any outstanding Statement of Work at the time of such termination for convenience by Remedy will continue to be performed in accordance with the applicable Statement of Work and governed by this Agreement. If either party materially breaches a material provision of this Agreement or an applicable Statement of Work (including failure to make any payment due hereunder), the other party may terminate this Agreement upon fifteen

(15) days prior written notice specifying the breach, and this Agreement shall automatically terminate at the end of such period unless the breach is cured within such period. Termination of this Agreement and any related and supporting Statement of Work will not limit either party from pursuing any other remedies available, including injunctive relief, nor will termination relieve Customer of its obligation to pay all charges for work performed prior to, and if applicable following, such termination. The parties' rights and obligations under Sections 4(b), 5- 11, plus all accrued or continuing rights to payment, will survive the termination of this Agreement.

5. Compliance with HIPAA. Remedy agrees to perform the Services in accordance with a reasonable good faith interpretation of (i) the federal Health Insurance Portability and Accountability Act, Public Law 104-191 ("HIPAA") requirements, to the extent that HIPAA services are included in the Services and pursuant to the Business Associate Agreement attached hereto as Exhibit B. Except for such responsibilities assumed by Remedy in this Agreement, Customer shall be responsible for (a) compliance with laws and governmental regulations (including state and local health care continuation laws) affecting the Services and Customer's business and (b) any use it may make of the Services to assist it in complying with such laws and governmental regulations. Remedy shall not be bound by any additional policies outside of its compliance with HIPAA as expressly stated in this Section 5.

6. Confidential and Proprietary Information. Each party (the "Receiving Party") will keep confidential and not disclose to any other third party or use (except as expressly and unambiguously authorized by this Agreement) any information, data, technology, software, or any other business or technical information, defined herein as Confidential and Proprietary Information obtained from the other party (the "Disclosing Party"). All (a) Customer Material shall be deemed the Confidential and Proprietary Information of Customer; and (b) Remedy Material shall be deemed the Confidential and Proprietary Information of Remedy. Confidential and Proprietary Information shall not include any information that the Receiving Party can show: (i) at the time of disclosure is publicly available or becomes publicly available through no act or omission of the Receiving Party, (ii) is or has been disclosed to the Receiving Party by a third party who is not under, and to whom the Receiving Party does not owe, an obligation of confidentiality with respect thereto, or (iii) is or has been independently acquired or developed by the Receiving Party without access to the Disclosing Party's Confidential and Proprietary Information. The Receiving Party may disclose Confidential and Proprietary Information of the Disclosing Party pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Receiving Party gives prompt notice to the Disclosing Party, and shall not divulge any information until the Disclosing Party has had the opportunity to seek a protective order or other appropriate remedy to curtail such disclosure. In addition, if Customer is a governmental entity that is subject to the U.S. Freedom of Information Act, or to a similar or analogous state or local regulation ("FOIA"), and a third party seeks to obtain any Remedy Material disclosed to Customer under this Agreement pursuant to FOIA, then (1) Customer shall promptly notify Remedy of such request, including complying with any pre-disclosure notification requirements required under FOIA, (2) Customer shall deem the Remedy Materials which includes any reports provided by Remedy pursuant to the Services to be commercial and financial information of Remedy that is privileged, confidential and a business or trade secret of Remedy, and (3) if Customer believes after review by Customer's legal counsel that Customer is legally obligated to disclose any of the Remedy Materials and/or any reports provided by Remedy pursuant to the Services, Customer shall provide as much notice to Remedy as possible in order for Remedy to seek to restrict such disclosure under FOIA. If such actions by such party are unsuccessful, or the Disclosing Party otherwise waives its right to seek such remedies, the Receiving Party shall disclose only that portion of the Confidential and Proprietary Information which it is legally required to disclose. For the avoidance of doubt, PHI disclosed pursuant to the Business Associate Agreement incorporated by reference and attached hereto as Exhibit B is excluded from the terms of this Section 6.

7. Cooperation and Coordination.

(a) Cooperation. Customer acknowledges that the timely provision of and access to equipment, assistance, cooperation, complete and accurate information and data from its officers, agents, and employees, are essential to performance of any Services under this Agreement and that Remedy's obligation to complete any Services is dependent upon the same. Neither party will be liable to the other party for any delay or failure in performance that is due to causes beyond the reasonable control of said party. Customer's failure to timely perform any of its obligations under this Agreement or a Statement of Work shall relieve Remedy of its dependent obligations to the full extent of such Customer delay.

(b) Disputes. The parties shall make a good faith effort to resolve any dispute between them by negotiation. Either party may invoke the requirements of this Section by giving written notice to the other party. Within ten (10) days after any such notice is given, the representatives of the parties shall confer in the manner determined by agreement between them. If resolution of the dispute cannot be resolved within ten (10) days following the initiation of such process, upon the request of either party, the chief executive officers of each party shall meet to attempt to resolve the dispute. If agreement as to resolution cannot be achieved within a reasonable time following escalation to such level, either party shall be free to exercise all available rights and remedies under this Agreement and applicable law.

8. Ownership.

(a) Customer Material. As between Customer and Remedy, Customer (or, to the extent applicable, third parties) shall own all Intellectual Property Rights in all Customer Material, subject to the rights and licenses granted below. Customer grants Remedy and its subcontractors a nonexclusive, royalty-free, worldwide right and license during the term of this Agreement to use, reproduce, perform, display, transmit, operate, maintain, modify and prepare derivative works of Customer Material for the purpose of (i) providing Services to Customer in accordance with this Agreement and as otherwise set forth in an applicable Statement of Work, (ii) and utilizing the Data as set forth in Section 8(c) below, and (iii) for any other Company business purpose.

(b) Remedy Material. Remedy shall continue to own all Remedy Material. Remedy hereby grants Customer a non-exclusive, royalty-free, perpetual, irrevocable, transferable, fully paid-up, worldwide right and license to use Remedy Material solely in connection with the Services. Customer acknowledges that Remedy provides services similar to those provided under this Agreement to third parties and Remedy may be providing deliverables to third parties that are similar to the deliverables being provided to Customer, provided that such other deliverables shall not contain any Customer Material or Customer Proprietary Information.

(c) Data. Rights in and to Data shall be specified in an applicable Statement of Work.

(d) Third Party Material. In performing the services, Remedy shall not incorporate, any Third Party Material, into any deliverable unless Remedy or Customer has all necessary licenses and rights to do so. In the event Remedy incorporates any Third Party Material into any deliverable, unless otherwise agreed in writing by the parties on a case-by-case basis, Customer is hereby granted and will have the same scope of rights that Remedy has in and to such Third Party Material.

(e) Indemnification. Each party shall indemnify, defend, and hold harmless the other party from and against any and all third party claims, actions, suits, demands, assessments, or judgments asserted, and any and all losses, liabilities, damages, costs, and expenses (including without limitation, attorneys' fees, accounting fees, and investigation costs to the extent permitted by law) alleged or incurred arising out of or relating to any operations, acts or omissions of the indemnifying party or any of its employees, agents, and invitees in the exercise of the indemnifying party's rights or the performance or observance of the indemnifying party's obligations under this Agreement.

9. Warranty; Disclaimer.

(a) Remedy Warranties. Remedy represents and warrants that (i) the Services will be performed in a professional and workmanlike manner, (ii) it

has sufficient rights in the Remedy Material to grant the rights and licenses granted herein, and (iii) the Remedy signatory has the rights, powers and privileges to enter into this Agreement.

(b) Customer Warranties. Customer represents and warrants that (i) it has sufficient rights in the Customer Material to grant the rights licenses granted herein, (ii) Customer signatory has the rights, powers and privileges to enter into this Agreement, and (iii) all Data and Customer Material provided to Company shall be accurate and complete.

(c) Disclaimer. EXCEPT FOR THE EXPRESS WARRANTIES STATED IN THIS SECTION 9, EACH PARTY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM ERRORS, CORRECTNESS, ACCURACY, AND RELIABILITY, AND ALL WARRANTIES ARISING OUT OF USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. Limitation of Liability. EXCEPT FOR BREACHES OF SECTION 5 OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, THE LIABILITY OF A PARTY UNDER THIS AGREEMENT TO THE OTHER PARTY, REGARDLESS OF THE BASIS OF LIABILITY OR THE FORM OF ACTION, WILL IN NO EVENT EXCEED THE TOTAL AMOUNTS PAID OR PAYABLE TO REMEDY BY CUSTOMER IN RESPECT OF THE APPLICABLE STATEMENT OF WORK AT ISSUE. EXCEPT FOR BREACHES OF SECTION 5 OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONTINGENT, PUNITIVE, EXEMPLARY, RELIANCE OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE, AND WHETHER OR NOT ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Publicity. Each party may only disclose to third parties that it is engaged in a business relationship with the other party. Any other disclosures or release of information regarding the other party may only be done upon the other party's prior written consent.

12. Miscellaneous.

(a) Relationship of Parties. For all purposes under this Agreement, each party will be and act as an independent contractor of the other and will not bind or attempt to bind the other to any contract, and nothing contained herein shall be deemed to constitute either party as an employee, partner, joint venture, or agent of the other party. Nothing contained herein shall prevent Remedy from contracting or working with any third party.

(b) Governing Law; Attorneys' Fees. This Agreement, and all matters arising out of or relating to this Agreement, will be governed by the internal laws of the State of Wisconsin (irrespective of choice of law principles). In any action to enforce this Agreement the prevailing party will be entitled to costs and attorneys' fees.

(c) Notice. All notices, including notices of address change, required to be sent hereunder will be in writing and delivered personally, sent by confirmed facsimile, by confirmed e-mail or other reliable electronic messaging service, by certified mail postage pre-paid and return receipt requested, or by a nationally recognized express delivery service if sent to the address listed in this Agreement. All notices will be effective upon receipt.

(d) Severability. If any provision of this Agreement is held invalid or unenforceable in any respect, that provision shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full effect and enforceable.

(e) Assignment. This Agreement may not be assigned or transferred by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except that either party shall be entitled to assign this Agreement to any successor to all or substantially all of its business that concerns this Agreement (whether by sale of stock or assets, merger, consolidation or otherwise) without the prior written consent of the other party provided that this Agreement will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

(f) Waiver. No waiver of any breach of any provision of this Agreement will constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

(g) Amendment. Any modifications of this Agreement must be in writing signed by a duly authorized representative of each party.

Exhibit B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is being entered into between **Remedy Analytics, Inc.** and its Affiliates (“Business Associate”) and all of the Health Plans of Plan Sponsor (“Covered Entity”) to facilitate compliance with the HIPAA Rules. It is also being entered into between the parties to facilitate compliance with the HITECH Amendment to HIPAA. In consideration for the compensation paid to Business Associate to provide services relating to and on behalf of Covered Entity, the parties agree to the terms set forth in this Agreement.

This Agreement is effective as of the date both parties have signed this Agreement.

Article 1

Definitions

The following terms have the meanings described in this Article for purposes of the Agreement unless the context clearly indicates another meaning. Terms used, but not otherwise defined, in this Agreement have the same meaning as those terms in the Privacy Rule.

1.1 Affiliate

“Affiliate” means an affiliate of Business Associate that will adhere to this Agreement if Covered Entity wishes to engage in services with an Affiliate through the Business Associate during the course of the relationship of Business Associate and Covered Entity

1.2 Business Associate

“Business Associate” means the first entity described in the first paragraph of this Agreement.

1.3 CFR

“CFR means the Code of Federal Regulations.

1.4 Covered Entity

“Covered Entity” means all of the Health Plans maintained by Plan Sponsor.

1.5 Designated Record Set

“Designated Record Set” has the same meaning as the term “Designated Record Set” in 45 CFR 164.501.

1.6 Electronic Health Record

“Electronic Health Record” means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.7 HIPAA

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996.

1.8 HIPAA Rules

“HIPAA Rules” means the privacy, security, breach notification and enforcement rules of 45 CFR Parts 160 and 164.

1.9 HITECH Amendment

“HITECH Amendment” means the changes to HIPAA made by the Health Information Technology for Economic and Clinical Health Act.

1.10 Individual

“Individual” has the same meaning as the term “individual” in 45 CFR 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

1.11 Plan Sponsor

“Plan Sponsor” means Township of Union Public Schools.

1.12 Protected Health Information or PHI

“Protected Health Information” or “PHI” has the same meaning as the term “protected health information” in 45 CFR 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

1.13 Required By Law

“Required By Law” has the same meaning as the term “required by law” in 45 CFR 164.103.

1.14 Secretary

“Secretary” means the Secretary of the Department of Health and Human Services or his designee.

1.15 Security Incident

“Security Incident” has the same meaning as the term “Security Incident” in 45 CFR 164.304.

Article 2

Obligations and Activities of Business Associate

Business Associate agrees to perform the obligations and activities described in this Article.

Business Associate understands that it is subject to the HIPAA Rules in a similar manner as the rules apply to Covered Entity. As a result, Business Associate agrees to take all actions necessary to comply with the HIPAA Rules for business associates, including, but not limited to, the following: Business Associate shall establish policies and procedures to ensure compliance with the HIPAA Rules, Business Associate shall train its workforce regarding the HIPAA Rules, Business Associate shall enter into this privacy/security Agreement with Covered Entity, Business Associate shall enter into privacy/security agreements with its subcontractors that perform functions relating to Covered Entity involving PHI, and Business Associate shall conduct a security risk analysis.

2.1 Business Associate agrees to not use or disclose PHI other than as permitted or required by the Agreement or as Required By Law.

Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement.

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

Business Associate agrees to report to Covered Entity any use or disclosure of the PHI not provided for by this Agreement of which it becomes aware and/or any Security Incident of which it becomes aware. With regard to inconsequential Security Incidents that occur on a frequent basis, such as “pings” or other unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by Business Associate, Business Associate agrees to report to Covered Entity upon written request and no more frequently than annually, whether such inconsequential Security Incidents have occurred during the 12 month period preceding the date of the request.

2.3 Business Associate agrees to the following in connection with the breach notification requirements of the HIPAA Rules:

(a) If Business Associate discovers a breach of unsecured PHI, as those terms are defined by 45 CFR 164.402, Business Associate shall notify Covered Entity without unreasonable delay and within 10 calendar days after discovery. For this purpose, discovery means the first day on which the breach is known to Business Associate or by exercising reasonable diligence would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a breach if the breach is known or by exercising reasonable diligence would have been known to any person, other than the person committing the breach, who is an employee, officer, subcontractor or other agent of Business Associate. The notification must include identification of each individual whose unsecured PHI has been or it has reasonably believed to have been breached and any other available information in Business Associate’s possession which the Plan is required to include in the individual notice contemplated by 45 CFR 164.404.

Notwithstanding the immediately preceding paragraph, Business Associate shall assume the individual notice obligation specified in 45 CFR 164.404 on behalf of Covered Entity where a breach of unsecured PHI was committed by Business Associate or its employee, officer, subcontractor or other agent of Business Associate or is within the unique knowledge of Business Associate as opposed to Covered Entity. In such case, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the affected individual(s). Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

(b) Further, where a breach involves more than 500 individuals and was committed by the Business Associate or its employee, officer, subcontractor or other agent or is within the unique knowledge of Business Associate as opposed to Covered Entity, Business Associate shall provide notice to the media pursuant to 45 CFR 164.406. Again, Business Associate will prepare the notice and shall provide it to Covered Entity for review and approval at least five calendar days before it is required to be sent to the media. Covered Entity shall promptly review the notice and shall not unreasonably withhold its approval.

Business Associate shall either report the above-described breaches of unsecured PHI with respect to Covered Entity to the Secretary in accordance with 45 CFR 164.408 or alternatively, shall maintain a log of the above-described breaches of unsecured PHI with respect to Covered Entity and shall submit the log to Covered Entity within 30 calendar days following the end of each calendar year so that the Plan may report breaches to the Secretary in accordance with 45 CFR 164.408(c).

2.4 Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits PHI on behalf of Business Associate regarding Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement and the HIPAA Rules to Business Associate with respect to such information. Moreover, Business Associate shall ensure that any such agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect Covered Entity's electronic PHI.

Business Associate agrees to provide reasonable access, at the written request of Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed in writing by Covered Entity, to an Individual or the Individual's designee in order to meet the requirements under 45 CFR 164.524. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.5 Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs in writing or agrees to pursuant to 45 CFR 164.526, or take any other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

Following receipt of a written request by Covered Entity, Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI created, received, transmitted or maintained by Business Associate on behalf of Covered Entity, reasonably available to the Secretary for purposes of the Secretary determining compliance with the HIPAA Rules.

2.6 Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment.

Following receipt of a written request by Covered Entity, Business Associate agrees to provide to Covered Entity or an Individual or the Individual's designee, information collected in accordance with Section 2.11 of this Agreement, to permit Covered Entity to respond to a request by an Individual or the Individual's designee for an accounting of disclosures of PHI in accordance with 45 CFR 164.528, or effective as of such date prescribed by regulations issued by the U.S. Department of Health and Human Services, an accounting of disclosures of PHI from an Electronic Health Record in accordance with the HITECH Amendment. If Business Associate receives a request directly from an Individual or the Individual's designee, Business Associate shall notify Covered Entity as soon as administratively feasible in order for the parties to coordinate a response.

2.7 To the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

Article 3

Permitted Uses and Disclosures by Business Associate

3.1 Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity as specified in the underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. If there is no underlying service agreement between Plan Sponsor and Business Associate with respect to the Health Plan(s), Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, Covered Entity for the purposes of payment, treatment or health care operations as those terms are defined in the HIPAA Rules, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity.

Business Associate is authorized to use PHI to de-identify the information in accordance with 45 CFR 164.514(a)-(c). Before proceeding with any such de-identification, Business Associate shall inform Covered Entity in writing of the manner in which it will de-identify the PHI and the proposed use and disclosure by the Business Associate of the de-identified information.

3.2 Business Associate may use or disclose PHI as Required by Law.

Business Associate agrees to make uses and disclosures and requests for PHI consistent with Covered Entity's minimum necessary policies and procedures.

3.3 Business Associate may not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth in this Article.

Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.4 Business Associate may disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances in writing from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

Business Associate may use PHI to provide data aggregation services relating to the health care operations of the Covered Entity.

Article 4

Obligations of Covered Entity

4.1 Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

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

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

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. However, there is an exception to this restriction if, pursuant to this Agreement, Business Associate uses or discloses PHI for data aggregation or management and administration and legal responsibilities of the Business Associate.

Article 5

Term and Termination

5.1 Term

This Agreement shall replace and take precedence over any prior business associate agreement entered into between the parties. It shall take effect on the date when both parties have signed this Agreement and shall terminate on the date the Agreement is terminated for cause pursuant to Section 5.2, when the underlying service agreement between the parties with respect to the Health Plan(s) terminates, or as of such other date as agreed to by the parties in writing.

5.2 Termination for Cause

Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines that Business Associate has violated a material term of the Agreement. In this situation, Covered Entity shall either:

(a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within a reasonable time, as specified by Covered Entity; or

Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and Covered Entity determines that cure is not possible.

5.3 Effect of Termination

(a) Except as provided in subparagraph (b), upon termination of this Agreement, for any reason, Business Associate shall return or if agreed to by Covered Entity, destroy all PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form. Business Associate shall retain no copies of the PHI.

In the event that Business Associate determines that the PHI is necessary for its own management and administration or to carry out its legal responsibilities and Business Associate determines that it needs to retain the PHI for such purposes after termination of the Agreement, Business Associate agrees to the following restrictions set forth in this subsection. Specifically, upon termination of this Agreement, for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained or received by Business Associate on behalf of Covered Entity, shall:

(1) Retain only the PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this subsection, for as long as Business Associate retains the PHI;

(2) Not use or disclose the PHI retained by Business Associate other than for the purposes for which the PHI was retained and subject to the same conditions set out in Sections 3.5 and 3.6 which apply prior to termination; and

Return to Covered Entity or, if agreed to by Covered Entity in writing, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

(b) Notwithstanding any other provision of this Section, Covered Entity may authorize Business Associate to transmit PHI to another Business Associate of the Covered Entity at termination pursuant to Covered Entity's written instructions.

Article 6

Miscellaneous

6.1 Notice

Any notice or other written communication required or permitted to be given to the other party under this Agreement must be addressed to the attention of the other party in care of the contact person identified below. Written notice may be delivered by certified mail or overnight mail.

Business Associate:

Remedy Analytics, Inc.

10700 W. Research Drive, Suite 3

Wauwatosa, WI 53226

Contact Person: Kerry Carmichael

President of Client Engagement

Covered Entity:

Health Plans of: Township of Union Public Schools

Contact Person:

2369 Morris Ave

Union NJ 07083

6.2 Regulatory References

A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

6.3 Amendment

This Agreement may only be amended in a written document signed by an authorized representative of each party. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the HIPAA Rules. If the Business Associate refuses to sign such an amendment, this Agreement shall automatically terminate.

6.4 Survival

The respective rights and obligations of Business Associate under Section 5.3 of this Agreement shall survive the termination of this Agreement.

6.5 Interpretation

Any ambiguity in this Agreement shall be resolved to permit compliance with the HIPAA Rules.

6.6 Successors

This Agreement is binding on each party's legal successors.

6.7 Indemnification

Business Associate agrees to indemnify and hold harmless Covered Entity, Plan Sponsor and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and

expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Business Associate or its subcontractors or agents in violation of this Agreement.

Covered Entity and Plan Sponsor agree to indemnify and hold harmless Business Associate and its directors, officers and employees against any and all claims, lawsuits, settlements, judgments, costs, penalties and expenses including attorneys fees resulting from or arising out of or in connection with a use or disclosure of PHI by Covered Entity or Plan Sponsor, or agents of Covered Entity or Plan Sponsor, in violation of this Agreement.

6.8 No Beneficiaries

Nothing expressed or implied in this Agreement is intended to confer, nor shall anything confer, upon any person other than the Covered Entity, Plan Sponsor and Business Associate, and their respective successors or assigns, any rights, remedies, obligations or liabilities.

Remedy Analytics, Inc. (Business Associate)

Dated: _____

By <Signature> _____

Title _____

Health Plans of Township of Union Public Schools
(Covered Entity)

Dated: _____

By <Signature> _____

Title _____