

STATEMENT OF FUND ACTIVITY
Resolution #2018- Permanent Appropriation 2018-2019
Clearview Local Schools

<u>FUNDS</u>	<u>FUND</u>	<u>Full Year Appropriations</u>	<u>First Three Months Appropriations</u>
Government Fund Types			
General	001	14,635,187.00	3,658,796.75
Emergency	016	1,305,700.00	326,425.00
Principals' Funds	018	60,535.14	15,133.79
Total General Fund		<u>16,001,422.14</u>	<u>4,000,355.54</u>
Debt Service			
Bond Retirement	002	486,767.50	121,691.88
Total Debt Service		<u>486,767.50</u>	<u>121,691.88</u>
Capital Projects			
Permanent Improvement	003	46,300.00	11,575.00
Total Capital Projects		<u>46,300.00</u>	<u>11,575.00</u>
Special Revenue			
Trust Fund	007	41,587.78	10,396.95
Local Grants	019	78,275.36	19,568.84
Classroom Facilities - Maintenance	034	175,073.91	43,768.48
Athletics	300	205,666.07	51,416.52
OneNet	451	13,500.00	3,375.00
State Grants	499	-	-
Race To The Top	506	3,165.04	791.26
Title VI B	516	495,717.62	123,929.41
Title I	572	455,434.47	113,858.62
Title II-A	590	89,229.11	22,307.28
Miscellaneous Federal Grants	599	11,502.42	2,875.61
Total Special Revenue		<u>1,569,151.78</u>	<u>392,287.95</u>
Total Government		<u>18,103,641.42</u>	<u>4,525,910.36</u>
Proprietary Fund Types - Enterprise			
Food Service	006	1,184,002.00	296,000.50
Uniform School Supplies	009	237.30	59.33
Latchkey	020	62,998.78	15,749.70
Total Enterprise		<u>1,247,238.08</u>	<u>311,809.52</u>
Fiduciary			
District Agency	022	85,371.69	21,342.92
Student Activities	200	166,924.89	41,731.22
Total Fiduciary		<u>252,296.58</u>	<u>63,074.15</u>
Total FY19 Temporary Appropriations		<u><u>19,603,176.08</u></u>	<u><u>4,900,794.02</u></u>

STATEMENT OF FUND ACTIVITY
Estimated Resources Amendment #13
Clearview Local Schools

Draft

		Estimated Resources #13 + Carry Over	Appropriation Amendment 6/11/2018	Appropriation Below Est. Resources
General Fund Type				
General	001	23,983,226.56	14,030,713.77	(9,952,512.79)
Emergency	016	1,364,775.39	1,204,281.28	(160,494.11)
Public School Support	018	81,486.69	49,229.38	(32,257.31)
		<u>25,429,488.64</u>	<u>15,284,224.43</u>	<u>(10,145,264.21)</u>
Debt Service Fund Type				
Bond Retirement	002	801,746.85	480,018.77	(321,728.08)
		<u>801,746.85</u>	<u>480,018.77</u>	<u>(321,728.08)</u>
Capital Improvements Fund Type				
Permanent Improvement	003	133,053.58	41,401.46	(91,652.12)
Building Fund	004	-	-	-
Classroom Facilities	010	-	-	-
School Equipment Infrastructure	450	-	-	-
		<u>133,053.58</u>	<u>41,401.46</u>	<u>(91,652.12)</u>
Special Revenue Fund Type				
Special Grants	007	26,893.34	26,667.78	(225.56)
Other Local Grants	019	58,409.25	58,360.09	(49.16)
Venture Capital	032	-	-	-
Classroom Facilities Maintenance	034	304,555.30	75,900.00	(228,655.30)
Dist. Managed Activities	300	197,557.87	193,597.29	(3,960.58)
Auxilliary Services	401	-	-	-
Teacher Development	416	-	-	-
EMIS	432	-	-	-
Entry Year	440	-	-	-
Data Communications	451	5,400.00	5,400.00	-
Ohio SchoolNet	452	-	-	-
Technology Network	454	-	-	-
Literacy	459	-	-	-
Summer Sch. Intervention	460	-	-	-
Poverty Based Assistance	494	-	-	-
Misc. State Grants	499	-	-	-
EdJobs	504	-	-	-
RttT	506	3,165.04	-	(3,165.04)
Title VIB	516	346,501.27	346,501.27	-
Fiscal Stabilization	532	-	-	-
Title II-D Technology	533	-	-	-
Nutrition Education	542	-	-	-
Title III Limited English Proficient	551	-	-	-
Title IA Improving Basic Programs	572	447,254.19	433,032.53	(14,221.66)
Title V Innovative Programs	573	-	-	-
Drug Free	584	-	-	-
Preschool Handicapped	587	-	-	-
Title IIA Supporting Effective Instr.	590	70,898.57	70,898.57	-

STATEMENT OF FUND ACTIVITY
Estimated Resources Amendment #13
Clearview Local Schools

Draft

		Estimated Resources #13 + Carry Over	Appropriation Amendment 6/11/2018	Appropriation Below Est. Resources
Misc. Federal Grants	599	11,502.42	10,000.00	(1,502.42)
		<u>1,472,137.25</u>	<u>1,220,357.53</u>	<u>(251,779.72)</u>
Total Government		27,836,426.32	17,026,002.19	(10,810,424.13)
Proprietary/Enterprise Fund Type				
Food Service	006	1,737,487.12	1,123,581.44	(613,905.68)
Uniform School Supplies	009	237.30	-	(237.30)
Latchkey	020	92,051.89	19,088.76	(72,963.13)
		<u>1,829,776.31</u>	<u>1,142,670.20</u>	<u>(687,106.11)</u>
Internal Service Fund Type				
Employee Benefits Self Insurance	024	-	-	-
Termination Benefits	035	-	-	-
		<u>-</u>	<u>-</u>	<u>-</u>
Agency Fund Type				
Unclaimed Monies	022	89,504.51	84,083.00	(5,421.51)
Student Managed Activities	200	168,404.67	167,032.85	(1,371.82)
		<u>257,909.18</u>	<u>251,115.85</u>	<u>(6,793.33)</u>
Total		<u><u>29,924,111.81</u></u>	<u><u>18,419,788.24</u></u>	<u><u>(11,504,323.57)</u></u>



Watertown Office Park
1099 Jay Street
Bldg. F, 2nd Floor
Rochester, NY 14611

Services Agreement Reinstatement

Name of Employer: Clearview Local Schools

The Services Agreement for the fiscal year Jul 1, 2017 – Jun 30, 2018 entered into by your organization and The Omni Group ("OMNI"), is hereby reinstated and amended for the fiscal year Jul 1, 2018 - Jun 30, 2019 with the following fee schedule below:

FEE SCHEDULE FOR 2018-2019 YEAR

Billing Option: Preferred Provider Program (P3)

<u>Description</u>	<u>No of Accounts</u>	<u>Rate</u>	<u>Annual Amount</u>
<u>P3 Administrative Fee</u>		\$0	\$0
<u>Non-P3 Service Provider 403(b)*</u>	1	\$36	\$36
<u>457(b) Accounts</u>	8	\$0	Included
<u>Total 2018-2019</u>			\$ 36

**Includes 403(b) ROTH Accounts if allowed*

EMPLOYER:

By: _____

Title: _____

Date: _____

OMNI FINANCIAL GROUP, INC.

Name: *Robert F. McLean*

By: **Robert F. McLean, President**

Date: **May 24, 2018**

PLEASE RETURN A SIGNED COPY BY JULY 1, 2018

OH-1109

Educational Service Center of Medina County
2018-2019

Service Agreement for:
The Clearview Local School District

The Educational Service Center of Medina County (ESCMC) and the Clearview Local School District (CLSD) enter into this agreement for the ESCMC to provide Nursing Services to the CLSD. Through this agreement, the parties agree to the following terms:

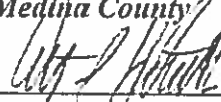
Terms and Assurances

This agreement will be in effect for the 2019 fiscal year (August 1, 2018, to July 31, 2019).

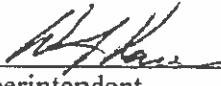
The ESCMC will provide the following services to the CLSD.

- | | | |
|-----------------------------------|-----------------------|-------------|
| Licensed School Nurse Supervision | 36/hrs @ \$50.00/hr | \$1,800.00 |
| LPN | 1260/hrs @ \$30.00/hr | \$37,800.00 |
- Fiscal/Facility Fee 3% of total contract
 - Mileage will be charged at the approved IRS rate for all required travel.
 - Adjustments to pricing may be necessary due to changes in the health insurance status of the personnel providing the service. These changes may be initiated by the personnel providing the service under certain circumstances or may be necessary in order to comply with the Affordable Care Act (ACA).
 - The Clearview Local School District (CLSD) will be billed on a periodic basis and agrees to pay the Educational Service Center of Medina County (ESCMC) the contract amount of \$39,600.00 (plus mileage and fiscal fee) for the services specified in this agreement.

*For the Educational Service Center
of Medina County*



 Treasurer 3/24/18
 Date



 Superintendent 3/26/18
 Date

*For the Clearview Local
School District*

 Treasurer Date

 Superintendent Date

With regard to any therapy services provided by the ESC pursuant to this Agreement, the ESC (1) will comply with the requirements of 45 CFR 164.504(e)(1) for safeguarding and limiting access to information concerning beneficiaries; (2) will allow the representatives of the U.S. Department of Human Services, ODM, ODE or their respective designee access to the subcontractor's books, documents and records; and (3) acknowledges that they or their principles are not suspended or debarred.



**State Support
Team**



Service Agreement Between:

**The Educational Service Center of Lorain County
and
Clearview Local School District**

The Educational Service Center of Lorain County (ESCLC) and the Clearview Local School District enter into this agreement for the ESCLC to provide a **Social Worker** assigned to Clearview Local Schools for the 2018-19 school year. Through this agreement the parties agree to the following terms:

Terms and Assurances

This agreement will be in effect from August 1, 2018 thru June 30, 2019. Clearview Local Schools agrees to pay fifty percent (50%) of costs associated with this Social Worker, **Doris Woodward-Davila**, while working for the Clearview Local Schools to the Educational Service Center of Lorain County within 30 days of invoicing. The estimated cost of service is expected to be \$35,120.

***Educational Service Center
of Lorain County***

Clearview Local Schools

Board President Date

Board President Date

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

Once executed, please return one signed copy to: Jill A. Orseno, Treasurer, Lorain County ESC

1885 Lake Avenue ♦ Elyria, Ohio 44035

(440) 324-5777 ♦ (440) 244-1659 ♦ Fax: (440) 324-7355 ♦ www.loraincountyesc.org



Service Agreement Between:

**The Educational Service Center of Lorain County
and
Clearview Local School District**

The Educational Service Center of Lorain County (ESCLC) and the Clearview Local School District enter into this agreement for the ESCLC to provide a **one-on-one preschool aide** assigned to Clearview Local Schools effective **August 27, 2018 thru May 24, 2019**. Through this agreement the parties agree to the following terms:

Terms and Assurances

This agreement will be in effect from **August 27, 2018 thru May 24, 2019**. Total cost for this half day, one-on-one aide, **Amanda Tuttle**, is estimated to be \$8,600 for the entire school year. Should the preschool student be absent for a minimum of 10 straight days, a credit of \$46.50 per day will be given. Clearview Local Schools agrees to pay the ESCLC within 30 days of invoicing.

***Educational Service Center
of Lorain County***

Clearview Local Schools

Board President Date

Board President Date

Treasurer Date

Treasurer Date

Superintendent Date

Superintendent Date

Once executed, please return one signed copy to: Jill A. Orseno, Treasurer, Lorain County ESC



MASTER SERVICE AGREEMENT

BETWEEN

META SOLUTIONS

AND

CLEARVIEW LOCAL SCHOOL DISTRICT

DATE:



MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT (hereinafter the "Agreement") is made this the _____ day of _____, 20____ between META Solutions, an Ohio Regional Council of Government whose principal office is located at 100 Executive Drive Marion, OH 43302 (hereinafter "META") and Clearview Local School District whose address is 4700 Broadway Avenue, Lorain, Ohio 44052 (hereinafter "Owner"), (each a "party" and together "parties").

WHEREAS, META is an information technology center comprised of a consortium of member school districts (hereinafter the Member Districts") and is organized as a regional council of government as defined in Ohio Rev. Code Chapter 167;

WHEREAS, Owner is an organization authorized by the Ohio Department of Education to utilize services of an information technology center; and

WHEREAS, Owner is a Member District of META as defined in META's Constitution.

NOW, THEREFORE, for the agreements outlined herein and other good and valuable consideration the parties hereby agree as follows:

1.0 Responsibilities of META.

1.1 META shall perform all work and do all things necessary to perform the information technology services on behalf of Owner, as described in Schedule I attached hereto and identified as "Services Manifest", which includes the scope of the work and other particulars with respect to the information technology services as more fully laid out in this section of the Agreement (hereinafter referred to as the "Services"). Services shall be provided in conformity with the policies of META generally applicable to recipients of similar services, as such policies currently exist or are hereafter adopted or amended.

1.2 META shall provide Owner with sufficient training opportunities as necessary for the Owner to effectively utilize the Services, based upon mutual agreement between the parties.

1.3 META will be the point of contact for all service problems experienced by Owner related to the provision of Services. If Education Management Information System ("EMIS") Services are provided as included Services under this Agreement, META will work with Owner to fix EMIS fatal errors that may be generated regarding Owner's data.

1.4 META will comply with any security standards necessary to meet state and federal auditing requirements.

1.5 To comply with a change in governing law or regulatory requirements, or changes to any applicable Third-Party Agreement, META may discontinue or limit Services and/or impose additional restrictions or requirements on such Services upon thirty (30) days' written notice to



MASTER SERVICE AGREEMENT

Owner or such lesser amount as may be required by law or regulatory requests at the time such notice is given.

1.6 META may enter into agreements with third-party vendors and service providers for the purpose of securing discounted pricing and other favorable contract terms for the Owner. If META has entered into an agreement with a third party vendor/service provider for such Owner benefits, and if the Owner subsequently agrees to purchase goods or services pursuant to the agreement between META and the third-party vendor/service provider, Owner agrees to be bound to the terms and conditions of the corresponding META agreement with such vendor/service provider, and to be primarily liable for any payments due to the vendor/service provider on account of the Owner's agreement to receive goods or services from the vendor/service provider. META may condition the receipt of services pursuant to this paragraph upon the Owner's execution of a separate agreement with META concerning the same.

1.7 META reserves the right to discontinue Owner's access to the Services and/or seek other legal or equitable relief for use of the Services by Owner or its users that META deems Owner to be in violation of the rules and regulations of the State Board of Education; or in violation of, or contrary to the parties' expectations regarding the Owner's conduct as expressed herein, this Agreement; or in violation of state or federal law; or for knowingly permitting or encouraging unauthorized access to the Services.

1.8 The parties acknowledge that the services META is offering at least comply with the minimum state-subsidized services as identified in Ohio Administrative Code and required by the Ohio Department of Education.¹ META shall conform to the quality implementation standards, as defined by the Ohio Department of Education for all core services.

2.0 Responsibilities of Owner.

2.1 Owner shall fully cooperate and work with META in order to effectuate the implementation of this Agreement.

2.2 Owner shall be directly responsible to META for all charges billed by META to Owner for Services secured for Owner through this Agreement in accordance with the provisions contained in Section 5 of this Agreement.

2.3 Owner shall enter accurate data into the software and/or systems under this Agreement, and shall be responsible for maintaining the data, and for checking the accuracy of such data.

2.4 If data conversion is necessary in the course of providing Services and available from META, Owner shall pay META for data conversion costs as billed by META or, alternatively,

¹ OAC 3301-3-01 (B)(5), Effective 05/22/2010



MASTER SERVICE AGREEMENT

Owner agrees to procure the necessary data conversion services from a third party vendor within a reasonable amount of time.

2.5 Except as specifically provided in this Agreement, Owner shall be responsible for maintaining the hardware and connections necessary to access the Services provided under this Agreement, including internet access, Local Area Networks, and other utilities as needed.

2.6 Owner shall not resell access to any of the Services provided under this Agreement.

2.7 Owner may utilize the Services provided hereunder only for educational and educational administrative-related services.

2.8 If requested for an audit of META or its Services, Owner will, to the fullest extent permissible under the law, provide such information as META or its auditors may request.

2.9 Owner shall be solely responsible for unauthorized access to the Services or data.

2.10 META will require current written authorization from Owner authorizing user access to, or the discontinuance of access to, username and password protected data.

2.11 Owner understands and agrees that, except as required by state and federal regulations, META will exercise no control over the information that Owner and its users may transmit and receive as a result of the provision of Services by META. Owner assumes full responsibility for any and all access to, transmission, and usage information accessed or sent by its users through the Services.

2.12 Owner understands and agrees that META shall have no responsibility for the Owner's or its users' accessing or transmitting offensive or unlawful information, interference, or unlawful access to others' information or networks, or other offense or unlawful activity for which the Services may be used.

2.13 Any violation of these requirements of Owner contained in this Agreement, the rules and regulations of the State Board of Education, federal law, or state law, or for knowingly permitting or encouraging unauthorized access to the Services may result in termination of Services to Owner and/or could result in legal action against Owner.

3.0 **The Contract Documents.** The Contract Documents consist of this Agreement and any Exhibits attached hereto, and META's Constitution, META's Bylaws, and any agreements with third-parties which currently impact the Services to be provided under this Agreement. These documents shall be a part of this Agreement as if attached to this Agreement or repeated herein. META and Owner acknowledge that they have received and reviewed all of the above named documents and agree that they shall be bound by the terms of those documents, as applicable.



MASTER SERVICE AGREEMENT

4.0 **Term of Agreement.** The Services to be performed under this Agreement shall be commenced on July 1, 2018 and shall continue until June 30, 2019, (hereinafter the "Contract Term") subject to any amendments hereto between the parties, and shall be performed in accordance with the Contract Documents. This Agreement shall automatically renew for one year terms absent either party to this Agreement delivering written notice to the other party of their intention to not continue under the terms of this Agreement no later than thirty (30) days prior to end of the then prevailing term of this Agreement.

5.0 **Contract Price and Payment by Member Districts.**

5.1 META is specifically authorized to bill and collect monies for the Services provided directly to and from Owner. Owner shall pay a fee of \$16.00 per student based upon the annual Ohio Department of Education headcount for the District (hereinafter the "Contract Price") along with all taxes, fees, charges, surcharges, and other similar amounts due in regards to the Services provided under this Agreement and as further described in Schedule I and/or II which is attached to this Agreement.

5.2 Such charges as described in the Subsection 5.1 of this Agreement shall be billed on an annual basis on the first day of July. Owner shall tender payment for the Services within thirty (30) business days after receipt of any invoice from META.

5.3 Owner shall pay all costs incurred by META on behalf of Owner to provide the Services including but not limited to charges related to Third-Party Agreements, license fees, collection costs, late fees, service charges, and termination costs to the extent permitted by law. Owner shall tender payment for such charges within thirty (30) business days after receipt of any invoice from META.

5.4 Owner shall pay for any installation costs if such costs are incurred as a result of providing Services to Owner.

5.5 In the event that Owner fails to comply with any provision of Section 5 of this Agreement, then Owner will be in default with respect to its obligations hereunder. Should Owner be in default under the terms of this Section of the Agreement, then META, at META's sole discretion may elect to either 1. Suspend the Services of Owner until Owner has paid its balance in full; or 2. Permanently cease providing Services to Owner. In the event META exercises its right to enforce either of these options, in no way will it be deemed a waiver of other legal or equitable rights META may have for full payment.

6.0 **META's Responsibilities and Warranties.**

6.1 OWNER EXPRESSLY AGREES THAT USE OF META'S SERVICES UNDER THIS AGREEMENT ARE AT OWNER'S SOLE RISK. OWNER ALSO EXPRESSLY AGREES THAT THESE SERVICES ARE PROVIDED ON (a) AN "AS IS," "AS AVAILABLE" BASIS



MASTER SERVICE AGREEMENT

WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, NONINFRINGEMENT, OR WARRANTIES ARISING FROM ANY COURSE OF DEALING OR USAGE OF TRADE; (b) NO ADVICE GIVEN BY META'S EMPLOYEES, AGENTS, OR INDEPENDENT CONTRACTORS, OR THE EMPLOYEES OF META'S AGENTS OR INDEPENDENT CONTRACTORS, SHALL CREATE ANY WARRANTY OF ANY KIND; and (c) UPLOADING, DOWNLOADING, STORING, TRANSMITTING, AND OTHERWISE ACCESSING OR DISTRIBUTING INFORMATION VIA THE SERVICES BY MEMBER DISTRICTS AND/OR THEIR USERS IS AT MEMBER DISTRICT'S OWN RISK.

6.2 OWNER ALSO EXPRESSLY AGREES THAT META DOES NOT WARRANT THAT THE FUNCTIONS OF THE SOFTWARE WILL MEET ANY SPECIFIC USER REQUIREMENTS, OR THAT SERVICES PROVIDED WILL BE ERROR FREE OR UNINTERRUPTED; NOR SHALL META BE LIABLE FOR ANY ACTUAL DAMAGES OR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING AS A RESULT OF LOSS OF DATA OR MISINFORMATION) SUSTAINED IN CONNECTION WITH THE USE, OPERATION, OR INABILITY TO USE META'S SERVICES BY OWNER OR ITS USERS. THE AGGREGATE LIABILITY OF META FOR ALL ACTIONS IN CONTRACT AND/OR TORT (INCLUDING NEGLIGENCE AND PRODUCTS LIABILITY) SHALL BE LIMITED TO THE FEES PAID BY THE MEMBER DISTRICTS IN THE SIX (6) MONTHS PRECEDING THE DATE THE CLAIM ARISES.

6.3 META shall not be liable for failure to provide Services if such failure is caused by any cause outside of META's control, acts of God, epidemics, lightning, winds, fires, landslides, floods, earthquakes, droughts, famines, acts of public enemies, explosions, insurrection, military action, sabotage, riots, civil disturbances, failure of a utility or utility-type services which is essential for META to provide the Services, or other event(s) not reasonably within the control of META.

6.4 META shall not be liable as a result of the actions, errors, omissions, or negligence of Owner or its personnel, employees, agents, or users.

6.5 META shall not be liable with regards to third parties for any action, error, omission, or negligence of Owner and/or its users.

7.0 **Changes in the Services.** There shall be no changes to the Services to be performed under this Agreement unless the parties hereto agree to such change in a written amendment to this Agreement. However, the parties expressly agree and understand that should there be a change in Ohio or Federal laws or regulations that affect the services provided under this Agreement, such services shall be changed in accordance with the terms of this Agreement to conform with such laws or regulations.



MASTER SERVICE AGREEMENT

8.0 **Indemnification.** To the fullest extent permitted by law, Owner shall hold harmless META and all of its agents and employees from any and all claims, obligations, liabilities, losses and expenses, direct, indirect or consequential, including but not limited to attorney's fees, arising prior to the execution of this Agreement.

9.0 **Ownership of Property.**

9.1 Any hardware and/or software installed by META in regards to the Services provided under this Agreement remain the property of META. In the event this Agreement is terminated, Owner shall permit META to remove any such hardware and/or software as soon as may be reasonably practicable after the date of termination.

9.2 Any data files shall remain the property of Owner. In the event this Agreement is terminated, META agrees to return all available files to Owner as soon as may be reasonably practicable after the date of termination.

9.3 All other rights of ownership in all materials, products, and Services provided by META, including the rights to ideas and inventions and rights under patent, copyright, trademark, trade secret, or other applicable laws, that have not been specifically addressed in Subsections 9.1 and 9.2 shall belong exclusively to META. Any modification or derivative works of Owner's property or the property of Owner by META shall be considered "work for hire" and will be considered property of META.

9.4 The parties agree that nothing in this Agreement shall give either party any right, title or interest in the property of the other after termination or expiration of this Agreement.

10.0 **Confidentiality.** META shall exercise ordinary care in preserving and protecting the confidentiality of information and materials furnished by Owner, to the extent required by law. Each party shall protect the intellectual property, proprietary information, and trade secrets of the other from unauthorized use and disclosure. Except as required by law, including but not limited to Ohio Rev. Code § 149.43, Owner agrees not to disclose any information of documentation obtained from META.

11.0 **Termination by Owner.** If META defaults, or persistently or repeatedly fails or neglects to provide Services in accordance with this Agreement without reasonable cause, then Owner shall notify META in writing of its failure to comply with the terms of this Agreement. Upon receipt of such written notice, META shall have thirty (30) days to conform its behavior to meet the requirements of this Agreement. In the event that META is still in breach of this Agreement at the expiration of this thirty (30) day period without reasonable cause, then Owner may, without prejudice to any other remedy it may have, terminate this Agreement.

12.0 **Effect of Termination by Owner.** In the event that Owner decides to terminate this Agreement pursuant to Section 4.0 or Section 11.0 of this Agreement, then, upon such termination,



MASTER SERVICE AGREEMENT

Owner shall immediately withdraw as a Member District of META in accordance with META's Constitution and Bylaws.

13.0 **Assignment.** This Agreement and Owner's rights, duties, and/or responsibilities herein may not be assigned to another individual or entity without the written consent of META.

14.0 **Miscellaneous Provisions.**

14.1 This Agreement shall be construed in accordance with, and governed by, the laws of the state of Ohio. The parties agree that any action brought by either party against the other in state court shall be properly venued only in the Franklin County Court of Common Pleas in Columbus (Franklin County), Ohio and that any action brought in federal court shall be properly venued only in the United States District Court for the Southern District of Ohio, Eastern Division, located in Columbus, Ohio. The parties further agree that they do hereby waive all questions of personal jurisdiction or venue for purposes of giving effect to this provision.

14.2 There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

14.3 This Agreement along with all exhibits attached hereto and other Contract Documents represents the entire agreement between the parties on this subject matter and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both parties. If any of the provisions contained in this Agreement, as amended from time to time, are inconsistent with the provisions of the other Contract Documents, then the provisions of this Agreement, as amended, shall prevail.

14.4 The obligations, warranties, and representations of either party under this Agreement that are of a continuing nature shall survive expiration or termination of this Agreement, unless otherwise explicitly agreed to in the Contract Documents or by operation of law.

14.5 No delay or failure by either party to exercise any right hereunder and no partial or single exercise of any such right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

14.6 In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein, provided the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either party. If either party determines in good faith that so construing the Contract Documents is materially adverse to it, the parties shall negotiate in good faith to modify the Contract Documents so as to achieve their original intent as



MASTER SERVICE AGREEMENT

closely as possible in a mutually acceptable manner and so that the transactions intended hereunder are consummated as originally contemplated to the greatest extent possible.

14.7 All notices under this Agreement shall be in writing, sent by registered or certified U.S. Mail, return receipt requested, and addressed to the party at the address set forth at the beginning of this Agreement or at such other address of which a party has provided notice pursuant to this provision.

14.8 The headings of the sections hereof have been inserted for convenience only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

14.9 The parties shall not be required to perform any obligation under this Agreement or be liable to each other for damages so long as performance or non-performance of the obligation is delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, earthquakes, floods, fire, acts of God, unusual transportation delays, wars, insurrections, acts of terrorism, and any other cause not reasonably within control of META or Owner, and which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome.

14.10 The invalidity or unenforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision, and to this end the provisions of this Agreement are declared to be severable. It is the intention of the parties that, if any provision of this Agreement is susceptible of two or more constructions, one which would render the provision enforceable and the other or others of which would render the provision unenforceable, then the provision shall have the meaning that renders it enforceable.

15.0 **Signatures.** By signing this Agreement, the individuals indicate all of the following:

15.1 They are authorized to sign on behalf of their respective entities; and

15.2 That they have read, understand and agree to the terms of this Agreement, including the provisions of the Contract Documents and any attachments to this Agreement, on behalf of their respective entities; and

15.3 All information provided in connection with this Agreement is true and accurate; and

15.4 This Agreement has been approved by formal action of the Board of the respective party; and

15.5 By execution of this Agreement the parties are not creating a breach of any third party agreements.

{Signature Page Follows}



MASTER SERVICE AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the date first set forth above.

FOR OWNER:

Clearview Local School

Authorized Signature

Date

Printed name of Authorized Signature

META Solutions

Digitally signed by David Varda

Date: 2018.03.02 11:50:27

-05'00'

Authorized Signature

Date

Printed name of Authorized Signature

3625832.1 : 10044 00004



MARION OFFICE
 100 Executive Drive
 Marion, OH 43302
 P: 740 389 4798
 F: 740 389 4517

COLUMBUS OFFICE
 2100 Citygate Drive
 Columbus, OH 43219
 P: 614 473 8300
 F: 614 473 8324

**SCHEDULE I
 CORE SERVICES SUMMARY OF COSTS**

This schedule is hereby made a part of the Agreement for 2018-19 by and between the Clearview Local School Board of Education and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Services
Fiscal Support for State Software
SIS Support for any SIS Package PowerSchool, ProgressBook (including GradeBook) & Infinite Campus
EMIS Support
Purchasing Co-op Membership

Headcount	1,618
Cost (\$16.00 per headcount)	\$25,888.00

 Clearview Local Authorized Signature

Digitally signed by David Varda
 Date: 2018.03.08 14:40:28 -05'00'

Meta Authorized Signature

Date: _____

Date: _____



MARION OFFICE
 100 Executive Drive
 Marion, OH 43302
 P: 740 389 4798
 F: 740 389 4517

COLUMBUS OFFICE
 2100 Citygate Drive
 Columbus, OH 43219
 P: 614 473 8300
 F: 614 473 8324

**SCHEDULE II
 SUMMARY OF COSTS**

This schedule is hereby made a part of the Agreement for 2018-19 by and between Clearview Local Schools and Meta Solutions. Services will be rendered for the period of the Agreement, unless otherwise stated below.

Service	Cost
INFOhio Library Services	\$2.90/student
IEP Anywhere	\$1.50/student
Content Filtering	\$500.00

Headcount	1,618
Total Schedule II Cost	\$7,619.20

Owner Authorized Signature

Date: _____

Digitally signed by David Varda
 Date: 2018.03.22 14:16:28 -04'00'

Date: _____

META Authorized Signature



EPIPHANY
MANAGEMENT GROUP

MANAGED TECHNOLOGY SERVICES PROPOSAL

Clearview Local School District

The following proposal for the Clearview Local School District contains a combination of services to help the District build capacity for supporting Technology & Information Systems for all stakeholders

Douglas R. Jones, COO
djones@epiphanymgmt.com

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Executive Introduction

I want to start by thanking you for giving us this opportunity to work with you. Technology continues to evolve at a rapid pace which is providing schools both with exciting opportunities as well as increasing complexities. We are excited to continue our partnership to assist by fully utilizing these opportunities while proactively addressing issues to help manage the complexities. Our team supporting your school continues to learn and improve from our experiences managing day-to-day operations in approximately 500 buildings as well as attending conferences and belonging to professional user groups like ISTE, COSN, e-Tech and others.

My name is Doug Jones and I've been working in the K-12 Education sector for the past 25 years. I've been a teacher, coach, IT Director, consultant and grant Director, among other various roles. I've worked in K-12 schools, Universities, ESCs, ITCs and private sector companies throughout my journey and have helped them outline and realize their vision, mission and goals as an education organization.

I am currently the Chief Operating Officer at Epiphany Management Group. I took this position so that I could wake up every morning and help schools and districts like yours along your journey. What I found back when I was an IT Director at Nordonia Hills City Schools was that my budget for technology talent and support would not scale with the increased proliferation of new technologies. That's when I decided to embrace a Shared Services Model for delivering IT Services in schools.

At Epiphany, we are currently working with dozens of schools and/or districts doing things like defining and re-aligning their technology service delivery, putting systematic professional development programs together that make a difference for teachers, and more importantly students, as well as maximizing budgets and driving return-on-investment. We do this through either Consulting Services, providing turn-key IT Department Management, or a combination of both.

We thank you for this opportunity and look forward to working with you this coming school year!

Yours in Education,



Chief Operating Officer, Epiphany Management Group

Why Clients Choose Epiphany

Epiphany is a specialized Consulting and Technology Support and Services Firm. We focus exclusively in the Education market, servicing over 100 K-12 schools and districts. With headquarters in Akron, Ohio, we provide services for K-12 clients throughout Ohio, Michigan and Florida. Epiphany was founded in 2007 to meet the needs of education clients faced with the inability to scale their technology needs and stagnant or shrinking budgets.

For *five (5) years in a row*, we have been awarded the regional **Cascade Capital Growth** award in technology services for leadership and growth as one of the fastest growing companies in a nine county area. We have once again been selected for inclusion on the **INC 500/5000** list as we continue to grow with strong leadership and a dedicated team of experts. Our founder and CEO, Suranjan Shome, has also recently been named as a finalist in Ernst & Young's **Entrepreneur of the Year**.

Epiphany **does not sell products**. Our advice is unbiased and geared toward cost-savings. Our onsite technical resources never push products.

We focus on and measure **customer satisfaction** at the end user level. For each service, we measure customer satisfaction on timeliness, knowledge, courteousness and overall satisfaction. We currently hold a composite score of 4.71 out of 5 from all of our services this year. Additionally, we conduct an annual overall client satisfaction survey to obtain feedback from key stakeholders such as Superintendents and Treasurers.

Epiphany has over 100 full-time employees and manages approximately 130 individuals who are employed by our client districts and schools.

We Provide:

- Strategic planning and on-site support (top to bottom)
- World-class data reporting processes, systems administration and attendance at key meetings
- Assist your technology staff
- Cost reduction and expansion of services
- Community engagement and immersion

Scope and Deliverables

Scope 1: Consulting Services

Consulting Deliverable 1.1: CIO/CTO/Director Consulting Services

Epiphany Management Group will take a team approach to providing CIO/CTO/Director level services to Clearview Local School District through the term of this proposal. Epiphany Management Group will provide leadership & consulting regarding subjects like, project management, service delivery management and lifecycle management for your Network & Infrastructure, Data & Applications (including Cloud applications), and end-user technologies. These high level deliverables will be student-centric and recommendations will provide a basis and direction for seeking federal and state funds. *(Please note Epiphany Management Group Consultants cannot, and will not submit legal forms, i.e. E-rate, for the School and/or District.)*

Epiphany Management Group will provide monthly reports detailing our technology service delivery key performance indicators.

Consulting Deliverable 1.1.1: Technology & Information Systems Planning & Alignment to District Strategic Plan – The Epiphany "Lotus" Process

Epiphany Management Group has conducted dozens of planning and alignment projects throughout the ten (10) years that the company has been growing. From small private schools with a couple of hundred kids, to large urban school districts with over 20,000 students, the Epiphany Planning Process has helped to drive innovation and growth.

Scope 2: Network & Infrastructure Services – Manage, Support & Monitor

Epiphany Management Group will proactively manage and support client networks and infrastructure directly related to student devices. Epiphany Management Group will deploy a mix of on-site and remote services to provide proactive and timely support.

Scope 2.1: District LAN/WAN (Switches/Routers)

Deliverable 2.1.1: Monitor

Epiphany Management Group, using Industry Standard Remote Monitoring and Management (RMM) tools, will monitor the switch/route infrastructure, where appropriate in the District.

Data and Notifications: Notifications would be sent on system failures or high utilization; Epiphany Site Based Team (SBT) will be notified of alert and remedy a resolution.

Deliverable 2.1.2: Support and Manage

All MDF and IDF switches, circuits, as well as connectivity with ITC, will be managed and supported.*

- Patch alerts will be generated but will not generate email or text notifications
- Reports will be available for service metrics and data tracking
- Epiphany Management Group will work with ITC to troubleshoot any outages

*In all cases, parties agree that Epiphany Management Group is not responsible for hardware failure. All hardware and vendor support contracts are the responsibility of the District.

Scope 2.2: District Wireless Network and VLANs

Deliverable 2.2.1: Monitor

Epiphany Management Group, when appropriate, will monitor wireless network and send alerts to Epiphany Site Based Team.

Deliverable 2.2.2: Support and Manage

Wireless network will be supported, managed and maintained by Epiphany Site Based Team and will make sure licensing is in compliance.

Scope 2.3: District Servers (Virtual and Physical)

Manage physical and virtual server environment and operating system up to Application Layer - Data Services will manage from the Application Layer up.

Deliverable 2.3.1: Server Monitoring

Where applicable, Epiphany may monitor the following:

Active Directory	Agent Status	Connectivity	CPU
Data Stores	DHCP Queue	Disk I/O	DNS
Fans / Temp	Guest Status of VM	Licensing	Logical Drives
Maintenance Mode	Memory	Network	Physical Drives
Processes	Power Consumption	Power Supplies	RAID
System Warranty	Up Time	Windows Events	

Deliverable 2.3.2: Server Support and Manage

Epiphany will **manage virtual and physical servers** as well as cloud-based applications and URL/external IP addresses as provided.

Services Epiphany will perform include the following:

- Server patch management for Windows updates will be installed. Third party updates are not included (an optional service is available)
- Patch alerts will be generated but will not generate email or text notifications. Windows updates will be installed after 15 updates are ready for install and schedule to run after hours
- Server reboots will be coordinated with on-site technical resource(s) in order to keep within patching cycle
- Reports will be available for service metrics and data tracking
- Event logs that result in failures will be monitored but will not generate email or text notifications

Scope 3: End-User Technologies Services

Epiphany Management Group provides Consulting Services to ensure schools are student ready and utilizes a **blend of face-to-face and remote support**. Realizing that world-class support revolves around people and relationships, Epiphany may remotely resolve technical issues while

© The information contained in this document is intended for the leadership and stakeholders of the client noted on the cover page. Information within this proposal may contain proprietary information that may require redaction prior to sharing outside the organization. Sharing outside the organization is strictly prohibited without the prior written consent of Epiphany Management Group Executives.

maintaining the right balance of an on-site presence and visibility with the stakeholders in the District and remote support.

Deliverable 3.1

Deliverable 3.1.1 Incident Management

Request Fulfillment: Through the utilization of Epiphany Management Group's Professional Services Automation Platform, the Site Based Team will respond to and solve incidents as they relate to supporting:

- Computers, Laptops, PC's
- Tablets, iPads, etc.
- Printers
- Projectors
- Interactive Whiteboards
- Other District Technologies (List below)

«OthersNotListed»

Deliverable 3.1.2 Problem Management

Through the analysis of ticketing data, Epiphany Management Group will identify problems that may be leading to increased incidents and make recommendations or take swift action to remedy the problem.

Scope 4: Data & Application Services

Management of Data & Applications is an ever-growing need in the K-12 environment. Epiphany Management Group provides our clients with a decisive edge in moving their District forward by providing services that are specifically tied to managing and maintaining data systems in their District.

Deliverables

The following devices and services will directly impact the education process of students enrolled.

Epiphany Management Group will provide:

- Application Management
 - Manage District Application Portfolio
 - Manage the Application Lifecycle
 - Monitor Use
 - Manage Licensing

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- Manage Patches and Updates
- User and Access Management
- Directory Services (i.e. Google, Active Directory and Telephony*)
 - Manage District's Design of their Directory
 - Manage Moves, Additions and Changes (MAC's)
- Data Request Fulfillment (i.e. Public Records requests, student information requests)
- Data Backup and Recovery
- Email Archive
- Security Auditing of District Systems

**Epiphany Management Group will manage users within the District's telephone system but is not responsible for the set-up and functioning of the system. Epiphany will manage and work with any third party support partner for the telephony system.*

Cost Proposal:

Service	2018/2019 Services
CIO/CTO/Director Consulting Services	Included
Network & Infrastructure Services	Included
End-User Technologies Services	Included
Data & Application Services	Included
Total Commitment for All Scopes:	\$83,000

Payment Milestones:

Period	Description of Payment Services	Billing Amount
July 1, 2018	1 st Month + 20% Down	\$22,133.37
August 1, 2018	Monthly Managed Services	\$5,533.33
September 1, 2018	Monthly Managed Services	\$5,533.33
October 1, 2018	Monthly Managed Services	\$5,533.33
November 1, 2018	Monthly Managed Services	\$5,533.33
December 1, 2018	Monthly Managed Services	\$5,533.33
January 1, 2019	Monthly Managed Services	\$5,533.33
February 1, 2019	Monthly Managed Services	\$5,533.33
March 1, 2019	Monthly Managed Services	\$5,533.33
April 1, 2019	Monthly Managed Services	\$5,533.33
May 1, 2019	Monthly Managed Services	\$5,533.33
June 1, 2019	Monthly Managed Services	\$5,533.33

Agreement to Move Forward

By signing below, you acknowledge your intent to move forward with all, or a modified portion, of the enclosed proposal. This proposal and any modifications of this proposal will be noted and returned with a final contract containing all legal Terms & Conditions. The above contract is to be presented on May 14, 2018.

For Clearview Local School District:

Printed Name _____ Signature _____

Title _____ Date _____

For Epiphany Management Group:

Doug Jones
Printed Name _____ Signature _____

President & COO
Title _____ Date 05/10/2018

Terms & Conditions

This Service Agreement ("Agreement") is entered into this day the _____, by and between the Client identified herein ("Client") and Epiphany Management Group with principal place of business at 283 East Waterloo Road, Akron, OH 44319 ("EPIPHANY"). Client and Company are collectively referred to herein as the "Parties" and singularly as "Party".

WHEREAS, Client issued a request for proposal for technology management and other Information Technology Services on _____. WHEREAS, EPIPHANY submitted this proposal to provide such services and the proposal was accepted and signed by the Parties on _____ "Proposal".

WHEREAS, Client desires to retain EPIPHANY to provide Technology Management Services and EPIPHANY has been selected by the Client to provide such services specifically requested by the Client.

NOW, therefore, in consideration for the promises set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1) **Services:** The work scope for this engagement is limited to the services and deliverables expressly identified and stated above in accordance with the Proposal, which Proposal is fully incorporated herein by reference. Any additional services and deliverables requested by Client will require an amendment of this Agreement to cover the increased work scope and cost.

a) **Geography:** EPIPHANY will support technology located at the buildings and facilities owned and operated by the schools as mutually agreed upon by the Parties. If there is a new school opening, any request for Technology Management Services to provide at that site and for expansion of the list of scheduled locations, will require an amendment of this Agreement, or may be subject to a separate project or exclusion, depending on the scope or additional time and resources needed.

The Parties will enter into an amendment of this Agreement or enter into a new contract to address any expansion of scheduled locations, as may be mutually agreed.

b) **Assumed Status of IT Infrastructure & Devices:** EPIPHANY has made certain assumptions on the current status of the IT infrastructure and state of devices, based on initial observation and representations from the Client. EPIPHANY will, upon commencement of the engagement, review and assess the current state of the technology infrastructure and devices. If the findings are substantially different than the assumptions derived and/or representations of the Client, EPIPHANY and Client shall meet to discuss any necessary contract modifications and, as required, to agree on an amendment to the Proposal and this Agreement.

c) **E-rate:** EPIPHANY cannot provide E-rate services under this contract. EPIPHANY's involvement with sourcing E-rate services will be as per the Proposal.

d) **Equipment & Applications:** EPIPHANY services will support the current inventory of hardware, software and/or telephony as identified in the Proposal. EPIPHANY will service this inventory of equipment and any replacements of specified equipment during the contract period. This is a labor/service only contract and the Client, as deemed necessary, will purchase all parts.

2) Responsibility of Client:

- a) Where Clients have their own IT staff, Client and EIPHANY will agree at the beginning of the Agreement procedures to coordinate and/or manage such staff, including a formal reporting structure.
- b) Client to provide EIPHANY with physical and technical access to all systems including all necessary passwords to access necessary systems during the first week of the start of the Agreement. Additional hours necessary to unlock systems in which passwords are not provided are not included in this contract. Additional hours for this service will be billed at a rate of \$125 per hour and Client agrees that billings at this hourly rate for unlocking systems may be submitted and will be paid without any need to amend this Agreement.
- c) Ensure appropriate staff is available for online and/or video training on the ticket management system. Client will ensure that their staff, on a timely basis, completes such training classes. The Client understands that if staff does not complete required training, it may impact the quality of service.
- d) Client will provide feedback to improve services including participating in annual satisfaction survey.
- e) Client will inform EIPHANY senior management, in a timely manner, of any concern or dissatisfaction with service delivery to provide EIPHANY an opportunity to address and/or remedy.
- f) Make time available for regular Operational meetings and any Planning meetings, where applicable.
- g) Client to use services aligned to the project Proposal attached to this Agreement.
- h) In contracts where EIPHANY End-User Services are Secondary in nature; the Client resources provide Primary support. If EIPHANY services exceed (or are anticipated to exceed) internal estimated resource allocation, EIPHANY reserves the right to meet with Client and provide a quote for additional resources or services.

3) Non-Solicitation & Non-Hire: During the term of this Agreement and for a period of one year after termination of this Agreement, Parties agree that they will not, directly or indirectly, hire or solicit for hire, any of the other Party's employees, contractors or consultants.

4) Independent Contractor: With respect to all matters relating to this Agreement, EIPHANY is and shall be deemed to be an independent contractor, and its employees providing services hereunder are not public employees of the school district, but shall also be deemed to be independent contractors as contemplated by applicable Ohio law. The Client shall provide an acknowledgment of the independent contractor status of EIPHANY's employees in accordance with Ohio Revised Code Section 145.38, within a reasonable time after services to Client begin. The Parties further acknowledge that EIPHANY has the exclusive right to direct and control its employees and that the services provided by EIPHANY and its employees are unique. As independent contractors, EIPHANY's employees shall not be deemed members of any public or state employee retirement system and Client shall not be required to make any contributions to any state employment retirement system for services rendered under this Agreement. If, however, a State Retirement Board makes a determination that EIPHANY's employees are "public employees" and should not be classified as independent contractors for purposes of the services being provided, and a finding that retirement contributions must be made for EIPHANY's employees, Client shall be responsible for remitting any necessary contributions and satisfying any related reporting obligation to

ensure that EIPHANY's employees receive any applicable retirement membership benefits and privileges. EIPHANY shall not represent itself or its organization as having any relationship to Client other than that of an independent contractor for the limited purpose described in this Agreement. EIPHANY reserves the right to make staffing changes in its discretion to provide the best IT solutions and to deliver its services in an effective and efficient manner.

5) Fee for Services, Billing & Payment:

- a) This Contract is for a total fixed fee amount of \$83,000, as outlined in the "Cost Proposal" section of the Proposal (the "Fee").
- b) The Fee does not include equipment, parts or materials. It is a labor/services only Contract.
- c) The payment schedule is outlined in the "Payment Milestones" section of the Proposal.
- d) Client shall be responsible for all attorney fees, costs and related expenses, incurred by EIPHANY in any collection attempts on payment for services rendered under this Agreement.
- e) Payments are due within 15 days of the date of the invoice. If invoices are not paid on time, in addition to any other remedies, EIPHANY shall have the right to suspend services until bills are paid.
- f) Payments that are late will accrue interest at a rate of 1.5% per month.

6) **Term & Termination:** The effective date of this Agreement is _____. The term of this Agreement is from 7/1/2018 through 6/30/2019. This Agreement will automatically renew for one year on the end date with all other terms and conditions in full force and effect, unless either Party delivers written notice of non-renewal to the other, no less than 90 days prior to the end date of this Agreement ("Non-Renewal Notice"). If the Non-Renewal Notice is sent timely, this Agreement will terminate by its terms. If the Client terminates the contract prior to the end of the term of the Agreement, then the balance for the remainder of the cancelled term, or 90 days of fees, whichever is greater, will be due on termination.

In the event of a monetary default by Client, EIPHANY may terminate this Agreement upon seven (7) days' notice to Client and, if payment of any funds due and owing by Client is not made promptly after receipt of notice, EIPHANY may terminate the Contract immediately.

7) **Governing Law:** This Agreement shall be governed by, and is constructed in accordance with, the laws of the State of Ohio.

8) **Warranty:** Due to the nature of the services provided under this Agreement, no warranty, either expressed or implied, is included in this Agreement.

9) **Projects/Exclusions:** To the extent any ticket, service request or project is not identified in the Scope of Services in the Proposal or, if listed in the Proposal, requires more than forty (40) collective labor hours of EIPHANY time, it will be considered a standalone project ("Project"). Such Projects are not covered by this Agreement and will be billed separately.

10) **Indemnity & Liability:** In no event will EIPHANY have any duty to Client, or any third-party, to defend or indemnify or be liable for any indirect, direct, special or consequential damages, claims, losses, injury or liabilities of any kind arising out of, or resulting from, EIPHANY's performance under this Agreement. Such damages shall include, but not be limited to, loss of property or data in any form, theft, or destruction. EIPHANY will provide labor and services only and will not be responsible for the purchase of any parts or equipment and in no event will be held liable for any direct or indirect costs or damages arising out of implementation, installation, configuration, errors or omissions. Such indirect, special, or consequential damages shall include, but not be limited to, loss of profits, loss of use of associated equipment, loss of data, or investment cost of substitute facilities. EIPHANY's preventive and remedial service responsibilities will not

include the following: failures caused by neglect, misuse, abuse; incorrect operation of the equipment, unsuitable environment, or failures arising from Acts of God (i.e. fire, flood, etc.).

EPIPHANY shall be liable to Client for failure to provide services, but only if such failure(s) is due to the negligence of EPIPHANY, and EPIPHANY excludes liability for: 1) damages incurred as a result of the errors, omissions of Client, data or other property loss, or negligence of Client, its personnel, employees, agents or users; 2) Acts of God: winds, fires, landslide, floods, droughts, famines; 3) acts of public enemies: insurrection, military action, sabotage, riots, or civil disturbances; 4) failure of a utility or utility type service which is essential to EPIPHANY's service or other event(s) not reasonably within the control of EPIPHANY. EPIPHANY's liabilities will be capped to 35% of the amount of its annual fee paid under this Contract.

11) **Mutual Non-Disclosure:** It is understood that in rendering services, both EPIPHANY and the Client may be exposed to confidential or private information of members, staff, administration or students. Client and EPIPHANY agree to use such information solely in connection with the current or contemplated business relationship for rendering of services and not for any purpose other than as authorized by this Agreement or as authorized by prior written consent of the other Party or as mandated by court-order or other legally bound requirement by a third-party governing authority.

12) **Entire Understanding:** This Agreement is binding when signed by both Parties. This Agreement constitutes the entire understanding of the Parties, and supersedes all prior and contemporaneous written and oral agreements, with respect to the subject matter. This Agreement may not be modified or amended except in writing signed by both Parties. Terms of the Proposal are incorporated in this Agreement as if fully rewritten herein at length.

13) **Severability:** If any provision of this Agreement is determined to be invalid, unenforceable or illegal in a jurisdiction, such determination shall not render the rest of the Agreement unenforceable.

14) **Notice to Parties:** All notices to be given by the Parties of this Agreement shall be in writing and deemed given upon receipt of the notice after delivery by any of the following means: hand-delivery or messenger, facsimile or electronic transmission, deposit by regular United States Mail, postage prepaid, registered or certified mail as follows: Clearview Local School District, 47000 Broadway Avenue, Lorain, OH 44052 and Epiphany Management Services, 283 E. Waterloo, Akron, OH 44319.

PARTICIPATION AGREEMENT

This Participation Agreement (the "Agreement") is made between the Schools of Ohio Risk Sharing Authority ("SORSA"), an Ohio corporation not for profit, and _____ (the "District"), a school district as defined in Title 33 of the Ohio Revised Code of the State of Ohio or a data acquisition site organized pursuant to Chapter 167 of the Ohio Revised Code, effective as of the first day of July 1, 2018 but actually executed on the ____ day of _____, 20____ (the "Execution Date").

I. RECITALS

- a. The purposes of SORSA are to provide a joint self-insurance pool and to assist members, including the District, to prevent and reduce losses and injuries to property and persons, which might result in claims being made against members of SORSA, including the District, or their employees or officers.
- b. The District wishes to avail itself of the advantages offered by SORSA to its members. Therefore, it is the intent of the District to join with other school districts or data acquisition sites as members of SORSA, which will administer a joint self-insurance pool and use funds contributed by the members to defend and indemnify, in accordance with SORSA's Articles of Incorporation, Code of Regulations, policies and procedures and coverage documents, any member of SORSA against stated liability or loss, to the limits as outlined in the coverage documents. It is also the intent of the District, as a member of SORSA, to have SORSA provide continuing stability and availability of needed coverages at reasonable costs.
- c. This Agreement is made pursuant to the authority granted pursuant to Sections 3313.201, 2744.08, 2744.081, and 3955.05 of the Ohio Revised Code.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meaning assigned to them as follows:

"Administration Costs" shall mean all costs of administering SORSA's program.

"Anniversary Date" shall mean the 1st day of July of each year.

"Deductible" shall mean that portion of each loss to be paid directly by the District, or paid by SORSA and reimbursed by the District.

"Excess Insurance" shall mean commercial insurance or reinsurance purchased by SORSA to provide all or part of the coverages shown on Exhibit A hereto.

"Insurance Costs" shall mean the District's share, as established from time to time by SORSA, of the costs of Excess Insurance, and other insurance (if any), purchased to provide all or part of the property and liability coverages shown on Exhibit A hereto.

"Loss Fund" shall mean the fund established by SORSA to provide for the payment of the losses in excess of the Deductible

"Loss Fund Contribution" shall mean the District's share, as established from time to time by SORSA, of the costs of funding a loss fund which is a component of the joint self-insurance pool.

"Termination Date" shall mean June 30, 2019.

III. THE DISTRICT'S OBLIGATIONS

Subject to the provisions of this Agreement regarding withdrawal and expulsion, the District agrees to become a member of SORSA and to remain such for the term of this Agreement, and to perform the duties and obligations listed below.

The District further agrees:

- a. To pay promptly all annual and supplementary contributions or other contributions to SORSA as more fully set forth in Article VI hereof, at such times and in such amount as shall be established by the Board of Directors of SORSA (the "Board"). Any delinquent payment shall be paid with interest which shall be equivalent to the prime interest rate on the date of delinquency of the bank which invests a majority of the SORSA funds. Payment will be considered delinquent 30 days following the due date.
- b. To designate a voting representative and alternate in accordance with SORSA's Code of Regulations.
- c. To allow SORSA and its agents, officers and employees reasonable access to all facilities of the District and all District records, including but not limited to financial records, as required for the administration of SORSA.
- d. To allow attorneys designated by SORSA to represent the District in the investigation, settlement and litigation of any claim made against the member within the scope of loss protection furnished by SORSA.
- e. To cooperate fully with SORSA's attorneys, claims adjustors and any other agent, employee or officer of SORSA in activities relating to the purposes and powers of SORSA.
- f. To follow the loss reduction and prevention procedures established by SORSA.

- g. To report to SORSA as promptly as possible all incidents or occurrences which could reasonably be expected to result in SORSA being required to consider a claim against the District, its agents, officers or employees or for casualty losses to District property within the scope of coverages undertaken by SORSA.
- h. To adopt a risk management statement within the parameters set by the Board.
- i. To report to SORSA as soon as reasonably possible the addition of new programs and facilities or the significant reduction or expansion of existing programs and facilities or other acts which will cause material changes in the member's exposure to accidental loss.
- j. To provide SORSA annually, or more frequently if requested, with information necessary to establish program costs.
- k. To participate in coverage of losses and to pay contributions as established and in the manner set forth by the Board.

IV. SORSA'S OBLIGATIONS

Subject to the provisions of this Agreement regarding the District's withdrawal or expulsion, SORSA agrees to accept the District as a member for the term of this Agreement, and to perform the duties and obligations set forth below.

SORSA further agrees:

- a. To carry out educational and other programs relating to risk management.
- b. To provide the coverages shown on Exhibit A, by creating, collecting funds for, and administering loss funds; by purchasing insurance policies, by making provision by other appropriate means of funding such coverages; or by employing any combination of the above methods.
- c. To establish reasonable and necessary loss reduction and prevention procedures to be followed by the members.
- d. To provide risk management and claim adjustment or to contract for such services, including the defense and settlement of such claims.
- e. To carry out such other activities as are necessarily implied or required to carry out SORSA's purposes or the specific powers enumerated herein.

V. PROGRAM DESCRIPTION

- a. Coverages.

- (i) The District agrees to accept all lines of coverage provided by SORSA as shown on Exhibit A.
 - (ii) Once a line of coverage is provided to the District by SORSA, the line of coverage must continue to be provided for by SORSA until the Termination Date.
 - (iii) It is understood that a line of coverage offered by SORSA may not be able to be provided for by SORSA on the Execution Date because the line of coverage is already being provided to the District by means other than SORSA. Under this circumstance, any line of coverage which is provided by other means to the District at the Execution Date which expires prior to the Termination Date is a coverage required to be provided for by SORSA upon the expiration of the other coverage.
 - (iv) It is the intention of the District at the time of the Execution Date and throughout the term of this Agreement that any lines of coverage not provided by SORSA which do not expire until after the Termination Date will be provided by SORSA upon the future expiration of the coverage by other means.
- b. Structure of Program. For the term of this Agreement, SORSA intends to provide the insurance coverages shown on Exhibit A by establishing, purchasing and maintaining:
- (i) a Loss Fund
 - (ii) Excess Insurance

The amounts necessary to fund the Loss Fund will be established annually by the Board, with the advice of its insurance and actuarial advisors. The Board intends to purchase insurance policies to provide Excess Insurance.

- c. Modification of Program. Notwithstanding the above, the Board may modify the program structure from time to time if it determines, in its discretion, that a modification is in the best interests of the program and the members.

VI. DISTRICT'S CONTRIBUTIONS

The District's share of the cost of funding, operating and maintaining the joint self-insurance pool shall consist of all the following:

- a. its Deductible for each loss;
- b. its annual Loss Fund Contribution;
- c. its annual Insurance Costs; and
- d. its annual Administration Costs.

The District understands that the cost components set forth in items a. through d., above, represent the methods chosen as of the date of this Agreement to cover the risks specified therein, and that, during the term of this Agreement, any or all of such methods may change (for

example, an insurance policy may be replaced by a form of self insurance). However, it is intended that the risks presently covered shall continue to be covered, whichever method is chosen, unless such coverage is no longer legally available or is no longer available at a reasonable cost.

The District further understands that its share of the cost has been computed by SORSA's insurance and actuarial advisors based on various factors, and that its share may change in the future if relevant factors change. However, any changes in the District's share shall not be computed or applied in a discriminatory manner.

VII. TERM OF AGREEMENT: WITHDRAWAL BY DISTRICT

Subject to the provisions of this Article, this Agreement shall become effective as of the 1st day of July, 2018 and shall terminate as of the Termination Date.

During the term of this Agreement, there is no right to withdraw by either party during the term of the Agreement. Except as provided in Article VIII, this Agreement is not cancelable by either party during the term of the Agreement.

Upon the final dissolution of SORSA, any funds which remain, unencumbered, after all claims and all other SORSA obligations have been paid shall be distributed only to the districts which are members of SORSA immediately prior to its dissolution. If the District is a member of SORSA immediately prior to its dissolution, the District's share of such remaining funds shall be determined by multiplying a fraction, the numerator of which is the total sum of Loss Fund Contributions paid by the District pursuant to this Participation Agreement and the denominator of which is the total sum of Loss Fund Contributions paid by all districts which are members of SORSA immediately prior to its dissolution, times the amount of remaining funds.

VIII. EXPULSION

- a. By a two-thirds (2/3) vote of the Board, the District may be expelled. Such expulsion, which shall take effect sixty (60) days after such vote, may be carried out for one or more of the following reasons, to the extent such reasons are consistent with then current Ohio statutes or regulations:
 - (i) Failure to undertake or continue loss reduction and prevention procedures adopted by SORSA.
 - (ii) Failure to allow SORSA reasonable access to all facilities and records of the District necessary for proper administration of SORSA.
 - (iii) Failure to fully cooperate with SORSA's attorneys, claims adjusters or other agent, employee or officer of SORSA.
 - (iv) Failure to carry out any obligation of the District which impairs the ability of SORSA to carry out its purpose or powers.

- (v) Any other reason permitted by Ohio statute or regulation.
- b. Anything in this Article VIII to the contrary notwithstanding, the District may be expelled without a vote of the Board if it fails to make any payment to SORSA when due.
- c. The District may not be expelled except after notice from SORSA of the alleged failure along with the reasonable opportunity of not less than thirty (30) days to cure the alleged failure. The District may request a hearing before the Board before any final decision, which shall be held within fifteen (15) days after the expiration of the time to cure has passed. A representative of SORSA shall present the case for expulsion to the Board. The District affected may present its case. A decision by the Board to expel the District after notice and hearing and failure to cure the alleged defect shall be final and shall take effect sixty (60) days after the decision to expel is approved by the Board. After expulsion, the District shall be liable for any unpaid contributions, including Loss Fund Contributions, or other charges pro rata to the effective date of expulsion, and shall not be entitled to reimbursement of contributions that are to be paid or that shall become payable in the future.

IX. NON-WAIVER OF GOVERNMENTAL OR OTHER IMMUNITY

All funds contained within the joint self-insurance pool plus earned interest are funds derived from its members which are school districts within the State of Ohio, as that term is defined in Title 33 of the Ohio Revised Code. It is the intent of the District that, by entering into this Agreement, it does not waive and is not waiving any immunity provided to the District or its employees by any law.

X. MISCELLANEOUS

- a. Notices. All notices, approvals, consents, requests and other communications hereunder shall be in writing and shall be deemed to have been given when delivered or mailed by first class mail, addressed as follows:

If to the District: _____

If to SORSA:
 Schools of Ohio Risk Sharing Authority, Inc.
 Attn: Executive Director
 8050 North High Street, Suite 160
 Columbus, Ohio 43235-6483

- b. Electronic Transmission: SORSA agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured means including e-mail, facsimile transmission or other similar electronic methods of communication ("Electronic Means"), provided, however, that the instructions or directions shall

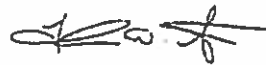
be sent by an authorized officer of the District. If the District elects to give SORSA instructions by Electronic Means and SORSA in its discretion elects to act upon such instructions, SORSA's understanding of such instructions shall be deemed controlling. SORSA shall not be liable for any losses, costs or expenses arising directly or indirectly from SORSA's reliance upon and compliance with such instructions. The District agrees to assume all risks arising out of the use of such Electronic Means to submit instructions and directions to SORSA, including without limitation the risk of SORSA acting on authorized instructions

The District and SORSA may, by notice given hereunder, designate any further or different addresses to which subsequent notices, approvals, consents, requests or other communications shall be sent or persons to whose attention the same shall be directed, but no such communication shall thereby be required to be sent to more than two addresses.

- b. Amendments, Changes and Modifications. This Agreement may not be amended, changed, modified, altered or terminated except by an instrument in writing signed by the District and SORSA.
- c. Severability. In the event that any article, provision, clause or other part of this Agreement should be held invalid or unenforceable by a court of competent jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability with respect to other articles, provisions or clauses.
- d. Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State of Ohio and for all purposes shall be governed by and construed in accordance with the laws of the State of Ohio.

IN WITNESS WHEREOF, the District and SORSA have executed this Agreement as of the date first above written.

**SCHOOLS OF OHIO RISK
SHARING AUTHORITY, INC.**



Thomas D. Strup, Executive Director

SCHOOL DISTRICT, OHIO

Authorized School District Representative

Summary of Coverages

PROPERTY AND INLAND MARINE

GENERAL LIABILITY

AUTOMOBILE LIABILITY AND PHYSICAL DAMAGE

SCHOOL OFFICIALS ERRORS AND OMISSIONS LIABILITY

CRIME AND EMPLOYEE DISHONESTY

COMPREHENSIVE BOILER AND MACHINERY AND EQUIPMENT BREAKDOWN

SCHOOL SECURITY RISK INSURANCE

CYBER LIABILITY

Note: Please refer to policy on file for specific limits, terms, conditions, and exclusions.

61751.4



June 4, 2018

Dear Clearview School Board :

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

Mercy Health is very appreciative of the opportunity to provide services to your school system this current school year. Our mission is to be dedicated at providing appropriate and cost-effective quality care that supports the students, parents, teachers, administration, and involved medical personnel. We hope that Mercy Health can continue to be your provider of choice for therapy based services into the 2018-2019 school year.

We appreciate the opportunity to submit this proposed agreement. Our proposal includes all disciplines, in case you have additional needs above our existing agreement.

We would like to propose two options for your consideration going forward:

<u>Agreement Term</u>	<u>Rate</u>
One Year	\$67.00/hour
Two Year	\$66.00/hour (First Year) \$67.00/hour (Second Year)

Should you have any needs or specific questions related to this agreement, please contact us directly. Both Managers listed will work to answer any questions you may have regarding our services.

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 _____, 2018 by and between the _____ 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 _____ and concludes on _____. 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 School System

 Lorain, OH

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: _____

Edwin M. Oley
printed name of signer

Date Signed: _____, 2018

_____ **Board of Education**

By: _____

printed name of signer

Its: _____

title of signer

Date Signed: _____, 2018

EXHIBIT A

Compensation for Services and Terms of Payment

Board shall compensate Vendor at a rate of _____ 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 _____ per 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.

SPORTS MEDICINE SERVICES AGREEMENT

This Sports Medicine Services Agreement is entered into between School and Hospital on the terms indicated below and those set forth on the Sports Medicine Services Agreement Terms and Conditions (the "Terms"), which are attached hereto and incorporated herein by this reference. In recognition of the Acknowledgements set forth in the Terms, the parties, intending to be bound, hereby agree that School engages Hospital as set forth below:

School:

Name: Clearview High School
 Address: 4700 Broadway, Lorain, OH 44052
 Phone: 440-233-6313

School Contact: Mike Collier

Hospital:

Name: University Hospitals Health System, Inc.
 Address: 3605 Warrensville Center Road, Shaker Heights, OH 44122
 Phone: 216-286-9598

Hospital Contact: Jamie Foutz

Type of Provider services provided by Hospital to School (check those that apply):

Team Physician Weekly Hours Commitment: < 8

Athletic Trainer Weekly Hours Commitment:

Effective Date: 7/15/18 Annual Service Fee: \$0

Specific Coverage Requirements: Physician coverage for home varsity high school football games, if available.

Promotional Consideration: School will provide space at each outdoor and indoor Event for the Hospital to hang 4'x6' banner with logo, public service announcements at each covered Event educating attendees on Hospital's programs, advertising space in any distributed athletic programming brochure and a link to the Hospital's website on the School athletics webpage. UH to have the opportunity to distribute UH Sports Medicine playbook to parents and athletes. UH to have the opportunity to activate/provide giveaways at select/mutually agreeable games/activities. UH to sponsor award for Clearview High School athlete of the year, if applicable.

Additional Terms:

IN WITNESS WHEREOF, the parties have executed this Agreement below:

School

By: _____

Printed: _____

Title: _____

Hospital

By: _____

Printed: _____

Title: _____

Date: _____

Date: _____

**SPORTS MEDICINE SERVICES AGREEMENT
TERMS AND CONDITIONS**

These Sports Medicine Services Agreement Terms and Conditions apply to the forgoing Sports Medicine Services("Agreement") between School and Hospital as of the Effective Date. Terms defined in the Agreement are incorporated in these Terms and Conditions.

1. Acknowledgements.

Hospital's mission is To Heal. To Teach. To Discover., and Hospital is committed to meeting the health care needs of its community;

School operates the "Locations" identified on the first page of the Agreement, each of which maintains an athletic program;

Hospital and School have a mutual interest in protecting and promoting the health and safety of the Schools' students, recognize a community need for high-quality athletic care and acknowledge recent discoveries and research findings relating to sports-related concussions and other injuries that may result in long-term health conditions or limitations; and

School and Hospital desire to meet the team physician needs of the Schools' student athletes and general student population by making a Hospital employed or affiliated physician available on the premises of School and at certain athletic activities under the terms and conditions hereunder set forth.

2. Hospital Responsibilities.

(a) Hospital shall provide School with reports and documentation of the services provided hereunder as lawfully and reasonably needed by School to complete local, state, and federal reports.

(b) Hospital will provide School with the provider(s) (the "Provider") as set forth on the front page of the Agreement, who will cover, on average, the number of hours per week during the academic school year indicated as "Weekly Hours Commitment" on the first page of this Agreement.

(c) The Provider shall be a resource during Events mutually scheduled by the parties' respective contacts set forth on the first page of this Agreement. Specific coverage requirements are set forth the first page of this Agreement. The parties agree and acknowledge that the Provider is time limited and it would be impossible for the Provider to cover all athletic events.

(d) An "Event" shall mean any athletic competitive event or other organized event attended or

held by School and/or its teams. A "Practice" shall mean any non-competitive event for the purpose of team practice. A Practice shall not include unsanctioned, student run, or open events.

If Hospital is providing a Licensed / Certified Athletic Trainer ("LTAC"), then LTAC shall provide recommendations as to the priority of Events and Practices, however School shall be responsible for final LTAC coverage priority.

If Hospital is providing a Team Physician ("Physician") then an "Event" shall mean home varsity football games organized or held by School or as otherwise set forth on the first page of this Agreement.

In all cases, Event and Practice coverage will be determined through mutual agreement between the School and Hospital by the first day of each "Athletic Season," as that term is commonly used within the School.

(e) During scheduled Event hours, the Provider will function as a coordinating resource for appropriate emergency care and first aid for injured athletes.

(f) Hospital agrees to provide a qualified substitute Provider, if possible, to cover scheduled absences of the primary Provider. Hospital will provide a substitute for all home varsity football Events.

(g) Hospital will employ Provider to perform services on School grounds. Hospital shall engage such persons as are required, as selected by Hospital, to perform necessary Provider services. In no way shall it be interpreted that these services will be performed by any one specific individual and the employment of individuals providing the services hereunder shall remain at the discretion of Hospital.

Additionally, if Hospital is providing a Physician, such Physician shall only be provided for the purposes of athletic trainer supervision (if applicable) and to coordinate with the School athletic trainer and local EMS, first aid and emergency services at Events. If applicable, the Physician shall work in coordination with the School athletic trainer to make any return to play decisions at Events.

(i) School acknowledges, agrees, and understands that the Provider is not responsible for the overall health, welfare, or wellbeing of any athletes, coaches, School staff, or School invitees, and the presence of the Provider does not prevent injuries or serve as a substitute for routine medical care.

(j) If applicable, Hospital will ensure that the Physician providing services under this Agreement is board certified and holds an unrestricted license to practice medicine in the State of Ohio, and is trained in basic cardiopulmonary resuscitation (CPR) and automated external defibrillator use (AED).

(k) Provider shall not provide clearance of athletes to participate in sporting activities prior to the start of a season, further Provider shall not provide return to play clearance for Events.

(l) If Hospital is providing an Athletic Trainer ("AT"), then during scheduled Practice hours, the AT will: (i) coordinate documentation of available injury tracking software, if applicable; (ii) coordinate appropriate medical care for the injured athlete that includes either providing or facilitating access to initial evaluation, treatment, and rehabilitation under the guidance of the team physician/medical director; (iii) act as the liaison between the parent, physician, rehabilitation team and coach regarding evaluation, treatment, rehabilitation, and return to competitive status; (iv) document and record evaluations and treatments into the athlete's file that will be on file in the athletic training room; (v) supervise the use and operation of the athletic training room and control the inventory of supplies, however, School is ultimately responsible for the purchase and provision of supplies used for Events and Practices; and (vi) provide recommendations for the ordering and purchasing of supplies and equipment for the use in the athletic training room, subject to the set athletic training budget account.

(m) If Hospital is providing an LTAC, Hospital shall provide concussion baseline testing for any athlete or members of an athletic team mutually agreed upon by the athletic trainer and the athletic director.

(n) If Hospital is providing an LTAC, Hospital agrees to offer a Pupil Activity Validation (PAV) class and Cardiopulmonary Resuscitation/Automated External Defibrillator CPR/AED training to coaches on a specified date that is determined by Hospital.

3. School Responsibilities.

(a) In consideration for the services provided hereunder, School shall pay the "Annual Service Fee" set forth on the first page of this Agreement per each academic year the contract is in effect for athletic training services. Payment will be made in accordance with a payment schedule to be agreed upon by the parties. If a School chooses to utilize Hospital, AT(s) for additional coverage not stated within this agreement, School agrees to pay \$35.00/hour for additional hourly coverage. In addition, School shall: (a) provide all reasonable and

appropriate equipment and supplies for the delivery of Provider services delivered at the school site; (b) demonstrate coverage (for School vehicles) under a policy of vehicle liability insurance upon request; (c) provide all supplies and equipment needed for the provision of team physician services to students of School; (d) provide Hospital the "Promotional Consideration" set forth on the first page of this Agreement, attached hereto and made a part hereof; (e) require that students who suffer injuries or concussions produce an authorization to return to play signed by the student's physician (as required per ORC §4755 where Hospital provides an AT); (f) make parents aware of Lindsay's Law (Ohio Revised Code Sections: 3313.5310, 3707.58, and 3707.59 as amended) and obtain any parent, legal guardian, and student signatures required under Lindsay's Law to permit student athletes to participate in School activities, including Event; and (g) if Hospital is not providing a Physician, ensure on-site physician coverage for all home varsity football Events.

4. Mutual Responsibilities.

(a) Hospital and School will each demonstrate liability coverage in an amount not less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate for their respective employees. Further, each party shall provide automobile liability insurance providing coverage for any automobile with a combined single limit for bodily injury and property damage of not less than \$1,000,000 per occurrence *if automobiles are used by that party or its employees or agents in the performance of this Agreement.*

(b) School and Hospital will each provide a contact person to coordinate the performance of this Agreement and to resolve conflicts. At the Effective Date the initial contacts shall be the School Contact and Hospital Contact identified on the first page of this Agreement.

5. Term of Agreement. The initial term of this agreement shall be for a period of three (3) years, commencing on the Effective Date. Thereafter, this Agreement shall automatically renew for successive periods of one year each unless either party gives the other party at least 30 days prior written notice of its intent not to renew the Agreement.

6. Termination. Hospital or School may terminate this Agreement for cause by providing thirty (30) days advance written notice (the "Default Notice") to the other of any material breach of the terms hereof. The party alleged to be in default shall have the right to cure the default within thirty (30) days of its receipt of the Default Notice. If the material breach cannot be cured within the

thirty (30) day period (the "Cure Period"), then this Agreement shall terminate effective as of the date of the last day of the Cure Period. This agreement may be terminated with or without cause upon ninety (90) days written notice by either party. Further, either party may terminate this Agreement with respect to one or more of the Schools upon ninety (90) days prior written notice to the other party.

7. Miscellaneous.

(a) Health Care Compliance. The parties agree and acknowledge that, as a healthcare provider, Hospital must comply with Federal healthcare program requirements in order to participate in such programs and participation in Federal healthcare programs is essential to Hospital's business. Each party represents and warrants that neither it, nor any person providing services under this Agreement is ineligible to participate in Federal health care programs or Federal procurement or nonprocurement programs, and has not been convicted of a criminal offense that could result in such party or individual becoming ineligible to participate in such programs. In the event either party is or does become ineligible, the parties agree to meet promptly in good faith in order to resolve issues arising out of any such ineligibility; provided, however that either party may terminate this Agreement on thirty (30) days' written notice to the other party if such ineligibility is not resolvable to the satisfaction of either party. For the sake of clarity, the parties acknowledge that they are each committed to full compliance with all applicable laws, rules, regulations and state and Federal health care program requirements including without limitation, the Federal Anti-Kickback Statute, the Stark Law, and the rules, regulations and administrative guidance promulgated under the authority of such laws (collectively, "Laws"), and each party agrees to cooperate fully with the other party's applicable compliance program requirements. School and Hospital each represents and warrants that no part of any consideration under the Agreement is a prohibited payment for the recommending or arranging for the referral of business or the ordering of items or services; nor is any part of any consideration intended to induce illegal referrals of business or other illegal conduct.

(b) Civil Rights Compliance. Hospital will comply with the Federal Civil Rights Act of 1964 to the end that no person of the United States shall, on the ground of race, color, sex, age, creed, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program activity which is supported by Federal Funds.

(c) Independent Contractor. Hospital, for the purposes of this Agreement, shall be considered and treated as an independent contractor and shall not be considered an employee of School or the Schools for any purpose whatsoever; provided, however, notwithstanding anything to the contrary, that the parties agree and acknowledge that any team physician services provided by a PHYSICIAN under this Agreement are provided as an agent and instrument of School.

(d) Nonsolicitation. During the term of this Agreement and for a period of one year following its expiration, School shall not employ or solicit for employment any individual employed by Hospital during any part of the term of this Agreement.

(e) Notice. Any Notices under this Agreement (other than notices of the event schedules) shall in writing and sent via First Class Mail, Return Receipt requested or by overnight delivery via a nationally recognized carrier and addressed to the parties' contacts as identified on this first page of this Agreement, or such other person or location as designated by the receiving party in writing. In addition, a copy of any notice to be sent to Hospital shall simultaneously be sent to University Hospitals Health System, Inc., 3605 Warrensville Center Road, Shaker Heights, Ohio 44122, Attn: Chief Legal Officer.

(f) Terms of Construction and Enforceability. The failure by either party to exercise or enforce any right hereunder shall not constitute the waiver or forbearance of any other right or provision afforded such party in this Agreement. If any covenant, agreement, term or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, and the application of such covenant, agreement, term or condition to persons or circumstances other than those to which it is held invalid and unenforceable, shall not be affected thereby and each covenant, agreement, term and condition of this Agreement shall be valid and enforced to the fullest extent permitted by law. This Agreement may be amended or modified only by means of a written instrument executed by both Hospital and School, which amendment must contain the legend "Approved As To Form," which legend must also be executed by an attorney within the UHHS Law Department. Hospital and School each represent and warrant that the individual signing above on their behalf is duly authorized and empowered to enter into this Agreement on their behalf. This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, whether written, oral or

implied, between the parties with respect to the subject matter of this Agreement. This Agreement is governed by Ohio law. Ohio and U.S. courts residing in Cuyahoga County Ohio shall be the exclusive venues for any disputes arising under this Agreement.

(g) Assignment and Subcontracting. Neither party may assign any rights or obligations under this Agreement without the express prior written consent of the other, such consent not to be unreasonably withheld.

(h) Community Benefit. The parties agree and acknowledge that the obligations of School, including the Promotional Consideration, the Annual Service Fee and consideration set forth hereinabove, may not be of not of commensurate value with the services provided by Hospital hereunder and may be less than the costs to be incurred by Hospital under this Agreement. It is the express intent and understanding of the parties that Hospital's contributions under this Agreement are primarily made to benefit the communities served by Hospital and School and to further Hospital's charitable mission.

(i) Non-Exclusivity. This Agreement is not exclusive and in no way prohibits Hospital from providing the same or similar services to any other school.