

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 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.

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 **\$3,420.00** for services provided during each fiscal school year. Weswurd will invoice district **\$285.00** monthly at the beginning of each month commencing with August 2017 (to include July 2017 for a double payment) 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.

Clearview Local 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

4700 Broadway
Lorain, OH 44052

P.O. Box 105
Holland, Ohio 43528



April 28, 2017

Dear Clearview Schools Board of Education Members:

Please accept the following as our proposal for therapy based services to the Clearview Schools.

As you are aware via communication from the Children's Developmental Center (CDC), Mercy Health has been selected to carry on the mission of the CDC through an integrated service delivery model. Mercy Health is dedicated to providing appropriate and cost-effective quality care that supports the students, parents, teachers, administration, and involved medical personnel. We hope that Mercy Health becomes your provider of choice for therapy based services.

We appreciate the opportunity to submit this proposed agreement. The therapy services will be provided under the same philosophy, energy, and collaboration as you have experienced in your relationship with the CDC. We have met with the CDC therapy team to obtain a solid understanding of the individual needs for your school system. Our proposal includes all disciplines, in case you have additional needs above your existing agreement with the CDC.

In conjunction with the longstanding relationship you have had with the CDC and the clinical expertise the staff of the CDC have provided to you, we here at Mercy Health Rehabilitation Services are looking forward to our potential future endeavors.

Should you have any needs or specific questions related to this agreement, please contact us directly. Both Managers listed will be working directly with your school system to make the transition to Mercy Health as seamless as possible.

Respectfully submitted,

Carrie Rittenhouse, Manager of Speech and Occupational Therapy (419) 571-6254

Deanna Schreiber, Manager of Physical Therapy (440) 668-3724

VENDOR CONTRACT

This Contract is entered into on the ____ day of _____, 2017 by and between the Clearview Schools Board of Education ("**Board**") and Mercy Health - Regional Medical Center LLC, d/b/a Mercy Children's Developmental Services ("**Vendor**"). Board and Vendor are referred to individually in this Agreement as a "Party" and collectively as the "Parties."

WHEREAS, the Board has occasional need for contracted services for the performance of services; and

WHEREAS, Vendor has presented itself as qualified and able to perform contracted services as set forth in this Contract.

NOW, THEREFORE, THE PARTIES AGREE:

1. **Scope of Work.** Vendor shall provide the following services on the terms set forth in this Contract:
 - a. **Requests for Evaluation:** The Board, acting through agents (e.g., school health professional, counselors) in schools governed by the Board ("**Schools**") may request evaluation of School students as to the need for and benefits of physical, occupational or speech therapy or therapies (individually or collectively, "**Therapy**"). In all cases, the Parties shall comply will all applicable laws concerning prescriptions or referrals for therapy from a doctor of medicine, a doctor of osteopathy, a chiropractor, a physician's assistant or an advanced practice registered nurse (anyone of the foregoing a "**Licensed Person**"). In any event, should Vendor make a reasonable determination that a prescription or referral from a Licensed Person (an "**Order**") is required before an evaluation or Therapy can begin, or at any time continue, the Board shall use reasonable good faith efforts, and, upon request, cooperate with Vendor to obtain the required Order. If Vendor withholds performance because Vendor has a good faith reasonable belief that an evaluation or Therapy cannot be performed or continued without an Order, such withholding of performance shall not constitute a breach of this Contract.
 - b. **Evaluation and Provision of Therapy Services.** Vendor will evaluate each student referred by Board to determine the need for Therapy. For those students for whom an evaluation indicates Therapy would be beneficial (each "**Student**" or,

collectively, “**Students**”), Vendor shall develop an individual plan for on-going Therapy. Vendor shall provide the appropriate Therapy to a Student throughout the school year, in the classroom or in the student’s homes as necessary or until established goals in a Students plan of therapy have been accomplished. Reevaluation will be provided to each Student as determined to be indicated by a Therapist or a Patient’s physician.

- c. **Personnel:** Vendor shall provide adequate personnel to manage the Therapy services and provide them in an ethical and proper manner. All Vendor personnel rendering Therapy services who are licensed physical therapists, licensed physical therapy assistants, occupational therapists, certified occupational therapy assistants and speech language pathologists as well as any other vendor personnel performing any other services requiring specialized backgrounds or credentials (individually, a “**Therapist**” or collectively, “**Therapists**”) shall hold an Ohio license or other appropriate professional licensure, certification or authorization (“**Credentials**”) which are valid and in effect allowing the Therapist to render services in the State of Ohio. Upon reasonable request, Vendor shall make available to Board a Therapist’s Credentials. Board acknowledges that the Therapists are satisfactorily qualified to perform Therapy services. Vendor shall retain the discretion as to which of its personnel shall perform Therapy Services.

Upon request by the Board, a Therapist will submit to a criminal background check performed at the Board’s expense. Vendor represents to the Board that neither the Vendor nor any of its principal officers, owners, directors or managers are: (a) excluded from participation in any federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), for the provision of items or services for which payment may be made under such federal health care programs; or (b) have not been convicted (as that term is defined under 42 U.S.C. § 1320a-(7)(i)) of a criminal offense related to health care; and (c) that no final adverse action, as such term is defined under 42 U.S.C. § 1320a-7e(g), has occurred or is pending or threatened against Vendor or any Therapist.

The Board, subject to all applicable civil rights laws and acting reasonably, has the right to direct by notice to Vendor that a Therapist not be allowed to continue performing services under this Contract. In such event the Vendor shall furnish a replacement employee or agent for the work but for a reasonable period of time shall be excused for any nonperformance occurring under this Contract because of Vendor’s exercise of its rights under this paragraph.

Should the Board determine that a Therapist should receive any training in Board or school policies and procedures or as to any other matters under the control of the Board or should participate in educational or learnings sessions mandated by the Board (“**Board Training**”), the Board shall have the responsibility to provide the Board training at the Board’s expense and the Board shall compensate Vendor per Exhibit A.

- d. **Collaborative Efforts:** The Therapy provided to Patients is provided through collaborative efforts of the Board and Vendor. Therefore, while the Board inherently plays a role, the Board does not primarily or generally control: (a) how the work results of any Therapy are achieved, (b) the method or manner in which therapy is provided, (c) the specific details of the Therapy provided, or (d) which Vendor personnel are assigned to perform Therapy services.
 - e. **Recordkeeping:** Vendor shall prepare and maintain appropriate records to document each Patient's evaluation, goals of a Patient's Therapy, the course of Therapy and progress toward the goals. These records constitute "**protected health information**" or "**PHI**" as defined in and for the purposes of the Health Insurance Portability and Accountability Act of 1996, as amended, and regulations promulgated thereunder ("HIPAA"). Vendor, as a "**covered entity**" as defined in HIPAA, shall preserve and protect the privacy and security of all Patient PHI and shall not be requested where obligated to disclose or make further use of any Patient PHI except as expressly permitted under HIPAA.
2. **Consents.** Evaluations of candidates for Therapy and Therapy itself shall be provided by Vendor to a student only if there is on file in the records of Vendor or provided to the Vendor, on behalf of the student, prior to the provision of any services under this Contract, a fully completed and properly signed "Parental/Guardian Consent to Services" substantially in the form in such form as is acceptable to Vendor in the reasonable exercise of Vendor's discretion. ("**Consent**"). In all cases, the Board shall be responsible for obtaining and making available to Vendor a properly completed and executed Consent. Board expressly acknowledges that Vendor may not provide any Therapy services to a Patient without Parental or Guardian Consent.
 3. **Term.** The term of this Contract begins on August 1, 2017 and concludes on July 31, 2018. The Board may terminate the Contract by giving 60 days prior written notice to Vendor.
 4. **Compensation.** The Board shall compensate Vendor in accordance with the amounts and terms set forth on Exhibit A to this Contract for Therapy and other services rendered by Vendor.
 5. **Equipment and Supplies.** In the event a Therapist recommends in good faith that the Board should purchase certain equipment, supplies, disposable or other items the Therapist deems necessary to successfully carry out Therapy services for students, the Therapist shall notify the Board and the Board shall in good faith, make the items available in a reasonable time period. Any items purchased by or at the expense of the Board for use by Vendor in providing Therapy services, shall be, and upon termination of this Contract remain, the property of the Board, reasonable wear and tear or consumption of disposable excepted.
 6. **No Exclusivity.** This Contract does not confer on Vendor an exclusive right to perform

Therapy services for Patients or under contract with the Board and the Board may contract with other persons to provide services the same as or similar to the Therapy services provided by Vendor under this Contract. Likewise, Vendor may, during the term of this Contract, provide to any other person services the same as or similar to the Therapy services provided by Vendor under this Contract.

7. **Default: Remedies.** Should Vendor fail to perform its obligations under this Contract in any material respect, the Board may declare default by giving Vendor notice of the alleged failure. Thereafter, Vendor shall have 30 days to remedy the failure without penalty or termination of this Contract. However, if Vendor fails to remedy the failure within the 30-day period, this Contract shall terminate. Subject to any setoff for damages sustained by the Board, the Vendor upon default shall be entitled only to payment for the work performed and accepted by the Board as of termination of the Contract for default. If the Contract includes prepayment for all or part of the work, the Vendor shall be entitled to retain only that part of the prepayment representing reasonable compensation for the work performed and accepted by the Board as of termination of the Contract for default, and subject to any claim of the Board for damages. In addition to the terms of this section, the Board reserves all rights and remedies in law or in equity with respect to enforcement of contracts and remedies for breach.

8. **Insurance.**
 - a. **Vendor.** At all times when this Agreement is in effect, Vendor shall maintain the following insurance coverages for Vendor employees providing Medical Services or other services: professional liability with limits of \$1,000,000 per occurrence and \$3 million in the aggregate and workers compensation insurance which complies with Ohio statutory requirements.

 - b. **Board.** At all times when this Agreement is in effect, Board shall maintain the following insurance coverages: comprehensive general liability insurance with limits of at least \$1 million per occurrence and \$3 million in the aggregate; property insurance of no less than full replacement value of the property to be covered; and workers' compensation insurance which complies with Ohio statutory requirements.

9. **Acts and Omissions.** Each Party will be responsible for the acts and omissions of its employees and agents in any manner related to the performance of obligations under this Agreement.

10. **Independent Contractor.** Vendor shall provide services under this Contract as an independent contractor. The Board is contracting for the performance of Therapy services and the means and personnel by which the Therapy will be provided are responsibilities of Vendor.

Vendor, its employees or agents shall not be considered agents or employees of the Board

for any purpose, and Vendor, its employees or agents are not entitled to any of the benefits or statutory rights that are provided for employees of the Board. The Board shall not provide any compensation or fringe benefit of any kind to any Therapist or other Vendor personnel except when required by Ohio law. The Board shall not control the compensation, fringe benefits, or hours of work of any Therapist or other Vendor personnel. Despite the Parties' agreement that Vendor is an independent contractor, in the event that the State Teacher's Retirement System (STRS) or the State Employees Retirement System (SERS) makes a final determination that Vendor is subject to STRS or SERS contributions, then in that event Vendor shall be liable for all such contributions, including the employer and employee share. It is the Vendor's responsibility to determine its status under the STRS or SERS rules.

11. **Non-Solicitation.** Board agrees that during the term of this Contract, any extension or renewal thereof, and for a period of one (1) year after termination of this Contract, Board shall not interfere with the relationship of Vendor and any of its employees, agents, independent contractors, or representatives. By way of amplification and not limitation of the foregoing, Board agrees that it will not employ and/or contract with a person who was or is in the employ of or in a contractual relationship with Vendor; directly or indirectly, for itself or any third party, solicit, induce, recruit, or cause a person in the employ of Vendor to terminate his/her employment; or, a person in a contractual relationship with Vendor to terminate his/her contractual relationship, for the purpose of joining, associating, contracting or becoming employed with Board to provide services, goods and equipment of a nature similar to those provided under the terms of this Contract, for or on behalf of Board, and to Board's satisfaction

12. **Vendor Compliance; Grant Conditions.** Vendor agrees to comply with all laws, regulations and Board policies, if any, that are applicable to the performance of the work under this Contract. Further, if the source of the funds for this Contract is a grant received by Board, Vendor acknowledges that Board has disclosed the terms and conditions of the grant, and agrees to perform and document the performance of the work in compliance with all terms and conditions of the grant.

13. **Notices.** Notices pursuant to this Contract shall be given in writing to a Party at the Party's address below:

If to Board: Clearview Schools
 4700 Broadway Avenue
 Lorain, OH 44052

If to Vendor: Mercy Health - Regional Medical Center LLC
 3700 Kolbe Road

Lorain, Ohio 44053
Attn: Manager of Rehabilitation Therapy Services

With a copy to General Counsel at the above address

14. **Further Assurances; Miscellaneous.**

- a. **Choice of Law and Venue:** This Contract shall be interpreted, enforced, and governed according to the laws of the State of Ohio. Both Board and Vendor submit to the jurisdiction of the state and federal courts of Lorain County, Ohio for any action or proceeding arising under this Contract.
- b. **Severance:** If any portion of this Contract is invalid or inoperative under the applicable governing law, the remaining portions shall remain in full force and effect.
- c. **Modification:** This Contract may only be modified by a written agreement signed by Board and Vendor.
- d. **Further Actions.** Board and Vendor shall provide each other with information and shall execute such additional documentation as may be required to carry out the purposes of this Contract, including the provision of information or documentation to any agency or entity which has provided grant funds for the work under this Contract.
- e. **Counterparts.** This Contract may be executed in multiple counterparts, each of which shall be deemed an original.

IN WITNESS WHEREOF, the parties have entered into this Contract on effective as of the date first set forth above.

**MERCY HEALTH REGIONAL MEDICAL
CENTER LLC**

Senior VP, Mercy Health & CEO of Lorain
Region

title of signer

By: _____

Date Signed: _____, 2017

Edwin M. Oley
printed name of signer

Clearview Schools Board of Education

By: _____

printed name of signer

Its: _____

title of signer

Date Signed: _____, 2017

EXHIBIT A

Compensation for Services and Terms of Payment

Board shall compensate Vendor at a rate of sixty-six dollars (\$66.00) per hour for all Therapy services, rendered by a Therapist (as defined for purposes of this Contract to include physical, occupational and speech therapists as well as therapy assistants), and all time spent by a Therapist on Compensable Activities as defined below. Partial hours shall be billed in in quarter hour increments based on the \$66.00/hour rate.

“**Compensable Activities**” shall mean each of the following activities related to Therapy services provided by Vendor to Board:

Physical Therapy services

Occupational Therapy services

Speech Therapy Services

Preparation time

Direct Treatment time

Documentation time

Meeting time

Travel time between schools and to/from child's home if required

Training time for training mandated by Board

Vendor shall invoice Board on a monthly basis for services rendered during the preceding month. Each invoice shall be itemized by Student, indicating the nature of the Therapy services and the time spent by a Therapist providing those services to that Student and shall state separately, for any other Compensable Activities, the time spent providing and nature of the Compensable Activity provided.

Each invoice shall be paid within thirty (30) days of receipt by Board, with date of receipt deemed to be three (3) business days following the date of delivery of invoice to Board by Vendor. Vendor shall act reasonably in considering and acting upon reasonable requests from Board for accommodations to any specific billing requirements of Board, though a failure by Vendor to make all or some such accommodations shall not be deemed a breach of this Contract.

Late payments shall bear interest at one percent per month, commencing on the 31st day following receipt of an invoice by the Board.