

**EATON BOARD OF EDUCATION SPECIAL MEETING**  
**Virtual Google Meet Live Stream**  
**June 29, 2020**  
**3:00 p.m.**

**I. Opening of the Meeting**

**A. Call to Order – President**

**B. Roll Call – President**

E. Beeghly \_\_\_\_\_ D. Durham \_\_\_\_\_ B. Myers \_\_\_\_\_ L. Noble \_\_\_\_\_ T. Parks \_\_\_\_\_

**C. Pledge of Allegiance**

**II. Treasurer's Business**

***ADOPTION OF CONSENT AGENDA ITEM - FINANCIAL***

Action by the Board of Education in “Adoption of Consent Agenda Item” at this point of the agenda means that item A is adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

**A. The Treasurer recommends approval of the following:**

1. Approve final appropriations for FY20.
2. Approve temporary appropriations for FY21.
3. Return advance in the amount of \$120,000.00 from Food Service 006-0000 to General Fund 001-0000, retroactive to June 25, 2020.
4. Transfer \$60,000 from General Fund 001-0000 to Food Service 006-0000, retroactive to June 25, 2020.
5. Advance \$120,000.00 from General Fund 001-0000 to Food Service 006-0000, effective July 1, 2020.
6. Advance \$60,000 from General Fund 001-0000 to Athletic Fund 300-9500, effective July 1, 2020.
7. Approve creation of Fund 003-9905 Tennis Court Project.
8. The Administration recommends approval of the agreement with Weswurd, LLC, as the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (“OMSP”) for claims with dates of service from July 1, 2020 through June 30, 2021 (Attachment A).

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve agenda item II.A.

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

### **III. New Business**

#### ***ADOPTION OF CONSENT AGENDA ITEMS - PERSONNEL***

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items A through D are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

#### **A. Employment – Administrative**

The Administration recommends the employment of the following personnel on a one-year limited contract for the 2020-2021 school year (July 1, 2020 – June 30, 2021). Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license.

1. Tammy Broughton, Psychology Assistant

#### **B. Employment – Certificated Staff**

The Administration recommends the employment of the following personnel on a one year limited contract for the 2020-2021 school year (July 1, 2020 – June 30, 2021). Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations. Employment contingent upon completion of all local and state requirements, including but not limited to background checks and appropriate license.

1. Sydney Anderson, Teacher

#### **C. Employment – Summer School Teacher**

The Administration recommends employing one summer school teacher effective June 29, 2020 through July 23, 2020 (Monday through Thursday), to be paid at a rate of \$125.00 per day for up to fourteen (14) days at 4.5 hours per day. Duties will include planning, supervision, instruction and progress monitoring. To be paid through title money.

#### **D. Employment – Temporary Summer Help**

The Administration recommends the employment of the James Beshears as a Temporary Summer Transportation Helper, at a rate \$13.75 per hour, not to exceed 40 hours per week, as needed June 30, 2020 through August 14, 2020.

**ADOPTION OF CONSENT AGENDA ITEMS - ADMINISTRATIVE**

Action by the Board of Education in “Adoption of Consent Agenda Items” at this point of the agenda means that items E through H are adopted by one single motion unless a member of the Board, the Superintendent, or the Treasurer requests that any such item be removed from the “Consent Agenda Items” and voted on separately.

**E. Textbook Adoption**

The Administration recommends the adoption of the following textbook, effective July 1, 2020.

1. American Government Institutions/Policies, Wilson, Dilulio, Bose, and Levedusky

**F. Agreement with South Community**

The Administration recommends approval of the agreement for mental health services with South Community, Inc, effective July 1, 2020 through June 30, 2021 (Attachment B).

**G. Agreement with SouthWest Ohio Computer Association**

The Administration recommends approval of the Schedule of Software Services, Exhibits I & II, with SouthWest Ohio Computer Association (SWOCA) for Fiscal Year 2020-2021(Attachment C)

**H. Resolution to Accept Bid for the Tennis Court Project**

The Administration recommends approval of a resolution to accept the bid and Alternate 1, Alternate 2, and Alternate 3 from Outdoor Enterprise, LLC, for construction of tennis courts and site improvements, effective July 1, 2020.

Motion by \_\_\_\_\_, second by \_\_\_\_\_, to approve agenda item III.A.

Discussion

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_.

**I. Executive Session**

To consider the employment of a public employee or official.

The following individuals are invited to attend: \_\_\_\_\_

Motion by \_\_\_\_\_, second by \_\_\_\_\_ to convene executive session.

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President convenes executive session at \_\_\_\_\_ p.m.

President resumes open session at \_\_\_\_\_ p.m.

#### **IV. Adjournment**

Motion by \_\_\_\_\_, seconded by \_\_\_\_\_ to adjourn the meeting.

Discussion.

Beeghly \_\_\_\_\_ Durham \_\_\_\_\_ Myers \_\_\_\_\_ Noble \_\_\_\_\_ Parks \_\_\_\_\_

President declares motion \_\_\_\_\_

President adjourns meeting at \_\_\_\_\_ p.m.

**AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES**

This Agreement is made between the Board of Education of the **Eaton Community City School District** (District) and **Weswurd, LLC** (Weswurd) the exclusive provider of services to assist the District in obtaining reimbursement for Medicaid-eligible expenses incurred under the Ohio Medicaid School Program (OMSP) for claims with dates of service from **July 1, 2020 through June 30, 2021**.

**DEFINITIONS**

CMS – Centers for Medicare and Medicaid Services

OMSP – the Ohio Medicaid School Program; sometimes referred to as MSP

ODM – the Ohio Department of Medicaid

ODE – the Ohio Department of Education

OAC – the Ohio Administrative Code – rules for OMSP

ORP – Ordering, Referring, Prescribing mandate from federal Medicaid was addressed in Ohio Administrative Code rule 5160-1-17.9 to comply with new program integrity regulations contained in Section 6401 of the Patient Protection and Affordable Care Act (ACA). There is no ORP in MSP. Therapists can only REFER services and; therefore, are being asked to comply by becoming Ohio Medicaid Providers.

RMTS – Random Moment Time Study – the RMTS is an **integral** part of the OMSP. It allows state departments, school district Medicaid programs and other eligible public agencies to accurately document staff activities relating to reimbursable Federal programs. All employed staff delivering services under the OMSP must participate in the RMTS each quarter.

Medicaid School Program Cost Report (CR) – An OMSP required financial report completed annually by each participating Medicaid Provider (each city, exempted village, and local school district). The report documents the actual costs the OMSP Provider district incurs for the Medicaid eligible services delivered. This report serves as the basis for ODM to final settle the Total Cost Reimbursable amount against the Interim reimbursements already received by the Medicaid

Provider. Annual settlements are paid by the District or rebated by the State based on the findings of this report.

Electronic Signature (e-signature) – an electronic signature is intended to provide a secure and accurate identification method for the signatory to provide a seamless transaction.

EDI – Electronic Data Interchange – “Electronic data interchange (EDI) transactions” are transactions developed by standard development organizations recognized by the federal Centers for Medicare and Medicaid Services (CMS) and adopted by the Ohio Department of Medicaid (ODM).

Trading Partner Agreement – A trading partner, as defined in the Ohio Administrative Code (OAC) 5101:3-1-20.1 is a covered entity (CE) that submits, receives, routes, and/or translates EDI transactions directly related to the administration or provision of medical assistance provided under a public assistance program.

Services listed in OAC 5120.35.05 & 5120.35.06 – The services listed in these two sections of the OMSP rule are Occupational Therapy services, Physical Therapy services, Speech & Audiology services, one-on-one Nursing services, School Psychology services, Mental Health services, Transportation, and reimbursements for Medical Supplies.

OMSP Service Documentation – daily documentation that supports the delivery of a service delivered under OAC 5120.35.05 & 5120.35.06. All services submitted to ODM for reimbursement must be supported by documentation that contains a description of the service, procedure, and method provided to the Medicaid recipient.

Compliance Auditor – One who ensures compliance with regulations and controls by examining and analyzing records, reports, operating practices, and documentation; recommending opportunities to strengthen the internal control structure.

IN CONSIDERATION OF their mutual promises, the **District** and **Weswurd** agree as follows:

**MSP COORDINATION OF PROGRAM & SERVICES**

1. Weswurd will maintain an EDI Trading Partner Agreement with ODM in order to submit Medicaid claims in the HIPAA compliant claim format.
2. Weswurd will assist, if necessary, the District in obtaining its Medicaid Provider Certification in accordance with the OMSP regulations necessary to receive OMSP reimbursements for Medicaid-eligible services provided to students in accordance with special education laws and as permitted through the OMSP. **Weswurd will assist the District through the re-certification process required every five years if re-validation falls during the term of this agreement.**
3. Weswurd will provide annually to both district service practitioners and administrators **OMSP training** for eligible services, program requirements, RMTS requirements and use of the Weswurd Web Documentation Program. Further training will be provided as needed at no additional cost via phone, in person, or other available means (e.g. Skype, GoToMeeting).
4. Weswurd will make available a **secure internet documentation program** to district service practitioners listed in OAC 5120.35.05.
5. Weswurd will accept written service documentation if provided on a **Weswurd pre-approved and OMSP compliant form.**
6. Weswurd is **reliant upon the accuracy of the service documentation as provided by the District** and Weswurd shall not be responsible for submitting improper claims based on service documentation which is false or completed in error by the District;
7. Weswurd will submit all qualifying District OMSP claims for reimbursement in accordance with ODM processing procedures **based on the district's ability to secure a PR-10 (Parental Consent to Share Health information for the Ohio Medicaid School Program), a related service referral, and service documentation provided by the District;**
8. Weswurd will be responsible for all claim submission and reconciliation. Weswurd will resubmit any erred claims whenever possible. Weswurd will serve as the **official Trading Partner for the District** in order to permit the processing of electronic claims to ODM on behalf of the District **and will remain as the appointed Trading Partner until all claims submitted by Weswurd have been received back from ODM even if this takes place outside the contract period.**

9. Weswurd will not seek OMSP reimbursements for students known to have Third Party Liability coverage (TPL is health insurance in addition to Medicaid insurance);
10. Weswurd will provide the District with a list of **recommended documents to retain** per OMSP & State audit requirements.
11. Weswurd will complete the annual federally-required Medicaid cost report in accordance with ODM and Ohio Department of Education (ODE) procedures for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement (e.g. FY21 gets reconciled in FY23).
12. Weswurd will serve as the **District's RMTS Coordinator** for the OMSP. In that capacity, Weswurd will comply with the RMTS requirements as established by ODE. Weswurd will provide the time study vendor for Ohio (currently, the University of Massachusetts) with an annual school district calendar and quarterly participant lists **as provided by the District**.
13. Weswurd will give implementation guidance for OMSP mandates; such as, the **Parental Consent** and **annual Notification** to Share Health information with the ODM, the **referral mandate** for services delivered, and any future mandates imposed on the OMSP participants.
14. Weswurd agrees to **make all electronically submitted service documentation available** to the District for electronic storage at such a time the contractual relationship between Weswurd and the District should be terminated. The District will incur any cost associated with said electronic storage. Electronic data will only be made **available upon receipt of all outstanding balances the District still owes Weswurd**.
15. Weswurd will assist the District for up to **five hours** without charge during any OMSP state audit **that occurs outside the contract periods for services rendered by Weswurd in the year under audit**. For any additional assistance, Weswurd will charge the District based upon a billing rate of **\$200.00** per hour.
16. Weswurd will observe all federal, State, and local laws, regulations and policies pertaining to the **confidentiality of any student education records** and information Weswurd or its agents, representatives of employees obtain in the performance of the Services under this Agreement, including, but limited to, the requirements of 20 U.S.C. §1232g *et seq.*, the Family Education Rights and Privacy Act ("FERPA"), O.R.C. §3319.321, and District Policies.
17. Weswurd will comply with the requirements of 45 CFR 164.504 (e)(1) for safeguarding and limiting access to information concerning beneficiaries of the services provided.

18. Weswurd will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the Weswurd books, documents, and records upon request.
19. Neither Weswurd nor its principals are suspended or debarred.

#### **DISTRICT MSP RESPONSIBILITIES**

1. **The District will identify specific personnel as part of an internal “MSP Team” to provide Weswurd with information that is integral to Weswurd’s work that permits the Medicaid Program reimbursements as expected by the District.** Weswurd recommends the following members for the team: From the Treasurer’s Department: Treasurer, Asst. Treasurer, Accts Receivable, Accts Payable, and EMIS Coordinator; from the Special Education Department: SpEd Director, SpEd secretary, and a School Psychologist.
2. The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (required once).
3. The District will submit an Ohio Medicaid Provider Application **and maintain a current, valid Ohio Medicaid Provider Agreement including any associated fees as may be required by the ODM and throughout the term of this agreement.** Additionally, the District agrees to re-validate the Medicaid Provider Agreement as often as required by the ODM and to incur any associated fees.
4. **The District will ensure that Weswurd remain the assigned Trading Partner until such a time as Weswurd has received the EDI 835 response from ODM for all submitted claims even if that transpires outside the contract period.** Failure to do so will result in a \$100/hr. conversion fee for all remittance advices from the PDF format to one in which Weswurd can accurately update their billing software. **The District must give Weswurd a 30-day written notice of desire to change Trading Partner Agreement with ODM.**
5. The District acknowledges that claims for services cannot be submitted to the ODM unless the District has a Parental Consent to Share Health information with the ODM and a referral for services delivered on file. In addition, **federally compliant daily service documentation from servicing practitioners must exist;** either hard copy or electronically.
6. The District shall provide skilled services in accordance with any applicable federal and state laws governing Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODM requirements, and specific OMSP rules and regulations;

7. The District will **provide a facility for the annual MSP training** provided by Weswurd and **identify an employee to coordinate the training dates and ensure said facility availability**;
8. The District will be **responsible for identifying all service professionals, whether employed or contracted**, to Weswurd **prior to the start of each new quarter** in the school fiscal year included in the term of this contract;
9. The District will appoint someone to verify quarterly RMTS Participation lists and notify Weswurd if a participant goes on a leave of absence, is dismissed, retires, or if any new practitioners have been hired by the District;
10. The District will require all employees and contractors who have in-person contact with students for the provision of services to undergo and successfully complete a criminal records check;
11. The District will provide verification and monitoring of the licensing credentials of all professional staff, whether employed or contracted, who submit documentation on behalf of the District for the purpose of receiving Medicaid reimbursements;
12. All District service practitioners will submit service documentation for the OMSP services provided to students as required by any applicable OMSP, ODM, and ODE regulations. **All practitioners, whether employed by or contracted with the District, are ultimately responsible for documenting in compliance with OMSP regulations and in accordance with their professional practice standards and in accordance with their state licensing board**;
13. All District service practitioners will submit service documentation for the OMSP services provided to students in accordance with **Weswurd approved electronic format or paper format**;
14. The District is responsible for ensuring that its OMSP practitioners document services delivered to **all students in accordance with OMSP requirements and submit documentation timely** as directed by Weswurd for processing of claims;
15. The District is responsible for ensuring that **all supporting documentation**; such as, Evaluation Team Reports, Individualized Education Plans, and attendance records are **current, are available for audit, and fully support submitted OMSP service claims**;
16. The District acknowledges **documentation maintenance and retention** as a Medicaid Provider **may conflict with other District documentation retention policies**, and the District **will take appropriate action to ensure that all OMSP documents are being**

**maintained for the appropriate amount of time.** Additionally, the District will ensure that **all personnel responsible for documentation retention are aware of all Medicaid documentation retention timelines.**

17. The District agrees that **Weswurd will complete all OMSP Cost Reports and AUP for all periods under this agreement even if the reconciliation dates fall outside the dates of this agreement** (e.g. FY21 gets reconciled in FY23). **The District will identify annually an employee to assist Weswurd to obtain documents required for AUP testing** by an independent CPA firm of the District's choosing;
18. The District **retains all responsibility for the cost report data provided to Weswurd to complete the OMSP Cost Report, and as such, holds Weswurd harmless for any consequences (financial or other) to the District for data that was incomplete, inaccurate, not collected, or reported within the cost report guidelines, and thus could result in audit findings and/or related financial paybacks of previously paid reimbursements.** Furthermore, the District is responsible for **ensuring that if other federal funds (e.g. Title funds, VI-B funds, etc.) are utilized to directly pay for Medicaid eligible services, that they report the use of those funds on the federal OMSP Medicaid Cost Report,** so that they are not paid twice through federal funding sources. The District is solely responsible for compliance with federal fund reporting in accordance with the OMSP Cost Report guidelines, and any federal requirements for acceptance of federal funds, and including any reimbursement paybacks requested from the Federal Medicaid Program if District is found to have been overpaid;
19. The District retains all responsibility for any state/federal financial paybacks of Medicaid reimbursements received by the District for the circumstances of overpayment in the annual cost report settlement process, or for state or federal program audit findings due to program documentation non-compliance or other reason specified by the Federal Medicaid Program. **District holds Weswurd harmless for any reimbursement paybacks under these circumstances;**
20. The District acknowledges upon termination of contract there may still be documentation entries on the Weswurd computer documentation system that have not yet been processed as claims and agrees to forfeit the submission of those services as claims **once the ODM Trading Partner agreement has been terminated;**
21. The District hereby acknowledges and represents to Weswurd that the appropriate staff has reviewed, understood, and implemented all regulations, guidelines, and standard procedures affecting the operation of the OMSP represented by the District authorized signature below. The District shall be solely responsible for the compliance, and the compliance of its practitioners with all such regulations, guidelines, and liability for any failure to comply.

### Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd an annual fee of **\$5,640.00** for services provided during each fiscal school year. Weswurd will invoice the District **\$470.00** monthly at the beginning of each month. Weswurd agrees that the total fees will not exceed 10% of the accrued reimbursement for each school year. The reconciliation process to ensure that the fee limit is not exceeded will occur after the District receives its final cost settlement from the State each year. Payment should be made within 30 days of receipt of invoice.

### Indemnification

Weswurd shall indemnify and hold harmless the District, its board, administrators, agents and employees from and against all claims, damages, losses or expenses, including but not limited to attorney fees, arising out of or caused in whole or in part by the intentional or negligent acts or omissions of Weswurd, anyone directly employed by Weswurd or anyone for whose acts Weswurd may be liable. This clause shall survive termination of this Agreement.

### Confidentiality

To the extent permitted by Ohio law, all materials and documents submitted by the District to Weswurd shall not be disseminated or disbursed to third parties without the express written consent of the District. Nothing contained in this paragraph shall require Weswurd to obtain consent for disclosure required by any federal, state or local law, rule or ordinance.

### Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding any prior written or oral discussions, negotiations and agreements.

### Severability

The terms of this Agreement are severable such that if any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable, the remainder of the provisions shall continue to be valid and enforceable.

### Venue and Construction

This Agreement shall be governed by and construed under the laws of the State of Ohio. The parties stipulate that the appropriate venue for any litigation arising from or incident to this Agreement shall be the courts of the County in which the district is located in Ohio.

### Assignment

Weswurd shall not sell, assign or transfer any part of this Agreement, or the performance required hereunder, without the written consent of the District.

Time is of the Essence

Time is of the essence in all respects in connection with this Agreement.

Waiver

No delay or failure to enforce any provision of this Agreement shall constitute a waiver or limitation of rights enforceable under this Agreement.

Modification

This Agreement shall not be modified, altered or changed except in a writing signed by both parties.

Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint-venture of the District and neither party shall hold itself out contrary to these terms, nor shall either party be bound by any representation, act or omission whatsoever of the other.

Notice

Any notice to either party hereunder must be in writing signed by the party giving it, and shall be served either personally or by registered or certified mail at the address written below the respective party's signature.

**Eaton Community City School District**  
Board of Education

Weswurd, LLC  
Susan Bollin, Owner / Operator

By: \_\_\_\_\_  
Board President Date

By: \_\_\_\_\_  
Susan Bollin Date

By: \_\_\_\_\_  
Treasurer Date

By: \_\_\_\_\_  
Superintendent Date

### **General Agreement**

This General Agreement is made this \_\_\_\_\_ day of June, 2020 between EATON COMMUNITY SCHOOLS and SOUTH COMMUNITY INC., an Ohio non-profit corporation ("SOUTH COMMUNITY").

WHEREAS, EATON COMMUNITY SCHOOLS desires to obtain the services of four (4) mental health professionals for students of EATON COMMUNITY SCHOOLS;

WHEREAS, SOUTH COMMUNITY desires to provide the services of four (4) mental health professionals to students of EATON COMMUNITY SCHOOLS;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties agree to an General Agreement commencing July 1, 2019 to June 30, 2020 (the "Term"), with the following additional provisions:

#### **OBLIGATIONS OF SOUTH COMMUNITY:**

SOUTH COMMUNITY will provide four (4) mental health therapists to EATON COMMUNITY SCHOOLS for the 2020-2021 school year. The mental health therapists will work specified hours during the school year to eligible students as defined by EATON COMMUNITY SCHOOLS.

SOUTH COMMUNITY will seek the approval of EATON COMMUNITY SCHOOLS for any new staff hired for this program.

The mental health professionals will report to a Program Manager for SOUTH COMMUNITY. SOUTH COMMUNITY'S Chief Operations Officer will monitor. EATON COMMUNITY SCHOOLS should report any issues to SOUTH COMMUNITY'S Chief Operations Officer.

The mental health professionals will operate by the policies and procedures for staff of EATON COMMUNITY SCHOOLS regarding personal conduct, dress code and the like.

The mental health professionals will work a schedule to compliment times available with the school.

The partial cost for the program is based on an hourly cost of \$47.50 per hour. The total number of hours of the contract is 756 for a total of \$35,910.00. The EATON COMMUNITY SCHOOLS will be billed in 10 installments of \$3,591.00. Each invoice will be payable upon receipt.

The mental health professionals will seek the sign off on the hours worked, if desired, by EATON COMMUNITY SCHOOLS.

Adjustments can be made to the total hours worked based on mutual agreement. The contract may be modified to increase the hours worked at any time upon mutual agreement. Extra hours will be billed at \$47.50 per hour. SOUTH COMMUNITY will make its best effort to accommodate any potential expansion of the program.

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**OBLIGATIONS OF EATON COMMUNITY SCHOOLS:**

- 1) Pay to SOUTH COMMUNITY the contract sum as outlined above.
- 2) Provide office and administrative support as necessary for the mental health professionals.
- 3) Coordinate program changes affecting the contract through the Program Manager for SOUTH COMMUNITY.
- 4) EATON COMMUNITY SCHOOLS acknowledges that SOUTH COMMUNITY is a “covered entity” under the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”), and, as such, is required to comply with the privacy and security regulations under HIPAA.

The parties do not intend or anticipate that EATON COMMUNITY SCHOOLS will have access to any “protected health information” (as defined in HIPAA) unless such information is disclosed by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS in a manner permitted by the privacy and security regulations of HIPAA. EATON COMMUNITY SCHOOLS agrees that if it obtains access to protected health information other than as described above, or if it becomes aware that any third party has or may have obtained access to protected health information, it shall immediately notify SOUTH COMMUNITY and shall take all action reasonably requested by SOUTH COMMUNITY to mitigate the effects of any such access and/or notify any affected individuals.

**INDEMNIFICATION:**

- (a) EATON COMMUNITY SCHOOLS shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless SOUTH COMMUNITY and its employees, directors/trustees, and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this General Agreement by EATON COMMUNITY SCHOOLS or the acts or omissions of EATON COMMUNITY SCHOOLS or any subcontractor of or consultant of EATON COMMUNITY SCHOOLS or any of EATON COMMUNITY SCHOOLS’ employees, directors or agents related to the performance or non-performance of this General Agreement.
- (b) SOUTH COMMUNITY shall, to the fullest extent permitted by law, protect, defend, indemnify and hold harmless EATON COMMUNITY SCHOOLS and its employees, directors and agents from and against any and all losses, costs, claims, penalties, fines, demands, liabilities, legal actions, judgments and expenses of every kind (including reasonable attorney fees, including at trial and on appeal) asserted or imposed against any indemnities arising out of the breach of this General Agreement by SOUTH COMMUNITY or the negligent acts or omissions of SOUTH COMMUNITY or any subcontractor of or consultant of SOUTH COMMUNITY or any of SOUTH COMMUNITY’S employees, directors or agents related to the performance or non-performance of this General Agreement.

**RENEWAL:**

This General Agreement shall be reviewed by both parties on an annual basis on or before April 1st for the purpose of a renewal recommendation. Rates for the year of a renewal shall not increase from the preceding contract year by more than three percent (3%). The General Agreement will be non-renewed upon written notice delivered by one party to the other on or before May 1<sup>st</sup> of the intended last term of the General Agreement.

**TERMINATION:**

- (a) Either party may immediately terminate this General Agreement if the other party materially breaches any term of this General Agreement and fails to cure such breach within 14 days after written notice thereof from the non-breaching party.
- (b) Either party may terminate this General Agreement by providing sixty (60) days written notice to the non-terminating party.
- (c) Any service fees received by SOUTH COMMUNITY but unearned shall be paid by SOUTH COMMUNITY to EATON COMMUNITY SCHOOLS upon termination.

**MISCELLANEOUS:**

- (a) This General Agreement represents the entire General Agreement between the parties concerning the subject matter hereof and supersedes all prior negotiations and General Agreements.
- (b) This General Agreement shall be governed by the laws of the State of Ohio.
- (c) Neither party shall assign this General Agreement without the prior written consent of the other party.
- (d) For all purposes, the parties are and shall remain independent contractors and nothing herein shall be deemed or construed to create an employer/employee, joint venture or partnership relationship between the parties. Neither party shall have any authority to incur any obligation on behalf of the other party or to make any promise, representation or contract of any nature on behalf of the other party.

Neither South Community nor its employees shall be deemed employees of the district at any time, for any purpose. As such, South Community will be responsible and/or pay for any wages, benefits, charges, fees, penalties, and/or taxes including Social Security taxes, Workers compensations taxes, Unemployment taxes, School Employee Retirement System, State Teachers Retirement System and/or any other governmental charges and/or taxes required to be paid on behalf of individuals providing services under this agreement.

- (e) This General Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Execution of this General Agreement may be evidenced by, and delivery of this General Agreement may be affected by, facsimile or electronic transmission of a manually signed signature page.



**EXHIBIT I**  
**SCHEDULE OF SOFTWARE SERVICES FOR**  
**FISCAL YEAR 2020-2021**

This Exhibit is hereby made a part of the Contract for Services by and between **Eaton Community SD** and SWOCA. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below.

**Number Served** represents the student count from **EMIS Period S, Beginning of Year Student Count (Dec. 2019)**

SOFTWARE SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>BASIC FISCAL SERVICES</b>				
Fiscal Services - State Software (min. \$2400/yr.)	\$3.80	2,261	\$8,591.80	quarterly
Infrastructure Maintenance Fee (min. \$400/yr.)	\$0.75	2,261	\$1,695.75	quarterly
<b>STUDENT RELATED SERVICES</b>				
ProgressBook DASL/SI (min. \$4500/yr.)	\$6.50	2,261	\$14,696.50	quarterly
GradeBook	\$3.80	2,261	\$8,591.80	quarterly
EMIS (min. \$1750/yr)	\$1.00	2,261	\$2,261.00	quarterly
IEP Anywhere (min. \$1750/yr)	\$1.40	2,261	\$3,165.40	quarterly
aSc Scheduler per Building (billed 4th quarter)	\$620.00	1	\$620.00	annually
<b>CONTRACTED STAFF SERVICES</b>				
IT Specialist II - S. Woods	\$69,449.81	/year	\$69,449.81	quarterly

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**Total Annual Software Fees: \$109,072.06**

\* This Exhibit represents an estimate of costs based upon current student enrollment and services used. The fees are based on the current SWOCA Fee Schedule, which is subject to annual approval by the SWOCA Executive Committee.

**EXHIBIT II**  
**SCHEDULE OF TECHNOLOGY SERVICES FOR**  
**FISCAL YEAR 2020-2021**

This Exhibit is hereby made a part of the Contract for Services by and between Eaton CSD and SWOCA. Charges will be incurred for only those services for which a rate is shown and/or a charge is itemized. Services will be rendered for the period of the Contract, unless otherwise stated below. Some items on this schedule are based on usage or storage and may vary during the fiscal year (i.e. hosting services).

TECHNOLOGY SERVICES PROVIDED	RATE	NUMBER SERVED	ANNUAL CHARGE	BILLING CYCLE
<b>INTERNET/CONNECTIVITY SERVICES</b>				
<i>Eratable Services - Pre Discount</i>				
Basic Internet Access/Connectivity/Fiber IRU	per contract		\$ 50,640.00	quarterly
<i>Eratable Services - Pre Discount</i>				
<b>MANAGED NETWORK SERVICES</b>	per contract		\$ 117,129.00	quarterly
<b>TECHNICAL SERVICES</b>				
Email Archiving	\$10.00	269	\$ 2,690.00	annually
Virtual Server Hosting	per contract		\$ 9,996.00	quarterly
Managed Backup Services	per contract		\$ 6,504.00	quarterly
<b>EQUIPMENT MAINTENANCE</b>				
See Attachment A for details			\$ -	quarterly
<b>TOTAL TECHNOLOGY SERVICES FEES:</b>			<b>\$186,959.00</b>	