

BOARD MINUTES
BOARD MEETING
ADMINISTRATION BUILDING
September 13, 2021
7:00 P.M.

Call to Order: Phil Foster, Brian Gott, Dennis Reagan, Adam Shepherd and Melissa Smith. Absent: Greg Hole & Shane Steimel.

Pledge of Allegiance
Prayer

- **MINUTES**

- The Chair entertained a motion to approve the minutes of the August 9, 2021, School Board Meeting.

Motion: Brian Gott, Second: Adam Shepherd, (Discussion), Vote: 5-0

- **SPECIAL PRESENTATIONS/RECOGNITIONS**

- Pascal Fettig provide an update on the B.A.S.E. program.

- **REPORTS**

- Representatives from Moake Park and Tecton provided an update on the Thorntown Elementary construction project.
- Superintendent Rob Ramey provided an update on Non-Resident Enrollment.

ACTION ITEMS

By individual motions, the Board approved/adopted the following items or action.

- **PERSONNEL** All employment recommendations are pending completed satisfactory criminal background history report.
- **Granville Wells**
 - Amanda Cavins – Employment – Lifeskills Instructional Assistant effective August 27, 2021
 - Alexis Haag – Employment – Lifeskills Instructional Assistant effective August 27, 2021
 - Christen Mills – Resignation – Cook effective September 3, 2021

ECA
Beth Juillerat – Spell Bowl Co-Coach
Allyson Gardner – Spell Bowl Co-Coach
Kim Bloss – Math Bowl Co-Coach
Stefanie Ross – Math Bowl Co-Coach
Abby Battisti – 5th Grade Girls Volleyball Coach
John Reynolds – Robotics Team Coach
Eric Lloyd – 5th Grade Boys Basketball Coach
- **Thorntown**
 - Kay Barrett – Change in Position from Cook to Head Cook effective August 1, 2021

ECA
Mandy Dudley – Coach for Girls Who Code
Kristie Ballentine – Coach for Girls Who Code
- **Western Boone**
 - Darrell McKinney – FMLA Extension – Custodian – effective September 9, 2021 to October 20, 2021
 - Patty Spencer – Employment – Part-time Cafeteria effective August 12, 2021
 - Amanda Henson – Employment – Cook effective August 16, 2021
 - Judy Adams – Resignation – Cook effective August 20, 2021
 - David Crawford – Employment – Custodian effective September 7, 2021

ECA

Krista Marconett – Certified EL Teacher
Holli Butler – New Teacher Mentor
Katie Swisher – New Teacher Mentor
A.J. Mohringer – Boys Bowling Coach
Karen Copeland – Girls Bowling Coach
Andy Hoskins – Bowling Volunteer
Julie Taylor – Junior High Academic Team
Jennifer Foxworthy – High School Academic Team
Sarah Scott – Sunshine Society Co-Sponsor

• **Western Boone Transportation**

- Alice Jones – Employment – Substitute Bus Driver effective August 10, 2021
- Deanna Garnard – Employment – Substitute Bus Driver effective August 10, 2021
- Kurt Baird – Temporary – SP Bus Driver effective August 10, 2021

Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 5-0

• **BUSINESS**

• **2022 Corporation Budget Hearing**

- The Director of Business and Technology entertained a motion to open the 2022 Budget Hearing

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 5-0

- The Director of Business and Technology entertained comments regarding the 2022 Budget

No public comment was offered.

- The Director of Business and Technology entertained a motion to close the 2022 Budget Hearing

Motion: Brian Gott, Second: Melissa Smith, (Discussion), Vote: 5-0

• **2022-2024 Capital Projects Hearing**

- The Director of Business and Technology entertained a motion to open the 2022-2024 Capital Projects Plan Hearing

Motion: Melissa Smith, Second: Adam Shepherd, (Discussion), Vote: 5-0

- The Director of Business and Technology entertained comments regarding the 2022-2024 Capital Projects Plan Hearing

No public comment was offered.

- The Director of Business and Technology entertained a motion to close the 2022-2024 Capital Projects Plan Hearing

Motion: Adam Shepherd, Second: Melissa Smith, (Discussion), Vote: 5-0

• **2022-2026 Bus Replacement Hearing**

- The Director of Business and Technology entertained a motion to open the 2022-2026 Bus Replacement Plan Hearing

Motion: Adam Shepherd, Second: Melissa Smith, (Discussion), Vote: 5-0

- The Director of Business and Technology entertained comments regarding the 2022-2026 Bus Replacement Plan Hearing

No public comment was offered.

- The Director of Business and Technology entertained a motion to close the 2022-2026 Bus Replacement Plan Hearing

Motion: Adam Shepherd, Second: Brian Gott, (Discussion), Vote: 5-0

- **Resolution Authorizing the Use of Online Payments Systems to Pay Athletic Officials**

- Athletic Director, Jeremy Dexter, recommended the Board to approve a Resolution Authorizing the use of online payment system to pay Athletic Officials.

Motion: Brian Gott, Second: Phil Foster, (Discussion), Vote: 5-0

- **Non-Resident Students**

- Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - Farrah Rogers – Granville Wells, 3rd Grade, 2021-2022 school year.
 - Javon Denk – Granville Wells, 6th Grade, 2021-2022 school year.
 - Justice Denk – Granville Wells, 6th Grade, 2021-2022 school year.
 - Connor Palmer – Thorntown, 4th Grade, 2021-2022 school year.
 - Olivia Burtner – Thorntown, 5th Grade, 2021-2022 school year.
 - Brentton Palmer – Thorntown, 6th Grade, 2021-2022 school year.
 - Autumn Palmer – Thorntown, 6th Grade, 2021-2022 school year.
 - Alivia Beckley – Western Boone, 9th Grade, 2021-2022 school year.
 - Dustin Catron – Western Boone, 9th Grade, 2021-2022 school year.
 - Alajah Stegmeier – Western Boone, 9th Grade, 2021-2022 school year.
 - Reid Princell – Western Boone, 11th Grade, 2021-2022 school year.
 - Deseree Spann – Western Boone, 12th Grade, 2021-2022 school year.

Motion: Adam Shepherd, Second: Melissa Smith, (Discussion), Vote: 5-0

- **Donations**

- Western Boone received anonymous donation of \$100.00 to be used for textbook rental.
- Western Boone High School Volleyball received anonymous donation of \$200.00.
- Western Boone FFA received \$5,000.00 in donation from Ben W. Bennington.
- Western Boone High School Football received \$5,000.00 in donation from Peyton Manning.
- Western Boone High School Golf received \$500.00 in donation from Jackson Investment Group, (Jackson IG, LLC).
- Western Boone High School Cheerleading received anonymous donation of \$700.00.
- Western Boone High School Cheerleading received \$1,500.00 in donation from Veteran Right of Way, Inc.
- Western Boone High School Ping Pong Club received \$100.00 in donation from Ryan Richardson.
- Western Boone High School Ping Pong Club received \$300.00 in donation from Jackson Investment Group, (Jackson IG, LLC).
- Western Boone High School Ping Pong Club received \$100.00 in donation from North Salem State Bank.
- Western Boone High School Athletics received the following Gym Wall Sponsorship.
 - All Animals Vet Clinic \$1,500.00
 - B & B Enterprises \$500.00
 - Farmers Bank \$500.00
 - Blue Haven Pools \$500.00

- Nucor \$1,500.00
- Deborah K. Smith \$500.00
- Parr Richey Frandsen Patterson Kruse \$500.00

Motion: Phil Foster, Second: Melissa Smith, (Discussion), Vote: 5-0

- **CLAIMS**

- The Chair entertained a motion to approve the claims for the period of August 9, 2021, through September 13, 2021, as submitted.

Motion: Adam Shepherd, Second: Brian Gott, (Discussion), Vote: 5-0

- **MONTHLY FINANCIAL REPORTS**

- Kristen Dunn, Corporation Treasurer, provided an update on the financial reports of the school corporation

- **OTHER**

- **PERSONNEL**

- **Granville Wells**
 - Donna Stachowicz – Resignation – Instructional Assistant effective August 13, 2021

- **BUSINESS**

- **Contract for Medicaid Reimbursement Services for Western Boone County Community School Corporation**
 - Superintendent Ramey recommended the Board approve the Contract for Medicaid Reimbursement Services with Public Consulting Group LLC.
- **Non-Resident Students**
 - Superintendent Ramey recommended the Board approve the following Non-Resident Students:
 - James Nichols – Thorntown, Kindergarten, 2021-2022 school year.
 - Jonah Rhoton – Thorntown, 5th Grade, 2021-2022 school year.
 - Noah Rhoton – Thorntown, 6th Grade, 2021-2022 school year.

Motion: Phil Foster, Second: Adam Shepherd, (Discussion), Vote: 5-0

- **ANNOUNCEMENTS**

- eLearning – September 22, 2021
- End of 9 weeks – October 8, 2021
- October Board Meeting – October 11, 2021

- **ADJOURNMENT**

Motion: Brian Gott, Second: Adam Shepherd, (Discussion), Vote: 5-0

NOTICE TO TAXPAYERS

The Notice to Taxpayers is available online at www.budgetnotices.in.gov or by calling (888) 739-9826.

Complete details of budget estimates by fund and/or department may be seen by visiting the office of this unit of government at 1201 N. SR 75, Thorntown.

Notice is hereby given to taxpayers of **WESTERN BOONE COUNTY SCHOOL CORPORATION, Boone County, Indiana** that the proper officers of **Western Boone County Community School Corporation** will conduct a public hearing on the year **2022** budget. Following this meeting, any ten or more taxpayers may object to a budget, tax rate, or tax levy by filing an objection petition with the proper officers of **Western Boone County Community School Corporation** not more than seven days after the hearing. The objection petition must identify the provisions of the budget, tax rate, or tax levy to which taxpayers object. If a petition is filed, **Western Boone County Community School Corporation** shall adopt with the budget a finding concerning the objections in the petition and testimony presented. Following the aforementioned hearing, the proper officers of **Western Boone County Community School Corporation** will meet to adopt the following budget:

Public Hearing Date	Monday, September 13, 2021
Public Hearing Time	7:00 PM
Public Hearing Location	1201 N. SR 75, Thorntown

Adoption Meeting Date	Monday, October 11, 2021
Adoption Meeting Time	7:00 PM
Adoption Meeting Location	1201 N SR 75, Thorntown

Est. School Operations Max Levy	\$3,663,332
Property Tax Cap Credit Estimate	\$13,800

1 Fund Name	2 Budget Estimate	3 Maximum Estimated Funds to be Raised (including appeals and levies exempt from maximum levy limitations)	4 Excessive Levy Appeals	5 Current Tax Levy	6 Levy Percentage Difference (Column 3 / Column 5)
0061-RAINY DAY	\$600,000	\$0	\$0	\$0	
0180-DEBT SERVICE	\$3,978,074	\$3,664,066	\$0	\$3,571,597	2.59%
3101-EDUCATION	\$11,245,899	\$0	\$0	\$0	
3300-OPERATIONS	\$6,188,266	\$3,663,332	\$0	\$3,248,456	12.77%
Totals	\$22,012,239	\$7,327,398	\$0	\$6,820,053	

Pursuant to IC 20-40-18-6, the Western Boone County Community School Corporation plan contains a listing of all proposed capital expenditures that exceed \$10,000 that are expected to be acquired within the three years immediately following the year the plan was adopted.

Capital Project Plan Adoption Date:

10/11/21

	Asset Description*	Acquisition Amount
1	Transportation Service Pick-up Truck	\$ 40,000.00
2	Grounds Trailer to Haul Equipment between Campuses	\$ 12,500.00
3	Tech Hardware/Servers/Switch Upgrades	\$ 80,000.00
4	Classroom Furniture	\$ 50,000.00
5	9 Corporation Copiers (5 Year Lease 2020-2025)	\$ 92,000.00
6	Washing Machine - WBHS	\$ 10,000.00
7		
8		
9		
10		

Note: The description may include a physical description of the asset and/or any applicable make, model, manufacturer, or VIN Number if applicable.

Pursuant to IC 20-40-18-6, the Western Boone County Community School Corporation plan contains a listing of all proposed projects that are capital in nature that exceed \$10,000 that are expected to begin within the three years immediately following the year the plan was adopted.

Capital Project Plan Adoption Date:

10/11/21

	Project Description*	Estimated Start Date	Estimated End Date	Estimated Project Cost
1	Roof Repair - WBHS Section H	5/31/22	8/1/22	\$ 100,000.00
2	Carpet All Three Schools (Classrooms, Band/Choir, Entries)	3/1/22	12/31/23	\$ 75,500.00
3	Locker Room Refinishes	6/1/22	12/31/23	\$ 24,000.00
4	Interior Painting All Schools	3/1/21	12/31/23	\$ 21,500.00
5	Shade Structure at WB Soccer Fields	11/1/21	6/1/22	\$ 15,000.00
6	Controls Upgrade (8 MECs) GWES	1/1/22	12/31/23	\$ 80,000.00
7	Copier Lease - see acquisitions page	10/1/20	9/30/25	
8	WBHS PA/Intercom Replacement	1/1/22	5/31/22	\$ 30,000.00
9	GWES Gym Sound System Replacement	10/1/21	3/1/22	\$ 15,000.00
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Note: Project Description may include a description of the project including physical location, scope of work, and/or internal project name or tracking number.

Additional sheets may be added if necessary

**RESOLUTION TO ADOPT THE CAPITAL PROJECTS FUND PLAN
Budget Year 2022**

This resolution is adopted by the Board of Trustees of the School Corporation below:

School Corporation Name:

Western Boone County Community School Corporation

County:

Boone

WHEREAS, A Capital Project Plan has been established; and

WHEREAS, the Board of Trustees is required under IC 20-40-18-6 to adopt a plan for the Capital Project Plan; and

WHEREAS, the Board of Trustees held a public hearing on the plan date and place below:

Meeting Date:

September 13, 2021

Meeting Location:

WBCCSC Admin Bld., 1201 N. SR 75, Thorntown, IN 46071

THEREFORE, BE IT RESOLVED, by the Board of Trustees that the plan entitled "2022 Capital Project Plan" this resolution, and is adopted as the Board of Trustees' Plan with respect to the Capital Project Plan.

BE IT FURTHER RESOLVED, that the Board of Trustees shall submit a certified copy of this resolution to the Department of Local Government Finance as required by IC 20-40-18-6.

Adoption Date:

October 11, 2021

AYE

NAY

Attest: _____

Secretary of Board of School Trustees

**SCHOOL BUS REPLACEMENT PLAN
FOR THE YEARS 2022 - 2026**

Pursuant to IC 20-40-18, Western Boone County Community School Corporation does hereby submit to the Department of Local Government Finance the following School Bus Replacement Plan for the five (5) year period 2022 through 2026. This plan is based upon the presumption that the minimum useful life of a school bus is not less than twelve (12) years.

**SECTION I
Replacement Cost of Bus/Vehicle During Specific Year**

Bus Description	Corp ID Number	Type of Bus/Vehicle per DOE "TN"	Owned or Leased	Estimated Replacement Costs				
				2022	2023	2024	2025	2026
1 4DRBUAANX9B882976, 09 IC	518	C	Owned	\$110,000				
2 4DRBUAAN0B8345951, 11 IC	54	C	Owned	\$110,000				
3 4DRBUAAN9B8345950, 11 IC	517	C	Owned	\$110,000				
4 4DRBUAAN2B8345949, 11 IC	1	C	Owned		\$114,000			
5 4DRBUAANS0B647737, 12 IC	57	C	Owned		\$114,000			
6 4DRBVAAR56A231567, 12 Chevy	SP 5	A	Owned			\$75,000		
7 1GB3G2BL1C1105287, 12 Chevy	SP 6	A	Owned			\$75,000		
8 4DRBUAAN7C8647738, 12 IC	13	C	Owned			\$117,000		
9 4DRBUAAN1DB295225, 13 IC	526	C	Owned			\$130,000		
10 4DRBUAAN8DB295223, 13 IC	6	C	Owned				\$120,000	
11 4DRBUAANXDB295224, 13 IC	11	C	Owned				\$120,000	
12 4DRBUAAN5EB770490, 14 IC	20	C	Owned				\$120,000	
13 4DRBUAAN9EB770489, 14 IC	2	C	Owned					\$123,000
14 4DRBUAAN6FB628683, 15 IC	25	C	Owned					\$123,000
15 4DRBUAAN8FB628653, 15 IC	3	C	Owned					\$123,000
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Replacement Cost Totals				\$ 330,000	\$ 228,000	\$ 397,000	\$ 360,000	\$ 369,000

**RESOLUTION TO ADOPT BUS REPLACEMENT PLAN
Budget Year 2022**

This resolution is adopted by the Board of Trustees of the School Corporation below:

School Corporation Name:

Western Boone County Community School Corporation

County:

Boone

WHEREAS, A School Bus Replacement Plan has been established; and
WHEREAS, the Board of Trustees is required under IC 20-40-18-9 to adopt a plan for the School Bus Replacement Plan; and

WHEREAS, the Board of Trustees held a public hearing on the plan date and place below:

Meeting Date:

09-13-2021

Meeting Location:

WBCCSC Adm Bld, 1201 N. SR 75, Thorntown, IN 46071
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THEREFORE, BE IT RESOLVED, by the Board of Trustees that the plan entitled "Bus Replacement Plan" this resolution, and is adopted as the Board of Trustees' Plan with respect to the School Bus Replacement Plan.

BE IT FURTHER RESOLVED, that the Board of Trustees shall submit a certified copy of this resolution to the Department of Local Government Finance as required by IC 20-40-18-9.

Adoption Date:

10/11/21

AYE

NAY

Attest: _____

Secretary of Board of School Trustees

**RESOLUTION OF THE BOARD OF TRUSTEES OF THE WESTERN BOONE COUNTY
COMMUNITY SCHOOL CORPORATION**

**AUTHORIZING THE USE OF ONLINE PAYMENTS SYSTEMS TO PAY ATHLETIC
OFFICIALS**

WHEREAS, online payments have become cost-effective, common and secure in the 21st century;

WHEREAS, WBOCCSC has implemented proper internal controls;

WHEREAS, the athletic director and ECA treasurer will follow all requirements set forth by the Indiana State Board of Accounts;

BE IT RESOLVED, the Board authorizes the use of an online payment system for the purposes of compensating athletic officials.

Approved by the Board of Trustees on this 13th day of September, 2021

President, Board of Trustees of the
Western Boone County Community
School Corporation

ATTEST:

Secretary, Board of Trustees of the
Western Boone County Community
School Corporation

EDUCATION & OPERATION FUND COMPARISON REPORT

As of August 31, 2021, the Education Fund cash balance was \$4,055,658. The Education Fund expenditures for August 2021 were \$676,208. As of the end of August 2021, a total of 57% of the 2021 appropriation was expended.

As of August 31, 2021, the Operation Fund cash balance was \$1,933,588. The Operation Fund expenditures for August 2021 were \$321,328. As of the end of August 2021, a total of 47% of the 2021 appropriation was expended.

Western Boone County Community School Corporation has investments in the form of various interest-bearing accounts and deposits with financial institutions and has earned interest as follows:

<u>Financial Institution</u>	<u>2021 YTD Interest Earned</u>
Home National Bank	\$6,927.96

FYI: The August 2021 - Fund, Appropriation, and Revenue Reports are posted to the School Board Document Site

**CONTRACT FOR MEDICAID REIMBURSEMENT SERVICES FOR
WESTERN BOONE COUNTY COMMUNITY SCHOOL CORPORATION**

This Billing Agent Agreement (the “**Agreement**”) is made by and between Public Consulting Group LLC (“**PCG**”), a Delaware limited liability company with a place of business at 148 State Street, Boston, Massachusetts 02109 and Western Boone County Community School Corporation (“**SCHOOL SYSTEM**”), at 1201 N. State Road 75, Thornton, IN 46071-9229 as of 8/5/2021 (“**Effective Date**”).

WHEREAS, the Indiana Medicaid program authorizes Indiana schools to enroll as a Medicaid health service provider; and

WHEREAS, under the Indiana Medicaid school districts can be reimbursed for certain school-based health services of students who are enrolled in Medicaid; and

WHEREAS, **SCHOOL SYSTEM** employs or contracts with health care providers to provide school-based health-related services to students; and

WHEREAS, some school-based health services are Medicaid reimbursable; and

WHEREAS, the School System needs the services of a billing agent to provide comprehensive Medicaid Fee-for-Service billing services for the School System for its nursing services; behavioral health services; speech/language pathology and hearing services; physical and occupational therapy; applied behavior analysis therapy; and other special education-related services to Medicaid eligible students (collectively “**services**”);

WHEREAS, **PCG** has the labor, materials, supplies, equipment, technology, and resources, and demonstrated its ability and expertise in these areas; and

WHEREAS, **PCG** is able and willing to perform such services;

WHEREAS, **SCHOOL SYSTEM** wishes to receive Medicaid billing services from **PCG**;

NOW THEREFORE, the parties hereto mutually agree as follows:

I. SCOPE OF SERVICES

- A.** **PCG** and **SCHOOL SYSTEM** shall each perform their respective services, as described in the attached **Exhibit A**, in accordance with the terms and conditions set forth in this Agreement and a separate Compliance Checklist that will be executed by both parties within thirty (30) days of the effective date of this Agreement. Failure by **SCHOOL SYSTEM** to concurrently or subsequently execute a Compliance Checklist shall provide **PCG** the right to terminate this

Agreement with less than thirty (30) days' notice.

- B. The parties to this Agreement may expand the scope of this Agreement to include other products or services offered by PCG, and to specify rates of payment for such products or services, by means of written amendments to this Agreement.
- C. PCG shall use proficient personnel acting in good faith, in a professional and workmanlike manner, according to governmental standards and with reasonable diligence

II. TERM

The initial term of this Agreement (the “**Initial Term**”) shall commence on the Effective Date and shall end on June 30, 2022. Following the Initial Term, this Agreement may renew for successive one-year terms (each a “**Renewal Term**”), if each party provides written notice to the other, at least thirty (30) days prior to the end of the Initial Term or then-current Renewal Term, as the case may be, of the notifying party’s election not to renew this Agreement, otherwise this Agreement shall end on the last day of the Initial Term or the then-current Renewal Term, as the case may be

III. COMPENSATION, PAYMENT, AND BILLING PROCEDURE

- A. SCHOOL SYSTEM shall compensate PCG for services rendered under this Agreement as set forth in the attached **Exhibit B**, on the basis of invoices that are issued pursuant to the terms and conditions of this Agreement.
- B. PCG shall invoice SCHOOL SYSTEM only after reimbursement has been received by SCHOOL SYSTEM. Each invoice shall state, at a minimum, the nature of the reimbursement received, the date of reimbursement, and the time period of the services provided by PCG.
- C. If a reimbursement is disallowed after it was paid to SCHOOL SYSTEM, the following terms shall apply:
 - (i) For disallowances on claims attributable to errors or omissions caused by PCG, PCG will work with SCHOOL SYSTEM and take all reasonable actions to challenge the disallowance.
 - (ii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for a disallowance if SCHOOL SYSTEM does not allow PCG to fully participate in the review and audit process.
 - (iii) PCG shall not be obligated to reimburse SCHOOL SYSTEM for any disallowance resulting from the errors, acts, or omissions of SCHOOL SYSTEM. PCG’s billing on behalf of SCHOOL SYSTEM is in good faith and the data SCHOOL SYSTEM enters is processed by PCG on an ‘as is’ basis.



SCHOOL SYSTEM warrants that service data entered into EasyTrac™ and supporting claiming data furnished is accurate and complete and that SCHOOL SYSTEM has appropriate records to substantiate claims submitted on their behalf by PCG.

- (iv) Subject to the terms provided herein, in the event claims are disallowed as a result of PCG's errors or omissions and federal funds are returned and all avenues for contesting the disallowance have been exhausted, PCG shall refund SCHOOL SYSTEM an amount equal to and no greater than the amount paid by SCHOOL SYSTEM on the amount disallowed.

- D. The terms of this Section shall survive expiration or termination of this Agreement. In particular, upon expiration or termination of the Agreement, PCG shall be entitled to payment for services provided prior to expiration or termination. The parties acknowledge that one or more invoices may be submitted by PCG after the expiration or termination date, following reimbursements received by SCHOOL SYSTEM on account of such services and SCHOOL SYSTEM shall be obligated to satisfy such invoices.

IV. RECORDS

- A. Upon reasonable notice, which will be no less than ten (10) business days, PCG shall allow SCHOOL SYSTEM and any of its duly authorized representatives or agents, the Indiana State Board of Accounts, and Medicaid, commercially reasonable access to any records of PCG that are pertinent to this Agreement for the purposes of audits or examination, provided that (i) any audit or examination requiring physical access to PCG's records shall take place during PCG's normal business hours of operation and in a commercially reasonable manner; and (ii) absent exigent circumstances, SCHOOL SYSTEM shall not request more than one (1) audit or investigation within a calendar year.
- B. Upon expiration or termination of the Agreement PCG will provide a zip file via SFTP file transfer to include service log and claim support information in either text format or excel format going back seven (7) years from the date of expiration or termination. If additional years are required, a different file format, and/or a delivery method other than SFTP is requested, PCG will provide SCHOOL SYSTEM data in the requested date range and format and charge per hour to do so. The hours to complete the work will be priced at the prevailing PCG rates. SCHOOL SYSTEM shall be obligated to pay prior to delivery of the data.
- C. Subject to the limitations in Section VII, the parties agree that PCG will provide in electronic format, upon request, copies of documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, instructional manuals, diagrams, drawings, technical specifications, artwork and other work specifically created by PCG for SCHOOL SYSTEM in the course of performing

its obligations under this Agreement (“Materials”). PCG agrees such work product will be considered “work for hire” and PCG hereby transfers and assigns any ownership claims to SCHOOL SYSTEM so that all Materials will be the property of SCHOOL SYSTEM. If ownership interest in the Materials cannot be assigned to SCHOOL SYSTEM, the Billing Agent grants SCHOOL SYSTEM a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

V. CONFIDENTIALITY

- A.** The parties recognize that this Agreement concerns the use of information subject to federal and state laws including the Family Educational Rights and Privacy Act (“FERPA”) and the Individuals with Disabilities Education Act (“IDEA”).
- B.** The parties shall comply with the requirements of applicable federal and state laws relating to the confidentiality of information and agree to amend this Agreement as may be necessary to reflect changes in the applicable law.
- C.** PCG shall request from SCHOOL SYSTEM, and SCHOOL SYSTEM shall provide to PCG, only such information as is reasonably necessary to effectuate the purposes of this Agreement. PCG shall take commercially reasonable steps to safeguard all confidential information that it receives or creates pursuant to this Agreement.
- D.** PCG shall not use confidential information received from SCHOOL SYSTEM identifying individual students for any purpose other than the purposes of this Agreement or other purposes directed or allowed by SCHOOL SYSTEM in a writing signed by SCHOOL SYSTEM.
- E.** If SCHOOL SYSTEM determines it necessary in order to comply with its obligations under law, SCHOOL SYSTEM may examine facilities, systems, procedures, and records of PCG to the extent necessary in order to confirm the adequacy of security measures, subject to adequate advance written notice of no less than ten (10) business days and any examination requiring physical access to PCG’s facilities or records shall take place including during PCG’S normal business hours of operation and in a commercially reasonable manner.
- F.** If PCG is requested or required to disclose information received from SCHOOL SYSTEM pursuant to a subpoena or an order of a court or governmental agency having jurisdiction, PCG shall, prior to any disclosure of such information: (1) provide SCHOOL SYSTEM with prompt written notice of the existence, terms, and circumstances surrounding the legal or governmental request or requirement; (2) promptly consult with SCHOOL SYSTEM on taking steps to resist or narrow the request; (3) cooperate and assist SCHOOL SYSTEM with its efforts to obtain

an order or otherwise limit or restrict the disclosure of its information that is subject to the legal or governmental request or requirement; and (4) only after fully complying with the above steps, if disclosure of such information is still required, furnish only such portion of the information as PCG is advised by counsel is legally required to be disclosed.

- G.** SCHOOL SYSTEM will take reasonable steps to protect the EasyTrac™ Services from unauthorized access, copying, dissemination, and disclosure, and from other unauthorized use, and will report promptly to PCG any such use of which SCHOOL SYSTEM becomes aware. SCHOOL SYSTEM shall be responsible for the quality, integrity, and accuracy of all data entered and used in connection with the EasyTrac™ Services, including all deletions of such data by SCHOOL SYSTEM users. SCHOOL SYSTEM is responsible for establishing and enforcing any SCHOOL SYSTEM policies related to data security, information management, account management of SCHOOL SYSTEM users, and the proper handling of data extracted, reported, or otherwise removed by the system by SCHOOL SYSTEM personnel
- H.** Nothing in this Agreement is intended to confer any rights, remedies, obligations, or liabilities upon anyone other than SCHOOL SYSTEM, PCG, and their respective successors and assigns.

VI. TERMINATION

Either party may terminate this Agreement if the other party materially breaches its terms. This provision applies only if the non-breaching party provides written notice to the breaching party and allows at least five (5) business days to cure the breach before the effective date of termination stated in the notice. SCHOOL SYSTEM may also terminate this Agreement in the event there is a lack of appropriation of necessary funds.

VII. OWNERSHIP INTERESTS AND LICENSE

Subject to the terms and conditions of this Agreement, including SCHOOL SYSTEM'S performance of its obligations hereunder, PCG shall provide the EasyTrac Services (including application and related supporting services) to SCHOOL SYSTEM, as more fully described below.

- A.** Definitions:
- (i)** "EasyTrac Services" means: (i) the Internet-based services described herein; (ii) all products related to such services; (iii) all New Releases, Updates, and Upgrades applicable to the foregoing and generally released by PCG; and (iv) the Documentation developed by PCG for distribution and use in combination with the foregoing.



- (ii) “New Releases” means any new revision of EasyTrac Services that includes significant enhancements which add new features to the EasyTrac Services and which generally will be designated by a new version number either to the left of the decimal point (e.g., from v2.03 to v3.00) or one decimal place to the right of the decimal point (e.g., from v2.03 to v2.10).
 - (iii) “Updates” means any new revisions and/or modifications made to the EasyTrac Services and/or documentation in order to correct operational errors.
 - (iv) “Upgrades” means any new revision of the EasyTrac Services that includes corrections and minor modifications to existing features and which generally will be designated by a new version number which has changed from the prior number only two places to the right of the decimal point (e.g., from v2.02 to v2.03).

- B. PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable, revocable right and license, during the Term only, to access via the Internet and use the EasyTrac Services to the extent reasonably necessary in performing related school business functions.

- C. PCG grants to SCHOOL SYSTEM, and SCHOOL SYSTEM accepts, a non-exclusive, non-transferable, non-sublicensable, revocable royalty-free license under PCG’s copyrights in PCG’s documentation, during the Term only: (i) to incorporate PCG’s documentation, in whole or in part, into other written materials prepared by or for SCHOOL SYSTEM with respect to the EasyTrac™ Services; and (ii) to reproduce and distribute modified and original versions of PCG’s documentation, in hard copy or in an on-line format, as part of SCHOOL SYSTEM’s documentation for the EasyTrac Services, and, if such SCHOOL SYSTEM’s documentation is in an on- line format, allow SCHOOL SYSTEM users to make print copies of the same.

- D. SCHOOL SYSTEM shall not use or grant to any person or entity other than authorized SCHOOL SYSTEM users the right to use the EasyTrac™ Services, which users shall be subject to the terms set forth herein. SCHOOL SYSTEM shall not distribute, market, or sublicense the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.

- E. SCHOOL SYSTEM shall ensure that appropriate proprietary notices indicating PCG’s intellectual property rights in the EasyTrac™ Services and related documentation are placed on all copies of written materials distributed by SCHOOL SYSTEM relating thereto. Examples of such documentation include training materials and manuals. School SYSTEM shall not remove, modify, or suppress any confidentiality legends or proprietary notices placed on or contained within the EasyTrac™ Services, and shall not permit any SCHOOL SYSTEM user or third party to do so.



- F.** SCHOOL SYSTEM shall not distribute any PCG documentation or intellectual property made available through this Agreement to any individual or organization that is not part of SCHOOL SYSTEM or an authorized SCHOOL SYSTEM user and shall not permit any SCHOOL SYSTEM user or third party to do so.
- G.** SCHOOL SYSTEM shall not transfer, rent, or permit access to the EasyTrac™ Services to any third party, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- H.** SCHOOL SYSTEM shall not modify, decompile, disassemble, or otherwise attempt to reverse engineer the EasyTrac™ Services or any portion thereof, and shall not permit any SCHOOL SYSTEM user or third party to do so.
- I.** SCHOOL SYSTEM shall not circumvent any security protection within the EasyTrac™ Services and shall not permit any SCHOOL SYSTEM user or third party to do so.
- J.** Subject to the license rights granted to SCHOOL SYSTEM by this Section, all right, title, and interest in and to the EasyTrac Services, including the intellectual property rights and technology inherent in the EasyTrac Services, are and at all times will remain the sole and exclusive property of PCG. No right to use, print, copy, distribute, integrate, or display the EasyTrac™ Services, in whole or in part, is granted in this Agreement, except as is explicitly provided in this Agreement. Nothing contained in this Agreement will directly or indirectly be construed to assign or grant to SCHOOL SYSTEM any right, title, or interest in or to PCG's intellectual property rights or other rights in and to the EasyTrac™ Services or PCG's trademarks. Except as expressly authorized by this Agreement, SCHOOL SYSTEM shall not use, display, copy, distribute, modify, or sublicense the EasyTrac™ Services. PCG reserves all rights not expressly granted to SCHOOL SYSTEM by this Agreement.
- K.** SCHOOL SYSTEM acknowledges that PCG is and shall remain the owner of all right, title, and interest in and to each of PCG's trademarks in any form or embodiment thereof and is also the owner of all goodwill associated with PCG's trademarks. All goodwill generated by SCHOOL SYSTEM use of the EasyTrac™ Services with respect to PCG's trademarks shall inure exclusively to the benefit of PCG. SCHOOL SYSTEM shall promptly notify PCG of any third-party infringements of any of the PCG trademarks used in connection with the EasyTrac™ Services, or any act of unfair competition by third parties relating to the PCG trademarks, within a reasonable time of SCHOOL SYSTEM's knowledge of such infringements or acts.
- L.** PCG reserves the sole and exclusive right at its discretion to assert claims against



third parties for infringement or misappropriation of its intellectual property rights in the EasyTrac Services.

VIII. INDEMNIFICATION, LIMITATION OF LIABILITY, AND INSURANCE

- A.** PCG shall defend, indemnify, and hold harmless SCHOOL SYSTEM from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims by a third party against SCHOOL SYSTEM or its affiliates, employees, or agents arising from or connected with a claim, related to this Agreement, that any EasyTrac™ Services infringes any valid patent, copyright, trade secret, or other intellectual property right under the laws of the United States, provided that SCHOOL SYSTEM promptly notifies PCG, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides PCG with reasonable assistance for the defense of the suit, claim, or proceeding. PCG will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- B.** SCHOOL SYSTEM, to the extent that jurisdiction is permissible under Indiana law, shall defend, indemnify, and hold harmless PCG from and against any suit, proceeding, assertion, damage, cost, liability, and expense (including court costs and reasonable attorneys' fees) incurred as a result of claims of SCHOOL SYSTEM or third parties against PCG or its affiliates, licensors, suppliers, officers, directors, employees, or agents arising from or connected with SCHOOL SYSTEM's acts or omissions, misuse of the EasyTrac™ Services, unauthorized modification of EasyTrac Services, or unauthorized combination of the EasyTrac Services with any hardware, software, products, data, or other materials not specified or provided by PCG, provided that PCG promptly notifies SCHOOL SYSTEM, in writing, of the suit, claim, or proceeding, or threat of suit, claim, or proceeding, and provides SCHOOL SYSTEM with reasonable assistance for the defense of the suit, claim, or proceeding. SCHOOL SYSTEM will have sole control of the defense of any claim and all negotiations for settlement or compromise.
- C.** No party shall be liable to the other party for consequential, incidental, exemplary, special or punitive damages resulting from or relating to the Agreement, whether based on breach of contract, tort, or otherwise, even if such party has been advised of the possibility of such damages. UNDER NO CIRCUMSTANCES SHALL EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT TO THE OTHER PARTY EXCEED AN AMOUNT EQUAL TO THE TOTAL COMPENSATION PAID TO PCG PURSUANT TO THIS AGREEMENT. The forgoing limitations in this Section shall not apply to: claims for breach of confidentiality or proprietary rights; infringement of product marking; indemnification; or fraud.



- D. PCG will maintain adequate insurance coverage for purposes of this Agreement, including commercial general liability, worker's compensation, cyber-security, and errors and omissions liability insurance. PCG and any subcontractors shall secure and keep in force during the term of this Agreement the following insurance coverages, including excess coverage, covering PCG for any and all claims of any nature which may in any manner arise out of or result from its performance under this Agreement: Commercial general liability, including contractual coverage, and products or completed operations coverage, with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence; Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the School System shall continue for a period of two (2) years after the date of service provided under this Agreement; Cyber Liability if requested by SCHOOL SYSTEM addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

IX. SUCCESSORS AND ASSIGNEES

SCHOOL SYSTEM and PCG each binds itself, its associates, partners, successors, assigns, and legal representatives to the other party to this Agreement with respect to all covenants of this Agreement. Neither SCHOOL SYSTEM nor PCG shall assign any interest in this Agreement or transfer any interest in the same (whether by assignment or notation) without prior written approval of the other party, which approval shall not be unreasonably withheld. Notwithstanding the foregoing, this Agreement may be assigned by either party: (i) to one of its affiliates or subsidiaries; or (ii) in connection with a merger, consolidation, sale of all of the equity interests of the party, or a sale of all or substantially all of the assets of the party to which this Agreement relates.

X. APPLICABLE LAW AND EXCLUSIVE FORUM

This Agreement, and all other aspects of the business relationship between the parties, is construed, interpreted, and enforced under and in accordance with the laws of the State of Indiana without regard to choose of law provisions. The parties also consent to the personal jurisdiction in its courts and agree that the state and federal courts of the State of Indiana shall have exclusive jurisdiction over the enforcement of this Agreement.

XI. COMPLIANCE WITH LAWS

- A. The parties shall comply with all applicable federal and state laws and regulations relevant to the Billing Services and the School System, and represents its services and methodology comports with state and federal standards. PCG and any principals of PCG certify they have and will comply with the requirements under Ind. Code § 5-22-3-7. PCG hereby covenants and agrees to conduct adequate background checks on personnel and make a good faith effort to provide and

maintain a drug-free workplace. PCG swears or affirms under the penalties of perjury that the Billing Agent does not knowingly employ an unauthorized alien.

- B. This Agreement and the transactions contemplated hereby are intended to comply with all applicable federal and state laws and regulations including but not limited to fraud and abuse laws. In the event that this Agreement or any of the transactions contemplated hereby are determined not to be in compliance with such laws and regulations, PCG and SCHOOL SYSTEM shall negotiate in good faith to modify the terms and provisions of this Agreement to remedy any prior noncompliance. If compliance cannot reasonably be achieved, this Agreement shall terminate at the election of either party and neither party shall have any further rights or obligations hereunder, except as otherwise provided herein; provided, however, that PCG and SCHOOL SYSTEM shall take all practicable action to remedy any noncompliance, if possible, including but not limited to repayment or return of any money or value received.
- C. This Agreement is intended to be interpreted as necessary to implement and comply with federal and state laws relating to confidentiality of health information and student information. The parties agree that any ambiguity in this Agreement is to be resolved in favor of a meaning that complies with and is consistent with such laws.

XII. EXTENT OF AGREEMENT

- A. This Agreement represents the entire and integrated Agreement between SCHOOL SYSTEM and PCG and supersedes all prior negotiations, representations, or agreements, either written or oral.
- B. This Agreement may be amended or revised only by a written amendment signed by authorized representatives of both SCHOOL SYSTEM and PCG and referencing this Agreement.

XIII. PROCUREMENT

SCHOOL SYSTEM is solely responsible for its compliance with applicable procurement laws and regulations.

XIV. NOTICES AND CONTACT PERSONS

Any notices, requests, consents and other communications hereunder shall be in writing and shall be effective either when delivered personally to the party for whom intended, or five days following deposit of the same into the United States mail (certified mail, return receipt requested, or first class postage prepaid), addressed to such party at the address set forth below, who shall serve as Contact Persons unless replaced by a party by written notice



to the other party:

PCG
Kristin Hunter
Manager
150 W Market Street #510
Indianapolis, IN 46204

SCHOOL SYSTEM
NAME
TITLE
ADDRESS

XV. MISCELLANEOUS

- A.** The parties understand that PCG is not required to perform the services on a full-time basis for SCHOOL SYSTEM and may perform services for other individuals and organizations consistent with the limitations in this Agreement.
- B.** The failure of a party to enforce a provision of this Agreement shall not constitute a waiver with respect to that provision or any other provision of this Agreement.
- C.** If any provision in this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions in this Agreement shall continue in full force and effect.
- D.** Except as expressly provided in this agreement, PCG does not make any warranty with respect to the contracted services, whether written or oral, express or implied, and specifically disclaims any implied warranties, whether of merchantability, suitability, fitness for a particular purpose, or otherwise for said contracted services.
- E.** The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.
- F.** Neither party shall be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, terrorism, fire, flood, strikes, war, epidemics, pandemics, shortage of power, or other acts or causes reasonably beyond the control of that party. The party experiencing the force majeure event agrees to give the other party notice promptly following the occurrence of a force majeure event, and to use diligent efforts to re-commence performance as promptly as commercially practicable.
- G.** The captions and headings in this Agreement are for convenience only and are not intended to, and shall not be construed to, limit, enlarge, or affect the scope or intent of this Agreement. nor the meaning of any provisions hereof.
- H.** Each party represents that: (1) it has the authority to enter into this Agreement; and (2) that the individual signing this Agreement on its behalf is authorized to do so.

- I. The parties to this Agreement are independent contractors. There is no relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. PCG shall be responsible for paying its employees, and for paying all applicable state and federal taxes including unemployment insurance, social security taxes, and state and federal withholding taxes. PCG understands that neither it nor its employees will be eligible for benefits or privileges provided by SCHOOL SYSTEM to its employees. Except as may be otherwise provided in this Agreement, PCG has complete and exclusive authority over the means and methods of performing the Contracted Services, need not adhere to policies and procedures applicable to SCHOOL SYSTEM employees, and may perform the contracted services according to its own schedule at its own offices or at any other location. PCG shall hire its own employees, use its own tools and equipment, and purchase its own supplies.

- J. The provisions of this Agreement which by their nature would continue beyond the termination or expiration of this Agreement will survive the termination or expiration of this Agreement. Time is of the essence of each and every term of this Agreement.

- K. In the event of any conflict between the terms of this Agreement and the Attachments, the following order of precedence shall govern: (i) Agreement; (ii) Exhibit A; and (iii) Exhibit B.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written on page one of this Agreement.

PUBLIC CONSULTING GROUP LLC

**WESTERN BOONE COUNTY
COMMUNITY SCHOOL
CORPORATION**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: SCOPE OF WORK

Subject to the terms and conditions of this Agreement, PCG and SCHOOL SYSTEM will provide the following services:

PCG

SCHOOL SYSTEM contracts with PCG to perform the following services:

I. EasyTrac™

A. Access and Usage

PCG will grant nonexclusive and non-assignable right to SCHOOL SYSTEM to EasyTrac™ for SCHOOL SYSTEM's users to obtain access and use of EasyTrac™. PCG provides EasyTrac™ as a software service. SCHOOL SYSTEM is not required to purchase or install any software on their computers or tablets with the exception of a compatible Internet Browser and Adobe Acrobat Reader.

- (i) Server Hardware: PCG will provide appropriate server space remotely for SCHOOL SYSTEM.
- (ii) Server Software: PCG will provide all server and database software for SCHOOL SYSTEM.
- (iii) Server Administration: PCG will provide all server administration including database back up, system account management, system security, and system maintenance. Any scheduled maintenance by PCG, including of its EasyTrac Services, or the scheduled maintenance of PCG's Internet provider, shall not be deemed a failure to provide the EasyTrac Services.
- (iv) Server Internet Connection: PCG will provide the connection of the server to the Internet at an appropriate speed to carry SCHOOL SYSTEM traffic at no additional cost. Otherwise, PCG does not provide the Internet connectivity to SCHOOL SYSTEM, and obtaining and maintaining such connectivity will be the sole responsibility of SCHOOL SYSTEM.

B. Initial System Start-up

PCG has a standard set of import stubs for the data elements required for EasyTrac™. PCG will upload the initial import stubs into EasyTrac™. The information for the initial import stubs will be obtained from the Script system and eSchoolPlus. The data that generates said information comes from the SCHOOL SYSTEM.

C. On Going Data Management

After the initial upload, PCG will update the data elements on a mutable agreeable

schedule through the import stubs. The information for the import stubs will be obtained from the Script system. The data that generates said information comes from the SCHOOL SYSTEM.

D. Support

Helpdesk: PCG will provide user support for EasyTrac™ at no additional charge.

- (i) Email support will be provided via the email links on EasyTrac™'s Message Board page.
- (ii) PCG will make all reasonable efforts to respond by the end of the second business day from receipt of any SCHOOL SYSTEM question.

Initial Term Training: PCG will provide a training of up to 1 session to all service providers. Training is provided in sessions to accommodate no more than twenty-five (25) trainees at one time. Training will be provided online, if ten (10) or more providers are in attendance. Training will be provided online if less than ten (10) providers are in attendance. Each training session will be divided into two parts: (1) Lecture (approximately up to 1 hour) and (2) Hands-on practice/Q&A session (approximately up to 2 hours).

PCG will provide an online onboarding program for SCHOOL SYSTEM administrators.

Renewal Term Training: At the beginning of each Renewal Term, PCG will offer to provide ongoing training of up to 1 session for SCHOOL SYSTEM to reinforce program requirements, as needed. Training is provided in sessions to accommodate no more than twenty-five (25) trainees at one time. Training will be provided online, if ten (10) or more providers are in attendance. Training will be provided online if less than ten (10) providers are in attendance. Each training session will be divided into two parts: (1) Lecture (approximately up to 1 hour) and (2) Hands-on practice/Q&A session (approximately up to 1 hour).

PCG will provide an online or on-site onboarding/refreshers training program for SCHOOL SYSTEM administrators.

Interim Training: SCHOOL SYSTEM is responsible for providing training to all new service providers that were not part of the initial term training. If service providers need additional training, PCG will offer statewide online trainings on a biannual basis (Fall and Spring). PCG Project Manager will coordinate with the SCHOOL SYSTEM Medicaid Coordinator in advance.

II. Physician Authorization

Until a Physician Authorization has been collected by SCHOOL SYSTEM and maintained in EasyTrac™ by SCHOOL SYSTEM, PCG will not bill Medicaid for said service.

III. Claims Management

- A.** PCG will prepare and maintain necessary paperwork for PCG to receive approval for submitting electronic claims and Remittance Advice to and from the State Medicaid agency on behalf of SCHOOL SYSTEM.
- B.** PCG will prepare, approve and update as appropriate, a Compliance Checklist identifying the relevant Medicaid documentation rules for the MITS program.
- C.** Based on the information entered in EasyTrac™ by SCHOOL SYSTEM as well as the compliance check list options agreed in the Compliance Checklist, PCG will process, generate, and submit reimbursement claims to the State Medicaid agency on behalf of SCHOOL SYSTEM.
- D.** PCG will perform monthly Medicaid enrollment verification checks.
- E.** PCG will review Remittance Advices and reconcile and correct denied claims as appropriate.
- F.** PCG will provide audit preparation and defense on claims for payment submitted by PCG on behalf of SCHOOL SYSTEM.
- G.** PCG will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum program requirements for 7 years.
- H.** PCG will safeguard student records in accordance with FERPA, applicable provisions of HIPAA, and all applicable Indiana state laws.

IV. Project Management

A. Reporting

PCG will provide SCHOOL SYSTEM'S Medicaid Coordinator monthly reporting via email on the following areas:

- (i) Reimbursement
- (ii) Claim denials

- (iii) Service exceptions
- (iv) Documentation levels

B. Project Status Meetings

PCG will meet via teleconference with SCHOOL SYSTEM'S Administrative Coordinator quarterly to discuss the following areas:

- (i) Reimbursement
- (ii) Claim denials
- (iii) Service exceptions
- (iv) Documentation levels
- (v) Provider feedback on EasyTrac™
- (vi) SCHOOL SYSTEM feedback on PCG performance

SCHOOL SYSTEM

- I.** SCHOOL SYSTEM will designate a Medicaid Coordinator who has decision making authority or reports directly to someone who has such decision-making authority with respect to all matters in this agreement. The individual will serve as PCG primary point of contact with SCHOOL SYSTEM.
- II.** SCHOOL SYSTEM will actively participate in this project and be available for work sessions in accordance with an agreed upon work schedule and for other required tasks, activities and approvals necessary to meet the obligations of this agreement.
- III.** If PCG provides training onsite, provide site for training with an appropriately configured computer for each trainee.
- IV.** Assist PCG with the completion of paperwork for PCG to submit and receive electronic claims, payment remittances and Medicaid enrollment data on behalf of SCHOOL SYSTEM.
- V.** SCHOOL SYSTEM will comply with SCHOOL SYSTEM requirements of the COMPLIANCE CHECKLIST as well as all applicable federal and State Medicaid law, regulations, rules, and requirements.
- VI.** SCHOOL SYSTEM will enroll as a Medicaid provider and re-enroll as a Medicaid provider for billing transaction purposes as appropriate. This includes notifying Medicaid of any change in address, tax ID, or other information required to keep Medicaid provider enrollment records current at all times.

- VII.** SCHOOL SYSTEM will obtain and retain a National Provider Identifier (NPI) for billing transaction purposes.
- VIII.** SCHOOL SYSTEM will initially set up and manage ongoing access and supervisor relationships for its health-related service providers in EasyTrac™.
- IX.** SCHOOL SYSTEM will have its health-related service providers record all services they provide to special education students in EasyTrac™. PCG will not submit claims for any services not entered in EasyTrac™. PCG strongly recommends that service providers log services for all students, regardless of Medicaid enrollment, for all health-related services covered by the MITS program.
- X.** SCHOOL SYSTEM will obtain one-time written parental consent to disclose information and bill Medicaid for services and to provide the parent or guardian with initial and annual notice of the disclosure. SCHOOL SYSTEM will enter the one-time written consent dates in EasyTrac™.
- XI.** SCHOOL SYSTEM will obtain Physician Authorization signature for ALL students requiring Physician Authorization services. SCHOOL SYSTEM enters authorization dates it obtains in EasyTrac™.
- XII.** SCHOOL SYSTEM will be responsible for the accuracy and completeness of the data its employees provide PCG for claim submission. Errors must be corrected as soon as possible. SCHOOL SYSTEM, not PCG, is accountable for any SCHOOL SYSTEM errors or omissions.
- XIII.** SCHOOL SYSTEM will be responsible for informing its EasyTrac™ users of all relevant privacy regulations and policies.
- XIV.** If audited by the State or Federal Government or their agents, SCHOOL SYSTEM will disclose all Medicaid records required for audit purposes.
- XV.** SCHOOL SYSTEM will retain documentation that supports its claims for Medicaid reimbursement and meets the minimum Medicaid requirements for 7 years.
- XVI.** SCHOOL SYSTEM will ensure the availability of non-federal (state/local) funds expended for Medicaid covered services equal to the required state share match. SCHOOL SYSTEM can only use state/local monies for matching Medicaid. SCHOOL SYSTEM may not use federal funds for the required match. If a federal grant has a cash match requirement, the funds used for the match cannot also be used as a match for Medicaid.

EXHIBIT B: COMPENSATION

SCHOOL SYSTEM shall pay PCG a performance-based fee of 7.5% of the net reimbursement.

- A. The fee shall be applied to all Incremental Revenue collected by the SCHOOL SYSTEM. “Incremental Revenue” is defined as any revenue to SCHOOL SYSTEM, including all reimbursements and accrued interest attributable to revenues derived from claims that are submitted by PCG pursuant to Exhibit A. These reimbursements include any settlements from the cost reporting process irrespective of whether PCG participated in the development and submission of the cost report.
- B. PCG will not be obligated to continue work in project areas that do not generate significant Incremental Revenue to SCHOOL SYSTEM. Conversely, PCG is obligated to continue to work in project areas that do generate significant Incremental Revenue to SCHOOL SYSTEM.
- C. Upon agreement with SCHOOL SYSTEM, PCG will convert from a performance-based fee to a flat fee if federal law at any time prohibits or restricts contingency compensation.
- D. “Net Revenue” is defined as Medicaid revenue that results from the Billing Services of the Billing Agent and shall include all reimbursement (i.e., payments received by the School System) for claims processed, generated, and submitted by the Billing Agent for FFS claims. PCG will base its initial invoices on the monthly payments received by the School System from the State of Indiana. PCG will invoice quarterly. Upon any reconciliation performed by the State, PCG will adjust its invoices to reflect actual Net Revenue dollar amounts received. Specifically, if the reconciliation results in additional revenue to the School System, then PCG will invoice based on the additional revenue received. If the reconciliation results in a situation where the School System owes money back to the State, then PCG will pay back to the School System the applicable percentage of the dollar amount the School System is paying back to the State. The parties agree to these payment terms even if the reconciliation process takes place after this Agreement expires.