

CLEARVIEW FOUNDATION - GRANT REQUESTS 2014

500 AMOUNT GRANTED (700) AMOUNT REQUESTED

Y - YES

N- NO

P - PARTIAL

No	Request	Teacher	School	General	Nord	F.A.	Disp.
1	Sp. Ed. Rewards	Dimacchia	C	500 (1,000)			P
2	Choir Workshop	Young	C			300 (300)	Y
3	Tech Upgrade	Golski	C	350 (500)			P
4	College Visits	Branzel	C	500 (550)			P
5	Book Club	Cokain	C	400 (498)			P
6	Blue Crew	Tafe	C	300 (500)			P
7	Behavior Support	Tafe, et. all	C	200 (400)			P
8	Team Building	Christner	C	1,300 (1,000)	500 (1,000)		P
9	Art Cutter	Mason	C			0 (500)	N
10	Textbooks	Painter	C	0 (375)			N
11	Windsor Castle	Painter	C	0 (2,200)			N
12	Mural	Tafe, et all	C		0 (1,000)	500 (2,500)	P
13	O.A.A. Incentives	Ashofteh	D	1,000 (2,000)			P
14	Chicago Trip Subs	Timko	D	500 (3,048)			P
15	Student of the Month	Monos, Kubishke	D	200 (400)			P
16	Beast Trip	Young	D			750 (750)	Y
17	Xmas Carol Trip	Foster	D	0 (2,524)			N
18	Brain Pop	Streator, et all	D	1500 (1,495)			Y
19	E.D. Enrichment	Morgan	D	420 (847)			P

	REQUEST	TEACHER	SCHOOL	GEN.	NORD	F.A.	DISP
20	Reader & Math Trips	Staff	D	0 (735)			N
21	Reader & Math Prizes	Staff	D	600 (1,575)			P
22	Reader Incentives	Staff	D	0 (1,100)			N
23	Broadcasting	Cooley	D	300 (600)			P
24	Musical Performance	8 th Grade	D		705	(705)	Y
25	12 Kindles	Suppa	D	500 (1,000)			P
26	E Readers	Bevins	V	300 (600)			P
27	COSI on Wheels	Dodson	V	500 (990)			P
28	Classroom Tablets	2 nd Grade	V	500 (1,399)			P
29	Teachers Pay Teachers	2 nd Grade	V	0 (300)			N
30	Go Noodle Plus	2 nd Grade	V	500 (500)			Y
31	Listening Libraries	2 nd Grade	V	200 (200)			Y
32	Brain Pop Jr.	Groboske	V	0 (160)			N
33	A.R. - A.M. Rewards	Davies k-4	V	600 (750)			P
34	Music Recorders	Lange	V			244 (244)	Y
35	Stinky Cheeseman	Lange	V			1,000 (1,000)	Y
36	Opera	Ritter	V			0 (900)	N

	General	Nord	F.A.	Total
TOTAL REQUESTS	27,246	2,000	6,899	
AVAILABLE	11,197	1,217	2,847	
APPROVED	11,170	1,205	2,794	

TOTAL GRANTS \$15,169.00

AGREEMENT FOR OHIO MEDICAID SCHOOL PROGRAM SERVICES

This Agreement is made between the Board of Education of the Clearview Local 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 back claims with dates of service from July 1, 2014 through June 30, 2017.

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

1. In assisting the District in procuring Medicaid reimbursement for Medicaid-eligible services, Weswurd will provide the following services:
 - (a) 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;
 - (b) Weswurd will provide training to the District, as may be reasonably necessary to implement the OMSP, including addressing the requirements of the new IEP plan of care requirements;
 - (c) Weswurd will coordinate the District participation elements required to manage the daily operations of the OMSP for the District to apply for Medicaid reimbursements from the state Medicaid agency, the Ohio Department of Jobs and Family Services (“ODJFS”);

- (d) Weswurd will submit District OMSP claims for payment in accordance with ODJFS processing procedures based on service documentation provided by the District. For the purpose of OMSP, Weswurd will not seek reimbursements for students known to have TPL coverage. 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;
- (e) Weswurd will establish an Audit-Safe Document Maintenance program for the District for the purpose of preserving professional service documentation and all other related documentation necessary, according to OMSP requirements, for auditing;
- (f) 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. The District will have a period of 30 days from the last enforced day of the contractual agreement to secure said electronic files.
- (g) Weswurd will assist the District Treasurer in completing the annual federally-required Medicaid cost report and the Agreed Upon Procedures Engagement in accordance with ODJFS and Ohio Department of Education (“ODE”) procedures within any required timeframe;

- (h) Weswurd will assist the District with any OMSP audit, as is reasonably possible and dependent upon the viability of Weswurd at that time. Weswurd's assistance includes and is limited to gathering documentation in its possession, obtaining additional documentation from District files if needed and available, and providing the documentation to the auditors with explanation of the documentation if necessary. Weswurd will provide said assistance with any OMSP audit for a period of five hours without charge. Any additional assistance beyond that, Weswurd will charge based upon a rate of \$100.00 per hour.

2. The District will perform the following services:

- (a) The District is responsible for obtaining, with the assistance of Weswurd, and maintaining its Medicaid Provider Certification in accordance with the OMSP regulations, necessary to receive OMSP reimbursements for Medicaid-eligible services;
 - (i) The District will obtain a National Provider Identifier (NPI) number as required by the OMSP (only required once).
 - (ii) The District will submit an Ohio Medicaid Provider Application and obtain and maintain a current valid Ohio Medicaid Provider Agreement as often as may be required by the ODJFS.
- (b) The District shall provide, or cause to be provided, certain skilled services to eligible students under IDEIA. The services may include: physical therapy services, occupational therapy services, psychology services,

speech/language/audiology services, nursing services, social work services, and counselor services;

- (c) The District shall provide said skilled services to eligible students, or cause the services to be provided in accordance with any applicable federal and state laws concerning Medicaid services to eligible individuals, including Medicaid funding rules and regulations, ODE requirements, ODJFS requirements, and specific OMSP rules and regulations;
- (d) The District will be responsible for identifying all service professionals, employed or contracted, to Weswurd for the purpose of delivering OMSP training;
- (e) All District service providers will submit service documentation for the OMSP Medicaid-eligible services provided to students as required by any applicable OMSP regulations, ODJFS, and ODE;
- (f) All District service providers will submit service documentation for the OMSP Medicaid-eligible services provided to students in accordance with any electronic format or document format as provided by Weswurd;
- (g) The District is responsible for ensuring that its OMSP providers document services in accordance with OMSP requirements and submit documentation timely as directed by Weswurd for processing of claims;

- (h) The District will implement a document maintenance program, as advised by Weswurd, for the purpose of preserving any required OMSP documentation in accordance with any applicable state OMSP and federal Medicaid requirements;
- (i) The District will assist Weswurd in the procurement of any documents necessary to complete the Audit-Safe Document Maintenance program referred to in paragraph 1(e);
- (j) The District is responsible for ensuring that all supporting documentation, such as Individualized Education Plans and evaluations/testing reports are current, available for audit, and fully support submitted OMSP service claims. Weswurd will assist the District with ensuring that supporting documentation is available for audit of OMSP service claims;
- (k) The District will identify an employee who will be available to secure any needed information for Weswurd to file Medicaid reimbursement claims;
- (l) The District will complete the annual federally-required Medicaid Cost Report and the Agreed Upon Procedures Engagement in accordance with ODJFS and ODE procedures within any required time frame;
- (m) 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; a copy of which shall be placed in the

District's file of audit documents established under the Audit-Safe Document Maintenance program referred to in section 1 (e) above;

- (n) The District will provide verification and monitoring of the licensing credentials of all professional staff that submit documentation on behalf of the District for Medicaid billing purposes. A copy of each license shall be placed in the District's file of audit documents established under the Audit-Safe Document Maintenance program referred to in section 1 (e) above;
- (o) The District will give a 30 day notice prior to changing the Trading Partner designation on file with ODJFS. Failure to do so will result in a \$100/hr. conversion fee for all remittance advices downloaded in the Adobe format.

3. Compensation

As compensation for services provided to the District by Weswurd, the District shall pay Weswurd a per claim line fee of no more than five dollars (\$5.00) for each reimbursed claim line submitted to ODJFS as part of MSP interim reimbursements; provided, however, that the claim line fee will not exceed the interim reimbursement received. For the purpose of this agreement, a claim line is defined as one service discipline rendered to one student on one given day by one provider. A final reconciliation will be made upon settlement of the cost report. The total fee for MSP services will be no more than \$25 per IEP student as listed on the Statistics worksheet, Line 21 of the cost report, provided, the fee will not exceed the overall reimbursements received. Any interim payments made to Weswurd will be subtracted from the amount owing; or overpayments returned to the District.

4. Termination

Either party may terminate this Agreement without cause at any time upon giving not less than sixty (60) days written notice to the other party. Additionally, this Agreement shall automatically and immediately terminate upon any of the following events:

- (a) The filing of bankruptcy, assignment for the benefit of creditors, or trusteeship of Weswurd.
- (b) The death or disability of the sole member of Weswurd.
- (c) The cessation of operations of Weswurd.

5. 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.

6. 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.

7. Entire Agreement

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

8. 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.

9. 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 Lorain County, Ohio.

10. 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.

11. Time is of the Essence

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

12. Waiver

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

13. Modification

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

14. Relationship of the Parties

Weswurd is an independent contractor of the District, not a partner, agent or joint venturer 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.

15. 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.

**Clearview Local School District
BOARD OF EDUCATION**

**WESWURD, LLC
SUSAN BOLLIN, OWNER**

By: _____
Board President Date

By: _____
Susan Bollin Date

By: _____
Treasurer Date

By: _____
Superintendent Date

4700 Broadway
Lorain, OH 44052

PO Box 105
Holland, OH 43528