



up to 2024 ✓

**SERVICE AGREEMENT**  
**By and Between**  
**NORTON CITY SCHOOLS and psi AFFILIATES, INC./psi ASSOCIATES, INC.**  
**For the 2021-2022, 2022-2023, 2023-2024 School Years**

**THIS AGREEMENT** for services is entered into this 6th day of April, 2021 by and between the Norton City Schools, hereinafter referred to as "Client", and psi Affiliates, Inc./psi Associates, Inc., hereinafter collectively referred to as "psi" to perform services as 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 Agreement may be included herein and, if included, will become part of this Agreement.

**I. Services**

psi agrees to provide the following Services, ("Services") in accordance with requirements of Client in such numbers and subject to such rules and regulations of the specific school of the client ("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 checked="" type="checkbox"/> Clinic Services Program           | <input type="checkbox"/> Gifted/Talented Teacher Services                  |
| <input checked="" type="checkbox"/> Registered Nurse Services         | <input type="checkbox"/> Remedial/Title 1 Teacher Services                 |
| <input checked="" type="checkbox"/> Licensed Practical Nurse Services | <input type="checkbox"/> Foreign Language Teacher Services                 |
| <input checked="" type="checkbox"/> School Health Assistant Services  | <input type="checkbox"/> TESOL Teacher Services                            |
| <input type="checkbox"/> Special Needs Nursing Program                | <input type="checkbox"/> School Psychology/ Psychology Services            |
| <input type="checkbox"/> Registered Nurse Services                    | <input type="checkbox"/> Counselor/Social Worker Services                  |
| <input type="checkbox"/> Licensed Practical Nurse Services            | <input type="checkbox"/> Special Education Coordinator/Compliance Services |
| <input type="checkbox"/> Health Screenings Program                    | <input type="checkbox"/> OT/COTA Services                                  |
| <input type="checkbox"/> Speech/Language Pathologist Services         | <input type="checkbox"/> PT/PTA Services                                   |
| <input type="checkbox"/> Intervention Specialist Services             | <input type="checkbox"/> Clerk   |
| <input type="checkbox"/> Educational Aide Services                    |  |

A description of Services to be performed by psi to Client is attached hereto as Attachment B. The parties agree that Services may vary depending upon the Client and the Client's needs and priorities. Client and psi agree that the parties will regularly communicate with each other to determine Services to be provided pursuant to this Agreement. Client agrees to inform psi on a timely basis if Services performed are deemed not be satisfactory by Client and/or if Services so provided by psi need to be revised. psi will provide to Client a cost and service proposal for any revisions to Services requested by Client and any additional Services needed by Client that are not currently provided or contracted for as set forth in this Agreement.

**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 with the 2021-2022 school year, through the conclusion of the 2023-2024 school year.

**III. Compensation:** In consideration of the 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, except as may be provided for pursuant to the terms of this Agreement. The schedule of all fees are specifically described in Attachment A which has been incorporated herein. Any additional fees as provided for in this Agreement will be assessed for additional Services or changes for Services as set forth in this Agreement.

**Year One    \$173,875.45**

**Year Two    \$179,095.00**

**Year Three   \$182,689.15**

**IV. Payments for Services Rendered.** Client hereby agrees to pay to psi within thirty (30) days of receipt of psi's monthly invoices the specified value of actual Services rendered in the monthly billing cycle, with the total

payment not to exceed the amount contracted for herein, except 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. psi further abides by all federal and state laws pertaining to employment obligations such as participation in Worker's Compensation, Unemployment Insurance and other appropriate entitlements.

**VIII. 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.

**IX. Dismissal of Employees.** psi shall dismiss from performing Services to Client any person employed by psi who Client reasonably 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 provide written notice to psi of all facts and issues pertaining to said request for dismissals and shall cooperate fully with psi in regard to any investigation relating to said dismissal request.

**X. 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. Client agrees to provide adequate security at the school office site and to include any personnel provided by psi to Client through this Agreement in any security training that personnel of Client are required to take. Client agrees to follow all appropriate rules and regulations to ensure PSI staff have a clean and hygienic working environment with appropriate protections related to the COVID pandemic.

**XI. 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.

**XII. Cooperation.** In the event that either party becomes aware of any alleged incident which may include injury resulting from the care or treatment of any person pursuant to this Agreement, each party has a duty to give the other party written notice of the incident in a timely manner of the known circumstances surrounding the incident including the name, school, and circumstances of the alleged incident and the contact information of any available witnesses. Each party further agrees to fully cooperate with the other party in regard to any investigations and follow through in regard to said incident.

**XIII. Agreement not to Hire.** Client hereby agrees that Client shall not, during the term of this Agreement and for

a period of twenty-four (24) months following the termination or expiration of this Agreement, employ, solicit, or make an offer of employment or enter into 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 any manner in the provision of Services under this Agreement. Client further agrees not to hire any psi employee nor any contractors, or subcontractors providing Services under this Agreement, without the express written permission of the President of psi. This provision shall apply to any employee, independent contractor, any independent contractor or employee who is involved with an agency providing Services under this Agreement or is a related entity or is involved in any type of agreement to provide Services to the Client as an employee or subcontractor of psi.

**XIV. Insurance.** Client shall keep Client's buildings, including the Premises and all property contained therein, insured against loss or damage from fire, explosion, similar casualties, or other cause including personal injury 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.

**XV. 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. psi also reserves the right to terminate this Agreement in the event that Client materially breaches the terms of this Agreement and said breach is not cured within thirty (30) days of notice from psi. Furthermore, psi reserves the right to terminate this Agreement in the event of any filings pertaining to the insolvency of Client including bankruptcy, receivership, or State take-over.

**XV(a).** In the event that Client seeks to terminate this Agreement based upon an allegation of material breach of this Agreement by psi, Client shall be obligated to do the following:

1. Client shall provide written notice to psi specifically setting forth the facts and reasons utilized by Client to claim a material breach by psi.
2. psi shall have thirty (30) days after receipt of notice from Client to work with Client to improve the situation to a reasonably satisfactory level that addresses the areas of concern set forth in the written notice provided by Client to psi.
3. If psi cannot improve the matters cited in the written notice to a reasonably satisfactory level as agreed upon by the parties within said thirty (30) day period, Client shall have the right to terminate the contract.

**XVI. Confidentiality.** By virtue of this Agreement, Client shall have access to information that is Confidential and Proprietary to psi, including (without limitation) business and financial records, billing information, contracts, vendor/supplier information, customer lists and demographic information, policies, and procedures. Confidential, Proprietary Information includes manuals, and strategic planning information which may be in various forms and media, and which may be or may come into existence at any time this Agreement is in effect. Such Confidential, Proprietary Information belongs solely to psi and Client shall have no ownership in, or control over it. Client shall maintain the confidentiality of all Confidential and Proprietary Information, and shall not disclose it to third parties unless required to do so by law. Nor shall Client use any Confidential and Proprietary Information for its own benefit to the competitive detriment or embarrassment of psi. This requirement is perpetual and survives the termination of 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:

psi  
Steven L. Rosenberg, Ph.D.  
President  
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. Purchase Order.** Receipt of Purchase Order from Client constitutes agreement with the terms and conditions of this Agreement, herein.

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


  
\_\_\_\_\_  
Norton City Schools Designee

Jeanette Meisel, Student Services Director

Print Name and Title


Witness

Date

  
\_\_\_\_\_  
psi Designee

Steven L. Rosenberg, President

Print Name and Title

  
\_\_\_\_\_  
Witness

Date

4-6-2021

## 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 2021-2022	Year 2022-2023	Year 2023-2024
District	RN	1295	\$50,647.45	\$52,162.60	\$53,211.55
High School	LPN	1260	\$35,305.20	\$36,363.60	\$37,094.40
Middle	SHA	1260	\$26,308.80	\$27,102.60	\$27,644.40
Elementary	SHA	1260	\$26,308.80	\$27,102.60	\$27,644.40
Primary	LPN	1260	\$35,305.20	\$36,363.60	\$37,094.40
<b>Totals</b>			<b>\$173,875.45</b>	<b>\$179,095.00</b>	<b>\$182,689.15</b>

Additional services to be billed at hourly rate per corresponding position per contract year.

RN	\$39.11	\$40.28	\$41.09
LPN	\$28.02	\$28.86	\$29.44
SHA	\$20.88	\$21.51	\$21.94
Special Needs LPN	\$35.00	\$36.05	\$36.77

### Health Service Program Notes: Norton City Schools

**psi RN Supervisory Network.** *Included*

**psi Clinic Substitute Program.** *Included*

**Human Growth and Development Education.** *Included* within District Nurse Allocation.

**Human Growth and Development Education** *Included*

**Professional Development.** *Included* -District is entitled to one complimentary professional development program per contract year. Please contact psi for details regarding program options.

**Staff In-Services.** *Included* District Nurse will provide District staff in-services that are included as a part of the health services program at no additional charge when completed within the allocation. (i.e. Blood Borne Pathogen Training, Medication Administration Training, Diabetes Management Training Levels I & II.) Additional training courses are available at discounted rates as a part of psiCertify, Training and Education Center. Please contact psi for details regarding courses and rates.

**Crisis Intervention Team.** *Included* if requested, contact psi for details.

**Overnight Field Trip RN Rates.** Contact psi regarding availability of service/rates.

**1:1 Nursing Services.** Please contact psi regarding the Special Needs Nursing Program.

**Allocations and Positions.** Allocations and positions are subject to change at District request based on **student needs**

**Allocations and Annual Totals.** Allocations and Annual Totals are based on a standard 180 day school year. District is only billed for time worked by psi Staff, unless indicated otherwise by District. (i.e. District has 178 day school year, psi Contract is for 180 days, District billed for 178 days.)

**Substitution.** Allocations and Annual Totals include psi Clinic Substitute Program.

**Calamity Days.** District is only billed for time worked by psi staff, unless requested otherwise by District.

**psi Staff Breaks.** psi Staff are not required to take breaks. The services shall be for Norton City Schools and the allocations indicated. The total billable hours DO NOT include break time. If the District permits break time (up to .5 hour) for psi Staff, clinics will close or the District will provide coverage during that time, unless an emergency arises (i.e. if the total number of daily hours scheduled is 6, the break would be in addition to that number, so psi staff will have to allow 6.5 hours for that day). psi Staff are not permitted to leave the building during break time and must remain accessible for emergency situations. psi staff that are permitted break time are expected to take breaks outside of standard busy clinic times, (i.e. school lunch and recess). Districts that do not require psi staff to take unpaid break time will have psi staff in the clinic for the number of hours contracted each day. (i.e. if the total daily hours scheduled are 6, the psi staff member will work 6 hours and not include break time).



PSI Associates, Inc./PSI Affiliates, Inc.

Attachment B

**REGISTERED NURSE POSITION DUTIES**

Assess and monitor student health needs and provide appropriate nursing interventions and services to students by performing professional nursing duties as defined in the psi Health Resource Guide and the Ohio Department of Health and in accordance with acceptable state nursing practice guidelines.

Administer prescribed medications and monitor student behavior and reaction to the administration of medication; provide first aid as required and nursing interventions for acute and chronic medical complaints; complete required documentation of health services needed and provided; provide and promote relationships between community health providers and students, parents, and the community at large

In addition to providing direct service to students and ensuring that school health records are properly maintained, the psi Registered Nurse is also the direct supervisor of the psi Health Services Employee(s) and assigns and monitors the psi Health Services Employee(s)' duties. Communication should be arranged between all other health staff on school health activities

educational services • school health programs • training/education



psi Associates, Inc./psi Affiliates, Inc.

Attachment B

**LICENSED PRACTICAL NURSE POSITION DUTIES**

Under the supervision and direction of the Registered Nurse, assists in providing nursing services to schools that work toward the health and wellness of students and the improvement of health conditions in general. Monitor student health needs and provide appropriate nursing interventions and services to students by performing professional nursing duties as defined in the psi Health Resource Guide, Ohio Department of Health Recommendations and in accordance with acceptable nursing practice guidelines.

Assist the Registered Nurse with students' health needs; administer medications and monitor student behavior and reaction to the administration of medication; provide first aid in accordance with established first aid procedures; complete required documentation of health services needed and provided; responsible for health clinic records; responsible for shared health clinic maintenance; promote relationships between community health providers, students, parents, and the school community.



psi Associates, Inc./psi Affiliates, Inc.

Attachment B

### SCHOOL HEALTH ASSISTANT POSITION DUTIES

Under the supervision and direction of the psi Registered Nurse, the psi School Health Assistant will collaborate in providing services to schools to work toward the health and wellness of students and the improvement of health conditions in general. The psi School Health Assistants must possess a High School diploma; postsecondary education or training preferred. Medical Assistants must possess a Certificate of Completion/Diploma from a Medical Assistant Program. The psi School Health Assistant must successfully complete the psi School Health Clinic Exam.

The psi School Health Assistant will facilitate student health needs; administer prescribed medications, including emergency injections, may administer insulin based on student needs and the successful completion of Diabetes Level III training, as needed; may administer medication through a G-tube at the discretion of psi after training complete; monitors student behavior and reaction to the administration of medication; provides first aid in accordance with established first aid procedures; assists in the health screening programs and school health programs; completes required documentation of health services needed and provided; is responsible for health clinic records; is responsible for shared health clinic maintenance; provides and promotes relationships between community health providers and students, parents, and the community at large. In addition, all psi School Health Assistants are conversant with the psi **Health Resource Guide**.





educational services  
school health programs  
training/education

## ATTACHMENT C

### School Employee Retirement System

psi will collect and remit the Employee's contributions required by the State Retirement System and submit it monthly during the term of this agreement for all psi's employees as required by law.