

EATON BOARD OF EDUCATION SPECIAL MEETING
Hollingsworth East Elementary
June 29, 2017
5:30 p.m.

I. Opening of the Meeting

A. Call to Order – President Noble called the meeting to order.

B. Roll Call – President Noble called the roll.

R. Cooper Present L. Noble Present T. Parks Present

B. Pool Absent K. Shepherd Present

C. Pledge of Allegiance – President Noble led the Pledge of Allegiance.

A. Executive Session

To consider the employment of a public employee or official.

Dr. Curry, Rachel Tait, Andrew Cline, Heidi Wooddell, Kay Donahue, and Elizabeth Murphy were invited to participate in executive session.

Motion by Mr. Shepherd, second by Mr. Parks to convene executive session.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1617-154

President convenes executive session at 5:31 p.m.

President resumes open session at 5:56 p.m.

II. Treasurer's Business – Rachel Tait

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 FY17.
2. Approve temporary appropriations for FY18.
3. Create Class of 2021 Fund 200-9221.
4. Approve contract with Rea & Associates for Medicaid School Program Agreed Upon Procedures for Fiscal Years 2016 through 2018 (Attachment A).
5. Approve the agreement with Donald J. Schonhardt & Associates, Inc. for OCBOA financial statement preparation (Attachment B).
6. 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, 2017 through June 30, 2020 (Attachment C).

Motion by Mr. Parks, seconded by Mr. Cooper

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1617-155

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 I 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. Approve Agreement with Eaton School Support Personnel Association July 1, 2017 through June 30, 2020.

B. Salary Schedule for Exempt Employees

The Administration recommends approval of the Salary Schedule for Exempt Classified and Non-Bargaining Classified Staff as presented, effective July 1, 2017.

C. Amend Job Description

The Administration recommends approval to amend the Cafeteria Manager job description to reflect the term of employment at one hundred eighty five work days plus eleven paid holidays.

D. Amend Exempt Employee Handbook

The Administration recommends approval to amend the Salary and Fringe Benefits Handbook pertaining to the Administrative Assistant to Superintendent, Account Clerk Budget, Assistant to the Treasurer, Cafeteria Manager, Information Technology Specialist, EMIS Coordinator, Central Office Secretary Assigned to the Superintendent, Secretary to the Treasurer's Office, and Secretary to the Director of Operations, to reflect the term of employment of the Cafeteria Manager at one hundred eighty five work days plus eleven paid holidays.

E. Employment – Certified

The Administration recommends the employment of the following personnel on a one year limited contract for the 2017-2018 school year (July 1, 2017 – June 30, 2018.) Salaries, benefits and duties per Board Policy, Negotiated Agreement and Administrative Rules and Regulations.

1. Andrew Cline, Teacher
2. Heidi Wooddell, Teacher (.5)

F. Employment – Certificated Staff Supplemental Contract

The Administration recommends the following supplemental contract for the 2017-2018 school year, or as noted. Salaries and duties per Board Policy, Negotiated Agreement, Administrative Rules and Regulations, and any applicable state requirements.

1. Randy McKinney, Reserve Boys Basketball

G. Employment – Classified

The Administration recommends the employment of the following personnel for the 2017-2018 school year, effective the day after board approval unless otherwise noted. Employment contingent upon certification (where applicable), criminal background check, and all other state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Karamina Donahue, LPN Health Aide
2. Virginia Lovely, Cafeteria Worker
3. Elizabeth Murphy, Secretary

Resolution 1617-156 L amended in Resolution 1718-008 L. on August 10, 2017, to reflect the employment of Elizabeth Murphy, effective August 7, 2017.

H. Employment – Non-certificated Staff – Athletics

The following position has been posted and neither an employee of the district holding an educator license, who meets all of the Board's qualifications, nor a nonemployee of the district holding an educator license, who meets all of the Board's qualifications, has applied for, been offered, or accepted the position. The Administration recommends the employment of the follow nominees on one-year limited contracts for the 2017-2018 school year, or as noted, contingent upon completion of all state and local requirements. Salary and duties per Board Policy, Negotiated Agreement, and Administrative Rules and Regulations.

1. Matt Brankle, Reserve Baseball
2. Patrick Flanagan, Varsity Baseball
3. Kevin Schaeffer, Reserve Girls Soccer
4. Sasha Owens, Reserve Cheerleader Advisor (Football)

I. Volunteer

The Administration recommends approval of the following volunteer for the 2017-2018 school year, contingent upon completion of all state and local requirements, including criminal background check if necessary.

1. William Amburgey, Volunteer Boys Basketball Coach
2. William Amburgey, Volunteer Baseball Coach

Motion by Mr. Shepherd, seconded by Mr. Cooper

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1617-156

Resolution 1617-136 Q. amended in Resolution 1617-144 GG. on May 8, 2017, to show up to five teachers will be needed for the Third Grade Summer School Program instead of three.

J. Executive Session

To consider the employment of a public employee or official.

Dr. Curry and Rachel Tait were invited to participate in executive session.

Motion by Mr. Cooper, seconded by Mr. Parks to convene executive session.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1617-157

President convenes executive session at 6:00 p.m.

President resumes open session at 7:31 p.m.

IV. Adjournment

Motion by Mr. Parks, seconded by Mr. Shepherd to adjourn the meeting.

Discussion – None.

Cooper Y Parks Y Pool Absent Shepherd Y Noble Y

President declares motion Passed.

#1617-158

President adjourns meeting at 7:32 p.m.

DATE_____

PRESIDENT_____

TREASURER_____



June 9, 2017

Ms. Rachel Tait
Eaton Community Schools
306 Eaton Lewisburg Rd.
Eaton, OH 45320

Dear Ms. Tait:

This letter is to explain our understanding of the arrangements for, and the nature and limitations of, the services we are to perform for Eaton Community Schools with respect to certain records and transactions of Eaton Community Schools for the purpose of verifying data reported on the Medicaid School Program Agency Cost Report. Eaton Community Schools' management is responsible for the compliance with those requirements. The specific procedures to be performed are included in the following link:

<http://education.ohio.gov/Topics/Finance-and-Funding/Programs/The-Ohio-Medicaid-Schools-Program>.

Our engagement will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Because the procedures included in the attachment to this letter do not constitute an audit made in accordance with generally accepted auditing standards, we will not express an opinion on any of the specific elements, accounts, or items referred to in our report or on the financial statements of Eaton Community Schools taken as a whole.

At the conclusion of our engagement, we will submit a report in letter form outlining the procedures performed and our findings resulting from the procedures performed. Our report will contain a statement that it is intended solely for the use of Eaton Community Schools, Ohio Department of Medicaid and the Ohio Department of Education and should not be used by those who have not agreed to the procedures and taken responsibility for the sufficiency of the procedures for their purposes. Should you desire that others be added to our report as specified parties, please contact us as it will be necessary to obtain their agreement with respect to the sufficiency of the procedures for their purpose.

Our report will also contain a paragraph pointing out that if we had performed additional procedures or if we had conducted an audit in accordance with generally accepted auditing standards, matters in addition to any findings that may result from the procedures performed might have come to our attention and been reported to you.

The procedures that we will perform are not designed and cannot be relied upon to disclose errors, fraud or illegal acts, should any exist. However, we will inform the appropriate level of management of any material errors that come to our attention and any fraud or illegal acts that come to our attention, unless they are clearly inconsequential.

Furthermore, the procedures are not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, we will communicate to management and the board of education any significant deficiencies or material weaknesses that become known to us during the course of this engagement.

The sufficiency of these procedures included in the attachment, is solely the responsibility of the Specified Parties. We make no representation regarding the sufficiency of the procedures described above either for the purpose for which these services have been requested or for any other purpose.

If circumstances arise which in our professional judgment prevent us from completing the engagement, we retain the unilateral right to take any course of action permitted by professional standards, including withdrawal from the engagement.

During the course of our engagement, we may accumulate records containing data that should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

The assistance to be supplied by your personnel has been discussed and coordinated with your billing agent, Susan Bollin (Weswurd). The timely and accurate completion of this work is an essential condition to our completion of our services and issuance of our report. The fee below presumes that all information requested to complete the procedures will be obtained electronically.

The fees for the services described above are estimated not to exceed \$1,650 for each of the cost report dates ending 2016, 2017 and 2018, and may be subject to adjustments based on unanticipated changes in the scope of our work. All other provisions of this letter will survive any fee adjustment. Interim billings will be submitted as work progresses and as expenses are incurred. Billings are due upon submission.

In the event we are requested or authorized by Eaton Community Schools or are required by government regulation, subpoena, or other legal process to produce our documents or our personnel as witnesses with respect to our engagements for Eaton Community Schools, Eaton Community Schools will, so long as we are not a party to the proceeding in which the information is sought, reimburse us for our professional time and expenses, as well as the fees and expenses of our counsel, incurred in responding to such requests.

The approved contract represents the complete and exclusive statement of agreement between Rea & Associates, Inc. and Eaton Community Schools, superseding all other communications oral or written with respect to the terms of the engagement between the parties.

If this letter defines the arrangements as you understand them, please sign and date the enclosed copy and return it to us. We appreciate your business.

CONTRACT
for
MANAGEMENT CONSULTING SERVICES

This Contract is made and entered into this _____ day of _____, 20____, by and between Donald J. Schonhardt & Associates, Inc., 5307 Franklin Street, Hilliard, Ohio 43026-1409, hereinafter referred to as the "Consultant" and the Board of Education, Eaton Community Schools, 304 Eaton Lewisburg Rd., Eaton, Ohio 45320 acting through the Treasurer, hereinafter referred to as the "Board".

Whereas, the Consultant provides assistance to public entities in the development of improved accounting and financial management information systems; and

Whereas, the Board desires to retain the Consultant to provide assistance in the preparation of the 2017 Fiscal Year annual financial report prepared on a cash basis – Other Comprehensive Basis of Accounting (OCBOA); and

Whereas, the Board has reviewed the services to be provided by the Consultant and has authorized the services identified in the proposal to the Board, dated June 15, 2017, which is attached hereto as Appendix I and is hereby made a part of this Contract, as if fully rewritten herein.

Now, Therefore, in consideration of the mutual covenants and obligations contained herein, the parties hereto agree as follows:

Scope of Services (Section I)

The Consultant shall provide accounting and financial management consulting services to the Board in accordance with the Proposal to the Board developed by the Consultant and dated June 15, 2017, a copy of which is attached hereto as Appendix I and incorporated by reference into this Contract as if fully rewritten herein.

The Board acknowledges through acceptance of this section that the contract may cover a multi-year term as specified by the number of years designated below. Each OCBOA report prepared under the terms of a multi-year contract will be prepared according to the scope of services outlined in this contract at the hourly rates and maximum contract amounts specified in Appendix I.

# of years	Signature	Title
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Term of Agreement (Section II)

The term of this Contract shall begin upon the signing of the contract document by authorized agents of the parties to the Contract and shall remain in force until the work identified in Appendix I is completed by the Consultant or the Contract is cancelled by either party according to the terms of Section IV of this Contract titled "Termination".

Compensation (Section III)

Fee: Board agrees to pay to the Consultant an hourly rate (including travel time) plus mileage for management consulting services. The total amount billed for management consulting under the defined scope of services shall not exceed the amounts specified in Appendix I for each report year as designated in Section I (excluding an allowance for mileage reimbursement).

Termination (Section IV)

The Client shall furnish the Consultant with written notice of the Consultant's alleged breach of this Agreement. The Consultant shall have thirty (30) days after the Consultant's receipt of such notice to cure such breach and, if timely cured, this Agreement shall not terminate but continue in full force and effect. If the Consultant fails to cure such alleged breach, the Client may terminate this Agreement by furnishing to the Consultant written intent to terminate and the Consultant shall have no further right to cure. Termination under this provision shall not relieve the Client any payment obligations under this Agreement. Payment in full of all outstanding invoices for work rendered by Donald J. Schonhardt & Associates, Inc., shall be made on or prior to the termination date.

Limitation of Liability - Breach of Contract (Section V)

The Board agrees that regardless of the form of action, Donald J. Schonhardt & Associates, Inc. liability for damages shall not exceed the total amounts paid to Donald J. Schonhardt & Associates, Inc. under the terms of this Contract. This shall be the Board's exclusive remedy. No action, regardless of form, arising out of a claim of breach of this Contract may be brought by either party more than one year after the date of the alleged breach.

General Provisions (Section VI)

This Contract shall be governed by the laws of the State of Ohio.

This Contract contains the complete and exclusive statement of the agreement between the parties and supersedes all prior discussions, proposals, oral or written, and all other communications between the parties relating to the subject matter of this Contract.

No amendment to this Contract shall be effective unless it is in writing and signed by duly authorized representatives of both parties.

All notices hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested to the address of the parties first written above or by delivering in person to either party.

This Contract may be executed in one (1) or more copies, each of which shall be deemed an original.

General Provisions (Section VI) (Continued)

Each party has the power and authority to enter into and perform this Contract and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. Each party further acknowledges that it has read this Contract, understands it and agrees to be bound by it.

If any provision of this Contract is determined to be invalid or unenforceable, the remaining provisions of this Contract shall not be affected thereby and shall continue to be binding upon the parties and shall be enforceable as though the invalid or unenforceable provisions were not contained herein.

No term or provision shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claiming to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether expressed or implied, shall not constitute a consent to or waiver of or excuse for any other different or subsequent breach.

In witness whereof, the parties hereto have executed this Contract on the date and place first indicated above.

Board of Education
Eaton Community Schools
304 Eaton Lewisburg Rd.
Eaton, Ohio 45320

By: _____
Title: _____
Date: _____

P.O. # _____

Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409

By: Roy O. Porter
Roy O. Porter
Executive Vice President
Date: 6/16/17

Appendix I

***PROPOSAL TO THE
EATON COMMUNITY SCHOOL DISTRICT, OHIO***

for

CONSULTING SERVICES

for

ASSISTANCE IN THE PREPARATION

of

OCBOA FINANCIAL STATEMENTS

Prepared by
Donald J. Schonhardt & Associates, Inc.
5307 Franklin Street
Hilliard, Ohio 43026-1409
(614) 876-2020

June 15, 2017

EXECUTIVE SUMMARY

Overview

Ms. Rachel Tait, Treasurer of the Eaton Community School District, is currently in the process of planning for the preparation of the District's 2017 annual financial report presented on the cash basis (Other Comprehensive Basis of Accounting – OCBOA) of accounting. She has requested that we prepare a proposal to provide technical accounting and management oversight assistance in the preparation of a 2017 annual financial report.

Since our primary service to the public sector is the preparation of annual financial reports, we have made a commitment to continuing education for all of our staff members. We participate in Government Finance Officers Association (GFOA) and Association of Government Accountants (AGA) sponsored seminars to insure that our staff is knowledgeable about all current and proposed governmental financial reporting requirements. Because we work with over eighty (80) different public sector entities to prepare financial reports, our staff is exposed to a variety of methods which may be used by District staff to improve the efficiency of the report preparation process. We have not wavered from our commitment to provide the highest quality public sector financial and accounting services at a reasonable cost.

We believe that Donald J. Schonhardt & Associates, Inc. (DJS&A) is in a unique position to meet the District's request for assistance because of our hands-on experience in public sector finance and our continuing assistance to other School Districts throughout Ohio. The individuals who will assist the District have in excess of seventy (70) years of public sector finance and accounting experience and continue to work with over eighty (80) public sector entities (municipalities, counties, villages, townships, special districts and school districts) throughout the State of Ohio to prepare cash basis and GAAP basis (GASB 34 compliant) annual financial reports.

We recognize the significance of our continued association with the Eaton Community School District and are prepared to commit the necessary resources to assure the highest level of service.

Timing

The District will be required to submit their 2017 financial statements to the Auditor of State by August 30, 2017 to meet statutory requirements. We are prepared to begin work in July and anticipate completion of the financial statements by the filing deadline.

This proposal includes DJS&A time to review proposed audit adjustments and make mutually agreed upon material audit adjustments (if any), but **does not** include time to cover continual meetings with the auditors throughout the audit process or time to make immaterial, nonsubstantive changes to the narrative or format of the report. We have also included additional time necessary to put the financial statements into a PDF file format so that our clients may comply with the State Auditor's electronic filing requirement.

Engagement Approach

Donald J. Schonhardt & Associates, Inc., will be responsible for providing on-going management and technical accounting assistance on a regular basis throughout the report preparation process. Such assistance will include but is not limited to the following:

- Regular discussions with District staff to review completed documentation, discuss data collection and recording criteria and examine the status of the report preparation process.
- Answer questions as they arise and discuss the rationale for specific data collection activities and how they can be accomplished most efficiently.

The additional work required for development of GAAP Basis financial statements is **NOT** included as part of this proposal.

Professional Fees

It is our policy to estimate fees at an amount which is highly competitive, but which will enable us to provide responsive service of the highest quality. We base our fees on the time spent by personnel assigned to an engagement at hourly rates which are commensurate with the training and experience of those assigned to the project. We know that our hourly rates are extremely competitive and substantially less than those charged by other accounting and consulting firms that may not possess the actual hands-on experience of our staff. Management oversight and technical assistance will be billed at an hourly rate of \$110.00 per hour (including expenses) for work performed **plus** travel time and mileage at the rate of \$0.50 per mile.

In order to contain costs and pass the savings on to our clients, we are prepared to offer the same level of services identified in this proposal for preparation of a 2018 and 2019 OCBOA report at the same annual fee quoted for the 2017 OCBOA preparation. We will freeze this rate and annual contract amount with the signing of a multi-year contract not to exceed three (3) consecutive report years. This fixed rate is contingent upon the District's agreement that the scope of work will remain the same for this and the subsequent years and that no significant change in accounting policies and/or procedures is anticipated which will potentially alter the required level of service. We are confident that you will agree that such cost containment measures provide both current and long-term benefits to the District.

The multi-year contract option is included on the contract document and requires an appropriate approval signature on the line provided which will designate the term of the contract. We hope that you are able to take advantage of this opportunity so that we may continue to provide you with the highest quality of service at the best possible price.

Our fee to provide management and technical oversight in the report preparation, as outlined in the Summary of Work to be Performed **(excluding an allowance for mileage reimbursement)** will be:

<u>Report Year</u>	<u>Report Fee</u>
2017	\$6,000
2018	6,000
2019	6,000

The maximum amount that will be billed to the Eaton Community School District for hours worked on the project is as noted in the table above **(excluding an allowance for mileage reimbursement)**. The hourly rate quoted above will not increase during the term of the contract. The proposal is a maximum not to exceed bid for the scope of services defined by this proposal, the District will not pay more than the amount noted above provided the scope of services does not change.

Billing

Our practice is to bill in monthly installments covering the period worked on the engagement. Billings are due and payable upon receipt.

SUMMARY OF WORK TO BE PERFORMED

The objective of this engagement is to provide management, technical and accounting assistance, to the Eaton Community School District in the preparation of their 2017 annual financial report. It is anticipated that the engagement will be completed by August 30, 2017. The engagement consists of the following:

Management overview, technical assistance, documentation and preparation of one copy of the original financial statements which are suitable for preparing additional copies as required by the District.

An outline is provided below which indicates the major components of the project. The outline is not intended as a comprehensive work plan, but rather an overview of the services to be provided.

- Obtain prior year cash basis financial statements in order to determine the correct classification of revenues and expenditures.
- Obtain year end cash basis fund reports (year to date revenues, expenditures and fund balances).
- Obtain original and final budget amounts for major funds.
- Identify and eliminate appropriate interfund activity.
- Make final determination of major funds.
- Identify program revenues.
- Collect information to categorize net position.
- Prepare reconciliation between government-wide financial statements and fund based financial statements (if necessary).
- Prepare statement formats for all required financial information including all financial statements, including notes thereto, and required supplementary information.
- Assist in the preparation of Management's Discussion and Analysis (MD&A).
- Provide draft copy of financial statements along with supporting workpapers to the District's auditors.
- Make mutually agreed upon changes/corrections to the financial section as a result of the audit.
- Finalize statement preparation formats for the financial statements and prepare one (1) final printed version of the report suitable for making copies as required by the District.
- Provide the financial statements to the District as a PDF file for submission to the Auditor of State to meet electronic filing report requirements. (The PDF file will be provided after all necessary audit changes and reviews by the District's auditors in order to avoid changes to the PDF file.)

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, 2017 through June 30, 2020**.

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. Page 3 of 9

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. FY19 gets reconciled in FY21).

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. FY19 gets reconciled in FY21). 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 district **\$470.00** monthly at the beginning of each month commencing with July 2017 and ending on June 1, 2020. 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 for 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.