

WOOD COUNTY EDUCATIONAL SERVICE CENTER
Regular Governing Board Meeting Minutes
June 25, 2019

The regular session of the Wood County Educational Service Center Governing Board Meeting was called to order by Governing Board President, Ms. **Kathy Limes**, at 4:00 p.m. with the following members present: Ms. Judith **Hines**, Mr. Joe **Long**, Ms. Judy **Paredes** and Mr. Timothy **Smith**. Also present: Ms. Gina **Fernbaugh**, Treasurer, Mr. Mark **North**, Superintendent.

Absent:

None

Staff Members Present

Kyle **Clark**, Prevention Education Director

Susan **Spencer**, Community Learning Centers Director

Visitors Present –

None

Approval of the Minutes

Mr. Long moved and Ms. Hines seconded the motion to approve the following minutes:
Regular Board Meeting – May, 28, 2019

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The chair declared the motion carried.

REPORTS OF THE TREASURER

Approval of Cash Reconciliation Reports- The Cash Reconciliation Reports for the previous month were provided to each Board member. Members had the opportunity to ask questions or make comments regarding the report. Mr. Smith moved and Ms. Hines Seconded the motion to approve the Cash Reconciliation report for the month of May 2019:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The chair declared the motion carried.

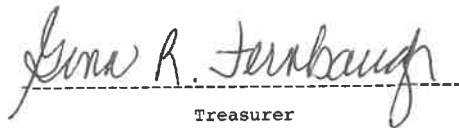
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DATE: 06/03/2019
TIME: 08:39

WOOD COUNTY E.S.C.
CASH RECONCILIATION AS OF 06/01/2019

PAGE: 1
(USAEMSED)

| | SUB-TOTALS | TOTALS |
|-----------------------------------|--------------|-----------------|
| | ----- | ----- |
| Gross Depository Balances: | | |
| The Huntington National Bank | \$ 64,321.97 | |
| | ----- | |
| Total Depository Balances (Gross) | | \$ 64,321.97 |
| Adjustments to Bank Balance: | | |
| Cash in Transit to Bank | \$ 0.00 | |
| Outstanding Checks | 162,604.53- | |
| Adjustments | 0.00 | |
| | ----- | |
| Total Adjustments to Bank Balance | | 162,604.53- |
| Investments: | | |
| Treasury Bonds and Notes | \$ 0.00 | |
| Certificate of Deposits | 6,325,000.00 | |
| Other Securities | 0.00 | |
| Other Investments: | | |
| Star Ohio | 884,639.27 | |
| Star Ohio Plus | 262,442.14 | |
| | ----- | |
| Total Investments | | 7,472,081.41 |
| Cash on Hand: | | |
| Petty Cash: | | |
| TREASURER'S OFFICE | \$ 50.00 | |
| ED PROGRAM | 30.00 | |
| Change Cash: | | |
| Cash with Fiscal Agent | 0.00 | |
| | ----- | |
| Total Cash on Hand | | 80.00 |
| | | ----- |
| Total Balances | | \$ 7,373,878.85 |
| | | ===== |
| Total Fund Balance | | \$ 7,373,878.85 |
| | | ===== |
| Depository Clearance Accounts: | | |
| Huntington National - Payroll | \$ 49,674.49 | |
| | ----- | |
| Total Clearance Account Balances | | \$ 49,674.49 |



Treasurer

Approval of Financial Reports – Upon the recommendation of the Treasurer, Ms. Hines moved and Mr. Joe Long seconded the motion to approve the Financial Reports for the month of May 2019:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

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| Account Description | Appropriation | Expended | % Exp | Encumbered | Balance |
|--|----------------------|------------------------------|--------------|-------------------|---------------------|
| General Fund | | | | | |
| 100 PERSONAL SERVICES - SALARIES | 7,495,423.53 | 6,840,302.03 | 91.3% | 0.00 | 655,121.50 |
| 200 EMPLOYEES RETIRE. & INSUR. BEN | 2,104,091.93 | 1,922,559.15 | 91.4% | 1,400.07 | 180,132.71 |
| 400 PURCHASED SERVICES | 433,218.14 | 326,471.61 | 75.4% | 55,005.39 | 51,741.14 |
| 500 SUPPLIES AND MATERIALS | 149,953.26 | 96,064.24 | 64.1% | 24,405.00 | 29,484.02 |
| 600 CAPITAL OUTLAY | 16,375.83 | 5,999.06 | 36.6% | 3,990.27 | 6,386.50 |
| 800 MISCELLANEOUS OBJECTS | 83,480.00 | 67,718.45 | 81.1% | 7,596.13 | 8,165.42 |
| 900 OTHER USES OF FUNDS | 270,449.68 | 1,449.68 | 0.5% | 0.00 | 269,000.00 |
| Total General Fund | 10,552,992.37 | 9,260,564.22 | 87.8% | 92,396.86 | 1,200,031.29 |
| Other Funds | | | | | |
| 014 ROTARY-INTERNAL SERVICES | 745,827.76 | 636,229.88 | 85.3% | 3,591.88 | 106,006.00 |
| 018 PUBLIC SCHOOL SUPPORT | 1,715.00 | 1,300.65 | 75.8% | 185.65 | 228.70 |
| 019 OTHER GRANT | 2,587,182.31 | 2,012,329.92 | 77.8% | 125,212.63 | 449,639.76 |
| 022 DISTRICT AGENCY | 379,405.95 | 355,530.90 | 93.7% | 6,008.18 | 17,866.87 |
| 035 TERMINATION BENEFITS - HB426 | 21,801.42 | 21,801.42 | 100.0% | 0.00 | 0.00 |
| 439 PUBLIC SCHOOL PRESCHOOL | 128,000.00 | 128,000.00 | 100.0% | 0.00 | 0.00 |
| 451 DATA COMMUNICATION FUND | 1,800.00 | 1,800.00 | 100.0% | 0.00 | 0.00 |
| 499 MISCELLANEOUS STATE GRANT FUND | 37,493.90 | 29,459.13 | 78.6% | 1,374.53 | 6,660.24 |
| 502 SCHOOL TO WORK | 954,974.69 | 672,573.19 | 70.4% | 65,242.39 | 217,159.11 |
| 516 IDEA PART B GRANTS | 25,000.00 | 22,540.52 | 90.2% | 1,408.42 | 1,051.06 |
| 572 TITLE I DISADVANTAGED CHILDREN | 143,155.20 | 108,293.59 | 75.6% | 34,861.61 | 0.00 |
| 587 IDEA PRESCHOOL-HANDICAPPED | 23,577.72 | 18,575.15 | 78.8% | 375.67 | 4,626.90 |
| 599 MISCELLANEOUS FED. GRANT FUND | 1,110,867.05 | 760,793.89 | 68.5% | 156,181.55 | 193,891.61 |
| Total Other Funds | 6,160,801.00 | 4,769,228.24 | 77.4% | 394,442.51 | 997,130.25 |
| Grand Total All Funds | 16,713,793.37 | 14,029,792.46 | 83.9% | 486,839.37 | 2,197,161.54 |
| July 1 Beginning Cash Balance (All Funds): | 7,684,353.84 | | | | |
| Total MTD Receipts: 1,426,571.00 | | FYTD Receipts: 13,719,317.47 | | | |
| Current Cash Balance (All Funds): | 7,373,878.85 | | | | |

Approval of Bills – Upon the recommendation of the Treasurer, Mr. Tim Smith moved and Ms. Paredes seconded the motion to approve the Bills for the month of May 2019:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

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05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|-------------------------------|--------------------------------|-------------|------------|
| 001 | 2970 | 414 | 9900 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 271.20 | 05/23/2019 |
| 001 | 2970 | 414 | 9900 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 316.40 | 05/23/2019 |
| 001 | 2970 | 414 | 9902 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 427.14 | 05/23/2019 |
| 001 | 2970 | 414 | 9904 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 162.72 | 05/08/2019 |
| 001 | 2970 | 414 | 9906 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 275.45 | 05/08/2019 |
| 001 | 2970 | 414 | 9906 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 852.13 | 05/08/2019 |
| 001 | 2970 | 414 | 9906 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 1,033.65 | 05/08/2019 |
| 001 | 2970 | 414 | 9906 | 000000 | 000 | RACHEL WIXEY | FY19 SUB COORD FEE 4.547% | 715.92 | 05/23/2019 |
| 001 | 1280 | 439 | 9493 | 000000 | 000 | CAROLYN TEMPLIN | REIMB MILEAGE/ITINERANT | 306.13 | 05/23/2019 |
| 001 | 2140 | 439 | 9493 | 000000 | 000 | LAUREN NAPIER | REIMB MILEAGE | 209.44 | 05/23/2019 |
| 001 | 2152 | 439 | 9493 | 000000 | 000 | LORI HUTTON | REIMB MILEAGE SLP PRESCH 4% | 0.85 | 05/23/2019 |
| 001 | 2152 | 439 | 9493 | 000000 | 000 | CHRISTY MOENTER | REIMB MILEAGE SLP PRESCHOOL | 31.83 | 05/23/2019 |
| 001 | 2181 | 439 | 9493 | 000000 | 000 | AMY MCANALLY | REIMB MILEAGE OT/PRESCH 20% | 5.78 | 05/23/2019 |
| 001 | 2181 | 439 | 9493 | 000000 | 000 | AMY MCANALLY | REIMB MILEAGE OT/PRESCH 20% | 7.09 | 05/23/2019 |
| 001 | 2181 | 439 | 9493 | 000000 | 000 | ROBYN HIGHTOWER SHARNINGHOUSE | REIMB MILEAGE 9MO 30% | 3.88 | 05/23/2019 |
| 001 | 2182 | 439 | 9493 | 000000 | 000 | KRISTA VARNER | REIMB MILEAGE/PT PRESCHOOL 5% | 7.29 | 05/23/2019 |
| 001 | 2182 | 439 | 9493 | 000000 | 000 | KRISTA VARNER | REIME MILEAGE/PT PRESCHOOL 5% | 0.85 | 05/23/2019 |
| 001 | 2182 | 439 | 9493 | 000000 | 000 | JOSIE ROWE | REIMB MILEAGE/PT PRESCHOOL 3% | 6.85 | 05/23/2019 |
| 001 | 2182 | 439 | 9493 | 000000 | 000 | JESSYE HARTMAN | REIMB MILEAGE/PT PRESCHOOL | 9.11 | 05/23/2019 |
| 001 | 1280 | 461 | 9493 | 000000 | 000 | WCESC - MEMO VENDOR | PARENT MENTOR COPIER USAGE | 63.95 | 05/28/2019 |
| 001 | 1280 | 461 | 9493 | 000000 | 000 | WCESC - MEMO VENDOR | PRESCHOOL/RELATED SRVS/COPIER | 82.44 | 05/28/2019 |
| 001 | 1280 | 461 | 9493 | 000000 | 000 | WCESC - MEMO VENDOR | PRESCH & RELATED SERVICES | 194.05 | 05/28/2019 |
| 001 | 1280 | 510 | 9493 | 000000 | 000 | MORGAN STECK | REIMB PRESCHOOL SUPPLIES/SNACK | 32.16 | 05/08/2019 |
| 001 | 1280 | 510 | 9493 | 000000 | 000 | MORGAN STECK | REIMB PRESCHOOL SUPPLIES/SNACK | 44.60 | 05/08/2019 |
| 014 | 2421 | 439 | 9000 | 000000 | 000 | CHRISTY SPONTELLI | REIMB MILEAGE/JDC COORD | 19.35 | 05/23/2019 |
| 014 | 2421 | 439 | 9900 | 000000 | 000 | CHRISTY SPONTELLI | REIMB MILEAGE/JRC COORD | 19.35 | 05/23/2019 |
| 014 | 1140 | 447 | 9000 | 000000 | 000 | TIME WARNER CABLE | INTERNET ACCESS-JDC | 94.99 | 05/08/2019 |
| 014 | 1140 | 447 | 9900 | 000000 | 000 | TIME WARNER CABLE | INTERNET ACCESS-JRC | 94.99 | 05/08/2019 |
| 014 | 2415 | 461 | 9000 | 000000 | 000 | WCESC - MEMO VENDOR | JDC COPIER USAGE | 0.27 | 05/28/2019 |
| 014 | 2415 | 461 | 9900 | 000000 | 000 | WCESC - MEMO VENDOR | JRC COPIER USAGE | 0.27 | 05/28/2019 |
| 014 | 1140 | 520 | 9900 | 000000 | 000 | AMAZON CREDIT PLAN | HOLT WORLD HISTORY/DAILEY | 70.32 | 05/23/2019 |
| 019 | 2173 | 410 | 9619 | 000000 | 000 | WOOD COUNTY SHERIFF | COMPLIANCE CHECKS | 2,103.64 | 05/08/2019 |
| 019 | 2173 | 410 | 9619 | 000000 | 000 | GREENLOCK STORAGE | JULY 2018-JUNE 2019 | 89.25 | 05/23/2019 |
| 019 | 2173 | 411 | 9619 | 000000 | 000 | SCANTRON | INSIGHT SCANNER ONSIGHT | 483.00 | 05/08/2019 |
| 019 | 2173 | 411 | 9619 | 000000 | 000 | SCANTRON | SURVEYTRACKER PLUS NETWORK | 1,570.00 | 05/08/2019 |
| 019 | 2173 | 411 | 9619 | 000000 | 000 | CLC - MEMO | ALT. ACTIVITY SVCS | 8,496.00 | 05/28/2019 |
| 019 | 2173 | 411 | 9619 | 000000 | 000 | CLC - MEMO | ALT ACTIVITY SVCS | 4,410.00 | 05/28/2019 |
| 019 | 2173 | 412 | 9619 | 000000 | 000 | BILL IVOSKA | ANNUAL REPORT | 18,000.00 | 05/09/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | AMBER WILSON | REIMBURSE STAFF FOR REQUIRED | 39.95 | 05/23/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | BROOKE GABLE | REIMBURSE STAFF FOR REQUIRED | 39.95 | 05/23/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | MORGAN HUDSON | REIMBURSE STAFF FOR REQUIRED | 39.95 | 05/23/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | MORIAH GARCIA | REIMBURSE STAFF FOR REQUIRED | 39.95 | 05/23/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | CAROLINE HUNT | REIMBURSE STAFF FOR REQUIRED | 39.95 | 05/23/2019 |

LIST OF BILLS FOR WCESC

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|--------------------------------|-------------------------------|-------------|------------|
| 019 | 1190 | 414 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | WCESC MEMO FOR BCII & FBI | 22.00 | 05/28/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | WCESC MEMO FOR BCII & FBI | 22.00 | 05/28/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | WCESC MEMO FOR BCII & FBI | 25.25 | 05/28/2019 |
| 019 | 1190 | 414 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | WCESC MEMO FOR BCII & FBI | 25.25 | 05/28/2019 |
| 019 | 2173 | 414 | 9619 | 000000 | 000 | PEMBERVILLE FREE FAIR | PEMBERVILLE FREE FAIR BOOK AD | 145.00 | 05/08/2019 |
| 019 | 2959 | 417 | 9100 | 000000 | 000 | BILL IVOSKA | -PROGRAM EVALUATION FOR 21ST | 2,020.00 | 05/09/2019 |
| 019 | 1140 | 425 | 9418 | 000000 | 000 | FIRST PRESBYTERIAN CHURCH | RENT FOR ALC CLASSES | 200.00 | 05/23/2019 |
| 019 | 1140 | 433 | 9100 | 000000 | 000 | SUSAN YOUNGPETER | MILEAGE | 23.98 | 05/23/2019 |
| 019 | 1140 | 433 | 9100 | 000000 | 000 | BRITTANY HOFFMAN | MILEAGE | 119.36 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | JEANINE LINDQUIST | MILEAGE | 288.85 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | BILL HAMILTON | MILEAGE | 85.02 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | MELISSA NOTESTINE | MILEAGE | 58.86 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | LINDA LOGUE | MILEAGE | 9.27 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | JANE LINGENFELDER | MILEAGE | 176.58 | 05/23/2019 |
| 019 | 2173 | 433 | 9619 | 000000 | 000 | CHELSEI MCELRATH | MILEAGE | 50.69 | 05/23/2019 |
| 019 | 2415 | 433 | 9619 | 000000 | 100 | KYLE CLARK | ATOD MILEAGE | 128.89 | 05/23/2019 |
| 019 | 1140 | 439 | 9418 | 000000 | 000 | EFFECTIVE EDUCATIONAL SEMINARS | CAMPBELL/REG-CURRENT YOUTH | 105.00 | 05/23/2019 |
| 019 | 2922 | 439 | 9100 | 000000 | 000 | HANNAH PEREZ FEFFER | MILEAGE | 288.85 | 05/23/2019 |
| 019 | 2922 | 439 | 9100 | 000000 | 000 | TIMOTHY BIALECKI | MILEAGE | 364.28 | 05/23/2019 |
| 019 | 2922 | 439 | 9100 | 000000 | 000 | RACHAEL SMITH | MILEAGE | 116.63 | 05/23/2019 |
| 019 | 1140 | 441 | 9418 | 000000 | 000 | VERIZON WIRELESS | ALC IRVIN | 16.20 | 05/23/2019 |
| 019 | 2173 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | PREV SPEC LOGUE | 50.34 | 05/23/2019 |
| 019 | 2173 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | PREV SPEC LINDQUIST | 50.34 | 05/23/2019 |
| 019 | 2173 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | CLC WOODMORE | 16.20 | 05/23/2019 |
| 019 | 2173 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | ATOD MCELRATH | 50.34 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC ROSSFORD | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC NORTH BALTIMORE | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC NORTHWOOD | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC ELMWOOD | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC GENOA | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC CRIM | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC KENWOOD | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC LAKE | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC CONNEAUT | 16.20 | 05/23/2019 |
| 019 | 2413 | 441 | 9100 | 000000 | 000 | VERIZON WIRELESS | CLC PEMBERVILLE | 16.20 | 05/23/2019 |
| 019 | 2415 | 441 | 9619 | 000000 | 100 | VERIZON WIRELESS | ATOD COORD CLARK | 60.39 | 05/23/2019 |
| 019 | 1140 | 447 | 9418 | 000000 | 000 | TIME WARNER CABLE | ALC/INTERNET ACCESS | 99.94 | 05/23/2019 |
| 019 | 2173 | 461 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | ATOD/JDC PREV/PROJ PARENT | 90.86 | 05/28/2019 |
| 019 | 2173 | 461 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | ATOD COPIER | 430.73 | 05/28/2019 |
| 019 | 1190 | 469 | 9100 | 000000 | 000 | IMAGINATION STATION | ADMISSION FOR STUDENTS ON | 2,310.00 | 05/23/2019 |
| 019 | 1140 | 510 | 9418 | 000000 | 000 | NWOCA | ALC/MICROSOFT LICENSE | 183.84 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | PRINCETON HEALTH PRESS | MIDDLE SCHOOL LEVEL 1 STUDENT | 3,600.00 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | PRINCETON HEALTH PRESS | MIDDLE SCHOOL LEVEL 2 STUDENT | 2,750.00 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | PRINCETON HEALTH PRESS | SHIPPING AND HANDLING | 635.00 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | STAPLES | SUPPLIES | 69.40 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | STAPLES | SUPPLIES | 276.24 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | STAPLES | SUPPLIES | 57.51 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | STAPLES | SUPPLIES | 89.20 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | STAPLES | SUPPLIES | 48.06 | 05/08/2019 |

LIST OF BILLS FOR WCESC

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|--------------------------------|--------------------------------|----------------|------------|
| 019 | 2173 | 510 | 9619 | 000000 | 000 | NIMCO, INC. | RED RIBBON SUPPLIES | 1,379.82 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | NIMCO, INC. | SHIPPING | 137.98 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | MILAN KARNA | LUNCHES FOR STUDENTS AND STAFF | 73.15 | 05/08/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | LINDA LOGUE | SUPPLIES | 31.92 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | NIMCO, INC. | RED RIBBON SUPPLIES FOR | 761.09 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | NIMCO, INC. | SHIPPING AND HANDLING | 76.11 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | NWOCA | MICROSOFT OFFICE 2019 FOR MAC | 49.73 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | MARION CRAWFORD PREVENTION PRG | OHIO TEEN INSTITUTE | 1,800.00 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | MARION CRAWFORD PREVENTION PRG | YOUTH STAFF FEE FOR OHIO TEEN | 150.00 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | MARION CRAWFORD PREVENTION PRG | OHIO TEEN INSTITUTE RETREAT | 300.00 | 05/23/2019 |
| 019 | 2173 | 510 | 9619 | 000000 | 000 | MARION CRAWFORD PREVENTION PRG | OHIO TEEN INSTITUTE | 300.00 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | PAGLIAI'S | LUNCHES FOR MEETINGS & EVENTS | 332.75 | 05/08/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | MEDDY TEDDY | 439.45 | 05/08/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | SHIPPING | 38.95 | 05/08/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | SOFTERWARE, INC. | WEBLINK REGISTRATION | 80.00 | 05/08/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | STAPLES | MISC SUPPLIES | 958.96 | 05/08/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | PAGLIAI'S | LUNCHES FOR MEETINGS & EVENTS | 76.45 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | PAGLIAI'S | LUNCHES FOR MEETINGS & EVENTS | 51.45 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | PAGLIAI'S | LUNCHES FOR MEETINGS & EVENTS | 52.25 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | GREENLOCK STORAGE | JULY 2018-JUNE 2019 MONTHLY | 58.36 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 11.45 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 7.28 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 156.35 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 103.82 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 11.47 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 408.82 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 313.31 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | AMAZON CREDIT PLAN | DIARY OF WIMPY KID BOOK | 1,695.00 | 05/23/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | TRANSFIRST-MEMO VENDOR | ONLINE COLLECTION FEES | 591.71 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | SAFESAVE PAYMENT GATEWAY-MEMO | ONLINE COLLECTION FEES | 71.59 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | SAFESAVE PAYMENT GATEWAY-MEMO | ONLINE COLLECTION FEES | 72.09 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | SAFESAVE PAYMENT GATEWAY-MEMO | ONLINE COLLECTION FEES | 66.18 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | CLC COPIER USAGE | 99.00 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | WCESC - MEMO VENDOR | COPIER USAGE | 2,484.39 | 05/28/2019 |
| 019 | 1190 | 511 | 9100 | 000000 | 000 | SAFESAVE PAYMENT GATEWAY-MEMO | ONLINE COLLECTION FEES | 51.07 | 05/29/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | VIN CHAR PRODUCE, INC | PRODUCE & FRUIT FOR ALL SITES | 113.65 | 05/08/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | NORTHWOOD LOCAL SCHOOLS | BREAKFAST FOR CLC STARS | 3.60 | 05/08/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | NORTHWOOD LOCAL SCHOOLS | BREAKFAST FOR CLC STARTS | 154.10 | 05/08/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | GORDON FOOD SERVICE | BREAKFAST AND SNACKS FOR ALL | 1,633.71 | 05/08/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | BOWLING GREEN CITY SCHOOL | BG CONNEAUT STARS BREAKFAST | 100.00 | 05/23/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | VIN CHAR PRODUCE, INC | PRODUCE & FRUIT FOR ALL SITES | 130.25 | 05/23/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | VIN CHAR PRODUCE, INC | PRODUCE & FRUIT FOR ALL SITES | 139.85 | 05/23/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | VIN CHAR PRODUCE, INC | PRODUCE & FRUIT FOR ALL SITES | 129.75 | 05/23/2019 |
| 019 | 1190 | 568 | 9100 | 000000 | 000 | NORTHWOOD LOCAL SCHOOLS | BREAKFAST FOR CLC STARTS | 123.10 | 05/23/2019 |
| 022 | 2229 | 419 | 9016 | 000000 | 000 | TRANSFIRST-MEMO VENDOR | ONLINE COLLECTION FEES | 17.50 | 05/28/2019 |
| 022 | 2229 | 419 | 9016 | 000000 | 000 | SAFESAVE PAYMENT GATEWAY-MEMO | ONLINE COLLECTION FEES | 10.00 | 05/28/2019 |

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|-----------------------------|--------------------------------|-------------|------------|
| 022 | 2229 | 425 | 9016 | 000000 | 100 | BGSU/BUSINESS OPERATIONS | NWOET-OFFICE SPACE LEASE | 312.00 | 05/23/2019 |
| 022 | 2943 | 439 | 9016 | 000000 | 000 | JUDY TUCKER | MEETING/MILEAGE REIMBURSEMENT | 63.91 | 05/23/2019 |
| 022 | 2229 | 441 | 9016 | 000000 | 000 | BGSU/BUSINESS OPERATIONS | NWOET-PHONE | 250.00 | 05/23/2019 |
| 022 | 2229 | 443 | 9016 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | NWOET - POSTAGE | 35.00 | 05/08/2019 |
| 022 | 2229 | 443 | 9016 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | NWOET - POSTAGE | 100.00 | 05/08/2019 |
| 022 | 2229 | 445 | 9016 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | NWOET - GRASSHOPPER | 17.97 | 05/08/2019 |
| 022 | 2229 | 447 | 9016 | 000000 | 000 | BGSU/BUSINESS OPERATIONS | NWOET-INTERNET | 187.50 | 05/23/2019 |
| 022 | 2229 | 461 | 9016 | 000000 | 000 | U S BANK OFFICE EQUIPMENT | FY19 MONTHLY COPIER FEE/COPIES | 365.53 | 05/08/2019 |
| 022 | 2229 | 461 | 9016 | 000000 | 000 | PAPER & GRID ART | NWOET PRINTING | 400.00 | 05/23/2019 |
| 022 | 2229 | 560 | 9016 | 000000 | 000 | WOODCO FEDERAL CREDIT UNION | NWOET - FOOD SUPPLIES | 59.97 | 05/08/2019 |
| 439 | 1280 | 411 | 9019 | 000000 | 507 | WCESC - MEMO VENDOR | ECE EXPANTION/15 STUDENTS | 27,680.81 | 05/29/2019 |
| 439 | 1280 | 411 | 9019 | 000000 | 707 | WCESC - MEMO VENDOR | ECE ECPANSION/17 STUDENTS | 27,680.83 | 05/29/2019 |
| 439 | 2590 | 899 | 9019 | 000000 | 707 | WCESC - MEMO VENDOR | ECE EXPANSION NB ICR FEE PMT#1 | 596.27 | 05/29/2019 |
| 439 | 2590 | 899 | 9019 | 000000 | 507 | WCESC - MEMO VENDOR | ECE EXPANSION NW ICR FEE PMT#1 | 1,497.67 | 05/29/2019 |
| 439 | 2590 | 899 | 9019 | 000000 | 507 | WCESC - MEMO VENDOR | ECE EXPANSION NW ICR FEE FINAL | 154.86 | 05/29/2019 |
| 439 | 2590 | 899 | 9019 | 000000 | 707 | WCESC - MEMO VENDOR | ECE EXPANSION NB ICR FEE FINAL | 1,056.24 | 05/29/2019 |
| 499 | 2950 | 417 | 9119 | 000000 | 000 | BILL IVOSKA | APRIL/MAY 2019-WRITTEN REPORT | 500.00 | 05/08/2019 |
| 499 | 3290 | 439 | 9119 | 000000 | 000 | MILAN KARNA | REIMB MILEAGE FOR PROJECT | 165.68 | 05/23/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | 2019 ES REPORT OF HOLLYWOOD | 70.00 | 05/08/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | 2019 ES REPORT OF HOLLYWOOD | 70.00 | 05/08/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | CLEAR FRONT COVER/BLACK BACK | 260.00 | 05/08/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | 2019 ES REPORT OF CASINO/ | 23.80 | 05/23/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | 2019 ES REPORT OF HOLLYWOOD | 23.80 | 05/23/2019 |
| 499 | 2950 | 512 | 9119 | 000000 | 000 | Copy Shop | DAYTON RACEWAY CLEAR FRONT/ | 88.40 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | SYLVAN LEARNING CENTER | TUTORING SERVICES FOR YOUTH | 688.00 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | SYLVAN LEARNING CENTER | TUTORING SERVICES FOR YOUTH | 688.00 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | SYLVAN LEARNING CENTER | TUTORING SERVICES FOR YOUTH | 736.00 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | SYLVAN LEARNING CENTER | TUTORING SERVICES FOR YOUTH | 828.00 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | NORTHWEST STATE COMMUNITY | TUITION FOR YOUTH IN YEP | 20,250.00 | 05/23/2019 |
| 502 | 1190 | 411 | 9619 | 000000 | 300 | WCESC - MEMO VENDOR | CREDIT RECOVERY COURSES | 85.00 | 05/28/2019 |
| 502 | 1190 | 412 | 9619 | 000000 | 300 | LYNN HOGAN | YOUTH STIPENDS FOR PARTICIPANT | 35.00 | 05/08/2019 |
| 502 | 1190 | 412 | 9619 | 000000 | 300 | ETHAN RUSSELL ROBERTS | YOUTH STIPENDS FOR PARTICIPANT | 95.00 | 05/08/2019 |
| 502 | 1190 | 412 | 9619 | 000000 | 300 | ETHAN RUSSELL ROBERTS | YOUTH STIPENDS FOR PARTICIPANT | 85.00 | 05/08/2019 |
| 502 | 1190 | 412 | 9619 | 000000 | 300 | FRANCESCA FLORES | YOUTH STIPENDS FOR PARTICIPANT | 60.00 | 05/08/2019 |
| 502 | 1190 | 412 | 9619 | 000000 | 300 | FRANCESCA FLORES | YOUTH STIPENDS FOR PARTICIPANT | 45.00 | 05/08/2019 |
| 502 | 2175 | 431 | 9519 | 000000 | 000 | MICHELLE VON LEHMEN | -REIMB MILEAGE | 13.08 | 05/23/2019 |
| 502 | 2175 | 431 | 9519 | 000000 | 000 | MATTHEW MEEKS | REIMB MILEAGE | 97.42 | 05/23/2019 |
| 502 | 2175 | 431 | 9519 | 000000 | 000 | PAUL FLORES | -REIMB MILEAGE | 86.39 | 05/23/2019 |
| 502 | 2175 | 431 | 9619 | 000000 | 000 | MICHELLE VON LEHMEN | REIMB MILEAGE | 13.08 | 05/23/2019 |
| 502 | 2175 | 431 | 9619 | 000000 | 000 | MATTHEW MEEKS | -REIMB MILEAGE | 97.42 | 05/23/2019 |

LIST OF BILLS FOR WCESC

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|------------------------------|--------------------------------|-------------|------------|
| 502 | 2175 | 431 | 9619 | 000000 | 000 | PAUL FLORES | REIMB MILEAGE | 86.38 | 05/23/2019 |
| 502 | 2173 | 439 | 9619 | 000000 | 999 | LESLIE M. HEAD | REIMB MEETING/MILEAGE | 263.78 | 05/23/2019 |
| 502 | 2173 | 441 | 9519 | 000000 | 000 | VERIZON WIRELESS | YEP HEAD (TANF '19) 50% | 30.20 | 05/23/2019 |
| 502 | 2173 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | YEP HEAD (WIOA '19) 50% | 30.19 | 05/23/2019 |
| 502 | 2175 | 441 | 9519 | 000000 | 000 | VERIZON WIRELESS | YEP VONLEMDEN (TANF 19)50% | 30.20 | 05/23/2019 |
| 502 | 2175 | 441 | 9519 | 000000 | 000 | VERIZON WIRELESS | YEP MEEKS (TANF 19) 50% | 30.19 | 05/23/2019 |
| 502 | 2175 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | YEP MEEKS(WIOA '19) 50% | 30.20 | 05/23/2019 |
| 502 | 2175 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | YEP VONLEMDEN (WIOA 19) 50% | 30.19 | 05/23/2019 |
| 502 | 2176 | 441 | 9519 | 000000 | 000 | VERIZON WIRELESS | YEP FLORES (TANF '19) | 30.20 | 05/23/2019 |
| 502 | 2176 | 441 | 9619 | 000000 | 000 | VERIZON WIRELESS | YEP FLORES (WIOA '19)50% | 30.19 | 05/23/2019 |
| 502 | 1140 | 461 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | WIOA FY19 COPIER USAGE | 64.27 | 05/28/2019 |
| 502 | 1140 | 461 | 9619 | 000000 | 999 | WCESC - MEMO VENDOR | WIOA COPIER/LOCAL | 194.84 | 05/28/2019 |
| 502 | 2190 | 499 | 9519 | 000000 | 000 | PAUL FLORES | REIMBURSE YEP STAFF FOR YOUTH | 10.77 | 05/23/2019 |
| 502 | 2190 | 499 | 9519 | 000000 | 000 | PAUL FLORES | REIMBURSE YEP STAFF FOR YOUTH | 21.58 | 05/23/2019 |
| 502 | 2190 | 499 | 9519 | 000000 | 000 | WCESC - MEMO VENDOR | REIMBURSEMENT FOR GAS CARDS | 190.00 | 05/29/2019 |
| 502 | 2190 | 499 | 9519 | 000000 | 000 | WCESC - MEMO VENDOR | REIMB GAS CARDS | 80.00 | 05/29/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | JARVIS WILLIAMSON | YOUTH INCENTIVES EARNED | 60.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | JARVIS WILLIAMSON | YOUTH INCENTIVES EARNED | 95.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | EMILY WOODARD | YOUTH INCENTIVES EARNED | 95.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | EMILY WOODARD | YOUTH INCENTIVES EARNED | 95.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | TYLER HEINZE | YOUTH INCENTIVES EARNED | 80.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | ALEXIS TORREZ | YOUTH INCENTIVES EARNED | 40.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 999 | ALEXIS TORREZ | YOUTH INCENTIVES EARNED | 35.00 | 05/08/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 000 | BLACK & WHITE TRANSPORTATION | TRANSPORTATION SERVICES | 2,221.65 | 05/23/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | J FRASER/BCI-FBI FOR YOUTH IN | 47.25 | 05/29/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | REIMB SPEEDWAY GAS CARDS FOR | 220.00 | 05/29/2019 |
| 502 | 2190 | 499 | 9619 | 000000 | 000 | WCESC - MEMO VENDOR | REIMB SPEEDWAY GAS CARDS | 510.00 | 05/29/2019 |
| 572 | 1140 | 411 | 9019 | 000000 | 000 | WCESC - MEMO VENDOR | TITLE 1-D JRC CONTR TEACHER | 3,721.66 | 05/28/2019 |
| 572 | 1140 | 411 | 9019 | 000000 | 000 | WCESC - MEMO VENDOR | TITLE 1-D JDC CONTR TEACHER | 3,766.42 | 05/28/2019 |
| 572 | 1247 | 411 | 9019 | 000000 | 000 | WCESC - MEMO VENDOR | TITLE 1-D CONTR JDC INTERV SFE | 2,236.25 | 05/28/2019 |
| 587 | 1280 | 510 | 9519 | 000000 | 000 | MORGAN STECK | REIMB SUPPLIES | 135.46 | 05/08/2019 |
| 587 | 1280 | 510 | 9519 | 000000 | 000 | BRIANNA PALKO | REIMB PRESCHOOL SUPPLIES/SNACK | 293.78 | 05/08/2019 |
| 587 | 1280 | 510 | 9519 | 000000 | 000 | BRIANNA PALKO | REIMB PRESCHOOL SUPPLIES/SNACK | 55.72 | 05/08/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | ROSSFORD BOARD OF EDUCATION | REIMB DISTRICTS FOR PBIS | 7,098.84 | 05/08/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | BOWLING GREEN CITY SCHOOL | REIMB DISTRICTS FOR PBIS | 2,444.47 | 05/23/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | EASTWOOD LOCAL SCHOOLS | REIMB DISTRICTS FOR PBIS | 11,209.51 | 05/23/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | NORTH BALTIMORE LOCAL SCHOOL | REIMBURSEMENT-PBIS EXPENSES | 4,732.16 | 05/23/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | OTSEGO LOCAL SCHOOLS | REIMB DISTRICTS FOR PBIS | 272.33 | 05/23/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | OTSEGO BOARD OF EDUCATON | REIMB DISTRICTS FOR PBIS | 996.00 | 05/23/2019 |
| 599 | 2173 | 410 | 9919 | 000000 | 100 | ROSSFORD BOARD OF EDUCATION | REIMB DISTRICTS FOR PBIS | 1,176.33 | 05/23/2019 |

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|-----------------------------|--------------------------------|-------------|------------|
| 599 | 2414 | 410 | 9615 | 000000 | 000 | BILL IVOSKA | EVALUATION SERVICES | 8,000.00 | 05/09/2019 |
| 599 | 2414 | 410 | 9615 | 000000 | 000 | VERIZON WIRELESS | KARNA DRUG FREE | 60.39 | 05/23/2019 |
| 599 | 2414 | 410 | 9919 | 000000 | 100 | CONSTANCE M MORRIS | MINDFUL YOGA TRAINING | 500.00 | 05/23/2019 |
| 599 | 1150 | 412 | 9319 | 000000 | 000 | WCESC - MEMO VENDOR | FY2019 CONTRACTED TEAM LEADERS | 3,565.09 | 05/28/2019 |
| 599 | 2424 | 417 | 9919 | 000000 | 100 | BILL IVOSKA | EVALUATION SERVICES | 500.00 | 05/09/2019 |
| 599 | 2959 | 417 | 9319 | 000000 | 000 | BILL IVOSKA | PROGRAM EVALUATION FOR 21ST | 3,980.00 | 05/09/2019 |
| 599 | 2424 | 425 | 9919 | 000000 | 100 | PEMBERVILLE FREE FAIR, INC. | 10x10 SPACE, BOOTH RENTAL | 160.00 | 05/08/2019 |
| 599 | 2173 | 439 | 9919 | 000000 | 100 | BECKY WACHTER-PARKER | REIMB MEETING/MILEAGE EXP. | 125.90 | 05/23/2019 |
| 599 | 2173 | 439 | 9919 | 000000 | 100 | JEANINE LINDQUIST | REIMB MEETING/MILEAGE EXP. | 18.53 | 05/23/2019 |
| 599 | 2173 | 439 | 9919 | 000000 | 100 | JANE LINGENFELDER | REIMB MEETING/MILEAGE EXP | 85.02 | 05/23/2019 |
| 599 | 2413 | 439 | 9919 | 000000 | 100 | LYDIA TOLBERT | REIMB EXPENSES FOR 6TH ANNUAL | 155.35 | 05/23/2019 |
| 599 | 2414 | 439 | 9919 | 000000 | 100 | THE OHIO STATE UNIVERSITY | PATCHEN/REG 2019 OHIO | 125.00 | 05/08/2019 |
| 599 | 2414 | 439 | 9919 | 000000 | 100 | WOODCO FEDERAL CREDIT UNION | PATCHEN-LODGING 4/11/19 | 120.91 | 05/08/2019 |
| 599 | 2414 | 439 | 9919 | 000000 | 100 | ANGELA PATCHEN | REIMB MILEAGE-PBIS TRAINING | 72.51 | 05/08/2019 |
| 599 | 2414 | 439 | 9919 | 000000 | 100 | ANGELA PATCHEN | REIMB MEETING/MILEAGE EXP. | 128.08 | 05/23/2019 |
| 599 | 2414 | 439 | 9919 | 000000 | 100 | ANGELA PATCHEN | REIMB EXP/6TH ANNL TIC SUMMIT | 144.45 | 05/23/2019 |
| 599 | 2415 | 439 | 9615 | 000000 | 000 | MILAN KARNA | FY19 MEETING/MILEAGE | 36.52 | 05/23/2019 |
| 599 | 2415 | 439 | 9919 | 000000 | 100 | KYLE CLARK | REIMB MILEAGE-PBIS TRAINING | 85.59 | 05/08/2019 |
| 599 | 2415 | 439 | 9919 | 000000 | 100 | KYLE CLARK | PROJECT AWARE MILEAGE 50¢ | 128.90 | 05/23/2019 |
| 599 | 2415 | 439 | 9919 | 000000 | 100 | KYLE CLARK | REIMB EXP./6TH ANNL TIC SUMMIT | 149.90 | 05/23/2019 |
| 599 | 2414 | 440 | 9615 | 000000 | 000 | WCESC - MEMO VENDOR | DRUG FREE GRANT COPIER USAGE | 60.19 | 05/28/2019 |
| 599 | 2414 | 440 | 9615 | 000000 | 000 | WCESC - MEMO VENDOR | DRUG FREE COPIER USAGE | 52.00 | 05/28/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | Copy Shop | LANYARDS-KEYLIME, W/BREAKAWAY, | 606.13 | 05/08/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | Copy Shop | JO-BEE MOOD PENCILS W/BLACK | 130.33 | 05/08/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | Copy Shop | WRISTBANDS-NEON GREEN & | 231.77 | 05/08/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | STAPLES | YELLOW 2 POCKET FOLDERS-25/BOX | 53.35 | 05/08/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AHA PROCESS, INC. | BRIDGES OUT OF POVERTY BOOKS | 1,100.00 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 936.45 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 20.93 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 584.55 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 358.34 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 112.05 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 480.42 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | AMAZON CREDIT PLAN | MISC. TIC SUPPLIES | 68.95 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | BAUDVILLE INC | TOTE BAG-STARFISH: "MAKING A | 615.10 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | BAUDVILLE INC | TOTE BAG-"THANKS FOR ALL YOU | 36.95 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | BAUDVILLE INC | SHIPPING | 34.63 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | BAUDVILLE INC | TOTE BAG-STARFISH: "MAKING A | 36.95 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | PAXIS INSTITUTE | PAX VISION CHARTS-MORE & | 12.00 | 05/23/2019 |
| 599 | 2173 | 510 | 9919 | 000000 | 100 | PAXIS INSTITUTE | SHIPPING | 5.00 | 05/23/2019 |
| 599 | 2414 | 510 | 9919 | 000000 | 200 | NATIONAL COUNCIL FOR | YMHPA WORKBOOKS | 2,842.50 | 05/08/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | STAPLES | MISC SUPPLIES | 210.50 | 05/08/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 2.51 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 1.60 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 34.32 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 22.79 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 2.52 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 89.74 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | AMAZON CREDIT PLAN | MISC BOOKS & SUPPLIES | 68.77 | 05/23/2019 |

BILL_LIST
LIST OF BILLS FOR WCESC

05/01/2019 TO 05/31/2019

| Fund | Func | Obj | SCC | Subj | OPU | Vendor Name | Description | Item Amount | Date |
|------|------|-----|------|--------|-----|----------------------------|-----------------------------|-------------|------------|
| 599 | 1140 | 511 | 9319 | 000000 | 000 | TANGIBLE PLAY INC. | PROTECTIVE IPAD OSMO CASES | 1,715.00 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | TANGIBLE PLAY INC. | OSMO LEARNING SYSTEM-CODING | 4,655.00 | 05/23/2019 |
| 599 | 1140 | 511 | 9319 | 000000 | 000 | TANGIBLE PLAY INC. | OSMO LEARNING SYSTEM-GENIUS | 3,325.00 | 05/23/2019 |
| 599 | 2414 | 511 | 9615 | 000000 | 000 | PREVENTION ACTION ALLIANCE | KARNA/SPCA MEMBERSHIP2 | 50.00 | 05/23/2019 |
| 599 | 2424 | 512 | 9919 | 000000 | 100 | WCESC - MEMO VENDOR | PROJECT AWARE COPIER | 224.49 | 05/28/2019 |

237,158.51

Approval of Investment Transaction Ledger – Upon the recommendation of the Treasurer, Ms. Hines moved and Mr. Smith seconded the motion to approve the Investment Transaction Ledger for the month of May 2019:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The chair declared the motion carried.

INTENTIONALLY BLANK

Wood County Educational Service Center

General Fund Investment Transaction Ledger

May, 2019

| Date Purchased | Maturity Date | Type of Investment | Reference Number | Financial Institution | Length of Investment | Amount | Interest Rate | Monthly Interest Income |
|----------------|---------------|--------------------|------------------|--------------------------|----------------------|--------------|---------------|-------------------------|
| 06/05/18 | 06/05/19 | CD | 0747-2633286 | Huntington Bank | 365 | 500,000.00 | 2.25% | 937.50 |
| 08/09/18 | 08/09/19 | CD | 18439 | Corn City State Bank | 365 | 500,000.00 | 2.20% | 904.11 |
| 08/24/18 | 08/24/19 | CD | 18442 | Corn City State Bank | 365 | 500,000.00 | 2.25% | 924.66 |
| 09/12/18 | 09/12/19 | CD | 53003821 | Richwood Banking Company | 365 | 1,275,000.00 | 2.50% | 2,622.46 |
| 11/05/18 | 11/05/19 | CD | 18513 | Corn City State Bank | 365 | 500,000.00 | 2.50% | 1,027.40 |
| 02/08/19 | 02/08/20 | CD | 18372 | Corn City State Bank | 365 | 800,000.00 | 2.55% | 1,676.71 |
| 02/28/19 | 02/29/20 | CD | 18375 | Corn City State Bank | 366 | 750,000.00 | 2.60% | 1,602.74 |
| 05/24/19 | 11/14/20 | CD | 0747-2654281 | Huntington Bank | 540 | 750,000.00 | 2.10% | - |
| 05/29/19 | 06/29/21 | CD | 53004861 | Richwood Banking Company | 763 | 750,000.00 | 2.20% | - |
| | | MM | 44454 | Star Ohio - G.F. | | 884,639.27 | 2.53% | 2,469.70 |
| | | MM | 104791109739 | Star Ohio - Plus | | 262,442.14 | 2.58% | 2,449.39 |

5/31/2019 \$ 7,472,081.41

**Total G.F. Interest Earned
May, 2019: \$ 14,614.67**

**Total G.F. Interest Earned
Fiscal Year-To-Date: \$ 135,155.67**

Approval of Donations – Upon the recommendation of the Treasurer, Ms. Hines moved and Mr. Smith seconded the motion to approve the following donation to Wood County Educational Service Center programs:

Sun Fire by the River, Pemberville \$80.00
(To benefit the ED Program @ PATHe)

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The chair declared the motion carried.

INTENTIONALLY BLANK

Approval of Amended Section 125 Flexible Benefit Plan Adoption Agreement -- Upon the recommendation of the Treasurer, Mr. Long moved and Mr. Smith seconded the motion to approve the Amended Section 125 Flexible Benefit Plan Adoption Agreement.

Roll call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The chair declared the motion carried.

INTENTIONALLY BLANK

**SECTION 125 FLEXIBLE BENEFIT PLAN
ADOPTION AGREEMENT**

The undersigned Employer hereby adopts the Section 125 Flexible Benefit Plan for those Employees who shall qualify as Participants hereunder. The Employer hereby selects the following Plan specifications:

A. EMPLOYER INFORMATION

| | |
|--|---|
| Name of Employer: | Wood County Educational Service Center |
| Address: | 1867 N Research Dr Bowling Green, OH 43402 |
| Employer Identification Number: | 34-6401606 |
| Nature of Business: | Public School |
| Name of Plan: | Wood County Educational Service Center Flexible Benefit Plan All Employees |
| Plan Number: | 503 |

B. EFFECTIVE DATE

| | |
|--|--------------|
| Original effective date of the Plan: | July 1, 2015 |
| If Amendment to existing plan, effective date of amendment: | July 1, 2019 |

C. ELIGIBILITY REQUIREMENTS FOR PARTICIPATION

Eligibility requirements for each component plan under this Section 125 document will be applicable and, if different, will be listed in Item F.

| | |
|---------------------------|------------------------|
| Length of Service: | First paid day of work |
|---------------------------|------------------------|

| | |
|-------------------------|-----|
| Retiree Wording: | N/A |
|-------------------------|-----|

| | |
|-----------------------|--|
| Minimum Hours: | All employees with All employees who qualify for insurance and are paid over 12 months hours of service or more each week. An hour of service is each hour for which an employee receives, or is entitled to receive, payment for performance of duties for the Employer. |
|-----------------------|--|

| | |
|-------------|-------------------------|
| Age: | Minimum age of 0 years. |
|-------------|-------------------------|

D. PLAN YEAR

The current plan year will begin on July 1, 2019 and end on June 30, 2020. Each subsequent plan year will begin on July 1 and end on June 30.

E. EMPLOYER CONTRIBUTIONS

Non-Elective Contributions:

The maximum amount available to each Participant for the purchase of elected benefits with non-elective contributions will be:

Employer may furnish a non-elective contribution as shown in the enrollment materials.

The Employer may at its sole discretion provide a non-elective contribution to provide benefits for each Participant under the Plan. This amount will be set by the Employer each Plan Year in a uniform and non-discriminatory manner. If this non-elective contribution amount exceeds the cost of benefits elected by the Participant, excess amounts will not be paid to the Participant as taxable cash.

**Elective Contributions
(Salary Reduction):**

The maximum amount available to each Participant for the purchase of elected benefits through salary reduction will be:

100% of compensation per entire plan year.

Each Participant may authorize the Employer to reduce his or her compensation by the amount needed for the purchase of benefits elected, less the amount of non-elective contributions. An election for salary reduction will be made on the benefit election form.

F. **AVAILABLE BENEFITS:** Each of the following components should be considered a plan that comprises this Plan.

1. **Group Medical Insurance** -- The terms, conditions, and limitations for the Group Medical Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Medical Mutual
Self Insured**

**American Fidelity Assurance Company
Accident Only**

Eligibility Requirements for Participation, if different than Item C.

2. **Disability Income Insurance** -- The terms, conditions, and limitations for the Disability Income Insurance will be as set forth in the insurance policy or policies described below: (See Section VI of the Plan Document)

American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

3. **Cancer Coverage** -- The terms, conditions, and limitations for the Cancer Coverage will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**American Fidelity Assurance Company
C-11 and subsequent series**

Eligibility Requirements for Participation, if different than Item C.

4. **Dental/Vision Insurance** -- The terms, conditions, and limitations for the Dental/Vision Insurance will be as set forth in the insurance policy or policies described below: (See Section V of the Plan Document)

**Medical Mutual
Self Insured**

EyeMed

Eligibility Requirements for Participation, if different than Item C.

Medical Mutual: Employees that work 35 hours or more.

5. **Group Life Insurance** which will be comprised of Group term life insurance

and Individual term life insurance under Section 79 of the Code.

The terms, conditions, and limitations for the Group Life Insurance will be as set forth in the insurance policy or policies described below: (See Section VII of the Plan Document)

Individual life coverage under Section 79 is available as a benefit, and the face amount when combined with the group-term life, if any, may not exceed \$50,000.

American United Life

Eligibility Requirements for Participation, if different than Item C.

American United Life: Employees that work 35 hours or more.

6. **Dependent Care Assistance Plan** -- The terms, conditions, and limitations for the Dependent Care Assistance Plan will be as set forth in Section IX of the Plan Document and described below:

Minimum Contribution - **\$0.00** per Plan Year

Maximum Contribution - **\$5000.00** per Plan Year

Recordkeeper: American Fidelity Assurance Company

Eligibility Requirements for Participation, if different than Item C.

N/A

7. **Medical Expense Reimbursement Plan** -- The terms, conditions, and limitations for the Medical Expense Reimbursement Plan will be as set forth in Section VIII of the Plan Document and described below:

Minimum Coverage - **\$0.00** per Plan Year or a Prorated Amount for a Short Plan Year.

Maximum Coverage - **\$2700.00** per Plan Year or a Prorated Amount for a Short Plan Year. In no event can the maximum exceed the limit as indicated by the IRS in accordance with the law.

Recordkeeper: American Fidelity Assurance Company

Restrictions: As outlined in Policy G-905/R1.

Grace Period: The Provisions in Section 8.06 of the Plan to permit a Grace Period with respect to the Medical Expense Reimbursement Plan are not elected.

Carryover: The Provisions in Section 8.07 of the Plan to permit a Carryover with respect to the Medical Expense Reimbursement Plan

are elected.

Eligibility Requirements for Participation, if different than Item C.

8. **Health Savings Accounts** – The Plan permits contributions to be made to a Health Savings Account on a pretax basis in accordance with Section X of the Plan and the following provisions:

HSA Trustee – N/A

Maximum Contribution – N/A

Limitation on Eligible Medical Expenses – For purposes of the Medical Reimbursement Plan, Eligible Medical Expenses of a Participant that is eligible for and elects to participate in a Health Savings Account shall be limited to expenses for:

N/A

Eligibility Requirements for Participation, if different than Item C.

- a. An Employee must complete a Certification of Health Savings Account Eligibility which confirms that the Participant is an eligible individual who is entitled to establish a Health Savings Account in accordance with Code Section 223(c)(1).
- b. Eligibility for the Health Savings Account shall begin on the later of (i) first day of the month coinciding with or next following the Employee's commencement of coverage under the High Deductible Health Plan, or (ii) the first day following the end of a Grace Period available to the Employee with respect to the Medical Reimbursement Accounts that are not limited to vision and dental expenses (unless the participant has a \$0.00 balance on the last day of the plan year).
- c. An Employee's eligibility for the Health Savings Account shall be determined monthly.

The Plan shall be construed, enforced, administered, and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, (as amended) if applicable, the Internal Revenue Code of 1986 (as amended), and the laws of the State of Ohio. Should any provision be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only, will be deemed not to include the provision determined to be void.

This Plan is hereby adopted 05/15/2019 | 12:56 PM CDT.

Wood County Educational Service Center - 503
(Name of Employer)

By: DocuSigned by:
Gina Fermbaugh

Title: Treasurer / CFO

APPENDIX A

Related Employers that have adopted this Plan

Name(s):

THIS DOCUMENT IS NOT COMPLETE WITHOUT SECTIONS I THROUGH XIII
SW PD – 01/19 Document ID # 122933MCP #59125 Effective Date:07/01/2019 5/4/19
12:33 AM

SECTION 125 FLEXIBLE BENEFIT PLAN

SECTION I

PURPOSE

The Employer is establishing this Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. These choices include an option to receive certain benefits in lieu of taxable compensation.

In establishing this Plan, the Employer desires to attract, reward, and retain highly qualified, competent Employees, and believes this Plan will help achieve that goal.

It is the intent of the Employer to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service. This Plan will grant to eligible Employees an opportunity to purchase qualified benefits which, when purchased alone by the Employer, would not be taxable.

SECTION II

DEFINITIONS

The following words and phrases appear in this Plan and will have the meaning indicated below unless a different meaning is plainly required by the context:

- 2.01 **Administrator** The Employer unless another has been designated in writing by the Employer as Administrator within the meaning of Section 3(16) of ERISA (if applicable).
- 2.02 **Beneficiary** Any person or persons designated by a participating Employee to receive any benefit payable under the Plan on account of the Employee's death.
- 2.02a **Carryover** The amount equal to the lesser of (a) any unused amounts from the immediately preceding Plan Year or (b) five hundred dollars (\$500), except that in no event may the Carryover be less than five dollars (\$5).
- 2.03 **Code** Internal Revenue Code of 1986, as amended.
- 2.04 **Dependent** Any of the following:
- (a) **Tax Dependent:** A Dependent includes a Participant's spouse and any other person who is a Participant's dependent within the meaning of Code Section 152, provided that, with respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Participant's dependent (i) is any person within the meaning of Code Section 152, determined without regard to Subsections (b)(1), (b)(2), and (d)(1)(B) thereof, and (ii) includes any child of the Participant to whom

Code Section 152(e) applies (such child will be treated as a dependent of both divorced parents).

(b) Student on a Medically Necessary Leave of Absence: With respect to any plan that is considered a group health plan under Michelle's Law (and not a HIPAA excepted benefit under Code Sections 9831(b), (c) and 9832(c)) and to the extent the Employer is required by Michelle's Law to provide continuation coverage, a Dependent includes a child who qualifies as a Tax Dependent (defined in Section 2.04(a)) because of his or her full-time student status, is enrolled in a group health plan, and is on a medically necessary leave of absence from school. The child will continue to be a Dependent if the medically necessary leave of absence commences while the child is suffering from a serious illness or injury, is medically necessary, and causes the child to lose student status for purposes of the group health plan's benefits coverage. Written physician certification that the child is suffering from a serious illness or injury and that the leave of absence is medically necessary is required at the Administrator's request. The child will no longer be considered a Dependent as of the earliest date that the child is no longer on a medically necessary leave of absence, the date that is one year after the first day of the medically necessary leave of absence, or the date benefits would otherwise terminate under either the group health plan or this Plan. Terms related to Michelle's Law, and not otherwise defined, will have the meaning provided under the Michelle's Law provisions of Code Section 9813.

(c) Adult Children: With respect to any plan that provides benefits that are excluded from an Employee's income under Code Section 105, a Dependent includes a child of a Participant who as of the end of the calendar year has not attained age 27. A 'child' for purpose of this Section 2.04(c) means an individual who is a son, daughter, stepson, or stepdaughter of the Participant, a legally adopted individual of the Participant, an individual who is lawfully placed with the Participant for legal adoption by the Participant, or an eligible foster child who is placed with the Participant by an authorized placement agency or by judgment, decree, or other order of any court of competent jurisdiction. An adult child described in this Section 2.04(c) is only a Dependent with respect to benefits provided after March 30, 2010 (subject to any other limitations of the Plan).

Dependent for purposes of the Dependent Care Reimbursement Plan is defined in Section 9.04(a).

2.05 Effective Date

The effective date of this Plan as shown in Item B of the Adoption Agreement.

2.06 Elective Contribution

The amount the Participant authorizes the Employer to reduce compensation for the purchase of benefits elected.

- 2.07 **Eligible Employee** Employee meeting the eligibility requirements for participation as shown in Item C of the Adoption Agreement.
- 2.08 **Employee** Any person employed by the Employer on or after the Effective Date.
- 2.09 **Employer** The entity shown in Item A of the Adoption Agreement, and any Related Employers authorized to participate in the Plan with the approval of the Employer. Related Employers who participate in this Plan are listed in Appendix A to the Adoption Agreement. For the purposes of Section 11.01 and 11.02, only the Employer as shown in Item A of the Adoption Agreement may amend or terminate the Plan.
- 2.10 **Employer Contributions** Amounts that have not been actually received by the Participant and are available to the Participant for the purpose of selecting benefits under the Plan. This term includes Non-Elective Contributions and Elective Contributions through salary reduction.
- 2.11 **Entry Date** The date that an Employee is eligible to participate in the Plan.
- 2.12 **ERISA** The Employee Retirement Income Security Act of 1974, Public Law 93-406 and all regulations and rulings issued thereunder, as amended (if applicable).
- 2.13 **Fiduciary** The named fiduciary shall mean the Employer, the Administrator and other parties designated as such, but only with respect to any specific duties of each for the Plan as may be set forth in a written agreement.
- 2.14 **Health Savings Account** A "health savings account" as defined in Section 223(d) of the Internal Revenue Code of 1986, as amended established by the Participant with the HSA Trustee.
- 2.15 **HSA Trustee** The Trustee of the Health Savings Account which is designated in Section F.8 of the Adoption Agreement.
- 2.16 **Highly Compensated** Any Employee who at any time during the Plan Year is a "highly compensated employee" as defined in Section 414(q) of the Code.
- 2.17 **High Deductible Health Plan** A health plan that meets the statutory requirements for annual deductibles and out-of-pocket expenses set forth in Code section 223(c)(2).
- 2.18 **HIPAA** The Health Insurance Portability and Accountability Act of 1996, as amended.
- 2.19 **Insurer** Any insurance company that has issued a policy pursuant to the terms of this Plan.
- 2.20 **Key Employee** Any Participant who is a "key employee" as defined in Section 416(i) of the Code.

- 2.21 **Non-Elective Contribution** A contribution amount made available by the Employer for the purchase of benefits elected by the Participant.
- 2.22 **Participant** An Employee who has qualified for Plan participation as provided in Item C of the Adoption Agreement.
- 2.23 **Plan** The Plan referred to in Item A of the Adoption Agreement as may be amended from time to time.
- 2.24 **Plan Year** The Plan Year as specified in Item D of the Adoption Agreement.
- 2.25 **Policy** An insurance policy issued as a part of this Plan.
- 2.26 **Preventative Care** Medical expenses which meet the safe harbor definition of “preventative care” set forth in IRS Notice 2004-23, which includes, but is not limited to, the following: (i) periodic health evaluations, such as annual physicals (and the tests and diagnostic procedures ordered in conjunction with such evaluations); (ii) well-baby and/or well-child care; (iii) immunizations for adults and children; (iv) tobacco cessation and obesity weight-loss programs; and (v) screening devices. However, preventative care does not generally include any service or benefit intended to treat an existing illness, injury or condition.
- 2.27 **Recordkeeper** The person designated by the Employer to perform recordkeeping and other ministerial duties with respect to the Medical Expense Reimbursement Plan and/or the Dependent Care Reimbursement Plan.
- 2.28 **Related Employer** Any employer that is a member of a related group of organizations with the Employer shown in Item A of the Adoption Agreement, and as specified under Code Section 414(b), (c) or (m).

SECTION III

ELIGIBILITY, ENROLLMENT, AND PARTICIPATION

- 3.01 **ELIGIBILITY:** Each Employee of the Employer who has met the eligibility requirements of Item C of the Adoption Agreement will be eligible to participate in the Plan on the Entry Date specified or the Effective Date of the Plan, whichever is later. Dependent eligibility to receive benefits under any of the plans listed in Item F of the Adoption Agreement will be described in the documents governing those benefit plans. To the extent a Dependent is eligible to receive benefits under a plan listed in Item F, an Eligible Employee may elect coverage under this Plan with respect to such Dependent. Notwithstanding the foregoing, life insurance coverage on the life of a Dependent may not be elected under this Plan.
- 3.02 **ENROLLMENT:** An eligible Employee may enroll (or re-enroll) in the Plan by submitting to the Employer, during an enrollment period, an Election Form which specifies his or her benefit elections for the Plan Year and which meets such standards for completeness and accuracy as the Employer may establish. A Participant's Election Form shall be completed prior to the beginning of the Plan Year, and

shall not be effective prior to the date such form is submitted to the Employer. Any Election Form submitted by a Participant in accordance with this Section shall remain in effect until the earlier of the following dates: the date the Participant terminates participation in the Plan; or, the effective date of a subsequently filed Election Form.

A Participant's right to elect certain benefit coverage shall be limited hereunder to the extent such rights are limited in the Policy. Furthermore, a Participant will not be entitled to revoke an election after a period of coverage has commenced and to make a new election with respect to the remainder of the period of coverage unless both the revocation and the new election are on account of and consistent with a change in status, or other allowable events, as determined by Section 125 of the Internal Revenue Code and the regulations thereunder.

- 3.03 **TERMINATION OF PARTICIPATION**: A Participant shall continue to participate in the Plan until the earlier of the following dates:
- a. The date the Participant terminates employment by death, disability, retirement or other separation from service; or
 - b. The date the Participant ceases to work for the Employer as an eligible Employee; or
 - c. The date of termination of the Plan; or
 - d. The first date a Participant fails to pay required contributions while on a leave of absence.
- 3.04 **SEPARATION FROM SERVICE**: The existing elections of an Employee who separates from the employment service of the Employer shall be deemed to be automatically terminated and the Employee will not receive benefits for the remaining portion of the Plan Year.
- 3.05 **QUALIFYING LEAVE UNDER FAMILY LEAVE ACT**: Notwithstanding any provision to the contrary in this Plan, if a Participant goes on a qualifying unpaid leave under the Family and Medical Leave Act of 1993 (FMLA), to the extent required by the FMLA, the Employer will continue to maintain the Participant's existing coverage under the Plan with respect to benefits under Section V and Section VIII of the Plan on the same terms and conditions as though he were still an active Employee. If the Employee opts to continue his coverage, the Employee may pay his Elective Contribution with after-tax dollars while on leave (or pre-tax dollars to the extent he receives compensation during the leave), or the Employee may be given the option to pre-pay all or a portion of his Elective Contribution for the expected duration of the leave on a pre-tax salary reduction basis out of his pre-leave compensation (including unused sick days or vacation) by making a special election to that effect prior to the date such compensation would normally be made available to him (provided, however, that pre-tax dollars may not be utilized to fund coverage during the next plan year), or via other arrangements agreed upon between the Employee and the Administrator (e.g., the Administrator may fund coverage during the leave and withhold amounts upon the Employee's return). Upon return from such leave, the Employee will be permitted to reenter the Plan on the same basis the Employee was participating in the Plan prior to his leave, or as otherwise required by the FMLA.

SECTION IV

CONTRIBUTIONS

- 4.01 **EMPLOYER CONTRIBUTIONS**: The Employer may pay the costs of the benefits elected under the Plan with funds from the sources indicated in Item E of the Adoption Agreement. The Employer

Contribution may be made up of Non-Elective Contributions and/or Elective Contributions authorized by each Participant on a salary reduction basis.

4.02 **IRREVOCABILITY OF ELECTIONS:** A Participant may file a written election form with the Administrator before the end of the current Plan Year revising the rate of his contributions or discontinuing such contributions effective as of the first day of the next following Plan Year. The Participant's Elective Contributions will automatically terminate as of the date his employment terminates. Except as provided in this Section 4.02 and Section 4.03, a Participant's election under the Plan is irrevocable for the duration of the plan year to which it relates. The exceptions to the irrevocability requirement which would permit a mid-year election change in benefits and the salary reduction amount elected are set out in the Treasury regulations promulgated under Code Section 125, which include the following:

(a) **Change in Status.** A Participant may change or revoke his election under the Plan upon the occurrence of a valid change in status, but only if such change or termination is made on account of, and is consistent with, the change in status in accordance with the Treasury regulations promulgated under Section 125. The Employer, in its sole discretion as Administrator, shall determine whether a requested change is on account of and consistent with a change in status, as follows:

- (1) Change in Employee's legal marital status, including marriage, divorce, death of spouse, legal separation, and annulment;
- (2) Change in number of Dependents, including birth, adoption, placement for adoption, and death;
- (3) Change in employment status, including any employment status change affecting benefit eligibility of the Employee, spouse or Dependent, such as termination or commencement of employment, change in hours, strike or lockout, a commencement or return from an unpaid leave of absence, and a change in work site. If the eligibility for either the cafeteria Plan or any underlying benefit plans of the Employer of the Employee, spouse or Dependent relies on the employment status of that individual, and there is a change in that individual's employment status resulting in gaining or losing eligibility under the Plan, this constitutes a valid change in status. This category only applies if benefit eligibility is lost or gained as a result of the event. If an Employee terminates and is rehired within 30 days, the Employee is required to step back into his previous election. If the Employee terminates and is rehired after 30 days, the Employee may either step back into the previous election or make a new election;
- (4) Dependent satisfies, or ceases to satisfy, Dependent eligibility requirements due to attainment of age, gain or loss of student status, marriage or any similar circumstances; and
- (5) Residence change of Employee, spouse or Dependent, affecting the Employee's eligibility for coverage.

(b) **Special Enrollment Rights.** If a Participant or his or her spouse or Dependent is entitled to special enrollment rights under a group health plan (other than an excepted benefit), as required by HIPAA under Code Section 9801(f), then a Participant may revoke a prior election for group health plan coverage and make a new election, provided that the election change corresponds with such HIPAA special enrollment right. As required by HIPAA, a special enrollment right will arise in the following circumstances: (i) a Participant or his or her spouse or Dependent declined to enroll in group health plan coverage because he or she had coverage, and eligibility for such coverage is subsequently lost because the coverage was provided under COBRA and the COBRA coverage was exhausted, or the coverage was non-COBRA coverage and the coverage terminated due to loss of eligibility for coverage or the employer contributions for the coverage were terminated; (ii) a new Dependent is acquired as a result of marriage, birth, adoption, or placement for adoption; (iii) the Participant's or his or her spouse's or Dependent's coverage under a Medicaid plan or under a

children's health insurance program (CHIP) is terminated as a result of loss of eligibility for such coverage and the Participant requests coverage under the group health plan not later than 60 days after the date of termination of such coverage; or (iv) the Participant, his or her spouse or Dependent becomes eligible for a state premium assistance subsidy from a Medicaid plan or through a state children's insurance program with respect to coverage under the group health plan and the Participant requests coverage under the group health plan not later than 60 days after the date the Participant, his or her spouse or Dependent is determined to be eligible for such assistance. An election change under (iii) or (iv) of this provision must be requested within 60 days after the termination of Medicaid or state health plan coverage or the determination of eligibility for a state premium assistance subsidy, as applicable. Special enrollment rights under the health insurance plan will be determined by the terms of the health insurance plan.

- (c) Certain Judgments, Decrees or Orders. If a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order [QMCSO]) requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant, the Participant may have a mid-year election change to add or drop coverage consistent with the Order.
- (d) Entitlement to Medicare or Medicaid. If a Participant, Participant's spouse or Participant's Dependent who is enrolled in an accident or health plan of the Employer becomes entitled to Medicare or Medicaid (other than coverage consisting solely of benefits under Section 1928 of the Social Security Act providing for pediatric vaccines), the Participant may cancel or reduce health coverage under the Employer's Plan. Loss of Medicare or Medicaid entitlement would allow the Participant to add health coverage under the Employer's Plan.
- (e) Family Medical Leave Act. If an Employee is taking leave under the rules of the Family Medical Leave Act, the Employee may revoke previous elections and re-elect benefits upon return to work.
- (f) COBRA Qualifying Event. If an Employee has a COBRA qualifying event (a reduction in hours of the Employee, or a Dependent ceases eligibility), the Employee may increase his pre-tax contributions for coverage under the Employer's Plan if a COBRA event occurs with respect to the Employee, the Employee's spouse or Dependent. The COBRA rule does not apply to COBRA coverage under another Employer's Plan.
- (g) Changes in Eligibility for Adult Children. To the extent the Employer amends a plan listed in Item F of the Adoption Agreement that provides benefits that are excluded from an Employee's income under Code Section 105 to provide that Adult Children (as defined in Section 2.04(c)) are eligible to receive benefits under the plan, an Eligible Employee may make or change an election under this Plan to add coverage for the Adult Child and to make any corresponding change to the Eligible Employee's coverage that is consistent with adding coverage for the Adult Child.
- (h) Cancellation due to reduction in hours of service. A Participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
 - (i) The Participant has been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that the Participant will reasonably be expected to

- average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under the group health plan; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the cancellation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is cancelled.
- (i) Cancellation due to enrollment in a Qualified Health Plan. A participant may cancel group health plan (as that term is defined in Code Section 9832(a)) coverage, except Health FSA coverage, under the Employer's Plan if both of the following conditions are met:
- (i) The Participant is eligible for a Special Enrollment Period (as as defined in Code Section 9801(f)) to enroll in a Qualified Health Plan(as described in section 1311 of the Patient Protection and Affordable Care Act (PPACA)) through a competitive marketplace established under section 1311(c) of PPACA (Marketplace), pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a Qualified Health Plan through a Marketplace during the Marketplace's annual open enrollment period; and
- (ii) The cancellation of the election of coverage under the Employer's group health plan coverage corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the cancellation in a Qualified Health Plan through a Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is cancelled.

Notwithstanding anything to the contrary in this Section 4.02, the change in election rules in this Section 4.02 do not apply to the Medical Expense Reimbursement Plan, or may not be modified with respect to the Medical Expense Reimbursement Plan if the Plan is being administered by a Recordkeeper other than the Employer, unless the Employer and the Recordkeeper otherwise agree in writing.

4.03 OTHER EXCEPTIONS TO IRREVOCABILITY OF ELECTIONS. Other exceptions to the irrevocability of election requirement permit mid-year election changes and apply to all qualified benefits except for Medical Expense Reimbursement Plans, as follows:

- (a) Change in Cost. If the cost of a benefit package option under the Plan significantly increases during the plan year, Participants may (i) make a corresponding increase in their salary reduction amount, (ii) revoke their elections and make a prospective election under another benefit option offering similar coverage, or (iii) revoke election completely if no similar coverage is available, including in spouse or dependent's plan. If the cost significantly decreases, employees may elect coverage even if they had not previously participated and may drop their previous election for a similar coverage option in order to elect the benefit package option that has decreased in cost during the year. If the increased or decreased cost of a benefit package option under the Plan is insignificant, the participant's salary reduction amount shall be automatically adjusted.
- (b) Significant curtailment of coverage.

- (i) With no loss of coverage. If the coverage under a benefit package option is significantly curtailed or ceases during the Plan Year, affected Participants may revoke their elections for the curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage.
- (ii) With loss of coverage. If there is a significant curtailment of coverage with loss of coverage, affected Participants may revoke election for curtailed coverage and make a new prospective election for coverage under another benefit package option providing similar coverage, or drop coverage if no similar benefit package option is available.
- (c) Addition or Significant Improvement of Benefit Package Option. If during the Plan Year a new benefit package option is added or significantly improved, eligible employees, whether currently participating or not, may revoke their existing election and elect the newly added or newly improved option.
- (d) Change in Coverage of a Spouse or Dependent Under Another Employer's Plan. If there is a change in coverage of a spouse, former spouse, or Dependent under another employer's plan, a Participant may make a prospective election change that is on account of and corresponds with a change made under the plan of the spouse or Dependent. This rule applies if (1) mandatory changes in coverage are initiated by either the insurer of spouse's plan or by the spouse's employer, or (2) optional changes are initiated by the spouse's employer or by the spouse through open enrollment.
- (e) Loss of coverage under other group health coverage. If during the Plan Year coverage is lost under any group health coverage sponsored by a governmental or educational institution, a Participant may prospectively change his or her election to add group health coverage for the affected Participant or his or her spouse or dependent.

- 4.04 CASH BENEFIT: Available amounts not used for the purchase of benefits under this Plan may be considered a cash benefit under the Plan payable to the Participant as taxable income to the extent indicated in Item E of the Adoption Agreement.
- 4.05 PAYMENT FROM EMPLOYER'S GENERAL ASSETS: Payment of benefits under this Plan shall be made by the Employer from Elective Contributions which shall be held as a part of its general assets.
- 4.06 EMPLOYER MAY HOLD ELECTIVE CONTRIBUTIONS: Pending payment of benefits in accordance with the terms of this Plan, Elective Contributions may be retained by the Employer in a separate account or, if elected by the Employer and as permitted or required by regulations of the Internal Revenue Service, Department of Labor or other governmental agency, such amounts of Elective Contributions may be held in a trust pending payment.
- 4.07 MAXIMUM EMPLOYER CONTRIBUTIONS: With respect to each Participant, the maximum amount made available to pay benefits for any Plan Year shall not exceed the Employer's Contribution specified in the Adoption Agreement and as provided in this Plan.

SECTION V

GROUP MEDICAL INSURANCE BENEFIT PLAN

- 5.01 **PURPOSE:** These benefits provide the group medical insurance benefits to Participants.
- 5.02 **ELIGIBILITY:** Eligibility will be as required in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Items F(1), F(3), and F(4) of the Adoption Agreement.
- 5.04 **TERMS, CONDITIONS AND LIMITATIONS:** The terms, conditions and limitations of the benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 5.05 **COBRA:** To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA, Participants and Dependents shall be entitled to continued participation in this Group Medical Insurance Benefit Plan by contributing monthly (from their personal assets previously subject to taxation) 102% of the amount of the premium for the desired benefit during the period that such individual is entitled to elect continuation coverage, provided, however, in the event the continuation period is extended to 29 months due to disability, the premium to be paid for continuation coverage for the 11 month extension period shall be 150% of the applicable premium.
- 5.06 **SECTION 105 AND 106 PLAN:** It is the intention of the Employer that these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 105 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention. It is also the intention of the Employer to comply with the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985 as outlined in the policies identified in the Adoption Agreement.
- 5.07 **CONTRIBUTIONS:** Contributions for these benefits will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.
- 5.08 **UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT:** Notwithstanding anything to the contrary herein, the Group Medical Insurance Benefit Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).

SECTION VI

DISABILITY INCOME BENEFIT PLAN

- 6.01 **PURPOSE:** This benefit provides disability insurance designated to provide income to Participants during periods of absence from employment because of disability.
- 6.02 **ELIGIBILITY:** Eligibility will be as required in Item F(2) of the Adoption Agreement.
- 6.03 **DESCRIPTION OF BENEFITS:** The benefits available under this Plan will be as defined in Item F(2) of the Adoption Agreement.

- 6.04 TERMS, CONDITIONS AND LIMITATIONS: The terms, conditions and limitations of the Disability Income Benefits offered shall be as specifically described in the Policy identified in the Adoption Agreement.
- 6.05 SECTION 104 AND 106 PLAN: It is the intention of the Employer that the premiums paid for these benefits shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan, as provided in Code Sections 104 and 106, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 6.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement.

SECTION VII

GROUP AND INDIVIDUAL LIFE INSURANCE PLAN

- 7.01 PURPOSE: This benefit provides group life insurance benefits to Participants and may provide certain individual policies as provided for in Item F(5) of the Adoption Agreement.
- 7.02 ELIGIBILITY: Eligibility will be as required in Item F(5) of the Adoption Agreement.
- 7.03 DESCRIPTION OF BENEFITS: The benefits available under this Plan will be as defined in Item F(5) of the Adoption Agreement.
- 7.04 TERMS, CONDITIONS, AND LIMITATIONS: The terms, conditions, and limitations of the group life insurance are specifically described in the Policy identified in the Adoption Agreement.
- 7.05 SECTION 79 PLAN: It is the intention of the Employer that the premiums paid for the benefits described in Item F(5) of the Adoption Agreement shall be eligible for exclusion from the gross income of the Participants covered by this benefit plan to the extent provided in Code Section 79, and all provisions of this benefit plan shall be construed in a manner consistent with that intention.
- 7.06 CONTRIBUTIONS: Contributions for this benefit will be provided by the Employer on behalf of a Participant as provided for in Item E of the Adoption Agreement. Any individual policies purchased by the Employer for the Participant will be owned by the Participant.

SECTION VIII

MEDICAL EXPENSE REIMBURSEMENT PLAN

- 8.01 PURPOSE: The Medical Expense Reimbursement Plan is designed to provide for reimbursement of Eligible Medical Expenses (as defined in Section 8.04) that are not reimbursed under an insurance plan, through damages, or from any other source. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Sections 105 and 106, for Participants who elect this benefit and all provisions of this Section VIII shall be construed in a manner consistent with that intention.
- 8.02 ELIGIBILITY: The eligibility provisions are set forth in Item F(7) of the Adoption Agreement.

8.03 TERMS, CONDITIONS, AND LIMITATIONS:

- a. Accounts. The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Medical Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.
- b. Maximum benefit. The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's Elective Contribution allocated to the program during the Plan Year, not to exceed the maximum amount set forth in Item F(7) of the Adoption Agreement.
- c. Claim Procedure. In order to be reimbursed for any medical expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of expense as determined by the Reimbursement Recordkeeper. Forms for reimbursement of Eligible Medical Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Medical Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. Funding. The funding of the Medical Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administrative expenses become due and payable under this Medical Expense Reimbursement Plan.
- e. Forfeiture. Subject to Section 8.06 and 8.07, any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Medical Expenses incurred during the Participant's participation during the Plan Year shall be forfeited and shall remain assets of the Plan. With respect to a Participant who terminates employment with the Employer and who has not elected to continue coverage under this Plan pursuant to COBRA rights referenced under Section 8.03(f) herein, such Participant shall not be entitled to reimbursement for Eligible Medical Expenses incurred after his termination date regardless if such Participant has any amounts of Employer Contributions remaining to his credit. Upon the death of any Participant who has any amounts of Employer Contributions remaining to his credit, a dependent of the Participant may elect to continue to claim reimbursement for Eligible Medical Expenses in the same manner as the Participant could have for the balance of the Plan Year.
- f. COBRA. To the extent required by Section 4980B of the Code and Sections 601 through 607 of ERISA ("COBRA"), a Participant and a Participant's Dependents shall be entitled to elect continued participation in this Medical Expense Reimbursement Plan only through the end of the plan year in which the qualifying event occurs, by contributing monthly (from their personal assets previously subject to taxation) to the Employer/Administrator, 102% of the amount of

desired reimbursement through the end of the Plan Year in which the qualifying event occurs. Specifically, such individuals will be eligible for COBRA continuation coverage only if they have a positive Medical Expense Reimbursement Account balance on the date of the qualifying event. Participants who have a deficit balance in their Medical Expense Reimbursement Account on the date of their qualifying event shall not be entitled to elect COBRA coverage. In lieu of COBRA, Participants may continue their coverage through the end of the current Plan Year by paying those premiums out of their last paycheck on a pre-tax basis.

- g. Nondiscrimination. Benefits provided under this Medical Expense Reimbursement Plan shall not be provided in a manner that discriminates in favor of Employees or Dependents who are highly compensated individuals, as provided under Section 105(h) of the Code and regulations promulgated thereunder.
- h. Uniform Coverage Rule. Notwithstanding that a Participant has not had withheld and credited to his account all of his contributions elected with respect to a particular Plan Year, the entire aggregate annual amount elected with respect to this Medical Expense Reimbursement Plan (increased by any Carryover to the Plan Year), shall be available at all times during such Plan Year to reimburse the participant for Eligible Medical Expenses with respect to this Medical Expense Reimbursement Plan. To the extent contributions with respect to this Medical Expense Reimbursement Plan are insufficient to pay such Eligible Medical Expenses, it shall be the Employer's obligation to provide adequate funds to cover any short fall for such Eligible Medical Expenses for a Participant; provided subsequent contributions with respect to this Medical Expense Reimbursement Plan by the Participant shall be available to reimburse the Employer for funds advanced to cover a previous short fall.
- i. Uniformed Services Employment and Reemployment Rights Act. Notwithstanding anything to the contrary herein, this Medical Expense Reimbursement Plan shall comply with the applicable provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994 (Public Law 103-353).
- j. Proration of Limit. In the event that the Employer has purchased a uniform coverage risk policy from the Recordkeeper, then the Maximum Coverage amount specified in Section F.7 of the Adoption Agreement shall be pro rated with respect to (i) an Employee who becomes a Participant and enters the Plan during the Plan Year, and (ii) short plan years initiated by the Employer. Such Maximum Coverage amount will be pro rated by dividing the annual Maximum Coverage amount by 12, and multiplying the quotient by the number of remaining months in the Plan Year for the new Participant or the number of months in the short Plan Year, as applicable.
- k. Continuation Coverage for Certain Dependent Children. In the event that benefits under the Medical Expense Reimbursement Plan does not qualify for the exception from the portability rules of HIPAA, then, effective for Plan Years beginning on or after October 9, 2009, notwithstanding the foregoing provisions, coverage for a Dependent child who is enrolled in the Medical Expense Reimbursement Plan as a student at a post-secondary educational institution will not terminate due to a medically necessary leave of absence before a date that is the earlier of:
- the date that is one year after the first day of the medically necessary leave of absence; or
 - the date on which such coverage would otherwise terminate under the terms of the Plan.

For purposes of this paragraph, “medically necessary leave of absence” means a leave of absence of the child from a post-secondary educational institution, or any other change in enrollment of the child at the institution, that: (i) commences while the child is suffering from a serious illness or injury; (ii) is medically necessary; and (iii) causes the child to lose student status for purposes of coverage under the terms of the Plan. A written certification must be provided by a treating physician of the dependent child to the Plan in order for the continuation coverage requirement to apply. The physician’s certification must state that the child is suffering from a serious illness or injury and that the leave of absence (or other change in enrollment) is medically necessary.

8.04 ELIGIBLE MEDICAL EXPENSES:

(a) Eligible Medical Expense in General. The phrase ‘Eligible Medical Expense’ means any expense incurred by a Participant or any of his Dependents (subject to the restrictions in Sections 8.04(b) and (c)) during a Plan Year that (i) qualifies as an expense incurred by the Participant or Dependents for medical care as defined in Code Section 213(d) and meets the requirements outlined in Code Section 125, (ii) is excluded from gross income of the Participant under Code Section 105(b), and (iii) has not been and will not be paid or reimbursed by any other insurance plan, through damages, or from any other source. Notwithstanding the above, capital expenditures are not Eligible Medical Expenses under this Plan. Further, notwithstanding the above, effective January 1, 2011, only the following drugs or medicines will constitute Eligible Medical Expenses:

- (i.) Drugs or medicines that require a prescription;
- (ii.) Drugs or medicines that are available without a prescription (“over-the-counter drugs or medicines”) and the Participant or Dependent obtains a prescription; and
- (iii.) Insulin.

(b) Expenses Incurred After Commencement of Participation. Only medical care expenses incurred by a Participant or the Participant’s Dependent(s) on or after the date such Participant commenced participation in the Medical Expense Reimbursement Plan shall constitute an Eligible Medical Expense.

(c) Eligible Expenses Incurred by Dependents. For purposes of this Section, Eligible Medical Expenses incurred by Dependents defined in Section 2.04(c) are eligible for reimbursement if incurred after March 30, 2010; Eligible Medical Expenses incurred by Dependents defined in Sections 2.04(a) and (b) are eligible for reimbursement if incurred either before or after March 30, 2010 (subject to the restrictions of Section 8.04(b)).

(d) Health Savings Accounts. If the Employer has elected in Item F.8 of the Adoption Agreement to allow Eligible Employees to contribute to Health Savings Accounts under the Plan, then for a Participant who is eligible for and elects to contribute to a Health Savings Accounts, Eligible Medical Expenses shall be limited as set forth in Item F.8 of the Adoption Agreement.

8.05 USE OF DEBIT CARD: In the event that the Employer elects to allow the use of debit cards (“Debit Cards”) for reimbursement of Eligible Medical Expenses (other than over-the-counter drugs or medicines) under the Medical Expense Reimbursement Plan, the provisions described in this Section shall apply. However, beginning January 1, 2011, a Debit Card may not be used to purchase drugs or medicines over-the-counter.

- a. Substantiation. The following procedures shall be applied for purposes of substantiating claimed Eligible Medical Expenses after the use of a Debit Card to pay the claimed Eligible Medical Expense:
 - (i) If the dollar amount of the transaction at a health care provider equals the dollar amount of the co-payment for that service under the Employer's major medical plan of the specific employee-cardholder, the charge is fully substantiated without the need for submission of a receipt or further review.
 - (ii) If the merchant, service provider, or other independent third-party (e.g., pharmacy benefit manager), at the time and point of sale, provides information to verify to the Recordkeeper (including electronically by e-mail, the internet, intranet, or telephone) that the charge is for a medical expense, the charge is fully substantiated without the need for submission of a receipt or further review.
- b. Status of Charges. All charges to a Debit Card, other than co-payments and real-time substantiation as described in Subsection (a) above, are treated as conditional pending confirmation of the charge, and additional third-party information, such as merchant or service provider receipts, describing the service or product, the date of the service or sale, and the amount, must be submitted for review and substantiation.
- c. Correction Procedures for Improper Payments. In the event that a claim has been reimbursed and is subsequently identified as not qualifying for reimbursement, one or all of the following procedures shall apply:
 - (i) First, upon the Recordkeeper's identification of the improper payment, the Eligible Employee will be required to pay back to the Plan an amount equal to the improper payment.
 - (ii) Second, where the Eligible Employee does not pay back to the Plan the amount of the improper payment, the Employer will have the amount of the improper payment withheld from the Eligible Employee's wages or other compensation to the extent consistent with applicable law.
 - (iii) Third, if the improper payment still remains outstanding, the Plan may utilize a claim substitution or offset approach to resolve improper claims payments.
 - (iv) If the above correction efforts prove unsuccessful, or are otherwise unavailable, the Eligible Employee will remain indebted to the Employer for the amount of the improper payment. In that event and consistent with its business practices, the Employer may treat the payment as it would any other business indebtedness.
 - (v) In addition to the above, the Employer and the Plan may take other actions they may deem necessary, in their sole discretion, to ensure that further violations of the terms of the Debit Card do not occur, including, but not limited to, denial of access to the Debit Card until the indebtedness is repaid by the Eligible Employee.
- d. Intent to Comply with Rev. Rul. 2003-43. It is the Employer's intent that any use of Debit Cards to pay Eligible Medical Expenses shall comply with the guidelines for use of

such cards set forth in Rev. Rul. 2003-43, and this Section 8.05 shall be construed and interpreted in a manner necessary to comply with such guidelines.

- 8.06 **GRACE PERIOD:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Grace Period with respect to the Medical Reimbursement Plan, the provisions of this Section 8.06 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2005-42, a Participant who has unused contributions relating to the Medical Reimbursement Plan from the immediately preceding Plan Year, and who incurs Eligible Medical Expenses for such qualified benefit during the Grace Period, may be paid or reimbursed for those Eligible Medical Expenses from the unused contributions as if the expenses had been incurred in the immediately preceding Plan Year. For purposes of this Section, 'Grace Period' shall mean the period extending to the 15th day of the third calendar month after the end of the immediately preceding Plan Year to which it relates. Eligible Medical Expenses incurred during the Grace Period shall be reimbursed first from unused contributions allocated to the Medical Reimbursement Plan for the prior Plan Year, and then from unused contributions for the current Plan Year, if participant is enrolled in current Plan Year.
- 8.07 **CARRYOVER:** If the Employer elects in Section F.7 of the Adoption Agreement to permit a Carryover with respect to the Medical Reimbursement Plan, the provisions of this Section 8.07 shall apply. Notwithstanding anything to the contrary herein and in accordance with Internal Revenue Service Notice 2013-71, the Carryover for a Participant who has an amount remaining unused as of the end of the run-off period for the Plan Year, may be used to pay or reimburse Eligible Medical Expenses during the following entire Plan Year. The Carryover does not count against or otherwise affect the Maximum benefit set forth in Section 8.03 (b). Eligible Medical Expenses incurred during a Plan Year shall be reimbursed first from unused contributions for the current Plan Year, and then from any Carryover carried over from the preceding Plan Year. Any unused amounts from the prior Plan Year that are used to reimburse a current Plan Year expense (a) reduce the amounts available to pay prior Plan Year expenses during the run-off period, (b) must be counted against any Carryover amount from the prior Plan Year, and (c) cannot exceed the maximum Carryover from the prior Plan Year. If the Employer elects to apply Section 8.06 in Section F.7 of the Adoption Agreement, this Section 8.07 shall not apply.

SECTION IX

DEPENDENT CARE REIMBURSEMENT PLAN

- 9.01 **PURPOSE:** The Dependent Care Reimbursement Plan is designed to provide for reimbursement of certain employment-related dependent care expenses of the Participant. It is the intention of the Employer that amounts allocated for this benefit shall be eligible for exclusion from gross income, as provided in Code Section 129, for Participants who elect this benefit, and all provisions of this Section IX shall be construed in a manner consistent with that intention.
- 9.02 **ELIGIBILITY:** The eligibility provisions are set forth in Item F(6) of the Adoption Agreement.
- 9.03 **TERMS, CONDITIONS, AND LIMITATIONS:**
- a. **Accounts.** The Reimbursement Recordkeeper shall establish a recordkeeping account for each Participant. The Reimbursement Recordkeeper shall maintain a record of each account on an on-going basis, increasing the balances as contributions are credited during the year and decreasing the balances as Eligible Dependent Care Expenses are reimbursed. No interest shall be payable on amounts recorded in any Participant's account.

- b. **Maximum Benefit.** The maximum amount of reimbursement for each Participant shall be limited to the amount of the Participant's allocation to the program during the Plan Year not to exceed the maximum amount set forth in Item F(6) of the adoption agreement.

For purpose of this Section IX, the phrase "earned income" shall mean wages, salaries, tips and other employee compensation, but only if such amounts are includible in gross income for the taxable year. A Participant's spouse who is physically or mentally incapable of self-care as described in Section 9.04(a)(ii) or a spouse who is a full-time student within the meaning of Code Section 21(e)(7) shall be deemed to have earned income for each month in which such spouse is so disabled (or a full-time student). The amount of such deemed earned income shall be \$250 per month in the case of one Dependent and \$500 per month in the case of two or more Dependents.

- c. **Claim Procedure.** In order to be reimbursed for any dependent care expenses incurred during the Plan Year, the Participant shall complete the form(s) provided for such purpose by the Reimbursement Recordkeeper. The Participant shall submit the completed form to the Reimbursement Recordkeeper with an original bill or other proof of the expense from an independent third party acceptable to the Reimbursement Recordkeeper. No reimbursement shall be made on the basis of an incomplete form or inadequate evidence of the expense as determined by the Reimbursement Recordkeeper. Claims for reimbursement of Eligible Dependent Care Expenses must be submitted no later than the last day of the third month following the last day of the Plan Year during which the Eligible Dependent Care Expenses were incurred. Reimbursement payments shall only be made to the Participant, or the Participant's legal representative in the event of the incapacity or death of the Participant. Forms for reimbursement shall be reviewed in accordance with the claims procedure set forth in Section XII.
- d. **Funding.** The funding of the Dependent Care Reimbursement Plan shall be through contributions by the Employer from its general assets to the extent of Elective Contributions directed by Participants. Such contributions shall be made by the Employer when benefit payments and account administration expenses become due and payable under this Dependent Care Expense Reimbursement Plan.
- e. **Forfeiture.** Any amounts remaining to the credit of the Participant at the end of the Plan Year and not used for Eligible Dependent Care Expenses incurred during the Plan Year shall be forfeited and remain assets of the Plan.
- f. **Nondiscrimination.** Benefits provided under this Dependent Care Reimbursement Plan shall not be provided in a manner that discriminates in favor of Highly Compensated Employees (as defined in Code Section 414(q)) or their dependents, as provided in Code Section 129. In addition, no more than 25 percent of the aggregate Eligible Dependent Care Expenses shall be reimbursed during a Plan Year to five percent owners, as provided in Code Section 129.

9.04 DEFINITIONS:

- a. **"Dependent"** (for purposes of this Section IX) means any individual who is:
- (i) a Participant's qualifying child (as defined in Code Section 152 (c)) who has not attained the age of 13; or

- (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively) or the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the taxpayer for more than half of the taxable year. For purposes of this Dependent Care Reimbursement Plan, an individual shall be considered physically or mentally incapable of self-care if, as a result of a physical or mental defect, the individual is incapable of caring for his or her hygienic or nutritional needs, or requires full-time attention of another person for his or her own safety or the safety of others.

b. "Dependent Care Center" (for purposes of this Section IX) shall be a facility which:

- (i) provides care for more than six individuals (other than individuals who reside at the facility);
- (ii) receives a fee, payment, or grant for providing services for any of the individuals (regardless of whether such facility is operated for profit); and
- (iii) satisfies all applicable laws and regulations of a state or unit of local government.

c. "Eligible Dependent Care Expenses" (for purposes of this Section IX) shall mean expenses incurred by a Participant which are:

- (i) incurred for the care of a Dependent of the Participant or for related household services;
- (ii) paid or payable to a Dependent Care Service Provider; and
- (iii) incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant.

"Eligible Dependent Care Expenses" shall not include expenses incurred for services outside the Participant's household for the care of a Dependent unless such Dependent is (i) a qualifying child (as defined in Code Section 152 (c)) under the age of 13, or (ii) a dependent (qualifying child or qualifying relative, as defined in Code Section 152 (c) and (d), respectively)), who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year, or (iii) the spouse of a Participant who is physically or mentally incapable of self-care, and who has the same principal place of abode as the Participant for more than half of the taxable year. Eligible Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

d. "Dependent Care Service Provider" (for purposes of this Section IX) means:

- (i) a Dependent Care Center, or
- (ii) a person who provides care or other services described in Section 9.04(b) and who is not a related individual described in Section 129(c) of the Code.

SECTION X

HEALTH SAVINGS ACCOUNTS

10.01 **PURPOSE:** If elected by the Employer in Section F.8 of the Adoption Agreement, the Plan will permit pre-tax contributions to the Health Savings Account, and the provisions of this Article X shall apply.

10.02 **BENEFITS**: A Participant can elect benefits under the Health Savings Accounts portion of this Plan by electing to pay his or her Health Savings Account contributions on a pre-tax salary reduction basis. In addition, the Employer may make contributions to the Health Savings Account for the benefit of the Participant.

10.03 **TERMS, CONDITIONS AND LIMITATION**:

- a. **Maximum Benefit**. The maximum annual contributions that may be made to a Participant's Health Savings Account under this Plan is set forth in Section F.8 of the Adoption Agreement.
- b. **Mid-Year Election Changes**. Notwithstanding any to the contrary herein, a Participant election with respect to contributions for the Health Savings Account shall be revocable during the duration of the Plan Year to which the election relates. Consequently, a Participant may change his or her election with respect to contributions for the Health Savings Account at any time.

10.04 **RESTRICTIONS ON MEDICAL REIMBURSEMENT PLAN**: If the Employer has elected in Section F.8 of the Adoption Agreement both Health Savings Accounts under this Plan and the Medical Expense Reimbursement Plan, then the Eligible Medical Expenses that may be reimbursed under the Medical Reimbursement Plan for Participants who are eligible for and elect to participate in Health Savings Accounts shall be limited as set forth in Section F.8 of the Adoption Agreement.

10.05 **NO ESTABLISHMENT OF ERISA PLAN**: It is the intent of the Employer that the establishment of Health Savings Accounts are completely voluntary on the part of Participants, and that, in accordance with Department of Labor Field Assistance Bulletin 2004-1, the Health Savings Accounts are not "employee welfare benefit plans" for purposes of Title I of ERISA.

SECTION XI

AMENDMENT AND TERMINATION

11.01 **AMENDMENT**: The Employer shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of the provisions of this Plan, provided that no such amendment shall change the terms and conditions of payment of any benefits to which Participants and covered dependents otherwise have become entitled to under the provisions of the Plan, unless such amendment is made to comply with federal or local laws or regulations. The Employer also shall have the right to make any amendment retroactively which is necessary to bring the Plan into conformity with the Code. In addition, the Employer may amend any provisions or any supplements to the Plan and may merge or combine supplements or add additional supplements to the Plan, or separate existing supplements into an additional number of supplements.

11.02 **TERMINATION**: The Employer shall have the right at any time to terminate this Plan, provided that such termination shall not eliminate any obligations of the Employer which therefore have arisen under the Plan.

SECTION XII

ADMINISTRATION

12.01 NAMED FIDUCIARIES: The Administrator shall be the fiduciary of the Plan.

12.02 APPOINTMENT OF RECORDKEEPER: The Employer may appoint a Reimbursement Recordkeeper which shall have the power and responsibility of performing recordkeeping and other ministerial duties arising under the Medical Expense Reimbursement Plan and the Dependent Care Reimbursement Plan provisions of this Plan. The Reimbursement Recordkeeper shall serve at the pleasure of, and may be removed by, the Employer without cause. The Recordkeeper shall receive reasonable compensation for its services as shall be agreed upon from time to time between the Administrator and the Recordkeeper.

12.03 POWERS AND RESPONSIBILITIES OF ADMINISTRATOR:

- a. General. The Administrator shall be vested with all powers and authority necessary in order to amend and administer the Plan, and is authorized to make such rules and regulations as it may deem necessary to carry out the provisions of the Plan. The Administrator shall determine any questions arising in the administration (including all questions of eligibility and determination of amount, time and manner of payments of benefits), construction, interpretation and application of the Plan, and the decision of the Administrator shall be final and binding on all persons.
- b. Recordkeeping. The Administrator shall keep full and complete records of the administration of the Plan. The Administrator shall prepare such reports and such information concerning the Plan and the administration thereof by the Administrator as may be required under the Code or ERISA and the regulations promulgated thereunder.
- c. Inspection of Records. The Administrator shall, during normal business hours, make available to each Participant for examination by the Participant at the principal office of the Administrator a copy of the Plan and such records of the Administrator as may pertain to such Participant. No Participant shall have the right to inquire as to or inspect the accounts or records with respect to other Participants.

12.04 COMPENSATION AND EXPENSES OF ADMINISTRATOR: The Administrator shall serve without compensation for services as such. All expenses of the Administrator shall be paid by the Employer. Such expenses shall include any expense incident to the functioning of the Plan, including, but not limited to, attorneys' fees, accounting and clerical charges, actuary fees and other costs of administering the Plan.

12.05 LIABILITY OF ADMINISTRATOR: Except as prohibited by law, the Administrator shall not be liable personally for any loss or damage or depreciation which may result in connection with the exercise of duties or of discretion hereunder or upon any other act or omission hereunder except when due to willful misconduct. In the event the Administrator is not covered by fiduciary liability insurance or similar insurance arrangements, the Employer shall indemnify and hold harmless the Administrator from any and all claims, losses, damages, expenses (including reasonable counsel fees approved by the Administrator) and liability (including any reasonable amounts paid in settlement with the Employer's approval) arising from any act or omission of the Administrator, except when the same is determined to be due to the willful misconduct of the Administrator by a court of competent jurisdiction.

12.06 DELEGATIONS OF RESPONSIBILITY: The Administrator shall have the authority to delegate, from time to time, all or any part of its responsibilities under the Plan to such person or persons as it may deem advisable and in the same manner to revoke any such delegation of responsibilities which shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. The Administrator shall not be liable for any acts or omissions of any such delegate.

The delegate shall report periodically to the Administrator concerning the discharge of the delegated responsibilities.

12.07 **RIGHT TO RECEIVE AND RELEASE NECESSARY INFORMATION:** The Administrator may release or obtain any information necessary for the application, implementation and determination of this Plan or other Plans without consent or notice to any person. This information may be released to or obtained from any insurance company, organization, or person subject to applicable law. Any individual claiming benefits under this Plan shall furnish to the Administrator such information as may be necessary to implement this provision.

12.08 **CLAIM FOR BENEFITS:** To obtain payment of any benefits under the Plan a Participant must comply with the rules and procedures of the particular benefit program elected pursuant to this Plan under which the Participant claims a benefit.

12.09 **GENERAL CLAIMS REVIEW PROCEDURE:** This provision shall apply only to the extent that a claim for benefits is not governed by a similar provision of a benefit program available under this Plan or is not governed by Section 12.10.

- a. **Initial Claim for Benefits.** Each Participant may submit a claim for benefits to the Administrator as provided in Section 12.08. A Participant shall have no right to seek review of a denial of benefits, or to bring any action in any court to enforce a claim for benefits prior to his filing a claim for benefits and exhausting his rights to review under this section.

When a claim for benefits has been filed properly, such claim for benefits shall be evaluated and the claimant shall be notified of the approval or the denial within (90) days after the receipt of such claim unless special circumstances require an extension of time for processing the claim. If such an extension of time for processing is required, written notice of the extension shall be furnished to the claimant prior to the termination of the initial ninety (90) day period which shall specify the special circumstances requiring an extension and the date by which a final decision will be reached (which date shall not be later than one hundred and eighty (180) days after the date on which the claim was filed.) A claimant shall be given a written notice in which the claimant shall be advised as to whether the claim is granted or denied, in whole or in part. If a claim is denied, in whole or in part, the claimant shall be given written notice which shall contain (a) the specific reasons for the denial, (b) references to pertinent plan provisions upon which the denial is based, (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and (d) the claimant's rights to seek review of the denial.

- b. **Review of Claim Denial.** If a claim is denied, in whole or in part, the claimant shall have the right to request that the Administrator review the denial, provided that the claimant files a written request for review with the Administrator within sixty (60) days after the date on which the claimant received written notification of the denial. A claimant (or his duly authorized representative) may review pertinent documents and submit issues and comments in writing to the Administrator. Within sixty (60) days after a request is received, the review shall be made and the claimant shall be advised in writing of the decision on review, unless special circumstances require an extension of time for processing the review, in which case the claimant shall be given a written notification within such initial sixty (60) day period specifying the reasons for the extension and when such review shall be completed (provided that such review shall be completed within one hundred and twenty (120) days after the date on which the request for review was filed.) The decision on review shall be forwarded to the claimant in writing and

shall include specific reasons for the decision and references to plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons.

- c. Exhaustion of Remedies. If a claimant fails to file a request for review in accordance with the procedures herein outlined, such claimant shall have no rights to review and shall have no right to bring action in any court and the denial of the claim shall become final and binding on all persons for all purposes.

12.10 SPECIAL CLAIMS REVIEW PROCEDURE: The provisions of this Section 12.10 shall be applicable to claims under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan, effective on the first day of the first Plan Year beginning on or after July 1, 2002, but in no event later than January 1, 2003, provided such plans are subject to ERISA.

- a. Benefit Denials: The Administrator is responsible for evaluating all claims for reimbursement under the Medical Expense Reimbursement Plan and the Group Medical Insurance Plan.

The Administrator will decide a Participant's claim within a reasonable time not longer than 30 days after it is received. This time period may be extended for an additional 15 days for matters beyond the control of the Administrator, including in cases where a claim is incomplete. The Participant will receive written notice of any extension, including the reasons for the extension and information on the date by which a decision by the Administrator is expected to be made. The Participant will be given 45 days in which to complete an incomplete claim. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the claim.

If the Administrator denies the claim, in whole or in part, the Participant will be furnished with a written notice of adverse benefit determination setting forth:

1. the specific reason or reasons for the denial;
2. reference to the specific Plan provision on which the denial is issued;
3. a description of any additional material or information necessary for the Participant to complete his claim and an explanation of why such material or information is necessary, and
4. appropriate information as to the steps to be taken if the Participant wishes to appeal the Administrator's determination, including the participant's right to submit written comments and have them considered, his right to review (on request and at no charge) relevant documents and other information, and his right to file suit under ERISA with respect to any adverse determination after appeal of his claim.

- b. Appealing Denied Claims: If the Participant's claim is denied in whole or in part, he may appeal to the Administrator for a review of the denied claim. The appeal must be made in writing within 180 days of the Administrator's initial notice of adverse benefit determination, or else the participant will lose the right to appeal the denial. If the Participant does not appeal on time, he will also lose his right to file suit in court, as he will have failed to exhaust his internal administrative appeal rights, which is generally a prerequisite to bringing suit.

A Participant's written appeal should state the reasons that he feels his claim should not have been denied. It should include any additional facts and/or documents that the Participant feels support his claim. The Participant may also ask additional questions and make written comments, and may review (on request and at no charge) documents and other information relevant to his appeal. The Administrator will review all written comment the Participant submits with his appeal.

c. Review of Appeal: The Administrator will review and decide the Participant's appeal within a reasonable time not longer than 60 days after it is submitted and will notify the Participant of its decision in writing. The individual who decides the appeal will not be the same individual who decided the initial claim denial and will not be that individual's subordinate. The Administrator may secure independent medical or other advice and require such other evidence as it deems necessary to decide the appeal, except that any medical expert consulted in connection with the appeal will be different from any expert consulted in connection with the initial claim. (The identity of a medical expert consulted in connection with the Participant's appeal will be provided.) If the decision on appeal affirms the initial denial of the Participant's claim, the Participant will be furnished with a notice of adverse benefit determination on review setting forth:

1. The specific reason(s) for the denial,
2. The specific Plan provision(s) on which the decision is based,
3. A statement of the Participant's right to review (on request and at no charge) relevant documents and other information,
4. If the Administrator relied on an "internal rule, guideline, protocol, or other similar criterion" in making the decision, a description of the specific rule, guideline, protocol, or other similar criterion or a statement that such a rule, guideline, protocol, or other similar criterion was relied on and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Participant upon request," and
5. A statement of the Participant's right to bring suit under ERISA § 502(a).

12.11 PAYMENT TO REPRESENTATIVE: In the event that a guardian, conservator or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor, and such payment so made shall be in complete discharge of the liabilities of the Plan therefor and the obligations of the Administrator and the Employer.

12.12 PROTECTED HEALTH INFORMATION. The provisions of this Section will apply only to those portions of the Plan that are considered a group health plan for purposes of 45 CFR Parts 160 and 164. The Plan may disclose PHI to employees of the Employer, or to other persons, only to the extent such disclosure is required or permitted pursuant to 45 CFR Parts 160 and 164. The Plan has implemented administrative, physical, and technical safeguards to reasonably and appropriately protect, and restrict access to and use of, electronic PHI, in accordance with Subpart C of 45 CFR Part 164. The applicable claims procedures under the Plan shall be used to resolve any issues of non-compliance by such individuals. The Employer will:

- not use or disclose PHI other than as permitted or required by the plan documents and permitted or required by law;
- reasonably and appropriately safeguard electronic PHI created, received, maintained, or transmitted to or by the it on behalf of the Plan, in accordance with Subpart C of 45 CFR Part 164;
- implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Plan;
- ensure that any agents including a subcontractors to whom it provides PHI received from the Plan agree to the same restrictions and conditions that apply to the Employer with respect to such information;
- not use or disclose PHI for employment-related actions and decisions or in connection with any other employee benefit plan of the Employer;
- report to the Plan any use or disclosure of the information that is inconsistent with the permitted uses or disclosures provided for of which it becomes aware;
- make available PHI in accordance with 45 CFR Section 164.524;
- make available PHI for amendment and incorporate any amendments to PHI in accordance with 45 CFR Section 164.526;
- make available the information required to provide an accounting of disclosures in accordance with 45 CFR Section 164.528;
- make its internal practices, books, and records relating to the use and disclosure of PHI received from the Plan available to the Secretary of Health and Human Services or his designee upon request for purposes of determining compliance with 45 CFR Section 164.504(f);
- if feasible, return or destroy all PHI received from the Plan that the Employer still maintains in any form and retain no copies of such information when no longer needed for the purposes for which disclosure was made, except that, if such return or destruction is not feasible, limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible; and,
- ensure that the adequate separation required in paragraph (f)(2)(iii) of 45 CFR Section 164.504 is established.

For purposes of this Section, “PHI” is “Protected Health Information” as defined in 45 CFR Section 160.103, which means individually identifiable health information, except as provided in paragraph (2) of the definition of “Protected Health Information” in 45 CFR Section 160.103, that is transmitted by electronic media; maintained in electronic media; or transmitted or maintained in any other form or medium by a covered entity, as defined in 45 CFR Section 164.104.

SECTION XIII

MISCELLANEOUS PROVISIONS

- 13.01 **INABILITY TO LOCATE PAYEE:** If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participant or other person after reasonable efforts have been made to identify or locate such person, then such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited following a reasonable time after the date any such payment first became due.

- 13.02 **FORMS AND PROOFS:** Each Participant or Participant's Beneficiary eligible to receive any benefit hereunder shall complete such forms and furnish such proofs, receipts, and releases as shall be required by the Administrator.
- 13.03 **NO GUARANTEE OF TAX CONSEQUENCES:** Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant or a Dependent under the Plan will be excludable from the Participant's or Dependent's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant or Dependent.
- 13.04 **PLAN NOT CONTRACT OF EMPLOYMENT:** The Plan will not be deemed to constitute a contract of employment between the Employer and any Participant nor will the Plan be considered an inducement for the employment of any Participant or employee. Nothing contained in the Plan will be deemed to give any Participant or employee the right to be retained in the service of the Employer nor to interfere with the right of the Employer to discharge any Participant or employee at any time regardless of the effect such discharge may have upon that individual as a Participant in the Plan.
- 13.05 **NON-ASSIGNABILITY:** No benefit under the Plan shall be liable for any debt, liability, contract, engagement or tort of any Participant or his Beneficiary, nor be subject to charge, anticipation, sale, assignment, transfer, encumbrance, pledge, attachment, garnishment, execution or other voluntary or involuntary alienation or other legal or equitable process, nor transferability by operation of law.
- 13.06 **SEVERABILITY:** If any provision of the Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions hereof will continue to be fully effective.
- 13.07 **CONSTRUCTION:**
- a. Words used herein in the masculine or feminine gender shall be construed as the feminine or masculine gender, respectively where appropriate.
 - b. Words used herein in the singular or plural shall be construed as the plural or singular, respectively, where appropriate.
- 13.08 **NONDISCRIMINATION:** In accordance with Code Section 125(b)(1), (2), and (3), this Plan is intended not to discriminate in favor of Highly Compensated Participants (as defined in Code Section 125(e)(1)) as to contributions and benefits nor to provide more than 25% of all qualified benefits to Key Employees. If, in the judgment of the Administrator, more than 25% of the total nontaxable benefits are provided to Key Employees, or the Plan discriminates in any other manner (or is at risk of possible discrimination), then, notwithstanding any other provision contained herein to the contrary, and, in accordance with the applicable provisions of the Code, the Administrator shall, after written notification to affected Participants, reduce or adjust such contributions and benefits under the Plan as shall be necessary to insure that, in the judgment of the Administrator, the Plan shall not be discriminatory.
- 13.09 **ERISA.** The Plan shall be construed, enforced, and administered and the validity determined in accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974 (as amended), the Internal Revenue Code of 1986 (as amended), and the laws of the State indicated in the Adoption Agreement. Notwithstanding anything to the contrary herein, the provisions of ERISA will not apply to this Plan if the Plan is exempt from coverage under ERISA. Should any provisions be determined to be void, invalid, or unenforceable by any court of competent jurisdiction, the Plan will continue to operate, and for purposes of the jurisdiction of the court only will be deemed not to include the provision determined to be void.

PD – 05/16

5/4/2019 12:33 AM

Approval of PRI Phone Line – Upon the recommendation of the Treasurer, Ms. Hines moved and Ms. Paredes seconded the motion to approve the PRI Phone Line.

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

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Customer Service Order

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Account Executive: Michael DiDonato
Phone: 330-634-7542 ext:
Cell Phone: +1 3308125604
Fax:
Email: michael.didonato@charter.com

Order # 11230864

| | | |
|---|--|---|
| Customer Information: Customer Code 0000 | | |
| Business Name | WOOD COUNTY EDUCATION SERVICE CENTER | Customer Type: |
| Federal Tax ID | Tax Exempt Status | Tax Exempt Certificate # |
| *****1606 | Federal/State/Local | |
| Billing Address | | Account Number |
| Attention To: | | |
| 1867 N Research Dr Bowling Green OH 43402 | | |
| Billing Contact | Billing Contact Phone | Billing Contact Email Address |
| Gina Fernbaugh | (419) 354-9010 | gfernbaugh@wcsc.org |
| Authorized Contact | Authorized Contact Phone | Authorized Contact Email Address |
| Gina Fernbaugh | (419) 354-9010 | gfernbaugh@wcsc.org |
| Technical Contact | Technical Contact Phone | Technical Contact Email Address |



Voice Service Order Information 1867 N Research Dr Bowling Green OH 43402

| Current LEC | LEC BTN | Porting Required |
|-------------|---------|------------------|
| | | |

Trunk Service Order Information For 1867 N Research Dr Bowling Green OH 43402

| Current LEC | Current IXC | LEC BTN(S) | E-911 Location 1 | E-911 Location 2 | E-911 Location 3 |
|-------------|-------------|------------|------------------|------------------|------------------|
| | | | | | |

Current Services and Monthly charges At 11120 E Gypsy Lane Rd , Bowling Green OH 43402

| Description | Quantity | Sales Price | Monthly Recurring Total |
|-------------------------|----------|-------------|-------------------------|
| HSD Modem | 1 | \$0.00 | \$0.00 |
| ERATE/BEAR | 1 | \$0.00 | \$0.00 |
| BC Modem Fee | 1 | \$0.00 | \$0.00 |
| BC Internet 10Mx1M | 1 | \$94.99 | \$94.99 |
| BC Internet Term - 3 YR | 1 | \$0.00 | \$0.00 |
| *Total | | | \$94.99 |

*Prices do not include taxes and fees.

New and Revised Services and Monthly Charges At 1867 N Research Dr , Bowling Green OH 43402

| Description | Quantity | Sales Price | Monthly Recurring Total | Contract Term |
|--------------------------------|----------|-------------|-------------------------|---------------|
| 5,000 Minutes | 1 | \$0.00 | \$0.00 | 36 Months |
| DID Block 100 Numbers - 1 Year | 1 | \$0.00 | \$0.00 | 36 Months |
| Enterprise Trunking 23 | 1 | \$276.00 | \$276.00 | 36 Months |
| *Total | | | \$276.00 | |

*Prices do not include taxes and fees.

Approval of Service Agreements with Agencies & School Districts – Upon the recommendation of the Treasurer, Mr. Smith moved and Mr. Long seconded the motion to approve the following Service Agreements for Fiscal Year 2020:

2019-2020 School Year

- **Bowling Green C.S.D. – Extended School Year OT Services**
- **Bowling Green C.S.D. – Extended School Year PT Services**
- **Rossford E.V.S.D. – Extended School Year Paraprofessional Services**

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

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Wood County Educational Service Center

Summer 2019

Service Agreement

Bowling Green City School District

This agreement shall serve as a contract between the **Bowling Green City School District** (*receiving district*) and the Wood County Educational Service Center (*providing district*) for the 2019 summer.

The Bowling Green City School District shall receive services as mutually agreed upon between the superintendents of the participating districts.

The Bowling Green City Schools shall pay the Wood County Educational Service Center approximately \$1,009 for the following:


Occupational Therapy Services

Instructor : Melissa Snyder

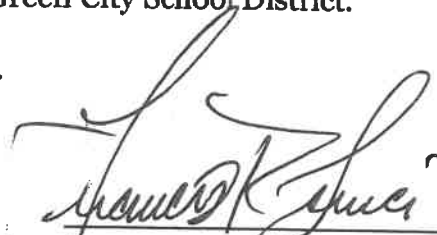
Payment for services will be invoiced August 31, 2019.

Costs resulting from any claim for unemployment or severance by the individual employed to fulfill this contract will be billed back to Bowling Green City School District.

Please sign and return one copy of this agreement.



Treasurer / CFO (signature)
Bowling Green C.S.D.




Superintendent (signature)
Bowling Green C.S.D.

5/21/2019


Date Approved

11073

B.G.C.S.D. Board Resolution No.



Gina R. Fernbaugh
Treasurer / CFO
Wood County E.S.C.



Mark North
Superintendent
Wood County E.S.C.

Wood County Educational Service Center

Summer 2019

Service Agreement

Bowling Green City School District

This agreement shall serve as a contract between the **Bowling Green City School District** (*receiving district*) and the Wood County Educational Service Center (*providing district*) for the 2019 summer.

The Bowling Green City School District shall receive services as mutually agreed upon between the superintendents of the participating districts.

The Bowling Green City Schools shall pay the Wood County Educational Service Center approximately \$1,066 for the following:


Physical Therapy Services

Instructor: Jose Rowe

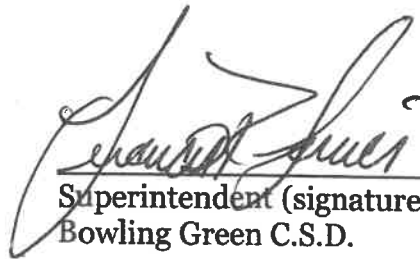
Payment for services will be invoiced August 31, 2019.

Costs resulting from any claim for unemployment or severance by the individual employed to fulfill this contract will be billed back to Bowling Green City School District.

Please sign and return one copy of this agreement.



Treasurer / CFO (signature)
Bowling Green C.S.D.




Superintendent (signature)
Bowling Green C.S.D.

5/21/2019

Date Approved

11073

B.G.C.S.D. Board Resolution No.



Gina R. Fernbaugh
Treasurer / CFO
Wood County E.S.C.



Mark North
Superintendent
Wood County E.S.C.

Wood County Educational Service Center

Summer 2019

Service Agreement

Rossford E.V.S.D.

This agreement shall serve as a contract between the **Rossford E.V.S.D.** (*receiving district*) and the Wood County Educational Service Center (*providing district*) for the 2019 summer.

The Rossford E.V.S.D. shall receive services as mutually agreed upon between the superintendents of the participating districts.

The Rossford E.V.S.D. shall pay the Wood County Educational Service Center approximately \$765 for the following:


Extended School Year Paraprofessional Services

*Paraprofessional: David Gamboa
Student: Jackson Berry*


Payment for services will be invoiced July 31, 2019.

Costs resulting from any claim for unemployment or severance by the individual employed to fulfill this contract will be billed back to Rossford E.V.S.D.

Please sign and return one copy of this agreement.



Treasurer / CFO (signature)
Rossford E.V.S.D.



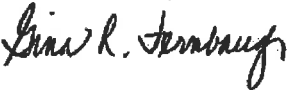
Superintendent (signature)
Rossford E.V.S.D.

6.10.19

Date Approved

108-19

Rossford E.V.S.D. Board Res. No.



Gina R. Fernbaugh
Treasurer / CFO
Wood County E.S.C.

Mark North
Superintendent
Wood County E.S.C.

Approval of Grants – Upon the recommendation of the Treasurer, Ms. Paredes moved and Ms. Hines seconded the motion to approve the following grants:

| Amount | Grant Title | Beginning Date | Ending Date | Fund/Spec |
|---------------|-------------|----------------|-------------|-----------|
| | | | | |
| \$ 889,231.00 | ATOD FY'20 | 7/1/19 | 6/30/20 | 019-9620 |
| \$377,978.00 | WIOA FY'20 | 7/1/19 | 6/30/20 | 502-9620 |

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

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AGREEMENT-Resolution #FY2019-36

TO PROVIDE MENTAL HEALTH, AND SUBSTANCE USE DISORDER SERVICES

This Agreement to provide mental health, and substance use disorder services ("Agreement") is made and entered into as of July 1, 2019 by and between the Wood County Alcohol, Drug Addiction and Mental Health Services Board with offices located at 745 Haskins Road, Suite H, Bowling Green, Ohio 43402-1600 and Wood County Educational Services Center with offices located at 1867 North Research Drive, Bowling Green, Ohio 43402 (each a "Party" and sometimes collectively referred to as the "Parties").

RECITALS

WHEREAS, pursuant to Section 340.03 of the Ohio Revised Code, the Board is responsible for planning, contracting, funding, auditing, and evaluating mental health and substance use disorder services for Wood County residents; and

WHEREAS, Agency is an Ohio nonprofit corporation, licensed and/or certified by the Ohio Department of Mental Health and Addiction Services and is qualified to provide the mental health and substance use disorder services described in this Agreement; and

WHEREAS, Agency is engaged in the business of providing mental health and substance use disorder Services to the Residents of Wood County; and

WHEREAS, the Board desires to engage the Services of Agency and Agency desires to accept such engagement upon the terms and conditions set forth herein; and

WHEREAS, such services are exempt from competitive bidding pursuant to Section 340.036(E) of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Board and Agency hereby agree as follows:

1. **Defined Terms.** Capitalized terms used throughout this Agreement are defined as set forth in this section.

"Agency" means the non-profit corporation providing mental health and addiction services under this Agreement.

"Board" means the Wood County Alcohol, Drug Addiction and Mental Health Services Board, a political subdivision organized pursuant to Chapter 340 of the Ohio Revised Code (the "ORC")

"Board-Eligible Claim" means services provided for/on behalf of Wood County Residents and for which there is no Third-Party Payor available and/or where Board funds are necessary for partial payment of claims due to limitations by other payment sources. Medicaid is deemed third-Party Payor. Board-eligible claims qualify for Board subsidy.

“Client” means a Wood County resident receiving Services funded through this Agreement.

“Fee for Service” is a mode of payment in which the Agency is paid a fee for each particular service rendered.

“GOSH” stands for Great Office Solutions Helper which is the automated payment and management information system for mental health and addiction services utilized by the Board in place of the Multi-Agency Community Services Information System (MACSIS).

“MACSIS Guidelines” means the guidelines issued by OhioMHAS regarding the operation of claims submission. While claims are submitted in GOSH for the entire term of this agreement, these guidelines are generally still applicable. The guidelines may be found on the OhioMHAS web page.

“Medicaid” means the program described in the State of Ohio’s State Medicaid Plan.

“OAC” refers to the Ohio Administrative Code and any amendment made effective during the term of this Contract.

“OhioMHAS” refers to the Ohio Department of Mental Health and Addiction Services.

"Reportable Incident" means an incident that must be reported to the OhioMHAS. "Incident" means an event that poses a danger to the health and safety of clients or staff and visitors of the Agency and is not consistent with routine care of persons served or routine operation of the Agency.

“Resident” means a person who is living in Wood County as evidenced by at least one of the following:

- (1) Receiving utility bills, rental agreement, or lease at a physical address within the county;
- (2) Receiving income/proof of income at a physical address within the county;
- (3) Signed statement, by the client, as to residing with family within the county;
- (4) Proof of local housing through Bowling Green State University for current students;
- (5) In the event that residency is ambiguous, as in the case of homelessness (temporary or permanent), residency may be determined based on client’s presence in the county and written statement of intent to remain.

“Services” means services described in Agency’s Services & Compensation Statement (Attachment A) and any other services Agency is legally required and licensed to provide under OAC Chapter 5122-29 and Part 3793:2.

“Third-Party Payor” means any person or organization, public or private that pays or reimburses expenses on behalf of a Client, such as an insurance company, Medicare, or Medicaid.

“Utilization Review” consists of comparing the number of units of service projected to be provided and the number of units of service actually provided during a specified timeframe.

2. **Term.** This Agreement shall commence on July 1, 2019 and shall continue in full force and effect until June 30, 2020.

3. **Scope of Agreement.** Agency will provide Board’s Clients the Services and Programs described in Attachment A, “Services and Compensation”, incorporated into and made a part of this Agreement as all other Attachments referenced in this Agreement.

4. **Eligibility for Board Compensated Services.**

4.1 Any Wood County Resident shall be eligible to receive services under this Agreement if Resident:

4.1.1 Meets the Agency’s admission criteria and qualifies for Board subsidy.

4.1.2 Needs Crisis Intervention Mental Health Services or substance use disorder services.

4.1.3 Is ineligible for Medicaid and qualifies for Board subsidy on the date the service is received from the Agency.

4.2 If a Wood County Resident receiving Board subsidy for services under this Agreement becomes a resident of another county, the Board subsidy shall be discontinued.

5. **Compliance with Applicable Law.** The Parties shall perform their duties and obligations under this Agreement in accordance with applicable Federal, State, and local laws that govern the conduct of the Parties, including but not limited to chapters 340, 5119, 5164, and 5167 of the Ohio Revised Code and all administrative rules promulgated under the authority of these statutes, the Health Insurance Portability and Administration Act of 1996 (“HIPAA”) and other applicable laws regarding use and disclosure of protected health information (“PHI”). None of the rights, duties, and obligations described in the Agreement shall be binding upon either Party until all applicable laws have been complied with and until such time as all necessary funds are actually made available and forthcoming from the appropriate state agencies. The Parties further agree to comply with the MACSIS guidelines and procedures governing the State-mandated enrollment and claims processing.

6. **Duties and Obligations of the Agency.**

6.1 **Licensure and Certification.** The Agency hereby represents and warrants that it has obtained and shall maintain all licenses and certifications required by OhioMHAS to render the Services throughout the term of this Agreement. The Agency shall provide the Board with copies of such licenses and certifications upon request.

6.2 **Fees and Programs.** Agency will provide the Services and Programs listed in Attachment A to eligible individuals as described in Section 4 of this Agreement.

6.2.1 Services shall be provided and supervised by eligible clinicians and supervisors who are qualified under OAC 5122-29-30.

6.2.2 Programs will be provided as specified in the Agency's FY 19 Allocation Proposal submitted to the Board and attached hereto as Attachment C. In the event that the Board did not fund a program/s proposed in Attachment C, such program/s will not be covered under this Agreement.

6.3 **Ensuring timely access to care.** Agency will ensure timely access to care. If Agency is unable to schedule clients within 30 days, Agency will provide referral options to another agency provider. Agency shall notify the Board in the event that they are unable to ensure timely access and provide detailed reasons for the delay in service.

6.4 **Sliding Fee Scale.** Agency shall implement and enforce the Board approved Sliding Fee Scale, Attachment B, for all Services provided under this Agreement, excluding grant-funded services under Title XX of the Social Security Act (Block Grant to States for Social Services).

6.4.1 **Hardship.** If the Agency is aware of circumstances rendering a client unable to meet payment requirements as indicated by the Sliding Fee Scale, Agency shall request a hardship consideration using the guidance and form provided in Attachment E

6.5 **Billing and Claims Submission.** As set forth in Section 13 of this Agreement, the Agency will invoice the Board for cost reimbursement services and submit Fee for Service claims via the GOSH claims payment system.

6.6 **Documentation.** Agency will submit via GOSH enrollment and claims data for Clients and Board Eligible Claims. In addition, Agency must submit written documentation from a Third-Party Payor, including Medicaid, indicating denial of claim, refusal to pay a claim in total or in part, or ineligibility for Medicaid coverage as evidenced by a denial as "over income".

6.7 **Third-Party Liability Recovery.** Agency shall ensure that third party resources pay prior to the Board subsidy program. When Agency determines that a Client has an available Third-Party Payor, Agency shall bill that Third Party Payor prior to billing the Board.

6.7.1 Agency shall establish and implement appropriate procedures and shall use reasonable and diligent efforts to recover payment for Services from Third-Party Payors. The Board is not responsible to pay the Agency's unpaid bill or uncompensated cost after payment by a Third-Party Payor.

6.7.2 If a Third-Party Payor has been identified, Agency shall not submit claims for payment to GOSH unless Third-Party Payors verify non-coverage or seventy (70) days after billing if the Third-Party Payor fails to respond, whichever occurs first.

- 6.7.3 Limited Circumstances. If a Third-Party Payor has been identified, but a Client's deductible requirements represent an economic barrier to accessing needed Services, the Agency may request the Board to consider partial payment of the claim. The Agency shall complete the Board-required "Hardship Form" and submit such documentation via GOSH.
- 6.8 Records, Access and Maintenance.
- 6.8.1 Agency shall maintain complete and accurate accounting records, in a form and in accordance with generally accepted accounting principles.
- 6.8.2 Agency shall maintain complete and accurate clinical records to document that Services are provided in accordance with OhioMHAS licensure and certification requirements and the terms of this Agreement. Agency shall retain such records for a period of seven (7) years from the date of final payment for Services rendered during the term of this Agreement or until any audits are completed, whichever is longer.
- 6.8.3 Agency shall maintain records relating to any questioned costs, audit disallowance, litigation or dispute between the Board and the Agency until the resolution of said question, disallowance, or dispute.
- 6.9 Reportable Incidents and Investigations.
- 6.9.1 Agency shall ensure that all Reportable Incidents are reported to the Board and OhioMHAS, in writing, within twenty-four (24) hours of discovery of the Reportable Incident, excluding weekends and holidays.
- 6.9.2 Agency shall investigate all Reportable Incidents and take appropriate action in response to the Reportable Incidents.
- 6.9.3 Agency shall cooperate in Board-initiated investigations of Reportable Incidents involving allegations of abuse and neglect of Clients. Agency shall also cooperate in implementing corrective action.
- 6.10 Reporting Obligations. Agency shall timely submit to the Board the reports required by applicable federal and state laws and identified in Attachment D. In meeting its reporting obligations, Agency shall comply with federal and state laws governing the confidentiality of client information.
- 6.10.1 Agency shall report data required by OhioMHAS and in accord with the procedures required by OhioMHAS.
- 6.10.2 Performance Improvement. Agency shall implement the performance improvement measures required by OAC §5122-28-03.
- 6.10.3 Penalty for Late Submission.

6.10.3.1 Monthly reports are due on the 15th day of the ensuing month. Quarterly reports are due: for the reporting period ending in September, on October 15; for the reporting period ending in December, on January 15; for the reporting period ending March, on April 15; for the reporting period ending in June, on July 15. Annual reports are due on July 15.

6.10.3.2 Failure to file complete and accurate reports fifteen (15) days after the due date may result in penalties equal to \$1,000 per report per reporting period.

6.11 Audits and Inspections.

6.11.1 Board's Right to Audit. The Agency shall make available to the Board and to appropriate state agencies and officials all of the Agency's records with respect to matters covered by this Agreement including, but not limited to, records pertaining to services and programs, personnel records and conditions of employment. The Agency shall permit the Board to audit, examine and make excerpts or transcripts from such records.

6.11.2 Audit Finding. Any audit findings will be the sole responsibility of the Agency. The Agency will receive, reply to and/or comply with any audit exception by appropriate federal, state or local audit related to the provisions of this Agreement. The Agency recognizes and agrees that as a result of such audit or inspection of Agency's records, the Board may withhold any money due or recover through any appropriate method any money erroneously paid under this Agreement. The Agency agrees to repay the Board any and all funds received as a result of duplicate or erroneous billings, false or deceptive claims.

6.11.3 Annual Financial and Compliance Audits.

6.11.3.1 Independent Financial Audit. Agency shall select and retain an independent auditor to perform an annual independent financial audit according to the standards of the American Institute of Certified Public Accountants ("AICPA"). The Board agrees to accept a fiscal audit report prepared by Agency's independent auditor, in accordance with the requirements of ORC. §340.03(A)(6) and Chapter 117 of the OAC and the Financial and Compliance Audit Guidelines issued by OhioMHAS.

6.11.3.2 Fiscal Audit Report. Agency shall submit one complete copy of the independent auditor's fiscal audit report to the Board within one hundred twenty (120) days after the close of the state fiscal year. Pursuant to prior written approval and for good cause, the Board may extend the time period for submission of the report.

6.11.3.3 Corrective Action Plan ("CAP"). If Agency's financial and compliance audit contains a qualified opinion, the Agency is required to

provide the Board with a CAP addressing those findings within thirty (30) days after submission of the audit report. Any CAP should adhere to the format and content requirements contained in the "Financial and Compliance Audit Guidelines" published by OhioMHAS and any dispute regarding the CAP shall be resolved in accordance with those guidelines.

6.11.3.4 Annual Independent Peer Review for OhioMHAS Funded Services. If required by OhioMHAS, Agency shall conduct independent peer review in accordance with the OhioMHAS Guidance Manual.

6.11.4 Utilization Review. Utilizing the data from the GOSH Claims and Utilization data, the Board will, on an annual basis, conduct utilization reviews of claims for Services. The Board reserves the right to require claims corrections in GOSH to reconcile any over-payments, duplicate billings or erroneous claims based on this utilization review.

6.12 Client Outcomes Measurement. Agency will work with the Board to develop outcomes data collection information that will address the National Outcomes Measurement System domains identified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

6.13 Quarterly Meetings. Agency will meet with the Board on a quarterly basis as set forth in Attachment D. Agency shall designate at least two (2) representatives to attend the meeting--its Finance Director or designee and a program manager well versed in the agency's programs and outcomes.

6.14 Acknowledgment of Board Funding. For services funded by the Board pursuant to this Agreement, Agency shall acknowledge in its marketing materials and letterhead that Agency is a contract agency of the Board.

7. Duties and Obligations of the Board.

7.1 Method and Amount of Payment. Subject to Section 8, the Board shall pay Agency for every valid Board-Eligible Claim according to MACSIS guidelines, GOSH procedures, the sliding fee scale in Attachment B, and the procedure set forth in Section 13 up to the total Board allocation, as listed in Attachment A.

7.1.1 The Board shall fully or partially reimburse Agency for cost of Services according to the agreed upon Usual and Customary Rates as listed in Attachment A and the Sliding Fee Scale contained on the Attachment B.

7.1.2 Upon request by the Agency, the Board may partially pay a claim if the Client's deductible requirements represent an economic barrier to accessing needed Contracted Services.

7.2 Quarterly Meetings. The Board will meet with the Agency on a quarterly basis as set forth in Attachment D. The Board shall designate at least two (2) representatives to

attend the meeting--its Finance Director and Executive Director or their respective designees.

8. Funding.

8.1 The total maximum amount payable to Agency under this Agreement shall not exceed ~~Eight Hundred Ninety-Six Thousand, Seven Hundred Seventy-Six Dollars (\$896,776)~~.

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8.2 Source of funding. Intended source of funds to be paid to the Agency will be noted on the Attachment A. Due to the fact that additional funding from State and Federal sources becomes available throughout the term of the contract the exact amount and source of funds is not certain at the time of writing this agreement. Award letters will be sent to the Agency to clarify any new source of funds. Additionally, updated Award letters will be sent at the conclusion of the Fiscal Year to include the actual amount of funds expended and the source of those funds.

8.3 Grant funding. The Board no longer provides grant funding as a general practice. All funding is either Fee for Service or cost reimbursement. In some situations, funds may be provided on a 1/12th basis, which will be reconciled against actual expenditures during the closeout period for the FY 20 Fiscal Year (July 1 through September 30, 2020).

8.4 Funding Reduction. If the Board anticipates or experiences a reduction in funding, it may prospectively reduce unused budget allocations and give Agency prior written notice of the reduction in funding. The Board will take all measures it deems reasonably necessary and feasible to mitigate the reduced funding's impact on the Agency. In the event that funds for one or more services are eliminated, Agency shall provide the Board with a transition plan. Agency shall continue to provide necessary Services to clients until the Agency has arranged for alternative Services or for a period of thirty (30) days after receipt of the notice, whichever period is shorter. The Board shall assist in locating appropriate Services for the Clients and shall pay for the Services actually provided by Agency during such period, pursuant to the terms of this Agreement.

8.5 The Board may add new service codes and associated rates and shall notify the Agency in writing of any new codes and rates relevant to this Agreement.

8.6 Requests for Budget and Rate Revisions. Budget and/or rate revisions must be requested by the Agency and approved by the Board. The Agency must use forms approved by the Board's Executive Director. Upon request from the Board, and in accordance with applicable law, Agency shall submit documentation related to its budget or rate revision request. Agency and the Board shall work cooperatively to promptly process requests for budget and/or rate revisions.

8.7 Reallocations within Approved Budget. Board may reallocate unused Board funds within its approved budget if the actual demand for Services is different from that estimated

in Attachment A. Agency agrees that it will not reallocate any Board-allocated funds without prior Board approval. Funds that are restricted in use by State or Federal law may not be reallocated.

8.8 Pharmacy Accounts. Agency may access the OhioMHAS Central Pharmacy and the Ohio Pharmacy Services Accounts to purchase and dispense certain medications to Clients who meet clinical and income eligibility criteria. Agency may utilize the Pharmacy Accounts only up to the allocation amount specified by OhioMHAS and the Board.

8.9 Claim Adjustments. The Board may process agreed-upon claims adjustment, reversals, or errors pursuant to the MACSIS and GOSH guidelines.

9. **Transfer and Termination of Services.** Agency may transfer or terminate Services being provided to any Client only if appropriate referrals and linkages have been developed and offered to the Client and one of the qualifying conditions apply:

9.1 The Client has voluntarily terminated Services;

9.2 The treatment or crisis plan has been completed;

9.3 Services from Agency are no longer clinically indicated and Agency has offered Client appropriate referrals for alternative Services;

9.4 Funding for the Client's Services is no longer available and Agency has offered Client appropriate referrals for alternative Services;

9.5 The Client has moved out of the county with intent to change residence or no longer meets the Board's eligibility criteria for services under this Agreement;

9.6 The Client refuses or fails to pay for Services in accordance with the sliding fee scale, if applicable;

9.7 Agency has determined that continued treatment of Client will create an unreasonable risk to the safety of other Clients or to members of Agency's workforce;

9.8 Agency has otherwise followed its internal procedures regarding appropriate clinical care.

10. **Independent Contactor; No Agency.**

10.1 Agency is an independent contractor. Agency is fully independent and autonomous from the Board. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.2 It is further understood that the Board does not agree to use Agency exclusively. Moreover, the Agency is free to contract for similar services to be performed for other parties while it is under contract with the Board.

10.3. From time to time, Agency may, subject to the terms and conditions set forth in this Agreement, engage employees, independent contractors, consultants, volunteer assistants or other individuals or entities (collectively, "Assistants") to aid Agency in performing Agency's duties under this Agreement. Agency may also contract with entities that will assign professional or temporary employees to Agency to serve as Agency's Assistants. Agency shall be fully and solely responsible for the supervision and payment of such Assistants and for all work performed by such Assistants. The Board has no relationship with or to such Assistants and such Assistants are not employees, agents, consultants, representatives, assistants or independent contractors of Board. They shall not be construed as public employees for purposes of the Ohio Public Employees Retirement System as set forth in Ohio Revised Code ("ORC") Chapter 145. Agency shall be solely liable and responsible to pay all required taxes and other obligations for its employees, including, but not limited to, withholdings and social security.

11. Insurance. Agency shall, at its expense, obtain the minimum insurance coverage set forth in this section and keep such insurance in effect throughout the term of this Agreement.

11.1 Comprehensive General Liability Coverage. Agency shall obtain comprehensive general liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.

11.2 Comprehensive Professional Liability Coverage. Agency shall obtain comprehensive professional liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per each claim and two million dollars (\$2,000,000.00) aggregate.

11.3 Workers' Compensation. Agency shall comply with the laws of the State of Ohio regarding workers' compensation coverage.

11.4 Automobile Liability Insurance. Agency shall obtain automobile insurance for all vehicles owned and leased by Agency which are used to transport clients receiving Services from Agency in an amount of at least one million dollars (\$1,000,000.00) combined single limit coverage.

11.5 Directors and Officers Liability Insurance. Agency shall obtain directors' and officers' liability insurance in an amount of at least one million dollars (\$1,000,000.00).

11.6 Insurance Requirements. All insurance policies required by this Agreement shall provide coverage for all claims arising from activities during the term of the policy, regardless of the date the claim is filed.

11.7 Named Insured. Agency shall name the Board as an additional named insured on its general and professional liability insurance policies.

11.8 Evidence of Insurance. Agency shall provide the Board with certificates of insurance or proof of coverage upon request. Such certificates shall include a notice of cancellation, change or amendment clause with notice to be sent to the Board at least ten (10) days prior to any such event.

12. Indemnification. Agency agrees that it will defend, indemnify and hold the Board and Wood County and their officers, employees, agents, or assigns harmless from any liabilities, claims, or demands arising out of the work performed or Services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death, economic loss, or any damage to their property due to the intentional or negligent acts of the Agency or its officers, employees, agents, or assigns. The Board and Wood County shall give timely notice and accord to the Agency the right to defend and settle all such claims.

13. Billing, Claims Processing and Payment, and Other GOSH Requirements.

13.1 Claims Submission. Agency agrees to electronically submit for payment Fee for Service claims through GOSH using the HIPAA and GOSH approved format for all Services (as specified in Attachment A of this Agreement) provided. Agency may submit the Claims on a weekly basis.

13.1.1 Enrollment. Agency shall enroll individuals seeking Services funded by this Agreement into GOSH so that the Board may use that information to determine eligibility of individuals and process claims for payment. During the enrollment process, Agency shall take all steps reasonably necessary to collect and submit to GOSH documentation demonstrating personally identifiable information such as identity, proof of residency, and income verification. This documentation must be reviewed and updated at least every 6 months or when the Agency becomes aware of any changes in previously submitted information.

13.1.2 Authorizations. Agency shall take reasonable steps to ensure that clients sign all authorizations which are necessary under applicable law. Said authorizations shall conform to applicable laws and regulations, including 45 CFR Parts 160 and 164, 42 CFR Part 2 and/or OAC Sub-Chapter 5122-27.

13.1.3 Assignment of UCIs. The Board shall assign unique client identifiers ("UCIs") which will be accessible in GOSH within 5 Business days after receipt of complete enrollment information. The Board shall process claims in a timely manner.

13.2 Remittance Advice. The Board shall make available an Electronic Remittance Advice (ERA) via the GOSH System.

13.3 Adjudication; Payment. Any payment from Medicaid is deemed payment in full. Unless otherwise authorized by law, Agency shall submit Board Eligible Claims to the Board via GOSH within 365 days from the date the Service was provided, and the Board

shall pay Agency for all valid claims. All payments through GOSH shall be disbursed within thirty (30) days after the ERA is created.

13.3.1 Correction and Resubmission of Claims. If a claim correction is necessary pursuant to utilization review or any other reason, Agency shall make the corrections pursuant to Attachment F Claims Processing – Reversals of Claims.

13.4 Cost Reimbursement. Cost Reimbursed Programs shall be invoiced monthly or quarterly as mutually agreed upon by the Parties. Invoices for cost reimbursement must be received within 30 days of the period being invoiced. Invoices shall include budget line detail and supporting documentation including, but not limited to, budget to actual reports for expenditures you are requesting to be reimbursed. Invoices submitted timely will be paid within 30 days. Failure to submit invoice within 90 days may result in non-payment unless prior arrangements are agreed upon in writing.

13.5 Claims Disputes. Any unpaid claims which Agency believes were valid, but the board determines otherwise, may be disputed by emailing the Board at wccadamhs@wccadamh.org within 30 days of denial detailed claim information and supporting reasons why claim should be paid. The Board will resolve all claims disputes in a timely manner. The process provided for in this sub-section is separate and distinct from Section 15.

13.6 Year End. All invoices and requests for reimbursement must be received by the Board no later than September 15, 2020. Any invoices and requests for reimbursement submitted after September 15, 2020 will not be paid.

14. 120-Day Notice.

14.1 If either Party proposes not to renew this Agreement or proposes a substantial change/s in contract terms, the other party shall be given written notice at least one hundred twenty (120) days before the expiration date of the contract, in accordance with R.C. 340.036(D) and OAC 5122:2-1-06. For purposes of this Agreement, a “substantial change” shall include, but not be limited to: at least a 10% decrease in funding; termination of funding for any of the Services that Agency has been providing in accordance with this Agreement; or other changes regarding the amount, scope, duration of Services or requirements related to the Services.

14.2 The 120-day Notice shall include the following information:

14.2.1 Summary of the nature and approximate scope of the proposed changes to the Agreement;

14.2.2 Reasons for the proposed changes to the Agreement or non-renewal of the Agreement;

14.2.3 Estimate of the financial impact of the proposed changes to the Agreement, if relevant.

14.3 During the first sixty (60) days of the 120-day Notice period, both Parties shall attempt to resolve any dispute through good faith negotiations in order to continue to provide services to Clients. If the dispute has not been resolved within sixty (60) days before the expiration date of the Agreement, either Party may notify the OhioMHAS of the unresolved dispute. If the Director(s) require/s both Parties to submit the dispute to a third party, the cost shall be shared equally by the Board and the Agency.

15. Dispute Resolution.

15.1 Notice of Dispute. Except as otherwise provided in Sections 13.5 and 14, in the event of any dispute, claim, question, or disagreement arising from, or relating to this Agreement or breach thereof, the Party complaining of a dispute shall promptly provide written notice of the dispute to the other Party. In the event that the dispute involves another Agency or facility which is not a Party to this Agreement, the notice shall include information on the other Agency or facility and shall be served on such Agency or facility in addition to the Parties to this Agreement.

15.2 Best Efforts and Good Faith. Within 60 days of the delivery of the notice of dispute, the Parties shall meet at least once to attempt in good faith to negotiate a resolution of the dispute. The parties shall use their best efforts (including the participation of a member of each of their Boards of Directors as necessary) to settle such dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Either Party may require the other Party to convene a meeting of the Board of the other Party to review the dispute.

15.3 Mediation through OhioMHAS. If the Parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to OhioMHAS, based on the area of dispute of primary funding source, for further proceedings pursuant to OAC 5122:2-1-06.

15.3.1 Any decision of OhioMHAS shall be non-binding.

15.3.2 The decision by OhioMHAS shall be presented to the Board and the Agency and shall be made a part of the record of any further proceedings, regardless of forum.

15.3.3 If either Party rejects the decision of OhioMHAS, such Party shall provide written reasons, which shall also be a part of the record of any further proceedings, regardless of forum.

15.4 At the conclusion of the review by OhioMHAS, the Board shall make the final decision which is subject to review under ORC Chapter 2506.

15.4.1 Proceedings shall meet due process requirements under Chapter 2506 of the Ohio Revised Code and the Board shall make a record.

15.4.2 Hearing and decision shall be complete not later than 60 days from date of decision by OhioMHAS.

15.5 Nothing in this section shall be construed as limiting the rights of the Parties to any other available legal remedies.

15.6 Status quo shall be maintained throughout any dispute resolution process.

16. Termination.

16.1 Termination for Cause. Either Party may terminate this Agreement if there is a material breach of any of the provisions hereof by the other party. Upon discovery of any such material breach of this Agreement, the non-breaching Party shall notify the breaching Party in writing of its desire to terminate this Agreement and shall include in such notice the specific nature of the default on which termination is being effected. If the breaching Party fails to cure the breach within 30 days after notice, then this Agreement shall terminate on the 31st day following the date of such notice; provided, that in the event that such breach can be cured and good faith efforts to cure have been commenced but not completed within 30 days after such notice, then this Agreement shall not terminate prior to such cure unless the breaching party fails diligently to pursue the cure to completion or fails to complete such cure within a total cure period of 90 days; and, provided, further, that in the event of an unresolved dispute between the parties as to whether a material breach exists or with respect to the cure of such material breach, either Party may submit such dispute for dispute resolution pursuant to Section 15 and the Agreement shall not terminate (based on the notice of breach then at issue pursuant to this Section) unless and until the procedures set forth in Section 15 result in a ruling that such a material breach exists that has not been cured.

16.2 Termination for Convenience. Either Party may terminate this Agreement upon a 30-day written notice and subject to Section 16.3, Continuation of Services, if any Service to a Client is to be terminated.

16.3 Continuation of Services.

16.3.1 In the event that any service provided under this Agency is to be terminated, the Board shall provide Agency notice of such proposed termination. The Agency shall continue to provide such service until the Agency has arranged for alternative services or until a period of 90 days after the date of such notice, whichever period is shorter. The Board shall pay for services actually provided by the Agency during the 90-day period, to the extent that the Board has available funds.

16.3.2 The Agency shall ensure continuity of care for all clients, including, but not limited to: (1) transfer of records to the extent requested and permitted by the Client and permitted under applicable law; (2) all steps reasonably required ensuring full transfer of services to the new agency.

16.3.3 Staff from the Agency may continue care after transfer when practical, not clinically contraindicated, and approved by the Board.

17. Amendments.

17.1 Automatic Amendment. Nothing in this Agreement shall limit the rights of Parties otherwise provided under Federal or State law; and in the event that any of the terms of this Agreement are in conflict with any Federal or State statute or rule, this Agreement shall be automatically amended to conform to such statute or rule.

17.2 Amendments by Agreement. This Agreement may be amended, modified, or extended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement. All requests for program or contract modifications shall be submitted in writing to the Board's Executive Director.

18. Assignment; Subcontract. Agency shall not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Agency shall notify the Board if it enters into a subcontract with any third party for the performance of any Services pursuant to this Agreement.

19. Non Discrimination.

19.1 In Employment. It is understood and agreed that, in compliance with the provisions of Ohio Revised Code Section 125.111, Agency or any person acting on behalf of the Agency shall not (A) in the hiring of employees for the performance of work under this Agreement or any subcontract, discriminate by reason of race, color, religion, sex, handicap, age, military status, national origin or ancestry discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, ; and (B) in any manner discriminate against or intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, military status, and national origin or ancestry.

19.2 In Provision of Services. Agency shall not deny available Services to individuals eligible for Services under this Agreement on the basis of religion, race, ethnicity, creed, sexual orientation, color, sex, gender, national origin, age, physical or mental handicap, developmental disability, HIV infection or AIDS, or inability to pay. However, the prohibition on denial of Services to individuals based upon inability to pay shall not be construed to require Agency to provide uncompensated care.

20. Americans With Disabilities Act/Accessibility of Facilities and Services. The Agency agrees as a condition of the Agreement to comply with The Americans With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable DOL and or HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

21. Drug-Free Workplace. Agency certifies and affirms that Agency will comply with all applicable state and federal laws, including but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. Agency will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on state, county, or private property will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

22. Conflict of Interest. No personnel of the Agency or any subcontractor of the Agency, no member of the governing body of any locality, and no other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, who exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of such work, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to carrying out said work. Any such person, who prior to the execution of this Agreement acquires any such incompatible or conflicting personal interest, or after the effective date of this agreement involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his interest to the Board in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Board shall determine that, in the light of the personal interest disclosed his participation in any such action would not be contrary to the public interest.

23. Child Support Clause. The Agency declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Wood County Board of County Commissioners' Resolution No. 92-2041.

24. Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

25. Debarment and Suspension. The Board may not contract with agencies on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Order 12549 and 12689. By signing this Agreement, Agency warrants that Agency is excluded from the List and will immediately notify the Board if Agency is added to the List at any time during the life of this Agreement. Upon receipt of notice, the Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify the Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

26. Debt Check Provision. Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state

funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Agency warrants that a finding for recovery has not been issued to Agency by the Ohio Auditor of State. Agency further warrants that Agency shall notify the Board within one (1) business day should a finding for recovery occur during the Agreement term.

27. Lobbying. Agency warrants that during the life of this Agreement, Agency has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Agency further warrants that Agency will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

28. No Waiver. No waiver by either Party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or as a waiver of any breach of any other provision of the Agreement. The failure of either Party at any time to require performance of any provision of this Agreement shall in no manner affect such Party's right to enforce the same at a later time.

29. Remedies. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

30. No Third Party Right. The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

31. Applicable Law; Jurisdiction; Venue. This Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Ohio. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of Ohio in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement. Venue for any cause of action arising under or by reason of this Agreement shall be in Wood County, Ohio.

32. Notice. Any notice required pursuant to this Agreement shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the notice is addressed; (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (iv) three (3) calendar days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid or any other means of

rapid mail delivery for which a receipt is available. Notices shall be sent to the Parties at the addresses set forth below:

To ADAMHS Board:

745 Haskins Road, Suite H
Bowling Green, Ohio 43402
Attention: Executive Director
Telephone: 419-352-8475
Facsimile: 419-352-3349

To Wood County Educational Services Center:

1867 North Research Drive
Bowling Green, Ohio 43402
Attention: Mark North, Superintendent
Telephone: 419-354-9010
Facsimile: 419-354-1146

33. Contacts. It is imperative that the Agency keeps the Board apprised of any changes in contacts for administration, program and fiscal management and monitoring. Should the contact person/s change or leave the Agency, the Agency will notify the Board of the change and provide an alternate contact/s.

34. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

35. Notice of Claims. Each Party shall promptly inform the other Party of any information related to the provision of Services by Agency, which could reasonably lead to a claim, demand or liability of or against the other Party by any third party.

36. Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

37. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

38. Entire Agreement. This Agreement, along with the Schedules, Exhibits, and Attachments attached hereto and incorporated by reference herein, sets forth the entire agreement and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition, other provision, policy guideline or directive which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered

by the other Party in any correspondence, document, or other communication unless the Party to be bound thereby specifically agrees to such provision in writing.

In the event that any provision contained within a Schedule or Attachment to this Agreement conflicts with a provision of the Agreement, the Agreement shall take precedence and control.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

Wood County Alcohol, Drug Addiction and Mental Health Services Board

By: Amee Coe 5-31-2019
Amee Coe, Interim Executive Director Date

By: Doug F. Cubberley 6/4/19
Doug F. Cubberley, Board Chair Date

Wood County Educational Services Center

By: Mark J. Hill 6/28/19
Superintendent Date

By: Kathy Lewis 6/28/19
Governing Board President Date

By: James H. Jansburg 6/28/19
Treasurer/CFO Date

Template Approved as to form with signature on file by:

Paul A. Dobson, Wood County Prosecuting Attorney

May 2019

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253⁴401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$896,776.00.

Matthew Oestreich 5/30/19
Matthew Oestreich, Wood County Auditor Date

889,231

CFDA # 17.259 Resolution # _____
FAIN # AA321861855A39
Date of Federal Award July 1, 2018

CONTRACT BETWEEN WOOD COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND WOOD COUNTY EDUCATIONAL SERVICES CENTER FOR THE PURCHASE OF CCMEP WIOA SERVICES

THIS CONTRACT is made and entered into this ____ day of _____, 2019, by and between the Wood County Department of Job and Family Services, located at 1928 E. Gypsy Lane Road, Bowling Green, Ohio, hereinafter referred to as "WCDJFS" and Wood County Educational Services, hereinafter referred to as "Contractor", doing business at 1867 Research Dr., Bowling Green, Ohio 43402.

WHEREAS, pursuant to Ohio Administrative Code ("OAC") rule 5101:9-5-01, WCDJFS may purchase services and expend funds related to the WIOA CCMEP program; and

WHEREAS, pursuant to 20 C.F.R. 679.370(l)(1), it is the responsibility of the local Workforce Development Board, in this case WCDJFS, to select the contractors of youth workforce investment activities; and

WHEREAS, on April 25, 2018, the Board of Wood County Commissioners let a Request for Proposals ("RFP") requesting qualified contractors to submit bid proposals for WIOA CCMEP services by May 25, 2018; and

WHEREAS, WCDJFS has determined that Contractor submitted the lowest and best proposal for the WIOA CCMEP services; and

WHEREAS, the RFP provides that the initial term of the Contract shall be for a period of one year and that at the option of WCDJFS, the Contract may be renewed for two (2) additional, one (1) year terms, without further competitive procurement; and

WHEREAS, WCDJFS and Contractor will complete the initial term of the Contract on June 30, 2019; and

WHEREAS WCDJFS and Contractor desire to enter into a contract setting forth the responsibilities of each party for the first of the two additional one-year terms; and

NOW THEREFORE, the parties hereto, each in consideration of mutual promises and obligations assumed herein by the other, agree as follows:

ARTICLE 1. CONTRACTOR’S RESPONSIBILITIES

Contractor agrees to:

- a. Provide the services in accordance with the terms and conditions set forth in this Contract, which shall include Exhibit “A” – Scope of Work, Exhibit “B” – Request for Proposals/Specifications and Exhibit “C” – Contractor’s Proposal. The Exhibits shall be incorporated into this Contract by reference as if fully rewritten herein.
- b. Submit monthly invoices to WCDJFS in accordance with Article 7 – Billing.
- c. Ensure that all Work Experience and Supportive Services information is correctly added to the Ohio’s Workforce Case Management System (OWCMS) system prior to invoice submission in order for WCDJFS to process invoices timely.
- d. Maintain active communication with WCDJFS staff regarding the CCMEP WIOA program.

ARTICLE 2. WCDJFS’ RESPONSIBILITIES

WCDJFS agrees to:

- a. Notify Contractor of needed and planned CCMEP WIOA services.
- b. Provide timely payment for invoiced services.
- c. Notify Contractor of additional needed CCMEP WIOA services.

ARTICLE 3. TERM

This Contract will be effective from July 1, 2019 through June 30, 2020, unless otherwise terminated or extended by formal amendment.

ARTICLE 4. ORDER OF PRECEDENCE

This Contract and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Contract irreconcilably conflicts with an Exhibit, this Contract takes precedence over the Exhibits. In the event there is an inconsistency between the Exhibits, the inconsistency will be resolved in the following order:

- a. Exhibit “A” – Scope of Work;
- b. Exhibit “B” – Request for Proposals/Specifications;
- c. Exhibit “C” – Contractor’s Proposal.

ARTICLE 5. COMPENSATION

WCDJFS agrees to pay Contractor Three Hundred Seventy-Seven Thousand Nine Hundred Seventy-Eight Dollars (\$377,978.00) for the agreed upon services. The total amount of this Contract shall not exceed (\$377,978.00).

ARTICLE 6. AVAILABILITY OF FUNDS

This Contract is conditioned upon the availability of federal, state or local funds that are appropriated or allocated for payment of this Contract. If funds are not allocated and available for the payment of this Contract, WCDJFS may terminate the Contract at the end of the period for which funds are available. No penalty shall accrue to WCDJFS in the event this provision is exercised and WCDJFS shall not be obligated or liable for any future payments due or for any damage as a result of termination under this article.

ARTICLE 7. BILLING

By the 10th calendar day of each month following the month of service, Contractor shall send an invoice to WCDJFS. Contractor shall make all reasonable efforts to include all service provided during the service month on the invoice. Separate invoices must be provided for each service month. All invoices must include the following information:

- a. Contractor's name, mailing address, remittance address, and telephone number;
- b. Unique invoice number;
- d. The number of Units of Service supplied by Contractor multiplied by the Unit Rate for such Service;
- e. Invoice date and service dates;
- f. Consumer's name;
- g. Invoice must be original;
- h. Must have total to be paid listed on the invoice; and
- i. Must have both the Contractor's and JFS Program Person's, original signature on the invoice.

The following items are not acceptable on invoices:

- a. White out is not allowed anywhere on an invoice;
- b. Stamped signatures – all signatures must be original; and
- c. Faxed or copied invoices.

WCDJFS shall not pay for any service if: a) the invoice for such Service is submitted to WCDJFS more than forty-five (45) calendar days from the end of the service month in which the service was performed; unless timely issuance of authorizations does not permit Contractor the ability to submit the invoice timely. It is the responsibility of the Contractor to request special consideration and documentation with its invoice if authorizations were not submitted timely by WCDJFS, or b) the invoice is incomplete or inaccurate and the Contractor fails to correct or complete such invoice during the forty-five (45) day period beginning at the end of the service month in which the service was performed. Contractor will not be granted an extension of time to correct timely, but incomplete or inaccurate invoices. For accurate invoices received timely and in accordance with the terms of this Contract, WCDJFS will authorize payment within sixty (60) days after receipt of the invoice. WCDJFS will only pay for those services authorized under this Contract. It is understood that WCDJFS has no control over when the Wood County Auditor issues payment on authorized invoices.

ARTICLE 8. MONITORING

WCDJFS will monitor the manner in which the terms of the Contract are being carried out in accordance with the WCDJFS Monitoring Policy for the specified Contract.

Contractor will monitor any subcontracts, according to federal, state and local rules and regulations. Contractor will complete a report for both fiscal and programmatic components of monitoring. Said report shall be maintained for viewing by WCDJFS upon request. Contractor shall notify WCDJFS ten (10) working days in advance of the scheduled date of the monitoring visit.

ARTICLE 9. DISPUTE RESOLUTION

In the event the Contractor desires clarification or explanation of, or disagrees with, any matter concerning the operation of the project in relationship to the Contract, or the interpretation or application of any and all federal or state statutes, rules, regulations, laws or ordinances, the matter must be submitted in writing to WCDJFS within thirty (30) days. After review and consultation with Contractor, WCDJFS shall decide the matter. If the dispute cannot be resolved, and/or the Contractor has failed to comply materially with the terms and conditions of this Contract, then WCDJFS may institute procedures for termination.

ARTICLE 10. TERMINATION

This Contract may be terminated for convenience or for cause.

- a. Termination for Convenience. This Contract may be terminated for any reason upon WCDJFS providing written notice to Contractor thirty (30) calendar days prior to the effective date of termination.
- b. Termination for Cause. If WCDJFS determines that Contractor has failed to perform satisfactorily any requirements of this Contract, or if Contractor is in violation of a specific provision of this Contract, or upon just cause, the WCDJFS may: (1) Terminate the Contract after providing Contractor with written notice, of its failure to perform satisfactorily any requirement of the Contract, (the "Notice") which shall provide Contractor with a thirty (30) day period to cure any and all defaults under this Contract; or (2) Immediately terminate the Contract.

During the thirty (30) day remedy period, the Contractor shall incur only those obligations or expenditures which are necessary to enable the Contractor to continue its operation and achieve compliance within the thirty (30) days.

ARTICLE 11. EFFECTS OF TERMINATION

Contractor, upon receipt of notice of termination, agrees to take all necessary or appropriate steps to limit disbursements and minimize costs and furnish a report, as of the date of receipt of notice of termination, describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom and any other matters as WCDJFS may

require. Within sixty (60) days after termination of this Contract, the Contractor shall surrender all reports, documents, unused funds, and other materials assembled and prepared pursuant to this Contract.

Upon termination of this Contract, Contractor shall be compensated for any invoices that have been issued in accordance with this Contract for services satisfactorily performed in accordance with the terms and conditions of this Contract up to the date of termination. In addition, WCDJFS shall receive credit for reimbursement made, as of the date of termination, when determining any amount owed to Contractor.

Contractor shall not be relieved of liability to WCDJFS for damages sustained by WCDJFS by virtue of any breach of contract by Contractor. WCDJFS may withhold any compensation to Contractor for the purpose of off-set until such time as the amount of damages due WCDJFS from Contractor is agreed upon or otherwise determined.

ARTICLE 12. BREACH OR DEFAULT

Upon breach or default by Contractor of any of the provisions, obligations or duties embodied in this Contract, WCDJFS may exercise all administrative, contractual, equitable or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and WCDJFS retains the right to exercise all remedies hereinabove mentioned.

If WCDJFS or Contractor fails to perform an obligation or obligations under this Contract and thereafter such failure is waived by the other party, such waiver shall be limited to the particular failure so waived and shall not be deemed to waive other failures hereunder. Waiver by WCDJFS shall not be effective unless it is in writing and signed by WCDJFS.

ARTICLE 13. TRANSITION PLAN

A Transition Plan to be used in the event of termination or expiration of this Contract may be incorporated at any time following the notice of termination or within three (3) months of the expiration of the contract if the contract is not expected to be renewed. The goals of the Transition Plan are to: a) ensure continuity of care; b) not disrupt care unnecessarily; and c) ensure the safety of consumers and their families. The parties agree that each shall provide reasonable cooperation in the transitioning of responsibilities to any other person or entity selected by WCDJFS to assume administration of such responsibilities. To ensure continuity of services to consumers and families, the Transition Plan, at a minimum, includes the following schedule:

- a. Consumer records will be provided to WCDJFS thirty (30) days prior to the termination date of the Contract;
- b. A monthly Service Authorization report will be provided to WCDJFS or designee until the termination date of the Contract; and
- c. "Data dump" to WCDJFS of all consumer data from Contractor's electronic systems will occur within thirty (30) days after the termination date of the Contract.

WCDJFS reserves the right to waive any of the above Transition Plan requirements and dates at its sole discretion.

ARTICLE 14. RECORDS, ACCESS AND MAINTENANCE

The Contractor shall establish and maintain for at least three (3) years, or as otherwise provided by any minimum retention requirement specified by State or Federal law if longer than three (3) years, from the termination of this Contract such records as are required by the WCDJFS. These records include, but are not limited to, required fiscal records. The parties further agree that records required by the WCDJFS with respect to any questioned costs, audit disallowance, litigation or dispute between the WCDJFS and the Contractor shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Contract, or if for any other reason the WCDJFS shall require a review of the records related to the project, the Contractor shall, at its own costs and expense, segregate all such records related to the project from its other records of operation. This paragraph is understood not to include clinical records but both parties agree to collaborate in securing aggregate data. The Contractor shall make available to the WCDJFS records of all procurement activities related to this Contract.

ARTICLE 15. AUDITS AND INSPECTIONS

At any time during normal business hours and as often as the WCDJFS may deem necessary and in such a manner as not to interfere with the normal business operations, the Contractor shall make available to the WCDJFS, for examination, and to appropriate state and federal agencies or officials, all of its records with respect to matters covered by this Contract including, but not limited to, records of personnel and conditions of employment and shall permit the WCDJFS to audit, examine and make excerpts or transcripts from such records. The Contractor agrees to accept responsibility for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provisions of this Contract. Contractor agrees to repay WCDJFS the full amount of payment received for duplicate billings, erroneous billings, or false or deceptive claims. Any audit findings will be the sole responsibility of the Contractor.

The Contractor recognizes and agrees that WCDJFS may withhold any money due and recover through any appropriate method, any money erroneously paid under this Contract, if evidence exists of less than full compliance with this Contract. If repayments are not made according to the agreed-upon terms, future checks will be held until the repayment of funds is current. Checks held more than sixty (60) days will be canceled and will not be re-issued.

ARTICLE 16. CONFIDENTIALITY

Contractor agrees to comply with all federal and state laws applicable to WCDJFS and/or consumers of WCDJFS, and to the Contractor, concerning the confidentiality of said consumers, including applicable medical record laws.

Contractor understands and agrees that access to the identities of any WCDJFS consumers shall only be for the purpose of performing its responsibilities under this Contract. Contractor agrees that the use or disclosures of any information concerning WCDJFS consumers by any party associated with the Contractor for any purpose not directly related to the administration and the provisions of this Contract is strictly prohibited. The Contractor will ensure that all consumer documentation is protected and maintained in a secure and safe manner, whether located in

Contractor's office or taken out of the Contractor's office. Contractor agrees that any data made available to Contractor by WCDJFS shall be returned to WCDJFS not later than 90 days following termination of the Contract and shall certify that no copies of source data were retained by Contractor. Contractor hereby agrees to current and ongoing compliance with 42 USC Sections 1320d through 1320d-8 and the implementing regulations found at 45 C.F.R. Section 164.502 (e) and Section 164.504 (e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

ARTICLE 17. PUBLIC RECORDS

This Contract is a matter of public record under the Ohio public records law. By entering into this Contract, Contractor acknowledges and understands that records maintained by Contractor pursuant to this Contract may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, WCDJFS shall make available the Contract and all public records generated as a result of this Contract. Contractor shall take all necessary steps to properly identify records that qualify as trade secrets under Ohio law, however, if there is a dispute as to whether a record is subject to disclosure, WCDJFS shall make the final determination as to whether the record must be released.

ARTICLE 18. PROPERTY OF WOOD COUNTY

Any deliverable provided or produced by Contractor under this Contract or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of WCDJFS which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Contractor will not obtain copyright, patent, or other proprietary protection for the Deliverables. Contractor will not include in any deliverable any copyrighted matter, unless the copyright owner give prior written approval for WCDJFS and Contractor to use such copyrighted matter in the manner provided herein. Contractor agrees that all deliverables will be made freely available to the general public unless WCDJFS determines that, pursuant to state or federal law, such materials are confidential or otherwise exempted from disclosure.

The deliverable(s) and any item(s) provided or produced pursuant to this Contract (collectively "Deliverables") shall be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. WCDJFS is and shall be deemed the sole author of the Deliverable(s) and sole owner of all rights therein. If any portion of the Deliverable(s) is/are deemed not to be a "work made for hire," or if there are any rights in the Deliverable(s) not so conveyed to WCDJFS, then Contractor agrees to and by executing this Agreement hereby does assign to WCDJFS, all worldwide rights, title and interest in and to the Deliverables. WCDJFS acknowledges that its sole ownership of the Deliverable(s) under this Contract does not affect Contractor's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Contractor prior to or as a result of this Contract or that are generally known and available.

ARTICLE 19. INDEPENDENT CONTRACTOR

It is hereby agreed by and between the parties that the relationship between the parties shall be that of an independent contractor and that no employer-employee or agent-principal relationship is created by this Contract. WCDJFS is interested in the results achieved and the conduct and control of the work will lie solely with the Contractor. The Contractor is not entitled to any of the benefits the WCDJFS provides its employees. It is further understood that the WCDJFS does not agree to use Contractor exclusively. Contractor is free to contract for similar services to be performed for other parties while he is under Contract with the WCDJFS. Contractor shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and social security.

ARTICLE 20. OPERS CLAUSE

Contractor certifies that all individuals employed by Contractor who provide personal services to WCDJFS under this Contract are not and shall not be considered public employees of WCDJFS entitled to participate in the Ohio Public Employees Retirement System as described in Chapter 145 of the Ohio Revised Code.

ARTICLE 21. LIABILITY INSURANCE; WORKERS' COMPENSATION

The Contractor will procure and maintain at its own cost for the duration of this Agreement the following insurance:

- A. Commercial General Liability Insurance policy in the amount of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate.
- B. Business Auto Liability Insurance policy in the amount of at least \$1,000,000.00 combined single limit, on all owned, non-owned, leased and hired automobiles.
- C. Professional Liability (errors and omissions) insurance of at least \$1,000,000.00 per claim and \$2,000,000.00 in the aggregate, if applicable.
- D. Umbrella and excess liability insurance policy with limits of at least \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate, above the commercial general and professional liability, business auto primary policies.
- E. Workers' Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

The Contractor further agrees to name Wood County as an additional insured on all contracts of insurance for the duration of this Contract. **The endorsement form and the certificate of insurance shall state the following: "Wood County Commissioners, and its respective officials, employees, agents, and volunteers are endorsed as additional insured as required by Contract on the commercial general, business auto and umbrella/excess liability policies."** All certificates and endorsements must be received by the Board before work pursuant to this Contract commences.

Contractor shall ensure that all subcontractors performing work under this Contract shall comply with the insurance requirements contained herein.

ARTICLE 22. LIMITATION OF LIABILITY

Contractor agrees to accept and be responsible for the actions or omissions of its agents, officers and employees arising out of this Agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for such actions or actions or omissions onto WCDJFS. WCDJFS agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this Agreement, and nothing in this agreement shall be interpreted to place any responsibility for such actions or omissions on the Contractor.

ARTICLE 23. ETHICS

Contractor agrees that it will not promise or give to any employee of WCDJFS, Wood County, and/or any Board Member of the Wood County Board of Commissioners, anything of value that is of such character as to manifest a substantial and improper influence upon the employee or board member with respect to their duties. Contractor agrees that it will not solicit any employee of WCDJFS, Wood County, and/or any Board Member of the Wood County Board of Commissioners, to violate state ethics laws found at ORC Sections 102.03, 102.04, 2921.42 and 2921.43. Furthermore, Contractor certifies that its officers, members and employer are in compliance with ORC 102.04 and that if the Contractor is required to file a statement pursuant to ORC 102.04 (D)(2), a copy of such statement has been filed with WCDJFS in addition to any other required filings. Contractor shall ensure that each employee or agent of any contract receives a copy of Ohio Ethics Laws and be informed as to obtaining educational information on ethics, which can be found at www.ethics.ohio.gov/.

ARTICLE 24. CONFLICT OF INTEREST

No personnel of Contractor or any subcontractor of Contractor, no member of the governing body of any locality, and no other public official or employee of any such locality in which, or relating to which, the work under this Contract is being carried out, who exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of such work, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to carrying out said work. Any such person, who prior to the execution of this Contract acquires any such incompatible or conflicting personal interest, or after the effective date of this Contract involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his interest to the WCDJFS in writing. Thereafter, he shall not participate in any action affecting the work under this Contract unless the WCDJFS shall determine that, in the light of the personal interest disclosed his participation in any such action would not be contrary to the public interest.

ARTICLE 25. NONDISCRIMINATION; EQUAL EMPLOYMENT

During the performance of this Contract, Contractor shall comply with all applicable state of Ohio and federal laws, regulations, rules and orders relating to equal employment and nondiscrimination as those laws, regulations, rules and orders may be amended from time to time, including but not

limited to the following:

- a. Contractor certifies its compliance with Ohio Revised Code Section 125.111(A), which requires: (1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on Contractor's behalf, shall by reason of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates; (2) That no contractor, subcontractor, or person on his behalf shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry.
- b. Contractor certifies it is an equal opportunity employer and shall remain in compliance with state and federal civil rights and nondiscrimination laws and regulations. During the performance of this Contract, Contractor will not discriminate against any employee, contract worker, or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Such action shall include, but is not limited to: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices stating the Contractor complies with all applicable federal and state discrimination laws. Contractor will incorporate the foregoing requirements of this section in all of its contracts for any of the work prescribed in this Contract, and will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.
- c. To the extent applicable, Contractor certifies its compliance with the following:
 1. Title III, VI and Title VII of the Civil Rights Act of 1964, as amended;
 2. Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations 41 CFR Part 60;
 3. Equal Pay Act of 1962, as amended;
 4. Age Discrimination in Employment Act of 1967, as amended;
 5. Title IX of Educational Amendments of 1972;
 6. Section 504 of the Rehabilitation Act of 1973;
 7. Age Discrimination Act of 1975;
 8. Americans with Disabilities Act of 1990, as amended;
 9. Fair Housing Act, as amended;
 10. Fair Credit Reporting Act, as amended;
 11. Equal Educational Opportunities Act, as amended;
 12. Uniform Relocation Act, as amended; and
 13. Sections 122.71 and 153.59, and Chapter 4112, Revised Code.

ARTICLE 26. NONDISCRIMINATION IN THE PERFORMANCE OF SERVICES

Contractor agrees to comply with all applicable nondiscrimination requirements of Title VI of the Civil Rights Act of 1964, 42 USC Section 2000d, and any regulations promulgated thereunder. Contractor further agrees that it shall not exclude from participation in, deny the benefits of, or otherwise subject to discrimination any WCDJFS consumer in performance of this Contract on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, ancestry, disability, veteran status, age, political belief, or place of birth. Contractor agrees to comply with the requirements of OAC 5101:9-02-01 and OAC 5101:9-02-05, as applicable, including ensuring that persons with disabilities and/or limited English proficiency (LEP) can meaningfully access services.

ARTICLE 27. AMERICAN'S WITH DISABILITIES ACT/ACCESSIBILITY OF FACILITIES AND SERVICES

The Contractor agrees as a condition of the Contract to comply with The American's With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable DOL and or HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any WCDJFS found to be out of compliance with this article may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.

ARTICLE 28. DRUG-FREE WORKPLACE

Contractor certifies and affirms that Contractor will comply with all applicable state and federal laws, including but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. Contractor will make a good faith effort to ensure that all employees performing duties or responsibilities under this contract, while working on state, county, or private property will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

ARTICLE 29. CHILD SUPPORT CLAUSE

Contractor declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

ARTICLE 30. DEBT CHECK PROVISION

Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state funds, to a person or entity against who a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this Contract, Contractor warrants that a finding for recovery has not been issued to Contractor by the Ohio Auditor of State. Contractor further warrants that Contractor will notify WCDJFS within one (1) business day should a finding for recovery occur during the Contract term.

ARTICLE 31. DEBARMENT AND SUSPENSION

WCDJFS may not contract with Contractors on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs: (hereinafter known as List) in accordance with Executive Order 12549 and 12689. By signing this Contract, Contractor warrants that Contractor is excluded from the List and will immediately notify WCDJFS if Contractor is added to the List at any time during the life of this Contract. Upon receipt of notice, WCDJFS will issue a termination notice in accordance with the terms of this Contract. If Contractor fails to notify WCDJFS, WCDJFS reserves the right to immediately suspend payment and terminate the Contract.

ARTICLE 32. LOBBYING

Contractor warrants that for the duration of this Contract, Contractor has not and will not use federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal WCDJFS, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further warrants that Contractor will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any federal award. Upon receipt of notice, WCDJFS will issue a termination notice in accordance with the terms of this Contract. If Contractor fails to notify WCDJFS, WCDJFS reserves the right to immediately suspend payment and terminate the Contract.

ARTICLE 33. FAITH BASED ORGANIZATIONS

Contractor agrees it will perform the services under this Contract in compliance with Section 104 of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 in a manner that will ensure the religious freedom of consumers is not diminished and it will not discriminate against any consumer based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this Contract will be used to promote the religious character and activities of Contractor. If any consumer objects to the religious character of the organization, Contractor will immediately notify WCDJFS.

ARTICLE 34. COMPLIANCE REQUIREMENTS

Contractor agrees to comply with the following federal, state and local rules, regulations and laws, as applicable, and agrees to incorporate the applicable requirements into all contracts with its subcontractors.

- a. Copeland "Anti-Kickback" Act (40 U.S.C. 3145) as supplemented in department of labor regulations (29 CFR Part 3). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is entitled;
- b. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5). Under 40 U.S.C. 3704, each contractor must ensure that no laborer or mechanic is required to work in surroundings that are unsanitary, hazardous or dangerous;
- c. Davis-Bacon Act. Under 40 U.S.C. 3702 of the Act, each contractor must be required to

compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week;

- d. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, Executive Order 11738, and environmental protection WCDJFS regulations (40 CFR Part 15);
- e. Procurement of Recovered Materials (45 CFR Part 75.331). Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- f. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871);
- g. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Health and Human Services Awards (2 CFR 200; 45 CFR Part 75);
- h. Contractor certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative. If at any time during the contractual period Contractor becomes disqualified from conducting business in Ohio, for whatever reason, Contractor must immediately notify Board of the disqualification and immediately cease performance under the Contract.
- i. "Rights to Inventions" clause 34 C.F.R. part 401 pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this Contract.

ARTICLE 35. ASSIGNMENT AND SUBCONTRACTING

The parties expressly agree this Contract shall not be assigned by Contractor without the prior written approval of WCDJFS. Contractor may not subcontract any of the services agreed to in this Contract without the express written consent of WCDJFS. Notwithstanding any other provisions of this Contract affording Contractor an opportunity to cure a breach, Contractor agrees the assignment of any portion of this Contract or use of any subcontractor, without WCDJFS prior written consent, is grounds for WCDJFS to terminate this Contract with one (1) day prior written notice.

All subcontracts are subject to the same terms, conditions, and covenants contained within this Contract. Contractor agrees it will remain primarily liable for the provision of all services under this Contract and it will monitor any approved subcontractors to assure all requirements under this Contract, including, but not limited to reporting requirements, are being met. Contractor is responsible for making direct payment to all subcontractors for any and all services provided by such contractor.

ARTICLE 36. MODIFICATION

This Contract shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Contract.

ARTICLE 37. GOVERNING LAW; VENUE

This Contract shall be governed by the laws of the State of Ohio as to all matters, including but not limited to matters of validity, construction, effect, and performance. All actions regarding this Contract shall be forumed and venued in a court of competent subject matter jurisdiction.

ARTICLE 38. WAIVER

No act of forbearance or failure to insist on the prompt performance of the Contractor of its obligations under this Contract, either expressed or implied, shall be construed as a waiver by the WCDJFS of any of its rights hereunder. Waiver shall not be effective unless in writing.

ARTICLE 39. NOTICES

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of WCDJFS, to:

Dave Wigent, Director
Wood County Department of Job and Family Services
1928 E. Gypsy Lane Road
PO Box 679
Bowling Green, Ohio 43402

In the case of Contractor, to:

Mark North
Wood County Educational Services Center
1867 Research Drive
Bowling Green, Ohio 43402

ARTICLE 40. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Contract shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

ARTICLE 41. ENTIRE AGREEMENT

This Contract shall constitute the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral. Any alteration or modification of the terms or conditions of this Contract must be in writing and signed by the parties.

Approval of Advances from the General Fund – Upon recommendation from the Treasurer, Mr. Long moved and Mr. Smith seconded the approval of the following Advances from the General Fund:

| | | |
|-------|-------------------------------|--------------|
| From: | General Fund 001-7410-921 | \$127,066.84 |
| To: | TANF FY 2019 502-5210-9519 | \$30,398.82 |
| To: | NWOET 022-5210-9016 | \$96,668.52 |

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

Approval of Fiscal Year 2020 Temporary Appropriations – Upon recommendation of the Treasurer, Ms. Hines moved and Mr. Smith seconded the motion to approve the following Fiscal Year 2020 Temporary Appropriations:

| | |
|-------------------------|-------------|
| General Fund: | \$2,315,141 |
| Special Revenue Funds: | \$944,367 |
| Internal Service Funds: | \$159,057 |
| Agency Funds: | \$88,883 |
| Total: | \$3,507,448 |

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

Approval of Appropriation & Revenue Adjustments – Upon recommendation of the Treasurer, Mr. Smith moved and Ms. Paredes seconded the motion to approve FY'19 revenue.

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The chair declared the motion carried.

**Revenue Recap Sheet
All Fund Types
2019 - FYE**

| Fund Class / Name | Fund Number | Total Revenue |
|---|----------------|--------------------------------|
| <u>General Fund Class</u> | | |
| General | 001 | \$ 10,464,016.61 |
| <u>Special Revenue Class</u> | | |
| Public School Support | 018 | \$ 935.51 |
| Other Local Grants | 019 | \$ 1,660,729.59 |
| ECE Expansion Grant | 439 | \$ 128,000.00 |
| Ohio K-12 Network | 451 | \$ 1,800.00 |
| Miscellaneous State Grants | 499 | \$ 37,493.91 |
| Workforce Investment Act | 502 | \$ 927,691.55 |
| Title VI-B Sp Ed - Parent Mentor | 516 | \$ 25,000.00 |
| Title I | 572 | \$ 143,155.20 |
| Title VI-B Sp Ed - Preschool | 587 | \$ 23,591.42 |
| Miscellaneous Federal Grants | 599 | \$ 1,109,841.95 |
| Total Special Revenue Class: | | \$ 4,058,239.13 |
| <u>Capital Projects Funds</u> | | \$ - |
| Proprietary Fund Types | | |
| <u>Internal Service Fund Class</u> | | |
| Rotary-Internal Services | 014 | \$ 723,682.20 |
| Total Internal Service Fund Class: | | \$ 723,682.20 |
| Fiduciary Fund Types | | |
| <u>Agency Fund</u> | | |
| District Agency | 022 | \$ 373,029.37 |
| Total Agency Fund Class: | | \$ 373,029.37 |
| Total Revenue All Fund Types: | | <u>\$ 15,618,967.31</u> |

SUPERINTENDENT'S REPORTS AND RECOMMENDATIONS TO BOARD**Policies/Contracts**

Approval of Second Reading of Board Policies – Upon the recommendation of the Superintendent, Mr. Long moved and Ms. Hines seconded the second reading of the following Board Policies:

| | |
|-------|---|
| EDE | Computer/On-Line Services |
| EDE-E | Computer/Network Agreement Form (exhibit) |
| EDE-R | Computer/On-Line Services (regulation) |
| JEFB | Released Time for Religious Instruction |

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

INTENTIONALLY BLANK

COMPUTER/ON-LINE SERVICES
(Acceptable Use and Internet Safety)

Technology can greatly enhance the instructional program, as well as the efficiency of the Educational Service Center. The Governing Board recognizes that careful planning is essential to ensure the successful, equitable and cost-effective implementation of technology-based materials, equipment, systems and networks. Computers and use of the Educational Service Center network or on-line services support learning and enhance instruction, as well as assist in administration. For purposes of this policy computers include Wood County ESC owned desktop computers, laptops, tablets and other mobile computing devices.

All computers are to be used in a responsible, efficient, ethical and legal manner. Failure to adhere to this policy and the guidelines below will result in the revocation of the user's access privilege. Unacceptable uses of the computer/network include but are not limited to:

1. violating the conditions of State and Federal law dealing with students' and employees' rights to privacy, including unauthorized disclosure, use and dissemination of personal information;
2. using profanity, obscenity or other language which may be offensive to another user; or intended to harass, intimidate or bully other users;
3. accessing personal social networking websites for non-educational purposes;
4. reposting (forwarding) personal communication without the author's prior consent;
5. copying commercial software and/or other material in violation of copyright law;
6. using the network for financial gain, for commercial activity or for any illegal activity;
7. "hacking" or gaining unauthorized access to other computers or computer systems, or attempting to gain such unauthorized access;
8. accessing and/or viewing inappropriate material and;
9. downloading of freeware or shareware programs.

The Superintendent/designee shall develop a plan to address the short-and long-term technology needs and provide for compatibility of resources among school sites, offices and other operations. As a basis for this plan, he/she shall examine and compare the costs and benefits of various resources and shall identify the blend of technologies and level of service necessary to support the instructional program.

Because access to on-line services provides connections to other computer systems located all over the world, users (and parents of users who are under 18 years old) must understand that neither the school nor the Educational Service Center can control the content of the information available on these systems. Some of the information available is controversial and sometimes offensive.

The Governing Board does not condone the use of such materials. Employees, students and parents of students must be aware that the privileges to access on-line services are withdrawn from users who do not respect the rights of others or who do not follow the rules and regulations established. A user's agreement is signed to indicate the user's acknowledgment of the risks and regulations for computer/on-line services use.

The Educational Service Center has implemented technology-blocking measures to prevent students from accessing inappropriate material or materials considered to be harmful to minors on school computers. The Educational Service Center has also contracted services for monitoring a running log of Internet activity recording which sites a particular user has visited through NWOCA. The Educational Service Center educates minors about appropriate on-line behavior, including interacting with other individuals on social networking websites and in chat rooms and cyber bullying awareness and response.

“Harmful to minors” is defined as any picture, image, graphic image file or other visual depiction that:

1. taken as a whole and with respect to minors, appeals to an offensive interest in nudity, sex or excretion;
2. depicts, describes or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts or lewd exhibition of genitals or;
3. taken as a whole, lacks serious literary, artistic, political or scientific value as to minors.

Annually, a student who wishes to have computer network and Internet access during the school year must read the acceptable use and Internet safety policy and submit a properly signed agreement form. Students and staff are asked to sign a new agreement each year after reviewing the policies and regulations of the Educational Service Center. These policies and regulations also apply to use of Wood County ESC owned devices, or accessing of District intranet off District property.

The Educational Service Center will provide age-appropriate training for students who use the ESC's Internet facilities. The training provided will be designed to promote the ESC's commitment to:

The standards and acceptable use of Internet services as set forth in the ESC's Internet Safety Policy;

Student safety with regard to:

- Safety on the Internet
- Appropriate behavior while on online, on social networking Web sites, and in chat rooms; and
- Cyberbullying awareness and response.

Following receipt of this training, students will acknowledge that s/he received the training, understood it, and will follow the provisions of the ESC's Acceptable Use Policies (AUP).

[Adoption Date: 3/18/04]
[Amended Date: 7/19/05]
[Amended Date: 2/22/11]
[Amended Date: 6/19/12]
[Amended Date: 7/22/14]
[Amended Date: 12/7/15]
[Amended Date:

LEGAL REFS.: U. S. Const. Art. I, Section 8
Family Educational Rights and Privacy Act; 20 USC 1232g et seq.
Children's Internet Protection Act; (P.L. 106-554, HR 4577, 2000,
114 Stat 2763)
ORC 1329.54-1329.67
3313.20
3319.321

CROSS REFS.: AC, Nondiscrimination
ACA, Nondiscrimination on the Basis of Sex
ACAA, Sexual Harassment
IB, Academic Freedom
IIA, Instructional Materials
JFC, Student Conduct
Staff Policy Books

COMPUTER NETWORK AGREEMENT FORM

I hereby apply for a student/employee account on the Wood County Educational Service Center computer network:

Circle one: student employee

Name: _____

School: _____

Home address: _____

City/State/Zip: _____

Home phone: _____

I have read and I understand this computer policy and its guidelines and regulations and agree to abide by all of the rules and standards for acceptable use stated therein. I further state that all information provided for the creation of this account is truthful and accurate.

Signature: _____ Date: _____

Parental Release Form
(for students under 18 years of age)

I / We, _____, the parent(s) of _____

have read and understand the computer policy and its guidelines and regulations and we agree to its terms and conditions. We confirm our child's intentions to abide by the terms and conditions therein, and we agree to supervise our child's use of the computer network from home or outside of the classroom.

Signature: _____ Date: _____

[Adoption Date: 3/18/04]
[Amended Date:]

COMPUTER/ONLINE SERVICES
(Acceptable Use and Internet Safety)

The following guidelines and procedures shall be complied with by staff, students or community members who are specifically authorized to use the Wood County ESC's computers or online services.

1. Use appropriate language. Do not use profanity, obscenity or other language that may be offensive to other users. Illegal activities are strictly forbidden.
2. Do not reveal your personal home address or phone numbers or those of other students or colleagues.
3. Note that electronic mail (email) is not guaranteed to be private. Technology coordinators have access to all messages relating to or in support of illegal activities and such activities may be reported to the authorities.
4. Use of the computer and/or network is not for financial gain or for any commercial or illegal activity.
5. The network should not be used in such a way that it disrupts the use of the network by others.
6. All communications and information accessible via the network should be assumed to be property of the ESC.
7. Rules and regulations of online etiquette are subject to change by the administration.
8. The user in whose name an online service account is issued is responsible for its proper use at all times. Users shall keep personal account numbers and passwords private. They shall use this system only under the account numbers issued by the ESC.
9. The system shall be used only for purposes related to education or administration. Commercial, political and/or personal use of the system is strictly prohibited. The administration reserves the right to monitor any computer activity and online communications for improper use.
10. Users shall not use the system to encourage the use of drugs, alcohol or tobacco nor shall they promote unethical practices or any activity prohibited by law or Board policy.
11. Users shall not view, download or transmit material that is threatening, obscene, disruptive or sexually explicit or that could be construed as harassment, intimidation, bullying or disparagement of others based on their race, color, national origin, ancestry, citizenship status, sex, sexual orientation, age, disability, religion, economic status, military status, political beliefs or any other personal or physical characteristics.
12. Copyrighted materials may not be placed on the system without the author's permission.
13. Vandalism results in the cancellation of user privileges. Vandalism includes uploading/downloading any inappropriate material, creating computer viruses and/or any malicious attempt to harm or destroy equipment or materials or the data of any other user.
14. Users shall not read other users' mail or files; they shall not attempt to interfere with other users' ability to send or receive electronic mail, nor shall they attempt to read, delete, copy, modify or forge other users' mail.
15. Users are expected to keep messages brief and use appropriate language.
16. Users shall report any security problem or misuse of the network to the teacher, his/her immediate supervisor or building administrator.

[Adoption Date: 7/22/14]

[Amended Date:]

RELEASED TIME FOR RELIGIOUS INSTRUCTION

The Board permits students to be released from school for religious instruction consistent with law. Absence during the school day for religious instruction is permitted, provided:

1. The student's parents or guardians submit a written request to the ~~building principal~~ supervisor
2. The private entity providing instruction maintains attendance records and makes them available to the ESC and
3. The student is not absent from core curriculum subject courses.

The ESC is not responsible for transportation to and from the place of instruction. Regular classroom instruction missed as a result of a student's absence for religious instruction will not be made up and students assume responsibility for any missed schoolwork. Students are not considered absent from school while attending a released time course in religious instruction. The ESC does not aid, assist or enforce attendance in a religious instruction program. The ESC does not discriminate against students who participate in such programs.

No public funds are expended and no public school personnel are involved in providing religious instruction. This policy is not intended and shall not be construed in any way, to associate the ESC with any faith or religious denomination.

[Amended date: 3/27/18]

[Amended Date:]

LEGAL REFS.: U.S. Const. Amend. I
 ORC 3313.20; 3313.47; 3313.60222
 3321.04

CROSS REFS.: IGAC, Teaching about Religion
 JED, Student Absences and Excuse
 KJA, Distribution of Material in the Schools

Approval of Mileage Reimbursement – Upon the recommendation of the Superintendent, Ms. Paredes moved and Ms. Hines seconded the motion to approve the Mileage reimbursement rate of \$0.58 effective July 1, 2019.

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

Approval of Perrysburg Area Chamber of Commerce Membership—Upon the recommendation of the Superintendent, Ms. Hines moved and Mr. Long seconded the motion to approve the following 2019-2020 membership to Perrysburg Area Chamber of Commerce, in the amount of \$170:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

Perrysburg Area Chamber of Commerce
105 W. Indiana Avenue
Perrysburg, OH 43551

Wood County Educational Service Center
1867 N. Research Dr.
Bowling Green, OH 43402

Invoice Date
5/28/2019

Due Date
7/1/2019

Invoice For:

2019 - 2020 Membership Dues

\$170.00

Mail checks to the address below.

Mastercard, Visa, American Express or Discover payments:

Account Number: _____ Exp: _____

Cardholder Name: _____ CVV Code: _____

Signature: _____

Email Address: _____

Review your membership listing online at www.perrysburgchamber.com

Membership Dues paid to the Perrysburg Area Chamber of Commerce may be deductible as an ordinary and necessary business expense. Dues are not deductible as a charitable contribution.

Thank you for your continuing support of the Perrysburg Area Chamber of Commerce

Perrysburg Area Chamber of Commerce 105 W. Indiana Avenue Perrysburg, OH 43551
Phone: (419) 874-9147 Fax: (419) 872-9347
www.perrysburgchamber.com email: director@perrysburgchamber.com

This form contains information which you have previously submitted to the Perrysburg Area Chamber of Commerce. Please note any corrections or additions and return to the Chamber office along with your membership dues.

Company name, phone number, fax number, e-mail address and web site provided in the "Company Information" section of this form will appear in your firm's listing in the Chamber's Online Membership Directory. Primary contact names and the associated primary phone numbers in the "Company Contact" section will appear in the Directory. Other information in the "Company Contact" section is for Chamber use only.

Company Information

Wood County Educational Service Center

| | |
|--|---|
| NonAlpha Name (If Applicable) | <input type="text" value="Wood County Educational Service Center"/> |
| Address | <input type="text" value="1867 N. Research Dr."/> <input type="text"/> <input type="text" value="Bowling Green, OH 43402"/> |
| Phone | <input type="text" value="(419) 354-9010"/> |
| Alt. Phone | <input type="text"/> |
| Fax | <input type="text" value="(419) 354-1146"/> |
| WebSite | <input type="text" value="www.wcesc.org"/> |
| EMail | <input type="text" value="mnorth@wcesc.org"/> |
| Number of Employees | <input type="text" value="5"/> |

| | |
|--|--|
| Primary Business Category (List only One) | <input type="text" value="Education"/> |
|--|--|

| | |
|---|---|
| Brief Description of Business (Max 25 Words) | <input type="text" value="Providing educational services and programs for area school districts."/> |
|---|---|

Company Contact:

Mr. Mark North

| | |
|--|---|
| Title | <input type="text"/> |
| Primary Phone (If different than above) | <input type="text"/> Ex <input type="text"/> |
| Alternate Phone | <input type="text"/> |
| Fax (If different than above) | <input type="text"/> |
| Address (If different than above) | <input type="text"/> <input type="text"/> |

Primary Chamber Contact?

Approval of Wood County Safety Council Membership – Upon the recommendation of the Superintendent, Ms. Paredes moved and Ms. Hines seconded the motion to approve the following 2019-2020 membership to the Wood County Safety Council Membership, in the amount of \$100.00.

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

INTENTIONALLY BLANK



Wood County Safety Council
 130 S. Main St.
 Bowling Green, OH 43402

Invoice

| Date | Invoice # |
|-----------|-----------|
| 6/11/2019 | 1132 |

Bill To

Wood County Educational Service Center
 Gina Fernbaugh
 1867 N. Research Dr.
 Bowling Green, OH 43402

| Description | Qty | P.O. # | Terms |
|--------------------------------|-----|---------------------------|--------------------|
| | | | Payable Upon Re... |
| | | Rate | Amount |
| Annual Membership Dues | | 100.00 | 100.00 |
| Please remit to above address. | | Total | \$100.00 |
| | | Payments/Discounts | \$0.00 |
| | | Balance Due | \$100.00 |

For questions contact Sandy Kerr at 419-353-7945 or by email at sandykerr@bgchamber.net - Thank you!

Phone #
419-353-7945

E-mail
sandykerr@bgchamber.net

Web Site
www.wcsafetycouncil.com

Approval of BASA Membership—Upon the recommendation of the Superintendent, Ms. Hines moved and Mr. Long seconded the motion to approve the following 2019-2020 BASA Membership, in the amount of \$1,005.60

Roll Call: Yeas: Ms. Hine, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

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Approval of Falcon Sports Properties, LLC – Upon the recommendation of the Superintendent, Ms. Hines moved and Mr. Smith seconded the motion to approve the following sponsorship agreement between Falcon Sports Properties, LLC and WCESC effective July 1 – June 30, 2020 at a cost of \$18,000. WCESC will receive benefits as described in Exhibit A of the agreement.

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

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AGREEMENT-Resolution #FY2019-36

TO PROVIDE MENTAL HEALTH, AND SUBSTANCE USE DISORDER SERVICES

This Agreement to provide mental health, and substance use disorder services (“Agreement”) is made and entered into as of July 1, 2019 by and between the Wood County Alcohol, Drug Addiction and Mental Health Services Board with offices located at 745 Haskins Road, Suite H, Bowling Green, Ohio 43402-1600 and Wood County Educational Services Center with offices located at 1867 North Research Drive, Bowling Green, Ohio 43402 (each a “Party” and sometimes collectively referred to as the “Parties”).

RECITALS

WHEREAS, pursuant to Section 340.03 of the Ohio Revised Code, the Board is responsible for planning, contracting, funding, auditing, and evaluating mental health and substance use disorder services for Wood County residents; and

WHEREAS, Agency is an Ohio nonprofit corporation, licensed and/or certified by the Ohio Department of Mental Health and Addiction Services and is qualified to provide the mental health and substance use disorder services described in this Agreement; and

WHEREAS, Agency is engaged in the business of providing mental health and substance use disorder Services to the Residents of Wood County; and

WHEREAS, the Board desires to engage the Services of Agency and Agency desires to accept such engagement upon the terms and conditions set forth herein; and

WHEREAS, such services are exempt from competitive bidding pursuant to Section 340.036(E) of the Ohio Revised Code.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Board and Agency hereby agree as follows:

1. **Defined Terms.** Capitalized terms used throughout this Agreement are defined as set forth in this section.

“Agency” means the non-profit corporation providing mental health and addiction services under this Agreement.

“Board” means the Wood County Alcohol, Drug Addiction and Mental Health Services Board, a political subdivision organized pursuant to Chapter 340 of the Ohio Revised Code (the “ORC”)

“Board-Eligible Claim” means services provided for/on behalf of Wood County Residents and for which there is no Third-Party Payor available and/or where Board funds are necessary for partial payment of claims due to limitations by other payment sources. Medicaid is deemed third-Party Payor. Board-eligible claims qualify for Board subsidy.

“Client” means a Wood County resident receiving Services funded through this Agreement.

“Fee for Service” is a mode of payment in which the Agency is paid a fee for each particular service rendered.

“GOSH” stands for Great Office Solutions Helper which is the automated payment and management information system for mental health and addiction services utilized by the Board in place of the Multi-Agency Community Services Information System (MACSIS).

“MACSIS Guidelines” means the guidelines issued by OhioMHAS regarding the operation of claims submission. While claims are submitted in GOSH for the entire term of this agreement, these guidelines are generally still applicable. The guidelines may be found on the OhioMHAS web page.

“Medicaid” means the program described in the State of Ohio’s State Medicaid Plan.

“OAC” refers to the Ohio Administrative Code and any amendment made effective during the term of this Contract.

“OhioMHAS” refers to the Ohio Department of Mental Health and Addiction Services.

"Reportable Incident" means an incident that must be reported to the OhioMHAS. "Incident" means an event that poses a danger to the health and safety of clients or staff and visitors of the Agency and is not consistent with routine care of persons served or routine operation of the Agency.

“Resident” means a person who is living in Wood County as evidenced by at least one of the following:

- (1) Receiving utility bills, rental agreement, or lease at a physical address within the county;
- (2) Receiving income/proof of income at a physical address within the county;
- (3) Signed statement, by the client, as to residing with family within the county;
- (4) Proof of local housing through Bowling Green State University for current students;
- (5) In the event that residency is ambiguous, as in the case of homelessness (temporary or permanent), residency may be determined based on client’s presence in the county and written statement of intent to remain.

“Services” means services described in Agency’s Services & Compensation Statement (Attachment A) and any other services Agency is legally required and licensed to provide under OAC Chapter 5122-29 and Part 3793:2.

“Third-Party Payor” means any person or organization, public or private that pays or reimburses expenses on behalf of a Client, such as an insurance company, Medicare, or Medicaid.

“Utilization Review” consists of comparing the number of units of service projected to be provided and the number of units of service actually provided during a specified timeframe.

2. **Term.** This Agreement shall commence on July 1, 2019 and shall continue in full force and effect until June 30, 2020.

3. **Scope of Agreement.** Agency will provide Board’s Clients the Services and Programs described in Attachment A, “Services and Compensation”, incorporated into and made a part of this Agreement as all other Attachments referenced in this Agreement.

4. **Eligibility for Board Compensated Services.**

4.1 Any Wood County Resident shall be eligible to receive services under this Agreement if Resident:

4.1.1 Meets the Agency’s admission criteria and qualifies for Board subsidy.

4.1.2 Needs Crisis Intervention Mental Health Services or substance use disorder services.

4.1.3 Is ineligible for Medicaid and qualifies for Board subsidy on the date the service is received from the Agency.

4.2 If a Wood County Resident receiving Board subsidy for services under this Agreement becomes a resident of another county, the Board subsidy shall be discontinued.

5. **Compliance with Applicable Law.** The Parties shall perform their duties and obligations under this Agreement in accordance with applicable Federal, State, and local laws that govern the conduct of the Parties, including but not limited to chapters 340, 5119, 5164, and 5167 of the Ohio Revised Code and all administrative rules promulgated under the authority of these statutes, the Health Insurance Portability and Administration Act of 1996 (“HIPAA”) and other applicable laws regarding use and disclosure of protected health information (“PHI”). None of the rights, duties, and obligations described in the Agreement shall be binding upon either Party until all applicable laws have been complied with and until such time as all necessary funds are actually made available and forthcoming from the appropriate state agencies. The Parties further agree to comply with the MACSIS guidelines and procedures governing the State-mandated enrollment and claims processing.

6. **Duties and Obligations of the Agency.**

6.1 **Licensure and Certification.** The Agency hereby represents and warrants that it has obtained and shall maintain all licenses and certifications required by OhioMHAS to render the Services throughout the term of this Agreement. The Agency shall provide the Board with copies of such licenses and certifications upon request.

6.2 **Fees and Programs.** Agency will provide the Services and Programs listed in Attachment A to eligible individuals as described in Section 4 of this Agreement.

6.2.1 Services shall be provided and supervised by eligible clinicians and supervisors who are qualified under OAC 5122-29-30.

6.2.2 Programs will be provided as specified in the Agency's FY 19 Allocation Proposal submitted to the Board and attached hereto as Attachment C. In the event that the Board did not fund a program/s proposed in Attachment C, such program/s will not be covered under this Agreement.

6.3 **Ensuring timely access to care.** Agency will ensure timely access to care. If Agency is unable to schedule clients within 30 days, Agency will provide referral options to another agency provider. Agency shall notify the Board in the event that they are unable to ensure timely access and provide detailed reasons for the delay in service.

6.4 **Sliding Fee Scale.** Agency shall implement and enforce the Board approved Sliding Fee Scale, Attachment B, for all Services provided under this Agreement, excluding grant-funded services under Title XX of the Social Security Act (Block Grant to States for Social Services).

6.4.1 **Hardship.** If the Agency is aware of circumstances rendering a client unable to meet payment requirements as indicated by the Sliding Fee Scale, Agency shall request a hardship consideration using the guidance and form provided in Attachment E

6.5 **Billing and Claims Submission.** As set forth in Section 13 of this Agreement, the Agency will invoice the Board for cost reimbursement services and submit Fee for Service claims via the GOSH claims payment system.

6.6 **Documentation.** Agency will submit via GOSH enrollment and claims data for Clients and Board Eligible Claims. In addition, Agency must submit written documentation from a Third-Party Payor, including Medicaid, indicating denial of claim, refusal to pay a claim in total or in part, or ineligibility for Medicaid coverage as evidenced by a denial as "over income".

6.7 **Third-Party Liability Recovery.** Agency shall ensure that third party resources pay prior to the Board subsidy program. When Agency determines that a Client has an available Third-Party Payor, Agency shall bill that Third Party Payor prior to billing the Board.

6.7.1 Agency shall establish and implement appropriate procedures and shall use reasonable and diligent efforts to recover payment for Services from Third-Party Payors. The Board is not responsible to pay the Agency's unpaid bill or uncompensated cost after payment by a Third-Party Payor.

6.7.2 If a Third-Party Payor has been identified, Agency shall not submit claims for payment to GOSH unless Third-Party Payors verify non-coverage or seventy (70) days after billing if the Third-Party Payor fails to respond, whichever occurs first.

- 6.7.3 Limited Circumstances. If a Third-Party Payor has been identified, but a Client's deductible requirements represent an economic barrier to accessing needed Services, the Agency may request the Board to consider partial payment of the claim. The Agency shall complete the Board-required "Hardship Form" and submit such documentation via GOSH.
- 6.8 Records, Access and Maintenance.
- 6.8.1 Agency shall maintain complete and accurate accounting records, in a form and in accordance with generally accepted accounting principles.
- 6.8.2 Agency shall maintain complete and accurate clinical records to document that Services are provided in accordance with OhioMHAS licensure and certification requirements and the terms of this Agreement. Agency shall retain such records for a period of seven (7) years from the date of final payment for Services rendered during the term of this Agreement or until any audits are completed, whichever is longer.
- 6.8.3 Agency shall maintain records relating to any questioned costs, audit disallowance, litigation or dispute between the Board and the Agency until the resolution of said question, disallowance, or dispute.
- 6.9 Reportable Incidents and Investigations.
- 6.9.1 Agency shall ensure that all Reportable Incidents are reported to the Board and OhioMHAS, in writing, within twenty-four (24) hours of discovery of the Reportable Incident, excluding weekends and holidays.
- 6.9.2 Agency shall investigate all Reportable Incidents and take appropriate action in response to the Reportable Incidents.
- 6.9.3 Agency shall cooperate in Board-initiated investigations of Reportable Incidents involving allegations of abuse and neglect of Clients. Agency shall also cooperate in implementing corrective action.
- 6.10 Reporting Obligations. Agency shall timely submit to the Board the reports required by applicable federal and state laws and identified in Attachment D. In meeting its reporting obligations, Agency shall comply with federal and state laws governing the confidentiality of client information.
- 6.10.1 Agency shall report data required by OhioMHAS and in accord with the procedures required by OhioMHAS.
- 6.10.2 Performance Improvement. Agency shall implement the performance improvement measures required by OAC §5122-28-03.
- 6.10.3 Penalty for Late Submission.

6.10.3.1 Monthly reports are due on the 15th day of the ensuing month. Quarterly reports are due: for the reporting period ending in September, on October 15; for the reporting period ending in December, on January 15; for the reporting period ending March, on April 15; for the reporting period ending in June, on July 15. Annual reports are due on July 15.

6.10.3.2 Failure to file complete and accurate reports fifteen (15) days after the due date may result in penalties equal to \$1,000 per report per reporting period.

6.11 Audits and Inspections.

6.11.1 Board's Right to Audit. The Agency shall make available to the Board and to appropriate state agencies and officials all of the Agency's records with respect to matters covered by this Agreement including, but not limited to, records pertaining to services and programs, personnel records and conditions of employment. The Agency shall permit the Board to audit, examine and make excerpts or transcripts from such records.

6.11.2 Audit Finding. Any audit findings will be the sole responsibility of the Agency. The Agency will receive, reply to and/or comply with any audit exception by appropriate federal, state or local audit related to the provisions of this Agreement. The Agency recognizes and agrees that as a result of such audit or inspection of Agency's records, the Board may withhold any money due or recover through any appropriate method any money erroneously paid under this Agreement. The Agency agrees to repay the Board any and all funds received as a result of duplicate or erroneous billings, false or deceptive claims.

6.11.3 Annual Financial and Compliance Audits.

6.11.3.1 Independent Financial Audit. Agency shall select and retain an independent auditor to perform an annual independent financial audit according to the standards of the American Institute of Certified Public Accountants ("AICPA"). The Board agrees to accept a fiscal audit report prepared by Agency's independent auditor, in accordance with the requirements of ORC. §340.03(A)(6) and Chapter 117 of the OAC and the Financial and Compliance Audit Guidelines issued by OhioMHAS.

6.11.3.2 Fiscal Audit Report. Agency shall submit one complete copy of the independent auditor's fiscal audit report to the Board within one hundred twenty (120) days after the close of the state fiscal year. Pursuant to prior written approval and for good cause, the Board may extend the time period for submission of the report.

6.11.3.3 Corrective Action Plan ("CAP"). If Agency's financial and compliance audit contains a qualified opinion, the Agency is required to

provide the Board with a CAP addressing those findings within thirty (30) days after submission of the audit report. Any CAP should adhere to the format and content requirements contained in the "Financial and Compliance Audit Guidelines" published by OhioMHAS and any dispute regarding the CAP shall be resolved in accordance with those guidelines.

6.11.3.4 Annual Independent Peer Review for OhioMHAS Funded Services. If required by OhioMHAS, Agency shall conduct independent peer review in accordance with the OhioMHAS Guidance Manual.

6.11.4 Utilization Review. Utilizing the data from the GOSH Claims and Utilization data, the Board will, on an annual basis, conduct utilization reviews of claims for Services. The Board reserves the right to require claims corrections in GOSH to reconcile any over-payments, duplicate billings or erroneous claims based on this utilization review.

6.12 Client Outcomes Measurement. Agency will work with the Board to develop outcomes data collection information that will address the National Outcomes Measurement System domains identified by the Substance Abuse and Mental Health Services Administration (SAMHSA).

6.13 Quarterly Meetings. Agency will meet with the Board on a quarterly basis as set forth in Attachment D. Agency shall designate at least two (2) representatives to attend the meeting--its Finance Director or designee and a program manager well versed in the agency's programs and outcomes.

6.14 Acknowledgment of Board Funding. For services funded by the Board pursuant to this Agreement, Agency shall acknowledge in its marketing materials and letterhead that Agency is a contract agency of the Board.

7. Duties and Obligations of the Board.

7.1 Method and Amount of Payment. Subject to Section 8, the Board shall pay Agency for every valid Board-Eligible Claim according to MACSIS guidelines, GOSH procedures, the sliding fee scale in Attachment B, and the procedure set forth in Section 13 up to the total Board allocation, as listed in Attachment A.

7.1.1 The Board shall fully or partially reimburse Agency for cost of Services according to the agreed upon Usual and Customary Rates as listed in Attachment A and the Sliding Fee Scale contained on the Attachment B.

7.1.2 Upon request by the Agency, the Board may partially pay a claim if the Client's deductible requirements represent an economic barrier to accessing needed Contracted Services.

7.2 Quarterly Meetings. The Board will meet with the Agency on a quarterly basis as set forth in Attachment D. The Board shall designate at least two (2) representatives to

attend the meeting--its Finance Director and Executive Director or their respective designees.

8. Funding.

8.1 The total maximum amount payable to Agency under this Agreement shall not exceed Eight Hundred Ninety-Six Thousand, Seven Hundred Seventy-Six Dollars (\$896,776).

8.2 Source of funding. Intended source of funds to be paid to the Agency will be noted on the Attachment A. Due to the fact that additional funding from State and Federal sources becomes available throughout the term of the contract the exact amount and source of funds is not certain at the time of writing this agreement. Award letters will be sent to the Agency to clarify any new source of funds. Additionally, updated Award letters will be sent at the conclusion of the Fiscal Year to include the actual amount of funds expended and the source of those funds.

8.3 Grant funding. The Board no longer provides grant funding as a general practice. All funding is either Fee for Service or cost reimbursement. In some situations, funds may be provided on a 1/12th basis, which will be reconciled against actual expenditures during the closeout period for the FY 20 Fiscal Year (July 1 through September 30, 2020).

8.4 Funding Reduction. If the Board anticipates or experiences a reduction in funding, it may prospectively reduce unused budget allocations and give Agency prior written notice of the reduction in funding. The Board will take all measures it deems reasonably necessary and feasible to mitigate the reduced funding's impact on the Agency. In the event that funds for one or more services are eliminated, Agency shall provide the Board with a transition plan. Agency shall continue to provide necessary Services to clients until the Agency has arranged for alternative Services or for a period of thirty (30) days after receipt of the notice, whichever period is shorter. The Board shall assist in locating appropriate Services for the Clients and shall pay for the Services actually provided by Agency during such period, pursuant to the terms of this Agreement.

8.5 The Board may add new service codes and associated rates and shall notify the Agency in writing of any new codes and rates relevant to this Agreement.

8.6 Requests for Budget and Rate Revisions. Budget and/or rate revisions must be requested by the Agency and approved by the Board. The Agency must use forms approved by the Board's Executive Director. Upon request from the Board, and in accordance with applicable law, Agency shall submit documentation related to its budget or rate revision request. Agency and the Board shall work cooperatively to promptly process requests for budget and/or rate revisions.

8.7 Reallocations within Approved Budget. Board may reallocate unused Board funds within its approved budget if the actual demand for Services is different from that estimated

in Attachment A. Agency agrees that it will not reallocate any Board-allocated funds without prior Board approval. Funds that are restricted in use by State or Federal law may not be reallocated.

8.8 Pharmacy Accounts. Agency may access the OhioMHAS Central Pharmacy and the Ohio Pharmacy Services Accounts to purchase and dispense certain medications to Clients who meet clinical and income eligibility criteria. Agency may utilize the Pharmacy Accounts only up to the allocation amount specified by OhioMHAS and the Board.

8.9 Claim Adjustments. The Board may process agreed-upon claims adjustment, reversals, or errors pursuant to the MACSIS and GOSH guidelines.

9. Transfer and Termination of Services. Agency may transfer or terminate Services being provided to any Client only if appropriate referrals and linkages have been developed and offered to the Client and one of the qualifying conditions apply:

9.1 The Client has voluntarily terminated Services;

9.2 The treatment or crisis plan has been completed;

9.3 Services from Agency are no longer clinically indicated and Agency has offered Client appropriate referrals for alternative Services;

9.4 Funding for the Client's Services is no longer available and Agency has offered Client appropriate referrals for alternative Services;

9.5 The Client has moved out of the county with intent to change residence or no longer meets the Board's eligibility criteria for services under this Agreement;

9.6 The Client refuses or fails to pay for Services in accordance with the sliding fee scale, if applicable;

9.7 Agency has determined that continued treatment of Client will create an unreasonable risk to the safety of other Clients or to members of Agency's workforce;

9.8 Agency has otherwise followed its internal procedures regarding appropriate clinical care.

10. Independent Contactor; No Agency.

10.1 Agency is an independent contractor. Agency is fully independent and autonomous from the Board. Neither Party shall have any right, power or authority to enter into any agreement for or on behalf of, or incur any obligation or liability on behalf of, or to otherwise bind, the other Party. This Agreement shall not be interpreted or construed to create an employment relationship, an association, agency, joint venture or partnership between the Parties or to impose any liability attributable to such a relationship upon either Party.

10.2 It is further understood that the Board does not agree to use Agency exclusively. Moreover, the Agency is free to contract for similar services to be performed for other parties while it is under contract with the Board.

10.3 From time to time, Agency may, subject to the terms and conditions set forth in this Agreement, engage employees, independent contractors, consultants, volunteer assistants or other individuals or entities (collectively, "Assistants") to aid Agency in performing Agency's duties under this Agreement. Agency may also contract with entities that will assign professional or temporary employees to Agency to serve as Agency's Assistants. Agency shall be fully and solely responsible for the supervision and payment of such Assistants and for all work performed by such Assistants. The Board has no relationship with or to such Assistants and such Assistants are not employees, agents, consultants, representatives, assistants or independent contractors of Board. They shall not be construed as public employees for purposes of the Ohio Public Employees Retirement System as set forth in Ohio Revised Code ("ORC") Chapter 145. Agency shall be solely liable and responsible to pay all required taxes and other obligations for its employees, including, but not limited to, withholdings and social security.

11. Insurance. Agency shall, at its expense, obtain the minimum insurance coverage set forth in this section and keep such insurance in effect throughout the term of this Agreement.

11.1 **Comprehensive General Liability Coverage.** Agency shall obtain comprehensive general liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) aggregate.

11.2 **Comprehensive Professional Liability Coverage.** Agency shall obtain comprehensive professional liability insurance providing single limit coverage in the amount of one million dollars (\$1,000,000.00) per each claim and two million dollars (\$2,000,000.00) aggregate.

11.3 **Workers' Compensation.** Agency shall comply with the laws of the State of Ohio regarding workers' compensation coverage.

11.4 **Automobile Liability Insurance.** Agency shall obtain automobile insurance for all vehicles owned and leased by Agency which are used to transport clients receiving Services from Agency in an amount of at least one million dollars (\$1,000,000.00) combined single limit coverage.

11.5 **Directors and Officers Liability Insurance.** Agency shall obtain directors' and officers' liability insurance in an amount of at least one million dollars (\$1,000,000.00).

11.6 **Insurance Requirements.** All insurance policies required by this Agreement shall provide coverage for all claims arising from activities during the term of the policy, regardless of the date the claim is filed.

11.7 **Named Insured.** Agency shall name the Board as an additional named insured on its general and professional liability insurance policies.

11.8 Evidence of Insurance. Agency shall provide the Board with certificates of insurance or proof of coverage upon request. Such certificates shall include a notice of cancellation, change or amendment clause with notice to be sent to the Board at least ten (10) days prior to any such event.

12. Indemnification. Agency agrees that it will defend, indemnify and hold the Board and Wood County and their officers, employees, agents, or assigns harmless from any liabilities, claims, or demands arising out of the work performed or Services provided pursuant to this Agreement from persons who are not party thereto and who claim or allege any personal injury or death, economic loss, or any damage to their property due to the intentional or negligent acts of the Agency or its officers, employees, agents, or assigns. The Board and Wood County shall give timely notice and accord to the Agency the right to defend and settle all such claims.

13. Billing, Claims Processing and Payment, and Other GOSH Requirements.

13.1 Claims Submission. Agency agrees to electronically submit for payment Fee for Service claims through GOSH using the HIPAA and GOSH approved format for all Services (as specified in Attachment A of this Agreement) provided. Agency may submit the Claims on a weekly basis.

13.1.1 Enrollment. Agency shall enroll individuals seeking Services funded by this Agreement into GOSH so that the Board may use that information to determine eligibility of individuals and process claims for payment. During the enrollment process, Agency shall take all steps reasonably necessary to collect and submit to GOSH documentation demonstrating personally identifiable information such as identity, proof of residency, and income verification. This documentation must be reviewed and updated at least every 6 months or when the Agency becomes aware of any changes in previously submitted information.

13.1.2 Authorizations. Agency shall take reasonable steps to ensure that clients sign all authorizations which are necessary under applicable law. Said authorizations shall conform to applicable laws and regulations, including 45 CFR Parts 160 and 164, 42 CFR Part 2 and/or OAC Sub-Chapter 5122-27.

13.1.3 Assignment of UCIs. The Board shall assign unique client identifiers (“UCIs”) which will be accessible in GOSH within 5 Business days after receipt of complete enrollment information. The Board shall process claims in a timely manner.

13.2 Remittance Advice. The Board shall make available an Electronic Remittance Advice (ERA) via the GOSH System.

13.3 Adjudication; Payment. Any payment from Medicaid is deemed payment in full. Unless otherwise authorized by law, Agency shall submit Board Eligible Claims to the Board via GOSH within 365 days from the date the Service was provided, and the Board

shall pay Agency for all valid claims. All payments through GOSH shall be disbursed within thirty (30) days after the ERA is created.

13.3.1 Correction and Resubmission of Claims. If a claim correction is necessary pursuant to utilization review or any other reason, Agency shall make the corrections pursuant to Attachment F Claims Processing – Reversals of Claims.

13.4 Cost Reimbursement. Cost Reimbursed Programs shall be invoiced monthly or quarterly as mutually agreed upon by the Parties. Invoices for cost reimbursement must be received within 30 days of the period being invoiced. Invoices shall include budget line detail and supporting documentation including, but not limited to, budget to actual reports for expenditures you are requesting to be reimbursed. Invoices submitted timely will be paid within 30 days. Failure to submit invoice within 90 days may result in non-payment unless prior arrangements are agreed upon in writing.

13.5 Claims Disputes. Any unpaid claims which Agency believes were valid, but the board determines otherwise, may be disputed by emailing the Board at wcadamhs@wcadamh.org within 30 days of denial detailed claim information and supporting reasons why claim should be paid. The Board will resolve all claims disputes in a timely manner. The process provided for in this sub-section is separate and distinct from Section 15.

13.6 Year End. All invoices and requests for reimbursement must be received by the Board no later than September 15, 2020. Any invoices and requests for reimbursement submitted after September 15, 2020 will not be paid.

14. 120-Day Notice.

14.1 If either Party proposes not to renew this Agreement or proposes a substantial change/s in contract terms, the other party shall be given written notice at least one hundred twenty (120) days before the expiration date of the contract, in accordance with R.C. 340.036(D) and OAC 5122:2-1-06. For purposes of this Agreement, a “substantial change” shall include, but not be limited to: at least a 10% decrease in funding; termination of funding for any of the Services that Agency has been providing in accordance with this Agreement; or other changes regarding the amount, scope, duration of Services or requirements related to the Services.

14.2 The 120-day Notice shall include the following information:

14.2.1 Summary of the nature and approximate scope of the proposed changes to the Agreement;

14.2.2 Reasons for the proposed changes to the Agreement or non-renewal of the Agreement;

14.2.3 Estimate of the financial impact of the proposed changes to the Agreement, if relevant.

14.3 During the first sixty (60) days of the 120-day Notice period, both Parties shall attempt to resolve any dispute through good faith negotiations in order to continue to provide services to Clients. If the dispute has not been resolved within sixty (60) days before the expiration date of the Agreement, either Party may notify the OhioMHAS of the unresolved dispute. If the Director(s) require/s both Parties to submit the dispute to a third party, the cost shall be shared equally by the Board and the Agency.

15. Dispute Resolution.

15.1 Notice of Dispute. Except as otherwise provided in Sections 13.5 and 14, in the event of any dispute, claim, question, or disagreement arising from, or relating to this Agreement or breach thereof, the Party complaining of a dispute shall promptly provide written notice of the dispute to the other Party. In the event that the dispute involves another Agency or facility which is not a Party to this Agreement, the notice shall include information on the other Agency or facility and shall be served on such Agency or facility in addition to the Parties to this Agreement.

15.2 Best Efforts and Good Faith. Within 60 days of the delivery of the notice of dispute, the Parties shall meet at least once to attempt in good faith to negotiate a resolution of the dispute. The parties shall use their best efforts (including the participation of a member of each of their Boards of Directors as necessary) to settle such dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other, in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. Either Party may require the other Party to convene a meeting of the Board of the other Party to review the dispute.

15.3 Mediation through OhioMHAS. If the Parties cannot agree informally to a resolution of the dispute, the matter shall be submitted to OhioMHAS, based on the area of dispute of primary funding source, for further proceedings pursuant to OAC 5122:2-1-06.

15.3.1 Any decision of OhioMHAS shall be non-binding.

15.3.2 The decision by OhioMHAS shall be presented to the Board and the Agency and shall be made a part of the record of any further proceedings, regardless of forum.

15.3.3 If either Party rejects the decision of OhioMHAS, such Party shall provide written reasons, which shall also be a part of the record of any further proceedings, regardless of forum.

15.4 At the conclusion of the review by OhioMHAS, the Board shall make the final decision which is subject to review under ORC Chapter 2506.

15.4.1 Proceedings shall meet due process requirements under Chapter 2506 of the Ohio Revised Code and the Board shall make a record.

15.4.2 Hearing and decision shall be complete not later than 60 days from date of decision by OhioMHAS.

15.5 Nothing in this section shall be construed as limiting the rights of the Parties to any other available legal remedies.

15.6 Status quo shall be maintained throughout any dispute resolution process.

16. Termination.

16.1 Termination for Cause. Either Party may terminate this Agreement if there is a material breach of any of the provisions hereof by the other party. Upon discovery of any such material breach of this Agreement, the non-breaching Party shall notify the breaching Party in writing of its desire to terminate this Agreement and shall include in such notice the specific nature of the default on which termination is being effected. If the breaching Party fails to cure the breach within 30 days after notice, then this Agreement shall terminate on the 31st day following the date of such notice; provided, that in the event that such breach can be cured and good faith efforts to cure have been commenced but not completed within 30 days after such notice, then this Agreement shall not terminate prior to such cure unless the breaching party fails diligently to pursue the cure to completion or fails to complete such cure within a total cure period of 90 days; and, provided, further, that in the event of an unresolved dispute between the parties as to whether a material breach exists or with respect to the cure of such material breach, either Party may submit such dispute for dispute resolution pursuant to Section 15 and the Agreement shall not terminate (based on the notice of breach then at issue pursuant to this Section) unless and until the procedures set forth in Section 15 result in a ruling that such a material breach exists that has not been cured.

16.2 Termination for Convenience. Either Party may terminate this Agreement upon a 30-day written notice and subject to Section 16.3, Continuation of Services, if any Service to a Client is to be terminated.

16.3 Continuation of Services.

16.3.1 In the event that any service provided under this Agency is to be terminated, the Board shall provide Agency notice of such proposed termination. The Agency shall continue to provide such service until the Agency has arranged for alternative services or until a period of 90 days after the date of such notice, whichever period is shorter. The Board shall pay for services actually provided by the Agency during the 90-day period, to the extent that the Board has available funds.

16.3.2 The Agency shall ensure continuity of care for all clients, including, but not limited to: (1) transfer of records to the extent requested and permitted by the Client and permitted under applicable law; (2) all steps reasonably required ensuring full transfer of services to the new agency.

16.3.3 Staff from the Agency may continue care after transfer when practical, not clinically contraindicated, and approved by the Board.

17. Amendments.

17.1 Automatic Amendment. Nothing in this Agreement shall limit the rights of Parties otherwise provided under Federal or State law; and in the event that any of the terms of this Agreement are in conflict with any Federal or State statute or rule, this Agreement shall be automatically amended to conform to such statute or rule.

17.2 Amendments by Agreement. This Agreement may be amended, modified, or extended by the mutual agreement of the Parties hereto in writing to be attached to and incorporated into this Agreement. All requests for program or contract modifications shall be submitted in writing to the Board's Executive Director.

18. Assignment; Subcontract. Agency shall not assign this Agreement or any right, interest or benefit under this Agreement without the prior written consent of the Board, which consent shall not be unreasonably withheld or delayed. Subject to the foregoing, this Agreement shall be fully binding upon, inure to the benefit of and be enforceable by the Parties hereto and their respective successors and assigns. Agency shall notify the Board if it enters into a subcontract with any third party for the performance of any Services pursuant to this Agreement.

19. Non Discrimination.

19.1 In Employment. It is understood and agreed that, in compliance with the provisions of Ohio Revised Code Section 125.111, Agency or any person acting on behalf of the Agency shall not (A) in the hiring of employees for the performance of work under this Agreement or any subcontract, discriminate by reason of race, color, religion, sex, handicap, age, military status, national origin or ancestry discriminate against any citizen of the state in the employment of labor or workers who are qualified and available to perform the work to which the employment relates, ; and (B) in any manner discriminate against or intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, handicap, age, military status, and national origin or ancestry.

19.2. In Provision of Services. Agency shall not deny available Services to individuals eligible for Services under this Agreement on the basis of religion, race, ethnicity, creed, sexual orientation, color, sex, gender, national origin, age, physical or mental handicap, developmental disability, HIV infection or AIDS, or inability to pay. However, the prohibition on denial of Services to individuals based upon inability to pay shall not be construed to require Agency to provide uncompensated care.

20. Americans With Disabilities Act/Accessibility of Facilities and Services. The Agency agrees as a condition of the Agreement to comply with The Americans With Disabilities Act of 1990, section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable DOL and or HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto.

21. Drug-Free Workplace. Agency certifies and affirms that Agency will comply with all applicable state and federal laws, including but not limited to, 29 CFR Part 98 and 45 CFR Part 76 regarding a drug-free workplace. Agency will make a good faith effort to ensure that all employees performing duties or responsibilities under this Agreement, while working on state, county, or private property will not purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.

22. Conflict of Interest. No personnel of the Agency or any subcontractor of the Agency, no member of the governing body of any locality, and no other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, who exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of such work, shall prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to carrying out said work. Any such person, who prior to the execution of this Agreement acquires any such incompatible or conflicting personal interest, or after the effective date of this agreement involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his interest to the Board in writing. Thereafter, he shall not participate in any action affecting the work under this Agreement unless the Board shall determine that, in the light of the personal interest disclosed his participation in any such action would not be contrary to the public interest.

23. Child Support Clause. The Agency declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Wood County Board of County Commissioners' Resolution No. 92-2041.

24. Force Majeure. If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of earthquake, fire, flood or other casualty or due to strikes, riot, storms, explosions, acts of God, war, terrorism, or a similar occurrence or condition beyond the reasonable control of the Parties, the Party so affected shall, upon giving prompt notice to the other Parties, be excused from such performance during such prevention, restriction or interference, and any failure or delay resulting therefrom shall not be considered a breach of this Agreement.

25. Debarment and Suspension. The Board may not contract with agencies on the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Order 12549 and 12689. By signing this Agreement, Agency warrants that Agency is excluded from the List and will immediately notify the Board if Agency is added to the List at any time during the life of this Agreement. Upon receipt of notice, the Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify the Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

26. Debt Check Provision. Ohio Revised Code Section 9.24 prohibits public agencies from awarding a contract for goods, services, or construction, paid for in whole or in part from state

funds, to a person or entity against whom a finding for recovery has been issued by the Ohio Auditor of State, if the finding for recovery is unresolved. By entering into this contract, Agency warrants that a finding for recovery has not been issued to Agency by the Ohio Auditor of State. Agency further warrants that Agency shall notify the Board within one (1) business day should a finding for recovery occur during the Agreement term.

27. Lobbying. Agency warrants that during the life of this Agreement, Agency has not and will not use Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Agency further warrants that Agency will disclose any lobbying with any non-Federal funds that takes place in connection in obtaining any Federal award. Upon receipt of notice, Board will issue a termination notice in accordance with the terms of this Agreement. If Agency fails to notify Board, the Board reserves the right to immediately suspend payment and terminate the Agreement.

28. No Waiver. No waiver by either Party of any breach of any provision of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or construed as a further or continuing waiver of any such breach, or as a waiver of any breach of any other provision of the Agreement. The failure of either Party at any time to require performance of any provision of this Agreement shall in no manner affect such Party's right to enforce the same at a later time.

29. Remedies. Except where otherwise specified, the rights and remedies granted to a Party under this Agreement are cumulative and in addition to, and not in lieu of, any other rights or remedies which the Party may possess at law or in equity.

30. No Third Party Right. The provisions of this Agreement are intended to bind the Parties as to each other and are not intended to and do not create rights in any other person or confer upon any other person any benefits, rights or remedies, and no person is or is intended to be a third party beneficiary of any of the provisions of this Agreement.

31. Applicable Law; Jurisdiction; Venue. This Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Ohio. Each Party irrevocably consents to the exclusive jurisdiction of the courts of the State of Ohio in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement. Venue for any cause of action arising under or by reason of this Agreement shall be in Wood County, Ohio.

32. Notice. Any notice required pursuant to this Agreement shall be deemed to have been delivered and given for all purposes (i) on the delivery date if delivered by confirmed facsimile; (ii) on the delivery date if delivered personally to the Party to whom the notice is addressed; (iii) one (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or (iv) three (3) calendar days after the mailing date, whether or not actually received, if sent by U.S. mail, return receipt requested, postage and charges prepaid or any other means of

rapid mail delivery for which a receipt is available. Notices shall be sent to the Parties at the addresses set forth below:

To ADAMHS Board:

745 Haskins Road, Suite H
Bowling Green, Ohio 43402
Attention: Executive Director
Telephone: 419-352-8475
Facsimile: 419-352-3349

To Wood County Educational Services Center:

1867 North Research Drive
Bowling Green, Ohio 43402
Attention: Mark North, Superintendent
Telephone: 419-354-9010
Facsimile: 419-354-1146

33. Contacts. It is imperative that the Agency keeps the Board apprised of any changes in contacts for administration, program and fiscal management and monitoring. Should the contact person/s change or leave the Agency, the Agency will notify the Board of the change and provide an alternate contact/s.

34. Severability. If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

35. Notice of Claims. Each Party shall promptly inform the other Party of any information related to the provision of Services by Agency, which could reasonably lead to a claim, demand or liability of or against the other Party by any third party.

36. Headings. The captions and headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

37. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

38. Entire Agreement. This Agreement, along with the Schedules, Exhibits, and Attachments attached hereto and incorporated by reference herein, sets forth the entire agreement and supersedes any and all prior agreements of the Parties with respect to the transactions set forth herein. Neither Party shall be bound by, and each Party specifically objects to, any term, condition, other provision, policy guideline or directive which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) and which is proffered

by the other Party in any correspondence, document, or other communication unless the Party to be bound thereby specifically agrees to such provision in writing.

In the event that any provision contained within a Schedule or Attachment to this Agreement conflicts with a provision of the Agreement, the Agreement shall take precedence and control.

IN WITNESS WHEREOF, the Parties hereto, each acting under due and proper authority, have executed this Agreement as of the date first written above.

Wood County Alcohol, Drug Addiction and Mental Health Services Board

By:  5-31-2019
Arnee Coe, Interim Executive Director Date

By:  6/4/19
Doug F. Cubberley, Board Chair Date

Wood County Educational Services Center

By: _____
Superintendent Date

By: _____
Governing Board President Date

By: _____
Treasurer/CFO Date

Template Approved as to form with signature on file by:

Paul A. Dobson, Wood County Prosecuting Attorney

May 2019

EXHIBIT A BENEFITS

Digital

- Social Media
 - 2 Content Campaign w/ Paid Media - Social content post(s) with paid media
- Website Entitlement
 - 1 Feature - Logo inclusion in website feature ie. Student-Athlete of the Week, Countdown Clock, Daily Weather, etc.

Game/Event Sponsorship

- Men's Hockey
 - 1 Game Sponsorship -

Marks & Logos

- Official Designation
 - 1 Official Partner of Athletics - Official Partner of Athletics

Print

- Football
 - 1 Program Ad - 4-Color Program Ad

Promotions

- Football
 - 1 T-Shirt Toss - T-Shirt Cannon promotion at a single home football game
- Men's Basketball
 - 2 T-Shirt Toss - T-Shirt Toss
- Men's Hockey
 - 1 In-Game Promotion - Tailored promotion
 - 2 T-Shirt Toss - T-Shirt Cannon promotion at a single home hockey game

Signage

- Basketball
 - 1 Concourse Banner - Permanent Signage Display on Concourse; 5' x 4'
 - 1 Videoboard Spot - Videoboard :30
- Football
 - 1 Videoboard Spot - Videoboard :30
- Men's Hockey
 - 1 Concourse - Permanent Signage Display in Concourse
 - 1 Dasherboards LED Rotational -
 - 1 Videoboard Spot - Videoboard Feature
 - 2 Dasherboards - Permanent Signage Display on Dasherboard

CERTIFICATION REGARDING THE AVAILABILITY OF FUNDS

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of this Agreement and is in the treasury of 053-0253401.00 or in the process of collection to the credit of the appropriate fund, free from prior encumbrance. The total amount shall not exceed \$896,776.00.

Matthew Oestreich 5/30/19
Matthew Oestreich, Wood County Auditor Date

Approval of WCDJFS No Wrong Door Agreement – Upon the recommendation of the Superintendent, Ms. Paredes moved and Ms. Hines seconded the motion to approve the following WCDJFS No Wrong Door Agreement for July 1, 2019 to June 30, 2020, in the amount not to exceed \$2,000:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

INTENTIONALLY BLANK

**Agreement Between
Wood County Department of Job and Family Services and
Wood County Educational Service Center for “No Wrong Door” Training**

This Agreement is made and entered into the 28 day of June, 2019 by the Wood County Family and Children First Council, by and through its Administrative Agent, the Wood County Department of Job and Family Services (hereinafter referred to as “JFS”), located at 1928 East Gypsy Lane Road, Bowling Green, Ohio 43402 and the Wood County Educational Service Center (hereinafter referred to as “Provider”) located at 1867 N. Research Drive, Bowling Green, Ohio 43402.

Whereas, JFS serves as the administrative agent for the Family and Children First Council of Wood County; and

Whereas, pursuant to Revised Code (R.C.) 121.37(B)(5)(a)(i), the Administrative Agent for Family and Children First Council may enter into agreements or administer contracts with public or private entities to fulfill specific council business; and

Whereas, the Family and Children First Council of Wood County has determined a need for community education in the field of Information and Referral, specifically the “No Wrong Door” training program in Wood County; and

Whereas, the Wood County Educational Service Center is willing to coordinate and provide the logistics for “No Wrong Door” training; and

Whereas, pursuant to R.C. 121.37(B)(5)(a)(i), this Agreement is exempt from the competitive bidding requirements of R.C. 307.86.

Now, therefore, the parties each in consideration of the promises of the other hereto, do hereby agree as follows:

1. GRANT OF FUNDS

- a. The JFS agrees to provide a grant not to exceed Two Thousand Dollars and Zero Cents (\$2,000.00) to the Provider for the No Wrong Door Training Program.
- b. The Provider agrees to coordinate the No Wrong Door Training Program sessions by arranging for the training site and providing any needed materials, supplies, and personnel to assist with the training. See Attachment A, hereby incorporated into and made a part of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement shall be from July 1, 2019 through June 30, 2020, provided, however, that such Agreement may be terminated by either party upon thirty (30) days’ written notice.

3. USE OF FUNDS

The funds must be used for No Wrong Door Program training related costs between July 1, 2019 and June 30, 2020.

4. BILLING

The Provider will send monthly billings for the services provided in the prior month to JFS, Administrative Agent for the Wood County Family and Children First Council. The final bill shall be submitted no later than **July 15, 2020**.

5. NON-DISCRIMINATION CLAUSE

Provider, in compliance with Ohio Revised Code Section 125.111(A), agrees to both of the following: (1) That, in the hiring of employees for the performance of work under this contract or any subcontract, no contractor, subcontractor, or any person acting on Provider's behalf, shall by reason of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the contract relates, and (2) That no contractor, subcontractor, or person on his behalf shall, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this contract on account of race, color, religion, sex, age, disability, or military status as defined in R.C. 4112.01, national origin or ancestry.

6. CONFLICT OF INTEREST

No personnel of the Provider or any subcontractor of the Provider, no member of the governing body of any locality, and no other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being performed, who exercise any functions or responsibilities in connection with the review or approval of the undertaking or carrying out of such work shall, prior to the completion of said work, voluntarily or involuntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge or fulfillment of his functions or responsibilities with respect to carrying out said work. Any such person, who prior to the execution of this Agreement, acquires any such incompatible or conflicting personal interest, or after the effective date of this Agreement involuntarily or voluntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his/her interest to JFS in writing. Thereafter, such person shall not participate in any action affecting the work under this Agreement unless JFS shall determine that, considering the personal interest disclosed, his/her participation in any such action would not be contrary to the public interest.

7. LIMITATION OF LIABILITY

Both parties acknowledge and understand that this Agreement does not confer upon either party any right or claim to indemnification, be it expressed or implied.

8. CHILD SUPPORT CLAUSE

The Provider declares that its principal officers, directors, shareholders, and/or partners are current with any court-ordered child support payments pursuant to the Board of County Commissioners' Resolution No. 92-2041.

9. INDEPENDENT CONTRACTORS

It is hereby agreed by and between the parties that the relationship between the parties shall be that of an independent contractor and that no employer-employee or agent-principal relationship is created by this contract. JFS is interested in the results achieved and the conduct and control of the work will lie solely with the Provider. Provider is not entitled to any of the benefits JFS provides its employees. It is further understood that JFS does not agree to use

Provider exclusively. Provider is free to contract for similar services to be performed for other parties while he is under contract with JFS. Provider shall be solely liable and responsible to pay all required taxes and other obligations, including, but not limited to, withholding and social security.

10. RECORDS, ACCESS, AND MAINTENANCE

The Provider shall establish and maintain for at least three (3) years from the termination of this Agreement such records as are required by JFS. These records include, but are not limited to required fiscal records. The parties further agree that records required by JFS with respect to any questioned costs, audit disallowance, litigation or dispute between JFS and the Provider shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement, or if for any other reason JFS shall require a review of the records related to the project, the Provider shall, at its own costs and expense, segregate all such records related to the project from its other records of operation.

11. NOTICE

All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

In the case of JFS, to:
David Wigent, Director
Wood County Department of Job and Family Services
1928 E. Gypsy Lane Road
P.O. Box 679
Bowling Green, Ohio 43402

In the case of the Provider, to:
Mark North, Superintendent
Wood County Educational Service Center
1867 N. Research Drive
Bowling Green, Ohio 43402

12. UNUSUAL CIRCUMSTANCES AFFECTING PERFORMANCE

If the Provider cannot meet any or all the obligations placed upon it by the terms of this Agreement, (1) the Provider shall immediately so notify JFS in writing, and (2) JFS shall make reasonable efforts to assist the Provider in meeting its obligations under the Agreement. If within thirty (30) days the Provider remains unable to comply with its obligations under this Agreement, the Provider may seek modification in accordance with the procedures set forth in this Agreement. Nothing in this provision shall be interpreted or construed as limiting the right of JFS to terminate the Agreement.

13. NONFORBEARANCE

No act of forbearance or failure to insist on the prompt performance of the Provider of its obligations under this Agreement, either expressed or implied, shall be construed as a waiver by JFS of any of its rights hereunder.

14. SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

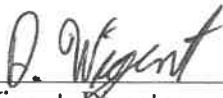
15. MODIFICATION OF AGREEMENT

Any alteration or modification of the terms or conditions of this Agreement must be in writing and signed by all parties.

16. ENTIRE AGREEMENT

This Agreement and Attachment A, appended hereto and incorporated herein, constitute the entire Agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral. Any alteration or modification of the terms or conditions of this Agreement must be in writing and signed by the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.



David Wigent, Director
WC Dept. of Job and Family Services,
Administrative Agent of WC Family
And Children First Council




Date

Mark North, Superintendent Date
Wood County Educational Service Center

Board President Date
Wood County Educational Service Center

Treasurer Date
Wood County Educational Service Center

Approved as to Form:



Paul A. Dobson
Wood County Prosecuting Attorney

Certification Regarding the Availability of Funds

I, Matthew Oestreich, Auditor of Wood County, hereby certify that the money to meet this agreement has been lawfully appropriated for this agreement and is in the treasury of 038-0338-5423.00 or is in the process of collection to the credit of the appropriate fund, free from prior encumbrance.

Total amount not to exceed \$2,000.00.



Matthew Oestreich
Wood County Auditor

Date: 6/6/19

Approval of Non-Salary Schedule Staff for 2019-2020 – Upon recommendation of the Superintendent, Mrs. Paredes moved and Ms. Hines seconded the motion for the approval of the following Non-Salary Schedule Staff for 2019-2020:

| | |
|---|-------|
| Prevention Administrative Assistant | 1.85% |
| Prevention Specialists – Salaried | 1.85% |
| Prevention Specialists – Hourly | 1.85% |

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes, and Mr. Smith. The Chair declared the motion carried.

Approval of Ohio ESC Association Membership – Upon the recommendation of the Superintendent, Mr. Smith moved and Ms. Hines seconded the motion to approve the Ohio ESC Association Membership & AESA Membership effective 2019-2020 in the amount of \$3,011.31

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.



Invoice

Invoice No. 34535

Invoice Date: 06/05/2019

8050 N High Street - #150
Columbus, OH 43235

Mark North
Wood County Educational ServiceCenter
1867 North Research Drive
Bowling Green, OH 43402

Member ID: 410

Date Due: Net 30

| Description | Qty | Rate | Amount |
|--|------|----------|-----------------|
| OESCA Membership Dues 2019-2020 | 1.00 | 2,581.31 | 2,581.31 |
| AESA Dues Collected By OESCA 2019-2020 | 1.00 | 430.00 | 430.00 |
| Total: | | | 3,011.31 |
| Amt Paid: | | | 0.00 |
| Balance Due: | | | 3,011.31 |

Approval of Juvenile Residential Center Agreement – Upon the recommendation of the Superintendent, Mr. Long moved and Ms. Paredes seconded the motion to approve the following 2019-2020 Juvenile Residential Center Agreement:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

INTENTIONALLY BLANK

AGREEMENT FOR EDUCATIONAL SERVICES

This agreement is made and entered into on _____, 2019, by and between the Juvenile Residential Center of Northwest Ohio, 1012 Dunbridge Rd., Bowling Green, Ohio (hereinafter referred to as JRC) and the Wood County Educational Service Center, 1867 North Research Dr., Bowling Green, Ohio (hereinafter referred to as WCESC).

I. PURPOSE

Ohio Administrative Code section 5139-36-14 requires that all Community Correction Facilities funded through the Department of Youth Services provide academic instruction to residents in accordance with guidelines as established by the Ohio Department of Education and in keeping with state and federal law.

II. TERMS OF AGREEMENT

The service provided by WCESC pursuant to this agreement shall commence on the 1st day of July, 2019, and continue through June 30, 2020. Should issues arise which either party believes to be such to warrant termination or modification of this agreement, said issue(s) shall be communicated in writing and both JRC and WCESC shall discuss the issue(s). Prior to its scheduled termination, if resolution cannot be attained within a two week period after initial written notice, either party may furnish a sixty-day written notice of intent to terminate the agreement.

III. PAYMENT FOR SERVICES

The WCESC agrees to be responsible for securing tuition reimbursement from the student's home school district, as established by the Juvenile Court.

IV. WCESC AGREES TO PROVIDE THE FOLLOWING:

1. Provide and maintain an educational department program to meet all applicable requirements set by the Ohio Department of Education, the Ohio Department of Youth Services, American Correction Association, and all state and federal law.
2. Provide educational personnel and services to meet the requirements as set forth in item 1. above.
3. Maintain standard liability insurance coverage on its personnel providing educational services at the JRC.

4. Assure that the WCESC personnel providing educational services to the JRC will follow all security and program requirements established by the JRC.
5. Employ standard county accounting practices and procedures and make records available to a designated officer of the JRC on a semi-annual basis.
6. Conform with the calendar established by the WCESC with the exception of "snow days" or other weather delays. All teaching staff will report for work regardless of school closings, unless Wood County declares a weather emergency.

V. THE JRC AGREES TO PROVIDE THE FOLLOWING:

1. Classroom space for teachers, assistants and students.
2. Adequate storage space for supplies and materials used in the educational program.
3. Security and program requirement training for all educational personnel.
4. Use of duplicating machine for educational material.

VI. INDEMNIFICATION: HOLD HARMLESS CLAUSE

The WCESC will indemnify and hold JRC harmless from liabilities, claims or demands from persons not party to this agreement and all costs and expenses in connection herewith arising out of any personal injury or death or any damage to such third party's property to the extent that such injury, death or damage is caused by negligence of WCESC, or its officers, employees or agents. The JRC shall be required to give timely notice and accord to WCESC the right to defend or settle such claims.

The JRC will indemnify and hold WCESC harmless from liabilities, claims or demands from persons not party to this agreement and all costs and expenses in connection herewith arising out of any personal injury or death or any damage to such third party's property to the extent that such injury, death or damage is caused by negligence of JRC, or its officers, employees or agents. WCESC shall be required to give timely notice and accord to JRC the right to defend or settle such claims.

VII. ENTIRE AGREEMENT

This document constitutes the entire agreement of the parties and shall supersede all prior negotiations, proposals, and representations whether written or oral.

IN WITNESS WHEREOF, the parties have approved said agreement as evidenced by their signatures below on this _____ day of _____, _____.

By: Bridget Ansberg
Bridget Ansberg, Director
Juvenile Residential Center of Northwest Ohio

By: _____
Mark North, Superintendent
Wood County Educational Service Center

By: _____
Kathy Limes, President,
Wood County Educational Service Center Governing Board

By: _____
Gina R. Fernbaugh, Treasurer / CFO
Wood County Educational Service Center.

Approval of Employment of Classified Personnel – Upon the recommendation of the Superintendent, Ms. Paredes moved and Ms. Hines seconded the motion to approve the employment of the following Classified Personnel:

Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith. The Chair declared the motion carried.

New Hires 2018-2019 School Year

Tabitha Molnar, CLC Seasonal Program Assistant, effective 04/25/2019 – 05/11/2019, 5 hrs. p/day, 5 days p/wk., As needed, CLC/PA/0 \$10.34 p/hr.

Student Workers New Hire 2018-2019 School Year

Michael Blevins, WIOA Student Worker, effective 06/16/2019-6/30/2019, 8 hrs. p/day As needed \$10.00 p/hr.

Emmaline Carpenter, TANF Student Worker, effective 06/17/2019-6/30/2019, As needed \$10.00 p/hr.

Jordan Fraser, WIOA Student Worker, effective 06/10/2019 – 6/30/2019, 8 hrs. p/day, As needed \$10.00 p/hr.

Supplementals for Summer 2019

Christy Bennett, Unit Paraprofessional Extra Curricular, effective 05/27/2019 – 08/30/2019, Max 30 hrs., As needed, UP/2 \$16.75 p/hr.

Caylee Hewitt, Unit Paraprofessional Extra Curricular, effective 05/27/2019 – 08/30/2019, Max 30 hrs., As needed, UP/3 \$17.26 p/hr.

Bonita Howard, Paraprofessional Transport, effective 06/03/2019 – 08/09/2019, 2.25 hrs p/day, Max 80 hrs, As needed, UP/1 \$16.24 p/hr.

Michelle Johnson, Paraprofessional Transport, effective 06/03/2019 – 08/09/2019, Max 80 hrs., As needed, UP/3 \$17.26 p/hr.

Aimee Miller, Unit Paraprofessional Extra Curricular, effective 06/01/2019 – 08/30/2019, Max 50 hrs., As needed, UP/2 \$16.75 p/hr.

Jill Morse, Unit Paraprofessional Extra Curricular, effective 06/01/2019 – 08/30/2019, Max 25 hrs., As needed, UP/3 \$17.26 p/hr.

Jill Morse, Paraprofessional Transportation, effective 06/10/2019 – 08/01/2019, Max 30 hrs., As needed, UP/3 \$17.26 p/hr.

Samantha Schrader, Unit Paraprofessional Extra Curricular, effective 06/01/2019 – 08/30/2019, Max 24 hrs., As needed, UP/0 \$15.73 p/hr.

Carrie Walland, Senior Team Leader, effective 05/13/2019 – 06/30/2019, Max 10 hrs. p/wk, As needed, CLC/STL/0 \$14.02 p/hr

Marcella Welling, Unit Paraprofessional Extra Curricular, effective 05/25/2019 – 10/1/2019, Max 30 hrs., As needed, UP/3 \$17.26 p/hr.

Classified Staff – Continued**Supplementals for Summer 2019 Continued**

| | |
|---|---------------|
| Nikki Wright , Unit Paraprofessional Extra Curricular, effective 05/27/2019 – 08/30/2019, Max 25 hrs., As needed, UP/3 | \$17.26 p/hr. |
| Nikki Wright , Paraprofessional Transport, effective 06/10/2019 – 08/01/2019, Max 30 hrs., As needed, UP/3 | \$17.26 p/hr. |

New Hires 2019-2020 School Year

| | |
|--|----------|
| Ellen Richman , Student Attendant, effective 8/12/19 6.75 hrs p/day, 5 days p/wk, 192 days, AA/2 | \$17,366 |
|--|----------|

Seasonal Rehire 5/21/2019-8/17/2019

| | |
|---|---------------|
| Jennifer Banks , CLC Seasonal Program Assistant, effective 07/01/2019 5 hrs. p/day, 5 days p/wk., As needed, CLC/PA/0 | \$10.34 p/hr. |
| Tabitha Molnar , CLC Seasonal Program Assistant, effective 05/12/2019 – 08/17/2019, 5 hrs p/day, 5 days p/wk., As needed, CLC/PA/0 | \$10.34 p/hr. |

Rehire 2019-2020 School Year

| | |
|---|----------|
| Jessica Kizer , Educational Aide, effective 08/09/2019, 6.5 hrs. p/day, 5 days p/wk., 185 days, A/N/7 | \$16,570 |
|---|----------|

Student Worker Rehires 2019-2020 School Year

| | |
|---|---------------|
| Michael Blevins , WIOA Student Worker, effective 07/01/2019- 6/30/2020, 8 hrs. p/day As needed | \$10.00 p/hr. |
| Paul Bogdan , WIOA Student Worker, effective 07/01/2019 – 06/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |
| Lacey Burlin , TANF Student Worker, effective 07/01/2019 – 06/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |
| Emmaline Carpenter , TANF Student Worker, effective 07/01/2019- 6/30/2020, As needed | \$10.00 p/hr. |
| Orion Crimmins , TANF Student Worker, effective 07/01/2019 – 06/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |
| Teriana Durham , WIOA Student Worker, effective 07/01/2019 – 06/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |
| Jordan Fraser , WIOA Student Worker, effective 07/01/2019 – 6/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |
| Samantha Gewrschutz , WIOA Student Worker, effective 07/01/2019 – 06/30/2020, 8 hrs. p/day, As needed | \$10.00 p/hr. |

Classified Staff – Continued**Supplemental 2019-2020 School Year**

| | |
|--|---------------|
| Steve Beck , Custodian Overtime, effective 07/01/2019 – 06/30/2020, As Needed, Custodian/14 | \$24.09 p/hr. |
| Stephanie Dyar , CLC Support Services, effective 07/01/2019 – 06/30/2020, Max 35 hrs., As needed, Sec/6 | \$15.38 p/hr. |
| Ellen Richman , Behavior Coach, effective 08/12/2019 – 5/29/2020, 5 days p/wk., As needed | \$4,000 |
| Greg VanVorhis , Tech Support, effective 07/01/2019 – 06/30/2020, 5 days p/week, .60 p/day, 262 days | \$3,307 |

Changes 2019-2020 School Year

| | |
|---|----------|
| Lauren Benner , Unit Para, From 6.5 hrs. p/day, 5 days p/wk., 182 days, \$20,182 To 6.75 hrs. p/day, 5 days p/wk., 183 days effective 08/08/2019, UP/3 | \$21,073 |
| Arlene Garvin , From Student Attendant To Educational Aide, effective 08/12/2019 | |
| Marjorie Harris , Paraprofessional, From 3 hrs. p/day, 5 days p/wk., \$7,524 To 6.5 hrs. p/day, 5 days p/wk., effective 08/09/2019, A/N/9 | \$16,302 |
| James Hilty , From Student Attendant To Educational Aide effective 08/12/2019 | |
| Scott Mitchell , From Student Attendant To Educational Aide effective 08/12/2019 | |
| Vanessa Turner , From Educational Aide To Student Attendant, Effective 08/12/2019 | |
| Marcie Welling , Unit Para, From 6.75 p/day, 5 days p/wk., \$22,358 To 6.5 hrs. p/day, 5 days p/wk., effective 08/08/2019 | \$21,530 |

Approval of Employment of Certified Personnel – Upon the recommendation of the Superintendent, Ms. Hines moved and Mr. Smith seconded the motion to approve the employment of the following Certified Personnel:

New Hire 2018-2019 School Year

Gabrielle Hinshaw, CLC Tutor, effective 06/13/2019,
4 hrs p/day, 3 days p/wk., As needed, CLC/TU/B/0 \$24.93 p/hr.

Changes 2018-2019 School Year

Susan Shaffer, Gifted Coordinator, From 19 days To 20.5 days
effective 08/13/2018

Summer 2019 Supplemental

Lauren Girdler, IEP Anywhere Training, effective 06/05/2019,
1 day, Max 2 hrs., As needed \$20.00 p/hr.

Miranda D'Amore, Professional Development Meeting, effective
05/31/2019, Max 1 day, As needed \$93.54 p/day

Amy Keegan, IEP Anywhere Training, effective 06/05/2019,
1 day, Max 2 hrs., As needed \$20.00 p/hr.

Audra Moore, OT Playbased cases, effective 06/24/2019 –
07/01/2019, Max 3 hrs., As Needed, OT/M/11 \$44.86 p/hr.

Josie Rowe, Playbased PT classroom for Preschooler, effective
06/24/2019- 07/01/2019, Max 6 hrs., As needed, PT/150/10 \$43.74 p/hr.

Robyn Sharninghouse, IEP Anywhere Training, effective
06/05/2019, Max 2 hrs. As needed \$20.00 p/hr.

New Hires for 2019-2020 School Year

Hilary Burch, ECS Intervention Specialist, effective 08/15/2019
7 hrs p/day, 5 days p/wk, 184 days, BA/0 \$32,877

Mallory Dockery, COTA, effective 8/12/19
7 hrs p/day, 5 days p/wk, 185 days, A/N/6 \$30,160

Jera Shehorn, NW School Nurse, effective 08/15/2019,
6.75 hrs. p/day, 5 days p/wk, 184 days, BA/10 \$45,041

Rehire 2019-2020 School Year

Gabrielle Hinshaw, CLC Tutor, effective 07/01/2019-6/30/2020
4 hrs. p/day, 3 days p/wk., As needed, CLC/TU/B/0 \$25.39 p/hr.

Certified Staff – Continued**Changes 2019-2020 School Year**

| | |
|---|---------------|
| Rikki Costell , COTA, effective 08/12/2019, From 7 hrs.p/day, 5 days p/wk To 7 hrs. p/day, 3 days p/wk, 111 days | \$22,865 |
| Andrea Crippen , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/150/5 | |
| Emily Dannenberger , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020As needed, CLC/TU/B/0 | |
| Rachel Dannenberger , CLC Tutor, From 7/1/2019-8/17/19, CLC/TU/B/150, \$26.33 p/hr. To 7/01/19- 6/30/2020, As needed, CLC/TU/M/0 | \$27.77 p/hr. |
| Megan Dunn , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/150/0 | |
| Angela Hanes , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020 As needed, CLC/TU/B/4 | |
| Rachel Linkous , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/150/0 | |
| Heather Meeker , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/M/3 | |
| Hope Nevins , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/B/0 | |
| Lauren O'hare , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/B/0 | |
| Christine Price , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/M/6 | |
| Becky Schardt , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/M/6 | |
| Stephanie Wilk , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/B/0 | |
| Jennifer Yoder , CLC Tutor, From 7/1/2019-8/17/19 To 7/01/19- 6/30/2020, As needed, CLC/TU/M/5 | |

Governing Board Updates

Director Reports:

Susan Spencer, Community Learning Centers Director, reported the following:

- Over 300 students have attended each field trip sponsored by the CLC
- 18 vendors and local businesses participated in STEAM day at the BGSU

Penta Career Center Report –

Joe Long, Board Member & Legislative Liaison Representative

- The state biennium budget is still a work in progress. Adjustments to the local report cards, graduation requirements, and the number of tests administered to high school students are some of the items being discussed.

Executive Session

None

Adjournment

Motion by Mr. Smith, and Seconded by Ms. Hines, to adjourn the meeting at 4:35 p.m.

*Roll Call: Yeas: Ms. Hines, Ms. Limes, Mr. Long, Ms. Paredes and Mr. Smith.
The Chair declared the motion carried.*

ATTEST:

Kathy Limes, President

Gina Fernbaugh, Treasurer/CFO