



Revision

SERVICE AGREEMENT
By and Between
NORTON CITY SCHOOLS and PSI AFFILIATES, INC./PSI ASSOCIATES, INC.

THIS AGREEMENT for services is entered into this 27th day of August, 2013 by and between the Norton City Schools, hereinafter referred to as "Client", and PSI Affiliates, Inc./PSI Associates, Inc., hereinafter referred to as "PSI," to perform services in the amounts specified to schools in the Norton City Schools specifically named in Attachment A to this Agreement and thereby becoming a part of this Agreement pursuant to relevant sections of the Ohio Revised Code. Additional Attachments to this contract may be included herein and are part of this Agreement.

I. Services

PSI agrees to provide the following Services, ("Services") in accordance with requests made by Client in such numbers and subject to such rules and regulations of The School as are applicable to the satisfactory performance of this agreement to the benefit of The School for the stated school years, or part thereof.

- | | |
|--|--|
| <input type="checkbox"/> Registered Nurse Services | <input type="checkbox"/> Foreign Language Teacher Services |
| <input type="checkbox"/> Licensed Practical Nurse Services | <input type="checkbox"/> TESOL Teacher Services |
| <input checked="" type="checkbox"/> Medical Assistant Services | <input type="checkbox"/> School Psychology/ Psychology Services |
| <input type="checkbox"/> Health Aide Services | <input type="checkbox"/> Counselor Services |
| <input type="checkbox"/> Speech/Language Pathologist Services | <input type="checkbox"/> Special Education/Coordinator/Compliance Services |
| <input type="checkbox"/> Intervention Specialist Services | <input type="checkbox"/> OT/PT Services |
| <input type="checkbox"/> Gifted/Talented Teacher Services | <input type="checkbox"/> Professional Development Services |
| <input type="checkbox"/> Remedial/Title 1 Teacher Services | <input type="checkbox"/> Clerk |

A generalized description of Services is attached hereto as Attachment B. Services may vary depending upon Client need and priorities. Client and PSI will regularly communicate to determine Services to be provided. Client will inform PSI on a timely basis if Services performed are not satisfactory and/or if Services need to be changed. PSI will also provide to Client a cost and service proposal for any changes to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for.

II. Initial Term. In accordance with this contract, PSI will provide Services to Client for an initial three (3) year term consisting of three (3) consecutive years starting in the 2013-2014 school year, then continuing through the 2014-2015 and 2015-2016 school years, continuing through the conclusion of the 2016 school year.

III. Compensation:

In consideration of Services and/or provisions as set forth and as incorporated into this Agreement, Client shall cause to be paid to PSI no more than the following yearly fees, unless as provided for in this Agreement. Details of all fees are described in Attachment A which has been incorporated herein. Additional fees will be assessed for additional Services or changes as set forth in this Agreement.

YEAR ONE:	\$78,480.00
YEAR TWO:	\$80,053.20
YEAR THREE:	\$80,982.00

IV. Payments for Services Rendered. Client shall pay to PSI within thirty (30) days of receipt of monthly invoices the value of actual Services rendered in the monthly billing cycle, with the total payment not to exceed the amount contracted herein unless as agreed upon by Client and PSI pursuant to the terms of this Agreement.

V. Changes and Additional Services. PSI shall provide the Additional Services and Additional Optional Services as noted in the Exhibits attached hereto and at the rates noted therein upon written request signed by Client. Client also agrees to pay PSI, in addition to the above-stipulated charges, the hourly rates indicated in Attachment C, for those additional and supplemental Services requested by Client and provided by PSI. Also, any changes to the Agreement that are required or requested by Client to PSI, shall be provided in writing and include the stipulated charges and/or hourly rates. Any Additional Services, Additional Optional Services and changes shall be included in the appropriate monthly invoice and subject to payment as set forth above.

VI. Reporting. PSI agrees to provide Client with reports and/or documentation as needed and determined by Client to be necessary to complete local, state, and/or federal reports.

VII. Compliance with Law. PSI further agrees to employ personnel to service designated schools under the terms of this Agreement and agrees to fully abide by all Federal and State laws applicable to employment and/or assignment of such personnel including taking any appropriate action to insure that personnel so employed by PSI fully comply with the provisions of the Affordable Health Care Act. Non-licensed personnel will be appropriately supervised. Only persons with satisfactory criminal background checks will be employed.

VIII. Provider Services. PSI shall provide all necessary manuals, forms, training aids, supporting operations management, supporting human resources, accounting, legal, training, development, and general administration functions pertaining to the Services provided. All Services required under this Agreement shall be performed in an efficient, economical and timely manner as is consistent with professional skill, due care and the interests of Client.

IX. Coverage Schedule. PSI shall establish a schedule satisfactory to Client setting forth, among other things, the dates, times and locations that personnel will be assigned to perform the Services. PSI shall provide to Client, upon request, a copy of the schedule and any updates to the schedule, and PSI shall make such changes to the schedule as reasonably requested by Client.

X. Dismissal of Employees. PSI shall dismiss from performing Services any person employed by the Provider who Client determines to be incompetent, guilty of misconduct, dangerous to the safety of the students of Client, or detrimental to the operations of Client. Client shall immediately notify PSI of any issues pertaining to any personnel provided by PSI so as to address said issues and also shall fully cooperate with PSI in the event of any termination of said personnel.

XI. Office Space and Supplies. Client shall provide suitable, appropriate office space that is quiet and private for use of the PSI staff assigned to the school/s. This also includes storage space for supplies and equipment. Client will also provide appropriate supplies and equipment that are customary and standard for the Services provided, where so agreed. Examples of these include, but are not limited to: office supplies and equipment, medical supplies and equipment (if health services are provided), and required testing materials for use by PSI and to enable PSI to provide the Services that they are contracted to perform. Client will be billed for all supplies and equipment, purchased at Client request, to include but not be limited to test equipment, protocols, health supplies, clinic equipment, etc. The testing protocols will be billed as replenishing is needed.

XII. Student Records. All student records shall be the sole and exclusive property of Client, subject to any access and copying rights as permitted by law. PSI will have reasonable access to such documents, forms, records and other materials and information as permitted by law and as necessary to perform the Services and for other lawful purposes. Client will retain all records and other materials for the time periods required by applicable law and generally accepted practices. Client and PSI shall at all times comply with all applicable laws, rules and regulations relating to the confidentiality of medical records and other information.

XIII. Cooperation. In the event that either party becomes aware of any alleged injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other written notice in a timely manner of the known circumstances surrounding the injury including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses.

XIV. Agreement not to Hire. Client agrees that it shall not, during the term of this Agreement and for a period of eighteen (18) months following the termination or expiration of this Agreement, knowingly employ or solicit or make an offer of employment or make any employment agreement with any person who has been a PSI employee who at

any time during the term of this Agreement provided, supervised, directed or was involved in the provision of Services under this Agreement. Client agrees not to hire the PSI employee nor any contractors, or subcontractors per this Agreement, without the express written permission of an officer of PSI. This applies regardless if said employee or independent contractor is involved with an agency, a related entity, is a volunteer or is in any arrangement except as an employee or subcontractor of PSI.

XV. Property Insurance. Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion and similar casualties or other cause normally covered in standard broad form property insurance policies. Provider will maintain adequate security for damages within the self insured retention selected as determined by a reputable actuary.

XVI. Termination. PSI shall have the right at its own discretion, to terminate this Agreement in the event that Client fails to make any payment when due under this Agreement and said payment remains unpaid for a period of five (5) days after written notice to Client from PSI. Furthermore, PSI shall have the right to terminate this Agreement in the event Client is determined by PSI to have engaged in any illegal, unethical or unprofessional behavior or actions that PSI deems to be detrimental to its continued performance of Services under this Agreement.

XVII. Notice. Any notice or communication required or permitted to be given hereunder shall be in writing and served personally, delivered by courier or sent by United States certified mail, postage prepaid with return receipt requested, addressed to PSI as follows:

To Client: PSI
 Attention: Nancy Musci,
 Director of Administration
 2112 Case Parkway South #10
 Twinsburg, Ohio 44087-0468

XVIII. Assignment. The Agreement may not be assigned by either party without the written consent of the other.

XIX. Waiver. A waiver of any failure to perform under the Agreement shall neither be construed as nor constitute a waiver of any subsequent failure.

XX. Severability. If any term or provision of the Agreement or the application thereof to any person or circumstance shall, to any extent or for any reason be invalid or unenforceable, the remainder of the Agreement and the application of such term or provision to any person or circumstance other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each remaining term and provision of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

XXI. Amendments to Agreement. All provisions of the Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision.

XXII. Findings for Recovery. PSI warrants and represents that it is not subject to a finding for recovery under Ohio Revised Code Section 9.24, or that Provider has taken the appropriate remedial steps required under Ohio Revised Code Section 9.24, or otherwise qualifies under Ohio Revised Code Section 9.24.

XXIII. Captions. Headings and titles of Articles, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

XXIV. Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any of the parties hereto may execute this Agreement by signing any such counterpart.

XXV. Entire Agreement. This Agreement and its attachments and other documents specifically incorporated by reference herein contains the entire understanding and agreement of the parties concerning the matters contained herein, and supersedes and replaces any prior or contemporaneous oral or written contracts or communications concerning the matters contained herein.


XXVI. Governing Law. This Agreement will be interpreted, construed, and governed according to the laws of the State of Ohio.



Norton City Schools Designee

DAVID P. DUNN

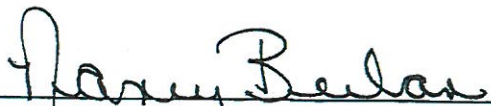
Print Name and Title



Witness

8-30-13

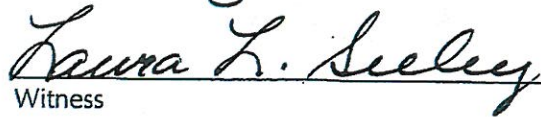
Date



PSI Designee

Nancy Berlan

Print Name and Title



Witness

8.27.13

Date

ATTACHMENT A

The schools and services in the Norton City Schools District to be served by PSI Affiliates, Inc. for the following years are listed below. Any errors, additions, or deletions should be noted either on the purchase order submitted or through an explanatory letter.

School	Position	Allocation Per Year	Year 2013-2014	Year 2014-2015	Year 2015-2016
Primary/Cornerstone	Medical Asst	1080	\$21,211.20	\$21,632.40	\$21,848.40
Norton Middle	Medical Asst	720	\$12,960.00	\$13,219.20	\$13,485.60
	Totals		\$34,171.20	\$34,851.60	\$35,334.00
Norton Primary (Special Needs Student)	Medical Asst (Sub Provided)	1440	\$44,308.80	\$45,201.60	\$45,648.00
	Totals		\$78,480.00	\$80,053.20	\$80,982.00

All positions to be assigned based on needs in each building

Additional services to be billed at:

Medical Asst	\$19.64	\$20.03	\$20.23
Medical Asst	\$18.00	\$18.36	\$18.73
Medical Asst (Special Needs)	\$30.77	\$31.39	\$31.70