

Managed Internet Access Agreement

THIS AGREEMENT is made and entered into by and between **TEK-HUT, INC.**, an Idaho corporation ("Tek-Hut") and Legacy Charter School District #478 ("Customer").

RECITALS

WHEREAS, Tek-Hut is in the business of providing Managed Internet Access ("Internet Service"); and

WHEREAS, Customer desires to enter into an agreement whereby Tek-Hut will provide to Customer Internet Service.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties, for themselves, their successors and assigns, do hereby agree as follows:


1. Scope of the Work. Tek-Hut shall provide 100 Mbps Dedicated Internet Service with managed firewall.
2. Contract Price. Customer agrees to pay to Tek-Hut the sum of \$950 per month for a period of 36 months, for a total contract price of \$34,200 ("Contract Price").
3. Term of Contract. The term of this contract shall be for a period of 36 months, commencing on the 1 day of July, 2017, and continuing until the 30th day of June, 2020. Upon expiration of the Term, this Agreement shall be automatically renewed for an additional (3) 36 month periods of time on the terms and conditions identical to those defined in this agreement unless terminated by not less than (3) months prior written notice given by either Party to the other.
4. Termination. Customer understands and agrees that Tek-Hut has and will continue to incur certain costs and/or expenses related to the Internet Service to be provided to it by Tek-Hut pursuant to this Agreement, even should the Customer discontinue use of said Internet Service or elect to terminate this Agreement prior to its expiration. Therefore, in the event Customer elects to terminate this Agreement prior to June 30th, 2020, it agrees to pay to Tek-Hut the sum of 100% of the balance of the Contract Price due and owing pursuant to paragraph 3 above at the time of termination.
5. Charges Not Applicable to Customer. Tek-Hut agrees not to charge Customer for setup fees, network traffic monitoring, and/or outage notification.
6. Responsibility of Tek-Hut. In addition to the responsibilities of Tek-Hut as identified herein, Tek-Hut shall provide:
 - a. Managed Firewall / Public IP Addresses;
 - b. Monitoring of Customer's network traffic;
 - c. Customer notification of outages;


7. Responsibility of Customer. In addition to Customer responsibilities identified herein, the Customer shall provide or be responsible for:
- a. any equipment or hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith;
 - b. any equipment and/or labor necessary for the configuration of the equipment and hardware necessary to utilize the Internet Service, as well as any costs, charges or fees associated therewith; and
8. Outages. Tek-Hut shall not be responsible for any cost and/or expenses incurred by the Customer as a result of an outage or failure of the Internet Service to be provided by Tek-Hut.
9. Binding Effect. The provisions of this contract shall be binding upon and inure to the benefit of the heirs, successors, personal representatives, and assigns of the parties hereto.
10. Attorney's Fees. If a suit, action or proceeding is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover all costs and attorney's fees from the non-prevailing party.
11. Venue. The venue of any action arising out of the execution or breach of this contract shall be in the District Court of Twin Falls County, Idaho.
12. Additional Bandwidth. Additional bandwidth available in 50M increments at \$150 per month.
13. Non-appropriation clause. Customer may terminate agreement prior to contracted date without termination charge, if customer has exhausted all funds legally available for all due payments under the agreement;

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

"TEK-HUT"
TEK-HUT, INC.

"CUSTOMER"
Legacy Charter School District #478

By: 
DATE: 4/20/17

By: 
DATE: 4-20-2017

Schedule B1

This Schedule B1 is part of that Managed Internet Access Agreement (the "**Agreement**") between Tek-Hut, Inc. ("**Tek-Hut**") and Legacy Charter School District #478 ("**End User**"). Capitalized terms not defined herein shall have the meaning given to such terms in the Agreement.

Tek-Hut Managed Firewall Terms and Conditions

These Managed Firewall Terms and Conditions (this "**Firewall Agreement**") set forth the entire Tek-Hut Managed Firewall Service offering (with the Firewall (as defined below), the "**Firewall Services**") and govern the provision of Firewall Services to the person or entity which subscribes for the Firewall Services ("**End User**"). Tek-Hut reserves the right to make enhancements to the Firewall Services and shall advise End User of any additional features.

Firewall Services Description

A firewall ("**Firewall**") is a combination, in whole or in part, of hardware and software which is intended to limit the exposure of a computer or computer network against unauthorized access from outside by providing a single point of entry and a passive defense system at that point of entry by providing controlled access. The Firewall Services are designed to provide network and resources access control and manage the public access points to a computer network. Firewall technology in itself is not foolproof and no firewall technology provides an absolute deterrent or barrier to unauthorized entry.

Tek-Hut's Firewall Services provide a pre-configured rule set policy that trusts all internal traffic, but blocks all externally initiated traffic. This policy is known as "Trust Inside." In this scenario, it is assumed that the most significant threats will come from outside the End User's enterprise network, and the emphasis of the policy will be keeping outsiders from getting in. This type of stance is implemented by defining a Firewall rule set that permits all connections which are initiated from the inside of the End User's network, but blocks connections initiated from the outside of the End User's network.

Installation, Configuration, Administration and URL Blocking

Before installation, End User must complete and return the configuration form provided to End User by Tek-Hut. Tek-Hut will configure the Firewall in accordance with End User's configuration submission. End User is responsible for confirming that the Firewall is configured in accordance with End User's preferences prior to and after activation of the Firewall Services. End User shall not tamper with, modify, make error corrections, or otherwise alter any Firewall hardware or software nor permit any third-parties, other than Tek-Hut, to do the same.

Tek-Hut will configure End User's Firewall with a default policy for URL blocking which is

intended to comply with the Children’s Internet Protection Act (“**CIPA**”). If End User makes, or requests Tek-Hut to make, any changes to the Firewall or the Firewall Services, including but not limited to the URL blocking policies, End User shall be solely responsible for making sure such changes are CIPA compliant. Tek-Hut shall not be liable for any damages, costs, or fees (including, but not limited to any loss of funding provided to End User) as a result of or associated with any changes made to the Firewall or the Firewall Services by, or at the request of, End User.

After installation and upon request by End User, Tek-Hut will administer the Firewall Services (e.g., add or delete user accounts, modify Firewall rules, update network configuration).

Monitoring

Tek-Hut monitors the CPU utilization of End User’s Firewall 24 hours per day, seven days per week.

Reports

End User will be able to generate custom reports from the Firewall.

Configuration Backups

Tek-Hut shall maintain a backup of End User’s Firewall configuration.

Option Packages

The following option packages are available for purchase by End User:

1. Full Unified Threat Management. This option package is not e-rate eligible.
 - a. **Unified threat management** (UTM) is a comprehensive firewall that includes network firewalling, network intrusion prevention and gateway antivirus (AV), gateway anti-spam, VPN, load balancing, and data leak prevention.
2. Redundant Failover Firewall. This option package is not e-rate eligible
 - a. This version includes a managed backup firewall for a separate internet connection with fail over between locations.

Service Term Commitment

Each order for Firewall Services term is subject to the associated Managed Internet Access Agreement.

End User Obligations

End User shall comply with all obligations set forth herein and all obligations set forth in any vendor and/or Tek-Hut specific license terms and conditions related to the Firewall and/or the

Firewall Services. End User acknowledges its responsibility to comply with the terms and conditions of such license agreements and assumes all liability for compliance with such terms, including but not limited to: (a) informing all of End User's end-users of the terms of such license agreements; (b) monitoring use of the Firewall to ensure compliance with the terms thereof; and (c) maintaining the distribution and security of any user identification and/or passwords necessary to access any Firewall Services and/or the Firewall. Tek-Hut disclaims all liability to vendors for breaches of such license agreements by End User.

To the extent not covered by any license agreements, End User agrees not to reverse engineer, de-compile, disassemble, translate, modify, alter or change the Firewall Services, the Firewall, or any component of either, or otherwise obtain or attempt to obtain any technology (including encryption technology) or source code for any hardware or software that may be provided with the Firewall Services or Firewall. End User acknowledges that the hardware and software provided under this Firewall Agreement or utilized with the Firewall Services provided under this Firewall Agreement may be subject to third party license terms, and/or U.S. export laws and regulations and that any transfer (whether directly or by products incorporating the technology) must be authorized under those laws and regulations. End User agrees not to copy, sell, assign, transfer, sublicense, export or distribute any hardware, software, documentation or other materials that Tek-Hut may provide related to the Firewall Services. Title to such software, and all related technical know-how and intellectual property rights therein are and shall remain the exclusive property of Tek-Hut and/or its suppliers and vendors. End User shall not take any action to jeopardize, limit or interfere in any manner with Tek-Hut and its suppliers' and vendors' ownership of and rights with respect to any licensed software.

End User acknowledges that it is not relying on any representations or warranties made by a manufacturer except for those warranties expressly made in a software end user license agreement (if applicable to End User). It is End User's obligation to remove the Firewall upon termination or expiration of the Firewall Services and return the Firewall to Tek-Hut in accordance with instructions provided by Tek-Hut.

Export Compliance

End User acknowledges that the export, import, and use of certain hardware, software, and technical data provided hereunder is regulated by the United States and other governments and agrees to comply with all applicable laws and regulations, including the U.S. Export Administration Act, the regulations implemented thereunder by the Department of Commerce, and any other applicable laws or regulations. End User represents and warrants that it is a U.S. citizen or permanent resident, a governmental agency, authority or body of a U.S. state government or political subdivision, or a corporation organized under the laws of one or more of the United States of America, that End User is not procuring the Firewall Services on behalf of a foreign national, and that End User is not subject to a U.S. government order suspending, revoking or denying export privileges.

Support and Maintenance

Tek-Hut Customer Service is available to End User for technical support Monday through Friday from 7:00 a.m. (Mountain Standard Time) to 6:00 p.m. (Mountain Standard Time) (such days and hours referred to herein as “Normal Business Hours”). Tek-Hut shall provide End User with an emergency number for after-hours support; however, any after service requests received through after-hours support shall be treated as being received on the next business day.

Tek-Hut assigns priority levels to distinguish and prioritize the severity levels of service requests, as follows:

- | <u>Priority</u> | <u>Definition</u> |
|-----------------|---|
| 1 | Emergency – the Firewall is not operating or is operating in a manner which affects Internet access or has resulted in a disruption in Internet service. |
| 2 | All other service requests, such as when the Firewall is operational but requires administrative work or End User has requested a modification of existing rules or policies. |

Tek-Hut shall provide an initial response to service requests received during Normal Business Hours based upon the priority level assigned in the following manner:

- | <u>Priority Level</u> | <u>Initial Response Time</u> |
|-----------------------|------------------------------|
| 1 | Thirty (30) minutes |
| 2 | Forty Eight Hours |

For service requests received outside of Normal Business Hours, Tek Hut shall provide an initial response time based on the table above, as if the service request is received on the next business day following receipt of the request.

For all problems that are not resolved within the intervals allotted for each request type, the chart below identifies the order and intervals for internal management notification.

Severity Level	Team Leader	Manager	Director	Vice President
Priority 1	2 Hours	4 Hours	8 Hours	24 Hours
Priority 2	3 Business Days	5 Business Days	6 Business Days	7 Business Days

Tek-Hut remotely installs firewall patches, bug fixes, and software upgrades when approved for general distribution to End User’s Firewall. In the event of a Firewall failure, Tek-Hut may either dispatch a technician to repair the Firewall at End User’s site or replace the Firewall with one of comparable or better functionality, as follows: (a) if a Firewall failure is discovered during Tek-Hut’s normal business hours, Tek-Hut will make commercially reasonable efforts to

ship a replacement Firewall or component thereof to End User by the close of that business day; and (b) if the Firewall failure is discovered outside Tek-Hut's normal business hours, Tek-Hut will make commercially reasonable efforts to ship a replacement Firewall or component thereof to End User by the end of the next business day.

Unless expressly authorized to do so by Tek-Hut, End User shall not tamper with the Firewall hardware or software, modify its configuration or try to directly access it in any way. End User agrees not to hack or disrupt the Firewall Services or to make any use of the Firewall Services that is inconsistent with its intended purpose or to attempt to do so.

End User shall be responsible for all costs associated with any of the following:

1. End User damages or breaks the Firewall; or
2. End User takes any action which causes the Firewall to operate incorrectly or requires Tek-Hut to service the Firewall.

Ownership and Risk of Loss

Tek-Hut shall retain title to and/or ownership of the Firewall hardware and software provided to End User. The End User will bear all costs associated with loss of, theft of, casualty to or damage to the Firewall hardware, from the time it is installed until the time (if any) when it is returned to Tek-Hut pursuant to this Firewall Agreement and has been received by Tek-Hut.

Firewall Disclaimer

Tek-Hut's Firewall Services solution is designed to prevent outsiders from gaining access to private corporate information and is intended to provide an effective method of monitoring and limiting access. However, the service is characterized as "best efforts" based on the customer-defined policies. It may not prevent some instances of dedicated attackers from breaking their way in, or an employee from gaining unauthorized access to the Internet or to confidential information stored on End User's network.

End User should ensure that any confidential or valuable corporate data is not accessible via the Internet. Tek-Hut shall not be liable for any losses or damage to End User's business or data that arise as a result of Tek-Hut's Firewall Services not preventing unauthorized access. The Tek-Hut Firewall Services are intended to provide a high standard of protection and service; however, no system can claim to be completely secured.

Indemnification

END USER AGREES TO DEFEND, INDEMNIFY, AND HOLD TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES AND AGENTS AND ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUCTS AND/OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES, HARMLESS FROM ANY AND ALL CLAIMS, LOSSES, DAMAGES, FINES, PENALTIES,

COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS FEES) BY, OR ON BEHALF OF, END USER OR ANY THIRD PARTY OR USER OF END USER'S FIREWALL SERVICES, RELATING TO OR ARISING OUT OF THE FIREWALL SERVICES, OR THEIR INSTALLATION, OR THIS FIREWALL AGREEMENT. THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS FIREWALL AGREEMENT.

END USER AGREES THAT TEK-HUT SHOULD NOT BE RESPONSIBLE FOR ANY THIRD PARTY CLAIMS AGAINST TEK-HUT THAT ARISE FROM END USER'S USE OF THE FIREWALL SERVICES. FURTHER, END USER AGREES TO REIMBURSE TEK-HUT FOR ALL COSTS AND EXPENSES RELATED TO THE DEFENSE OF ANY SUCH CLAIMS, INCLUDING REASONABLE ATTORNEYS' FEES, UNLESS SUCH CLAIMS ARE BASED ON TEK-HUT'S WILLFUL OR INTENTIONAL MISCONDUCT. THIS PROVISION WILL SURVIVE THE TERMINATION OF THIS FIREWALL AGREEMENT.

Limitations of Liability

BY ENROLLING IN, ACTIVATING, USING OR PAYING FOR THE FIREWALL SERVICES, END USER AGREES THAT IT HAS READ THIS FIREWALL AGREEMENT AND UNDERSTANDS THE LIMITATIONS OF THE FIREWALL SERVICES DESCRIBED HEREIN.

THE FIREWALL SERVICES AND THE FIREWALL ARE PROVIDED AS IS. TEK-HUT'S LIABILITY TO END USER ON ACCOUNT OF ANY ACT OR OMISSION OF TEK-HUT RELATED TO THIS FIREWALL AGREEMENT SHALL BE LIMITED TO ACTUAL DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY, OR BODILY INJURY OR DEATH PROXIMATELY CAUSED BY TEK-HUT'S WILFUL OR INTENTIONAL MISCONDUCT. END USER WILL NOT BE ENTITLED TO ANY OTHER DAMAGES, INCLUDING INDIRECT OR CONSEQUENTIAL DAMAGES, REGARDLESS OF THE FORM OF ACTION. TEK-HUT AND ITS EMPLOYEES, AGENTS, CONTRACTORS AND REPRESENTATIVES WILL HAVE NO LIABILITY WHATSOEVER FOR ANY UNAUTHORIZED ACCESS, DAMAGES OR MODIFICATIONS TO, OR LOSS OR DESTRUCTION OF, ANY OF END USER'S SOFTWARE, FILES, DATA OR PERIPHERALS OR FOR COPYRIGHT, TRADEMARK, PATENT, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY INFRINGEMENT.

TEK-HUT SHALL NOT HAVE ANY LIABILITY FOR FAILING TO BLOCK ACCESS TO ANY INTERNET SITES OR URL'S ADDED BY, OR AT THE REQUEST OF, END USER.

Tek-Hut shall not be liable for any delay or failure to provide the Firewall Service caused by any of the following:

1. Act or omission of an underlying carrier, service provider, vendor or other third party;
2. Equipment, network or facility failure;
3. Equipment, network or facility upgrade or modification;
4. Force majeure events such as (but not limited to) acts of god; strikes; fire; war; riot; government actions;
5. Equipment, network or facility shortage;
6. Equipment or facility relocation;
7. Service, equipment, network or facility failure caused by the loss of power to End User;
8. Outage of End User's Internet service provider or broadband service provider;
9. Any act or omission of End User or any person using the Firewall Service or Firewall hardware provided to End User; or
10. Any other cause that is beyond Tek-Hut's control, including without limitation a failure of or defect in any hardware, the failure of an incoming or outgoing communication, or the inability of communications to be connected or completed.

Further, Tek-Hut shall not be liable to End User or others for any damages arising from the content of any data transmission, communication or message transmitted to or received by End User (whether read or unread, solicited or unsolicited), or losses resulting from any goods or service purchased or messages received or transactions entered into through the Firewall Service.

In no event shall Tek-Hut's liability under this Firewall Agreement exceed the amount paid by End User for Firewall Services in the (1) month period immediately preceding the event giving rise to the claim.

Disclaimer of Damages

EXCEPT AS PROVIDED ABOVE, IN NO EVENT SHALL TEK-HUT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS OR ANY OTHER SERVICE PROVIDER WHO FURNISHES PRODUCTS OR SERVICES TO END USER IN CONNECTION WITH THIS FIREWALL AGREEMENT OR THE FIREWALL SERVICES BE LIABLE FOR ANY DIRECT, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OR FOR ANY OTHER DAMAGES. THE DISCLAIMER AND LIMITATIONS SET FORTH HEREIN APPLY TO CLAIMS FOUNDED IN BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND ANY AND ALL OTHER THEORIES OF LIABILITY AND APPLY WHETHER OR NOT TEK-HUT WAS INFORMED OF THE LIKELIHOOD OF ANY PARTICULAR TYPE OF DAMAGES.

TEK-HUT'S ENTIRE LIABILITY AND END USER'S SOLE AND EXCLUSIVE REMEDIES

REGARDING FIREWALL SERVICES AND THE FIREWALL ARE TO HAVE TEK-HUT REPAIR OR REPLACE ANY TEK-HUT-PROVIDED FIREWALL IF IT IS DEFECTIVE. IF REPAIR OR REPLACEMENT OF THE TEK-HUT-PROVIDED FIREWALL SYSTEM IS NOT REASONABLY PRACTICABLE, EITHER PARTY WILL HAVE THE RIGHT TO TERMINATE THE FIREWALL SERVICE UPON 10 DAYS WRITTEN NOTICE TO THE OTHER PARTY. END USER ACKNOWLEDGES AND AGREES THAT (A) THE FIREWALL AND THE FIREWALL SERVICES CONSTITUTE ONLY ONE COMPONENT OF END USER'S OVERALL SECURITY PROGRAM AND ARE NOT A COMPREHENSIVE SECURITY SOLUTION; (B) THERE IS NO GUARANTEE THAT THE FIREWALL OR THE FIREWALL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS CONNECTED TO THE FIREWALL OR SUPPORTED BY THE FIREWALL SERVICES WILL BE SECURE, OR THAT THE FIREWALL AND/OR FIREWALL SERVICES WILL MEET END USER'S REQUIREMENTS; (C) THERE IS NO GUARANTEE THAT ANY COMMUNICATIONS SENT BY MEANS OF THE FIREWALL OR THE FIREWALL SERVICES WILL BE PRIVATE; (D) THERE IS NO GUARANTEE THAT ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE WILL BLOCK ALL SITES NOT DESIRED BY END USER OR THAT SUCH SOFTWARE WILL NOT BLOCK ANY SITES THAT ARE DESIRED BY END USER; AND (E) ANY AVAILABLE CONTENT OR URL BLOCKING SOFTWARE IS USED AT END USER'S SOLE RISK AND DISCRETION.

Acts Beyond Tek-Hut's Control

Neither End User nor Tek-Hut will be responsible to the other for any delay, failure in performance, loss or damage due to fire, explosion, power blackout, earthquake, volcanic action, flood, the weather elements, strike, embargo, labor disputes, civil or military authority, war, acts of God, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies, or other causes beyond Tek-Hut's reasonable control, except that End User must pay for any Firewall Services used.

Representations and Warranties of End User


End User agrees, represents and warrants that:

1. It has full power and authority (including full corporate or governmental power and authority) to execute and deliver this Firewall Agreement and to perform its obligations hereunder; and
2. It has carefully reviewed the Firewall Agreement, and that its use of the Firewall Services rendered hereunder shall be designed, installed, furnished and in all respects provided and maintained in conformance and compliance with applicable federal, state and local laws, administrative and regulatory requirements and any other authorities having jurisdiction over the subject matter of this Firewall Agreement and it shall be responsible for applying for, obtaining and maintaining all registrations and certifications which may be required by such authorities.


End User understands that, should it request or make any changes to its Firewall, VPN or Firewall Services, that such changes may result in a lower level of security and may allow unsecured access to its network. In the event of any such change, End User acknowledges and agrees that it shall assume all risks and liabilities associated with or resulting from any such changes.

TEK-HUT, INC.

End User: Legacy Charter School District

By: 

Nate Bondelid, President

By: 
BART MCKNIGHT [name], CHAIR [title]

DATE: 4/20/17

DATE: 4-20-2017

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

This Agreement is made by and between Compliance Services Association, Inc., an Idaho General NON-Profit corporation, located at 6003 W Overland Rd, Suite 201, Boise, ID 83709, hereinafter referred to as CSA, and Legacy Charter School, located at 4015 S. Legacy Way, Nampa, ID, hereinafter referred to as the SCHOOL DISTRICT.

WHEREAS, CSA is an Idaho NON-Profit corporation organized to provide COMPLIANT MEDICAID administration to Idaho schools, and has developed a complete COMPLIANT MEDICAID administration program which provides Idaho school districts with training, administrative, consultative, statistical, audit services, and a guarantee of compliance;

WHEREAS, the SCHOOL DISTRICT wishes to obtain, and CSA wishes to furnish these COMPLIANT MEDICAID administration services;

NOW THEREFORE, in consideration of the premises and the mutual promises and undertakings of the parties hereinafter set forth, the parties hereby agree as follows:

1. The term of the Agreement shall be from **August 1, 2017 to July 31, 2022**.
2. CSA will provide COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment A) document attached.
3. The SCHOOL DISTRICT agrees to perform the COMPLIANT MEDICAID administration services as outlined in the SUMMARY OF MEDICAID ADMINISTRATION SERVICES (Attachment B) document attached.
4. As consideration for the provision of said services, the SCHOOL DISTRICT shall pay CSA an administration fee for all MEDICAID reimbursements received either by direct deposit, checks, or when payment is made available to the SCHOOL DISTRICT by the Idaho Department of Health & Welfare pending match payment.

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

- a) The administrative fee is payable upon receipt of each invoice which will accompany the fully reconciled remittance report.
- b) The guarantee is reflected in a service level agreement and will include (Attachment A – Attachment B);
- Idaho DHW School-Based Services Medicaid Program compliance.
 - IEP monitoring for guaranteed NO Additional audit penalties paid from SCHOOL DISTRICT funds for SBS Medicaid billing audits. CSA will credit all administration fees associated with any recouped amounts. No guarantee for IDEA compliance.
 - iTrackIEP software and iTrackLOGS. **NO OVERBILLING** (Must "Opt IN")
 - Physician referral. (Must "Opt IN")

GUARANTEE WILL NOT INCLUDE;

- Monitoring of IDEA qualifying documentation, services provided, or documentation of services provided in schools.
- Monitoring of "no school" days or student absent days.
- Monitoring of; hiring, qualifications and/or Medicaid exclusion list, of providers of services in schools.
- Monitoring of; Parental notification/approval to bill or Primary Care Physician notifications.

Added Value (No Charge) Services provided in this agreement;

(Check one box, each line)

	"Opt IN"	"Opt OUT"
Assisting with obtaining Signed Physician referrals	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Use of iTrackIEP (Attachment D) – iTrackLOGS	<input checked="" type="checkbox"/>	<input type="checkbox"/>

- c) The Administrative Fee Table is as follows:

- **See Attachment E**

5. The parties herein covenant and agree to review the **Idaho Medicaid Provider Handbook, Rehabilitative and Health Related Service** and both parties herein covenant and agree to abide by the terms contained therein and subsequent orders and or directions as the Idaho Department of Health and Welfare shall

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

provide in reference to the Idaho Medicaid Provider Handbook. Both parties herein acknowledge that they have a current copy of the above referenced handbook in their possession.

6. Both parties herein acknowledge and agree that the information as submitted by CSA to the Idaho Department of Health and Welfare is information provided to CSA from the SCHOOL DISTRICT through the IEP's and physician referrals. Any errors or omissions for services or billing documentation of those services provided in schools, whether or not reflected on the IEP or physician referral, may result in overpayment or underpayment, therein may affect and cause Medicaid adjustments. SCHOOL DISTRICT acknowledges that the accuracy of any Medicaid billings submitted by CSA are dependent on the accuracy of information provided to CSA by SCHOOL DISTRICT. CSA does not and will not guarantee errors or omissions for providing documented services or the billing documentation of those services. For services provided, documentation of those services and IDEA compliance, SCHOOL DISTRICT releases and holds harmless CSA, its officers and agents, from any and all liability to the Idaho Department of Health and Welfare, Medicaid or any other governmental or private person or entity for any overpayments, adjustments, demands for repayment, interest, penalties of other claims of any sort related to any services provided by CSA, including without limitation any Medicaid billings submitted by CSA or SCHOOL DISTRICT.
7. The SCHOOL DISTRICT herein acknowledges and agrees that CSA is providing a service to the SCHOOL DISTRICT that is specialized and that in the implementation of this service CSA has trained SCHOOL DISTRICT agents and has provided SCHOOL DISTRICT agents with proprietary knowledge and information that said agents would not otherwise obtain. Therefore, SCHOOL DISTRICT herein acknowledges and agrees that during the term of this agreement the SCHOOL DISTRICT or its agents will not use, consult with, hire, retain, or otherwise cause any agent of SCHOOL DISTRICT, be it a SCHOOL DISTRICT employee, agent or independent contractor, or any other person or entity, to submit Medicaid billings or otherwise compete with the services as provided by CSA to SCHOOL DISTRICT and SCHOOL DISTRICT will not independently submit claims to Medicaid or cause an agent or any other person or entity to submit such claims, and shall not circumvent CSA in any other fashion, directly or indirectly. SCHOOL DISTRICT further agrees that it will not disclose any proprietary or other information provided to it by CSA to any other person or entity, will only allow such use of such information by its agents as necessary to perform the terms of this agreement, and will return all copies of any such information to CSA at the termination of this agreement. SCHOOL DISTRICT agrees that in the case of any attempt to terminate this agreement before the end of the term, or any submission of any Medicaid billing(s) performed by SCHOOL DISTRICT or any other person or entity on its behalf,

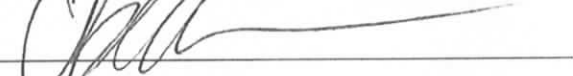
**GUARANTEED SCHOOL-BASED COMPLIANCE
MEDICAID ADMINISTRATION AGREEMENT**

SCHOOL DISTRICT shall account for all such submissions and shall owe CSA the above-stated (Section 4(c)) administrative fee for all such submissions. SCHOOL DISTRICT also acknowledges and agrees not to disclose specialized information and knowledge learned through CSA, to other school districts or their agents, or any other person or entity, via written or verbal communications. Such disclosure is a material breach of this agreement.

8. SCHOOL DISTRICT, by executing this agreement, warrants that the person signing this agreement has the authority to do so, so as to bind SCHOOL DISTRICT to its terms, and that all necessary meetings, approvals, authorizations, votes and other matters necessary to make this a valid and enforceable agreement binding SCHOOL DISTRICT have been completed, finalized and performed.
9. This agreement represents the entire agreement of the parties and can be modified only by a writing signed by both parties. No prior verbal promises or agreements not contained herein are valid. This agreement shall be interpreted and enforced under the laws of the State of Idaho. In the event of litigation arising out of an alleged breach of this agreement, the prevailing party shall be entitled to costs and attorney fees incurred.

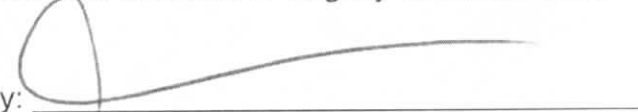
IN WITNESS THEREOF, the parties have signed this Agreement.

CSA: Compliance Services Association, Inc.

By: 
Celeste Blackburn, SBS Program Director

Date: 6/5/17

SCHOOL DISTRICT: Legacy Charter School

By: 

Date: 6/5/17

Print: Erica Gerber
(Duly Authorized Agent)

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

Attachment A

Summary of Guaranteed school-based compliance

Medicaid Administrative Services

As the guaranteeing consulting and billing agent CSA agrees to adhere to all rules and regulations that govern the submitting of claims under the Rules and Regulations that govern the school-based *Rehabilitative and Health Related Services Program*.

Below is a list of services and responsibilities that CSA agrees to deliver:

- Guaranteed School-based services Medicaid compliance, administrative, consulting, audit services, to the SCHOOL DISTRICT. Guarantee based on information documented on the IEP and Physician referral. CSA will pay all additional audit penalties resulting in SBS Medicaid billing audits and credit all administration fees for the recouped amount. Excluding actual recoupments. No guarantee for IDEA compliance.
- State and federal Medicaid information, liaisons, and updates: Timely and accurate information regarding the rules and regulations associated with the *Rehabilitative and Health Related Services Program*
- Assistance with research and eventual identification of the SCHOOL DISTRICT Medicaid eligible population
- Reasonable efforts in securing physician's referrals (Attachment C)
- Upon request, on-site and web training and instruction for Administrators, health-related professionals, paraprofessionals, and aides
- Guaranteed, Accurate, dependable, and confidential Billing Process. Tracking and Reconciliation of all submitted claims
- Access to online service delivery software and Administrative reporting tools
- Customized reports showing the status of all Medicaid transactions and reimbursements
- Data warehousing and digital archival of School District billing information, submitted claims, service records, adjustment details, and audit information
- Assistance in Audit Readiness preparation and facilitation to ensure proper procedure and compliance; Interface with the Department of Health and Welfare as appropriate for audit findings

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

Attachment B

School District Responsibilities

As the Provider of Record, the SCHOOL DISTRICT agrees to provide information to CSA that adheres to all Rules and Regulations that govern the **School-based Rehabilitative and Health Related Services Program**. Below is a list of services and responsibilities that the SCHOOL DISTRICT agrees to perform:

The SCHOOL DISTRICT is responsible for the following:

- Insure that; One time Parental consents are signed, Primary Care physician notifications requirements are met, students qualify for services listed on the IEP, all services listed on the IEP and Physician referrals are performed and documented by qualified personnel, that all services and documentation is in accordance with IDEA, and that the compliant billing documentation is accurate with the documented services listed on the IEP and Physician referrals.
- Insure that qualified personnel complete and submit timely and accurate; IEP cover page and service page, amendments, service delivery logs (records) that meet Medicaid requirements for documenting service delivery and for which the SCHOOL DISTRICT is seeking reimbursement and to submit such records to CSA via paper claims or web-based software provided by CSA, so that CSA may provide timely and accurate Medicaid claims and reporting for the district.
- Insure that certifications and licensures of all practitioners are accurate and up-to-date. Insure that all practitioners submitting claims are not disqualified to do so by the Department of Health & Welfare or the Center for Medicare and Medicaid Services (CMS). Maintain necessary paperwork related to certifications, licensures, etc. of all qualified staff including contracted services for whose services the SCHOOL DISTRICT is seeking reimbursement
- Maintain all Individual Education Programs (IEPs) according to *Rehabilitative and Health Related Services* program guidelines for all services for which the SCHOOL DISTRICT is seeking Medicaid reimbursement. Provide CSA with the IEP cover page and service page and amendments.
- Maintain on file and provide CSA with copies of all recommendations or referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT is seeking reimbursement.

GUARANTEED SCHOOL-BASED COMPLIANCE MEDICAID ADMINISTRATION AGREEMENT

Attachment C

Physicians Referral

In the event that the SCHOOL DISTRICT does "Opt IN" to have CSA provide assistance in obtaining physician referrals as part of the contractual arrangement the following applies:

- CSA will monitor physician referrals for all students for which the SCHOOL DISTRICT is submitting Medicaid claims. No claims will be submitted without insuring that a timely referral has been obtained by the SCHOOL DISTRICT for the services identified in the student's IEP. CSA will coordinate the referral process with the SCHOOL DISTRICT and make reasonable efforts to obtain a referral on behalf of the SCHOOL DISTRICT.
- When CSA has exhausted reasonable means, CSA will notify the SCHOOL DISTRICT of the names of the students for whom a referral was not obtained along with the reason why.
- CSA will maintain and archive referrals from a physician or other practitioner of the healing arts for services for which the SCHOOL DISTRICT seeks reimbursement.

Attachment D

iTrackIEP Software Solution

- No cost to SCHOOL DISTRICT. iTrackIEP cost are limited to the state reimbursement amount for IEP software, Free data storage, Free updates, Free training, Free form creation and upgrades.
- CSA, Inc. utilizes "proprietary software" and its accompanying database system for processing, storing, and retrieving all Medicaid Billing Records. This system has been optimized for the Idaho Medicaid school-based services program, including data collection and electronic transmission requirements, and provides accurate billing services to participating Idaho School Districts.

**GUARANTEED SCHOOL-BASED COMPLIANCE
MEDICAID ADMINISTRATION AGREEMENT**

Attachment E

Administration Fee Table

Combined Percentage (Aggregate) Not Shown

If the Federal reimbursement share is;

		1 Year	3 Year	5 Year
Tier 1	\$0 - \$500,000	14%	12%	10%
Tier 2	\$500,001 - \$1,000,000	13%	11%	9%
Tier 3	\$1,000,001 - \$1,500,000	12%	10%	8%
Tier 4	\$1,500,001 - \$2,000,000	11%	9%	7%
Tier 5	\$2,000,001 - \$2,500,000	10%	8%	6%
Tier 6	\$2,500,001 - \$3,000,000	9%	7%	5%
Tier 7	\$3,000,001 - \$3,500,000	8%	6%	4%
Tier 8	\$3,500,001 - \$4,000,000+	7%	5%	3%

Agreement For Services

This agreement for services (hereinafter referred to as "Agreement") is entered into by and between Lenzi Occupational Therapy Services (hereinafter referred to as "Provider") and Legacy Charter School (hereinafter referred to LCS).

Recital

Whereas, Provider provides occupational therapy services, and
Whereas, LCS desires to contract for such occupational therapy services, by retaining the Provider as an independent contractor.

Now therefore, in exchange for the provision of such occupational therapy services, and other goods and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Provider and LCS hereby covenant and agree as follows:

1. Provider agrees:

- 1.1 To provide LCS with Occupational therapy services through the utilization of qualified, certifies and/or licensed therapist.
- 1.2 To provide screenings, evaluation, and treatment for individuals and/or group clients.
- 1.3 To provide a monthly statement based on a fee of \$68 per hour for services provided by an Occupational Therapist for travel, treatment, and paperwork to maintain
- 1.4 To maintain the necessary records as required by LCS.
- 1.5 To provide administrative services necessary for the completion of required reports and records.
- 1.6 To participate in meetings and" staffing" as necessary.
- 1.7 To provide materials (e.g., diagnostic, therapy) necessary for management.
- 1.8 To provide proof of liability, malpractice and worker's compensation insurance.

LCS agrees:

- 2.1 That the service rates as set forth above are reasonable and LCS agrees to the payment of such rates for services provided. Furthermore, LCS agrees to remit such payment within thirty (30) days of receipt of a billing statement. A service charge will be applied to late payments as the rate of one (1%) per month for each statement past due.
- 2.2 To provide adequate space in which therapy can be delivered in accordance with program philosophy.
- 2.3 To make records of students available to professional therapy staff members as necessary to provide services.

3. Other Terms

- 3.1 The terms of this Agreement shall begin on August 1, 2017 and cease on June 30, 2018, with automatic renewal unless either party terminated the agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.
-

3.2. LCS agrees to retain all required records for provision of services contemplated herein for a period of three (3) years or the length required by law whichever is more.


3.3 Any question of interpretation of this Agreement shall first be attempted to be resolved through mutual negotiation. If such negotiation should fail, the parties agree to select a neutral and qualified mediator, and submit the matter for mediation, each party to pay its own cost. If such mediation should fail and any party is required to initiate or defend litigation with respect to the terms of this agreement, the prevailing party in any such litigation shall be entitled to reasonable attorney's fees and costs incurred in connection with such litigation, including any appeal.

3.4 This Agreement and all other documents referred to herein shall be construed, interpreted and applied, and the rights and obligations hereunder determined, in accordance with the laws of the State of Idaho.

3.5 The persons executing this Agreement warrant his or her authority to do so and bind their respective entity.

IN WITNESS HEREOF, the parties hereto have caused this Agreement to be executed on this 20th day of July, 2017.

Legacy Charter School

By: 
(Print Name): Bill McNight

Lenzi Occupational Therapy
Services

By: 
Kendra Lenzi, Manager and member

Contract for School Psychologist Services
Legacy Charter School

This contract for services is entered into between Leena S. Martin-Weaver, Ed.S, NCSP School Psychologist and Legacy Charter School beginning August 1st, 2017 and ending June 30, 2018 with automatic renewal unless either party terminates the Agreement. The Agreement may be terminated by either party upon thirty (30) days written notice to the other.


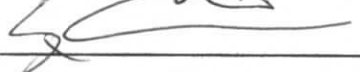
Provider agrees to provide the following services as an independent contractor:

1. To provide the Charter Schools with School Psychological services as a qualified and certified school psychologist.
2. To provide screenings, evaluations, consultations, Medicaid billing, participate in meetings and report writing as requested and needed by the charter schools within expected time lines.
3. To provide monthly log of hours worked.
4. Follow the policies and regulations of the Charter Schools and adhere to the ethics and professional standards of the National Association of School Psychologists.

Charter schools agrees to:

1. Pay for services at the rate of \$85.00 an hour on a monthly basis.
2. Provide needed records and materials to provide these services.

Agreed and Accepted by:

Name: Leena Weaver  Title: School Psychologist Date: 5/17/17
Name:  Title: Administrator Date: 8/1/17