

Features

ePAS affords decision makers the opportunity to utilize a simple, low-cost solution resulting in benefits that protect funds and manage payroll. ePAS features include:

Single Web-based, Integrated System

- Integrates easily with Payroll software and can be tailored to your needs
- Hosted web-based software; nothing to download, install, maintain, or update

Proactive, Continuous Monitoring of Payroll Runs

- Analyzes payments prior to printing checks
- Risk ratings and alerts generated to identify potential findings that require actions or awareness of anomalies within the transactions
- Identifies potential work flow errors
- Proactive fraud detection and deterrent
- Offender/background searches at every payroll run
- Reviews 100% of transactions vs. spot checking

Worry Free Regulatory Compliance

- Eliminates the need to maintain various systems used to address federal, state, and local reporting requirements
- Helps you stay on top of changes in payroll-related laws and regulations so you can remain compliant

Trend Analysis

- Trends expenditures and employee activities that may otherwise go unnoticed

Alert Flags

- Gain faster access to critical data through generated alert messages resulting from eventful changes to employee payroll transactions

Mobile App

- Review and approve payroll transactions on the go

Free Ongoing Support

- Unlimited, around the clock email support with rapid response included with your subscription

Bringing this software on will show proactive commitment to continual increased fiscal responsibility and take steps to avoid:

- Public relations challenges
- Loss of public support
- Fraud
- Increased audit scrutiny

Features

The Electronic Vendor Audit System offers a low-cost, simple solution to further automate vendor payment flow, resulting in productivity improvement and risk reduction. eVAS features include:

Single Web-based, Integrated System

- Integrates easily with Vendor software
- Hosted web-based software; nothing to download, install, maintain, or update

Proactive, Continuous Monitoring of Check Runs

- Analyzes payments prior to printing checks
- Flags potential work flow errors
- Identifies potential fraud
- Reviews 100% of transactions vs. spot checking

Vendor Audit

- Audits vendors using external sources and user-defined rules
- Searches Secretary of State Business Registration system
- Auditor of State Finding for Recovery lookup
- Federal Excluded Parties List System lookup

Reporting Analysis

- Provides valuable reporting including expenditures by vendor and account code

Mobile App

- Review and approve vendor transactions on the go

Free Ongoing Support

- Unlimited, around the clock email support with rapid response included with your subscription

eVAS is a tool that demonstrates means to quickly and cost effectively deter fraudulent vendor payments. It proactively supports regulatory compliance requirements, offering key searches from regulated databases such as Findings for Recovery and the Federal Excluded Parties Listing within seconds. Lastly, it identifies duplicate invoice numbers beyond the purchase order number to avoid duplicate payments resulting in cost savings.

Bringing this software on will show proactive commitment to continual increased fiscal responsibility and take steps to avoid:

- Public relations challenges
- Loss of public support
- Fraud
- Increased audit scrutiny



**eVAS/ePAS Service Agreement
Ohio Schools Council/OASBO**

STEP 1 Fill in Customer Contact Information

Instructions: SIGN and email to HELP@BonefishSystems.com

Purchase Orders made out to:
Ohio Schools Council
6393 Oak Tree Blvd., STE 377
Independence, OH 44131

Name/Title	Linda Schumacher- Treasurer
District	Pioneer CTC
Address	27 Ryan Road Shelby, OH 44875
Phone	419-347-7926
IRN# / PO#	
AP Software	State Software
Effective Dt/End Dt	

STEP 2 **DISTRICT** Select term in Group Pricing and Term table below:

<i>Customer Group Pricing and Term</i>			
Products Codes	1 Year 18E-D-01-L-R	3 Year 18E-D-03-L-R	5 Year 18E-D-05-L-R
eVAS / ePAS	<input type="checkbox"/> \$3,998.00	<input type="checkbox"/> \$3,545.00	<input type="checkbox"/> \$3,282.00

All pricing is an annual subscription, derived from current volume counts effective, June 30th of every calendar year.
JULY 1, 2017 – JUNE 30, 2018 GROUP PRICING AND TERM (TIER = 100-199) REPRESENTED ABOVE

OPTIONAL ELECTIVE **COMMUNITY SCHOOL** If applicable list names in table below:

Community Schools listed below will have the **SAME Term** as District selected in Step 2.

Pricing reflects per Year per Community School

<i>Community School Group Pricing and Term</i>	
eVAS/ePAS 18E-CD-00-L-R	\$1,200.00

STEP 3 Review, Sign, Date & ATTACH PURCHASE ORDER

Terms and Conditions

Bonefish Systems, LLC. will provide the Customer with an annual subscription for usage of the Electronic Vendor Audit System (eVAS) and/or Electronic Payroll Audit System (ePAS) for the selected Product and Term. Communications with the eVAS/ePAS service will be encrypted using the HTTPS protocol. Full Service maintenance and up to four (4) hours of onsite training will be included. New customers will receive an initial invoice with the annual Price. All subsequent invoicing will be generated to align Customer with fiscal year billing. The first fiscal year invoice may be prorated (if applicable) based on the Customer's Effective Date and receipt of initial payment. The number of unused subscription months in the present fiscal year may be credited. Group Pricing is established with participating volume counts identified on June 30th of the current year. Non eVAS/ePAS integrated accounts payable software customers may be subject to a one-time set up fee.

Full Service Maintenance will cover all system outages labor and/or hardware needed for the timely restoration of the eVAS/ePAS system and provides email reply assurance within twenty-four (24) hours of receipt. All support inquiries should be submitted to Help@bonefishsystems.com. System hot fixes, may periodically be required to correct issues encountered, such as coding changes that may need to be applied with little or no notification to eVAS/ePAS Customer and are strictly limited to those required to maintain the security, usability, and reliability of the system. In addition to unscheduled hot fixes, any regularly scheduled maintenance and

enhancement releases of importance will be communicated via system messaging and published in the online Help section. Bonefish Systems, LLC., will implement system releases that include Bonefish approved and defined system enhancements to benefit Customer and further improve the system capabilities at no additional charge.



**eVAS/ePAS Service Agreement
Ohio Schools Council/OASBO**

TERM OF AGREEMENT - This Agreement shall commence on the Effective Date or when training is completed and shall remain in effect based on the selected Customer Group Pricing and Term.

TERMINATION FOR CAUSE - Either party may terminate this Agreement for cause: (i) upon sixty (60) days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) immediately, if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, liquidation or assignment for the benefit of creditors. This Agreement may not otherwise be terminated prior to the end of the selected Customer Group Pricing and Term. All terms are fully binding upon, inure to the benefit of and are enforceable by the parties and their respective successors and assigns.

PROVISION for Information Technology Center (ITC) contract – Should the Customer elect to select eVAS/ePAS through a third party relationship (ITC offering), this provision will allow the Customer the right to transfer the Service Agreement terms to their ITC to leverage a group relationship.

ADDITIONAL SERVICE AVAILABLE TO CUSTOMER - Upon Customer request, Bonefish Systems, LLC., may be engaged to perform additional risk analysis or to provide consultation on best practices in managing accounts payable risk. Arrangements for such services will be managed under a separate contract and will be billed separately from this Service Agreement.

DISCLAIMER – Bonefish Systems, LLC. OBLIGATIONS UNDER THIS AGREEMENT ARE IN LIEU OF ALL WARRANTIES EXPRESSED OR IMPLIED. Bonefish Systems, LLC. WILL NOT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS SERVICE AGREEMENT OR THE SERVICE PERFORMED HEREUNDER. IT REMAINS THE SOLE RESPONSIBILITY OF THE CUSTOMER TO PERFORM THE NECESSARY DUE DILLIGENCE AND TO IMPLEMENT THE NECESSARY CONTROLS TO ENSURE SOUND FISCAL RESPONSIBILITY. WHILE THE ELECTRONIC VENDOR AUDIT SYSTEM CAN BE A USEFUL TOOL IN THE MITIGATION OF ACCOUNTS PAYABLE RISK, IT IS BUT ONE PIECE OF A COMPLETE SET OF CONTROLS A CUSTOMER MUST IMPLEMENT AND DOES NOT ENSURE THAT FRAUD OR ERRORS WILL NOT OCCUR.

CONTINGENCIES – Bonefish Systems, LLC. shall not be responsible for any delay or failure to perform due to unforeseen circumstances or causes beyond reasonable control. Examples of such causes are natural disaster, war, riot, fire, flood, accident, strike, shortage of transportation, power, labor or material, third party vendor delays, or any other act or condition beyond the reasonable control of Bonefish Systems, LLC.

CUSTOMER RESPONSIBILITIES - It is the responsibility of the Customer to ensure that all of its files, passwords, and output are adequately secured. Bonefish Systems, LLC. will not be responsible for Customer failure to do so nor for the cost of reconstructing information lost as a result. Customer is responsible for all related costs and management with their vendors that could directly interface with eVAS/ePAS functionality.

CHARGES - Payment for services contracted under this Service Agreement will be made within thirty (30) days after the invoice date. Late fees of 5% per month will be applied to all late payments. Invoices may be generated by a third party vendor.

GENERAL – Bonefish Systems, LLC. reserves the right to adjust the Pricing at end of the Service Agreement Term.

_____ Print Name/Title	_____ Signature	_____ Date
Thomas R. Mitchell II – CEO Bonefish Systems, LLC.	 Signature	4/12/2018 Date