

**RICHMOND HEIGHTS LOCAL BOARD OF EDUCATION**  
**REGULAR MEETING MINUTES**  
**AUGUST 9, 2021**  
**7:00 P.M.**

*We invite public participation at all of our meetings. Please complete the participation form upon arrival so you can be acknowledged at the appropriate time.*

*Mission: Prepare individual learners to navigate an evolving global community using 21<sup>st</sup> century competencies.*

The Regular Meeting of the Richmond Heights Board of Education was called to order at 7:02 p.m. on Monday, August 9, 2021 by President, Nneka Slade Jackson.

The following members answered the roll: Nneka Slade Jackson, Bobby Jordan, Frank Barber, Linda Pliodzinskas, and Dr. Hugh Turner.

**RESOLUTION NO 08-172-2021**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to adopt the agenda as presented.

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 08-173-2021**

Moved by Mr. Jordan, seconded by Mr. Barber, to approve the minutes of the Regular Session Meeting July 12, 2021; and the Regular Work Session Meeting July 26, 2021; pursuant to Board policy 0169

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**SUPERINTENDENT'S REPORT**

- **General Updates - Dr. Renée Willis**

**TREASURER'S REPORT**

- **General Updates – Cooper Martin**

## RECOMMENDATIONS OF THE TREASURER

### RESOLUTION NO 08-174-2021

Moved by Mr. Jordan, seconded by Mr. Barber to approve the following gift as funds.

- 500 Toothbrushes and Toothpaste for Unity in the Community Back to School Fair on August 12, 2021 - VP Smiles – Dr. Lucia Johnson & Associates Family Dentistry

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

### RESOLUTION NO 08-175-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to transfer \$20,000 from fund 020 to the General Fund per auditor recommendation.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

### RESOLUTION NO 08-176-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to approve updating final appropriations for Fund 020 in FY2021 and Fund 020 appropriations in FY2022 to Zero.

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

## RECOMMENDATIONS OF THE SUPERINTENDENT

### CERTIFIED:

### RESOLUTION NO 08-177-2021

Moved by Mr. Jordan, seconded by Dr. Turner, to employ the following certified personnel for the 2021-2022 school year, upon completion of personnel file:

- Dr. Derrick Pledger, Long Term Substitute to replace Tim King, Intervention Specialist, until a permanent teacher is hired, effective 8/12/21.

Roll Call: Ayes – Mr. Jordan, Dr. Turner, Mr. Barber, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

### RESOLUTION NO 08-178-2021

Moved by Mrs. Pliodzinskas, seconded by Mr. Jordan to employ the following certified personnel, upon completion of personnel file:

Kathy Lee, Intervention Specialist. Step 7, \$54,528.48 to replace Molly Collins, effective August 12, 2021. (Attachment #5)

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Jordan, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0

## NEW BUSINESS

### **RESOLUTION NO 08-179-2021**

Moved by Mrs. Pliodzinskas, seconded by Dr. Turner, to approve the following personnel as the transportation designee that has the authority to modify stops, times and routes throughout the school year as the need arises. (Per the Ohio Administrative Code)

- **Theresa Cyrus**, Transportation Lead

Roll Call: Ayes – Mrs. Pliodzinskas, Dr. Turner, Mr. Barber, Mr. Jordan, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-180-2021**

Moved by Mr. Jordan, seconded by Mrs. Pliodzinskas to renew the agreement with **Proximity Learning** for Virtual World Languages (French & Spanish). Seven sections of live instruction will be provided by teachers (virtually) per the master schedule for the rate of \$78,540.00 plus a set up & support fee of \$2,099.93. Total is \$80,639.93. (To be paid from the general fund). (**ATTACHMENT #1**)

Roll Call: Ayes – Mr. Jordan, Mrs. Pliodzinskas, Mr. Barber, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-181-2021**

Moved by Mr. Jordan, seconded by Mr. Barber to renew the service agreement between **Maxim Healthcare Services** and RHLSD to provide district Nurse substitutes and RN special education consulting services for IEP meetings for the 2021/2022 school year. (To be paid from ESSER II) (**ATTACHMENT #2**)

Roll Call: Ayes – Mr. Jordan, Mr. Barber, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

### **RESOLUTION NO 08-182-2021**

Moved by Mrs. Pliodzinskas, seconded by Mr. Barber, to renew the **Nexstep Education Services** agreement to provide the following tutors. These services will begin August 12, 2021 and end May 29, 2022. (To be paid from Title I Funds) (**ATTACHMENT #3**)

**(2) Elementary Title Reading Teachers**  
**Middle School Language Arts and Math Teacher**  
**Sign Language Teacher**

Roll Call: Ayes – Mrs. Pliodzinskas, Mr. Barber, Mr. Jordan, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**RESOLUTION NO 08-183-2021**

Moved by Mr. Barber, seconded by Mr. Jordan to renew the following contracts for Special Education services for the 2021-2022 school year as follows: **(ATTACHMENT #4)**

**Monarch School:** Special Education for four (4) students at a yearly tuition of \$88,000.00 per student for a total of \$352,000.00.

Roll Call: Ayes – Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, Ms. Slade Jackson, and Dr. Turner.

Nays – None.

Motion Carried 5-0.

**BOARD'S REPORT**

- **Governance Retreat Planning** - Nneka Slade Jackson

**ADJOURNMENT**

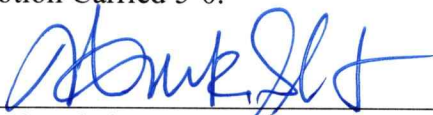
**RESOLUTION NO 08-184-2021**

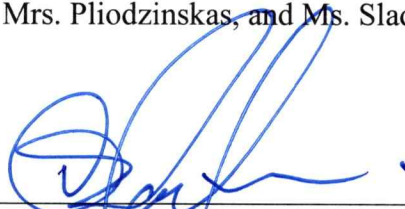
Moved by Dr. Turner, seconded by Mr. Barber to adjourn the meeting at 8:21 p.m.

Roll Call: Ayes – Dr. Turner, Mr. Barber, Mr. Jordan, Mrs. Pliodzinskas, and Ms. Slade Jackson.

Nays – None.

Motion Carried 5-0.

  
\_\_\_\_\_  
Nneka Slade Jackson, President

  
\_\_\_\_\_  
Cooper Martin, Treasurer



# Richmond Heights Local Schools - Spanish & French

**Richmond Heights Local Schools**  
 447 Richmond Rd  
 Richmond Heights, OH 44143  
 United States

**Renee Willis**  
 Superintendent  
 willis.renee@richmondheightssch  
 ools.org  
 216-692-8485

**Reference: 20210721-133548288**  
 Quote created: July 21, 2021  
 Quote expires: October 19, 2021  
 Quote created by: Michael Robinson  
 EdD  
 mrobinson@proxlearn.com  
 +1 (615) 403-8477

## Comments from Michael Robinson EdD

Spanish 1 First Period  
 Spanish 1 Second Period  
 Spanish 3 Fourth Period  
 Spanish 2 Sixth Period  
 Spanish 1 Seventh Period  
 French 2 2 Sections

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
5 Days per Week Up To 60 Minutes Live Instruction— School Year Commitment Live Instruction; up to 60 minutes per section Section Start: 2 weeks after PLI receives all required documentation	202122084	7	\$11,220.00	\$78,540.00
Set-up & Support Fee Class Set-Up, User Licenses, Facilitator On-Boarding, Technical Support, & CSS Team support	202122243	7	\$299.99	\$2,099.93

## Subtotals

One-time subtotal

\$80,639.93

**Total \$80,639.93**

Renee Willis

[willis.renee@richmondheightsschools.org](mailto:willis.renee@richmondheightsschools.org)

## Questions? Contact me



Michael Robinson EdD  
[mrobinson@proxlearn.com](mailto:mrobinson@proxlearn.com)  
+1 (615) 403-8477

Proximity Learning  
1800 E 4th St, Suite 131  
Austin, TX 78702  
United States



## **EDUCATIONAL INSTITUTION STAFFING AGREEMENT**

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 13th day of 07, 2021, by and between **Richmond Heights Local Schools** located at 447 Richmond Rd. Richmond Heights, OH 44132, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and Maxim Healthcare Staffing Services, Inc., a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2 Summit Park Dr Suite 410 Independence, OH 44131 referred to in this Agreement as "MAXIM."

### **RECITALS**

**WHEREAS**, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in Ohio and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

**WHEREAS**, MAXIM operates a supplemental staffing agency and employs licensed health care personnel to provide healthcare services to EDUCATIONAL INSTITUTION.

**THEREFORE**, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

### **ARTICLE 1. TERM OF AGREEMENT**

**Section 1.1 Term.** This Agreement will be in effect for one (1) EDUCATIONAL INSTITUTION calendar year and will be automatically renewed at the end of the first year and each subsequent year unless terminated.

**Section 1.2 Termination.** Either party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other party. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

### **ARTICLE 2. RESPONSIBILITIES OF MAXIM**

**Section 2.1 Services.**

- A. Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more licensed or certified providers (i.e. LPNs, RNs, SLPs, School Psychologists, SPED Teachers, BCBAs, and other various health and related services personnel) as specified by EDUCATIONAL INSTITUTION (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 6.8 of this Agreement, to the extent that MAXIM is unable to provide the type of healthcare provider requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled healthcare provider. MAXIM must, however, bill that higher skilled provider at that provider's fair market value rate.
- B. Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request MAXIM Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

**Section 2.2 Personnel.** MAXIM will supply EDUCATIONAL INSTITUTION with Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- 1) Possess current state license/registration and/or certification.
- 2) Possess CPR certification, as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 3) Completed pre-employment physical as requested in writing by EDUCATIONAL INSTITUTION to comply with applicable law.
- 4) Possess proof of pre-employment screening to include: (a) TB skin test or chest X-ray as required by law, (b) criminal background check(s), (c) drug screenings as requested in writing, and (d) anything additional as required by the Agreement.
- 5) Possess a preferred one (1) year of relevant professional experience and a preferred one (1) year of specialty experience.
- 6) If applicable, possess current skills competency to include, (i) written exam; (ii) skills checklist; and (iii) verified work history.
- 7) Completed MAXIM standard OSHA and HIPAA training.

**Section 2.3 Insurance.** MAXIM will maintain (at its sole expense), or require the individuals it provides under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon request by EDUCATIONAL INSTITUTION.

**Section 2.4 Use of Independent Contractors and Subcontractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. If MAXIM deems it necessary to obtain the services of a subcontractor to fulfill its requirements under this Agreement, MAXIM may subcontract this Agreement, in whole or in part, to an entity owned by or under common control with MAXIM or in connection with any acquisition of all of the assets or capital stock of a party. MAXIM will ensure that any subcontractor will comply with all applicable terms of this Agreement. MAXIM will provide written notification to EDUCATIONAL INSTITUTION if it becomes necessary for MAXIM to utilize independent contractors to fulfill its staffing obligations to EDUCATIONAL INSTITUTION. Any Personnel provided to EDUCATIONAL INSTITUTION by an independent contractor will be subject to the same qualifications as MAXIM employees.

**Section 2.5 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its subcontractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

**Section 2.6 Timekeeping.** MAXIM reserves the right to utilize any automated or electronic timekeeping software or systems for the provision of Services and is not required or mandated to use paper-based timekeeping record keeping unless otherwise required by applicable law(s).



### **ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION**

**Section 3.1. Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 7.2 including that those Sections shall comply with this Section's referenced laws.

**Responsibility for Distance Learning Service(s).** EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

**Section 3.2 Orientation.** EDUCATIONAL INSTITUTION will promptly provide MAXIM Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements for bloodborne pathogens, as well as any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such purpose.

**Section 3.3 Requests for Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.

**Section 3.4 Short-Notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for staff is made less than two (2) hour(s) prior to the start of the shift, as long as the Personnel report for work within a reasonable prompt period of time under existing conditions after receiving notice of the assignment.

- Section 3.5 Staff Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Personnel. MAXIM will be responsible for contacting MAXIM Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following that date on which MAXIM Personnel last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to recruit, hire or employ as its own employees or as a contractor those Personnel provided by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. The EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, training and employing Personnel, to include advertisement, recruitment, interviewing, evaluation, reference checks, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any affiliate, subsidiary, department, or division of EDUCATIONAL INSTITUTION hires, employs or solicits MAXIM Personnel, EDUCATIONAL INSTITUTION will be in breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).
- Section 3.7 Per Diem or Short Term Staff Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's services will be limited to the number of hours actually worked. MAXIM will not reassign the individual to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Per Diem or Short Term Staff Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any MAXIM Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Assignment Confirmation.** MAXIM may cancel the remaining term of an assignment with notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in

EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional Insured on its general liability policy.

- Section 3.11 Incident Reports.** Incidents may be reported to MAXIM account representative at any time. However, EDUCATIONAL INSTITUTION shall report any event or incident involving MAXIM Personnel within twenty-four (24) hours of the event. EDUCATIONAL INSTITUTION shall provide MAXIM with any applicable incident reports and detailed description of any investigation completed. EDUCATIONAL INSTITUTION shall not interview or discuss the event with MAXIM Personnel without consent.
- Section 3.12 Work Environment.** EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.
- Section 3.13 Supplies.** EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to MAXIM Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

#### **ARTICLE 4. MUTUAL RESPONSIBILITIES**

- Section 4.1 Non-discrimination.** Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of age, race, color, national origin, religion, sex, disability, being a qualified disabled veteran, being a qualified veteran of the Vietnam era, or any other category protected by law.

#### **ARTICLE 5. COMPENSATION**

- Section 5.1 Invoicing.** MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s). MAXIM will submit invoices to EDUCATIONAL INSTITUTION at chosen schedule below:

- ☐ Weekly  
☐ Bi-weekly  
☒ Monthly

Invoice will be for Personnel provided to EDUCATIONAL INSTITUTION during the preceding timeframe. Invoices shall be submitted to the following address:

**Richmond Heights Local Schools**  
**447 Richmond Rd.**  
**Richmond Heights, OH 44132**  
**ATTN: Invoicing**

**Section 5.2**     **Payment.** All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

**Section 5.3**     **Late Payment.** Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

**Section 5.4**     **Rate Change.** MAXIM will provide EDUCATIONAL INSTITUTION at least thirty (30) days advance written notice of any change in rates.

**Section 5.5**     **Annual Rate Increases.** EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment A of this Agreement.

#### **ARTICLE 6. GENERAL TERMS**

**Section 6.1**     **Independent Contractors.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Agreement.

**Section 6.2**     **Assignment.** Neither party may assign this Agreement without the prior written consent of the other party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a party; provided however, the assigning party will provide notice of such transaction to the other party and remain fully responsible for compliance with all of the terms of this Agreement.

**Section 6.3**     **Indemnification.**  
MAXIM shall indemnify and hold harmless the Educational Institution, elected and appointed officers, employees, agents and volunteers ("Educational Institution Indemnitees") only for negligent acts, errors, or omissions of MAXIM or its employees, agents, and/or subcontractors, for services performed under this Agreement, and only to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the Educational Institution Indemnitees in a claim or suit, up to the applicable state cap(s) for healthcare services. No indemnity shall be provided by MAXIM for any liability imposed upon the Educational Institution Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct.

Educational Institution shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of the Educational Institution or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit. No indemnity shall be provided by the Educational Institution for any

liability imposed upon the MAXIM Indemnitees for their concurrent negligence, active negligence, sole negligence, and/or willful misconduct. Notwithstanding the above, if EDUCATIONAL INSTITUTION is a public agency subject to immunity under state or federal law, it agrees to indemnify MAXIM pursuant to the above up to applicable state law limit(s).

**Section 6.4 Attorneys' Fees.** In the event either party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such party for services provided, the prevailing party shall be entitled to receive from the other party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies.

**Section 6.5 Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either party may change the address to which notices are sent by sending written notice of such change of address to the other party.

Richmond Heights Local Schools	Maxim Healthcare Staffing Services, Inc.
447 Richmond Rd.	7227 Lee DeForest Drive
Richmond Heights, OH 44132	Columbia, MD 21046
ATTN: Invoicing	ATTN: Contracts Department

**COPY TO:**  
Maxim Healthcare Staffing Services, Inc.  
2 Summit Park Dr. Suite 410  
Independence, OH 44131  
ATTN: Ronald Maksim

**Section 6.6 Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

**Section 6.7 Entire Contract; Counterparts.** This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both parties except as provided in Section 6.9.

**Section 6.8 Availability of Personnel.** The parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified MAXIM Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

**Section 6.9 Compliance with Laws.** MAXIM agrees that all services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are

modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.

- Section 6.10 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 6.11 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 6.12 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other party may incur or experience in connection with this Agreement or the services provided, however caused, even if such party has been advised of the possibility of such damages.
- Section 6.13 Incorporation of Recitals.** The recitals set forth at the top of this Agreement are incorporated by reference as if fully set forth herein.
- Section 6.14 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when an employee or Contractor has professional or personal interests that compete with his/her services to or on behalf of MAXIM or the EDUCATIONAL INSTITUTION, or the best interests of students. Such competing interests may make it difficult for an employee or Contractor to fulfill his or her duties impartially.

## **ARTICLE 7. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION**

### **Section 7.1 Confidentiality.**

**A. MAXIM/EDUCATIONAL INSTITUTION Information.** The parties recognize and acknowledge that, by virtue of entering into this Agreement and providing services hereunder, the parties will have access to certain information of the other party that is confidential and constitutes valuable, special, and unique property of the party. Each of the parties agrees that neither it nor his/her staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to his duties for or on behalf of the other party, any secret or confidential information of the party, including, without limitation, information with respect to the party's students, costs, prices, and treatment methods at any time used, developed or made by the party during the term of this Agreement and that is not available to the public, without the other party's prior written consent.

**B. Terms of this Agreement.** Except for disclosure to his/her legal counsel, accountant or financial or other advisors/consultants neither party nor its respective staff shall disclose the terms of this Agreement to any person who is not a party or signatory to this Agreement, unless disclosure thereof is required by law or otherwise authorized by this Agreement. Unauthorized disclosure of the terms of this Agreement shall be a material breach of this Agreement and shall provide the party with the option of pursuing remedies for breach or immediate termination of this Agreement in accordance with the provisions stated herein.

C. Student/Customer Information: Neither party nor its employees shall disclose any financial or medical information regarding students/customers treated hereunder to any third-party, except where permitted or required by law or where such disclosure is expressly approved by EDUCATIONAL INSTITUTION, MAXIM and student/customer in writing. Further, each party and its employees shall comply with the other party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH").

D. The obligations set forth in this Section shall survive the termination of this Agreement.

**Section 7.2 HIPAA/FERPA/HITECH Obligations.** Each party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") is created, viewed, used, maintained and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The parties further acknowledge that PHI is not exchanged between the parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

**Data Security.** EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to MAXIM Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by MAXIM Personnel and that in terms of Maxim Personnel placed in the EDUCATIONAL INSTITUTION's physical or technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by MAXIM Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data

security or lack of data security while MAXIM Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all staff provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and their personnel, including without limitation HIPAA, FERPA, and HITECH.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

RICHMOND HEIGHTS LOCAL  
SCHOOLS:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

MAXIM HEALTHCARE STAFFING SERVICES,  
INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date



**ATTACHMENT A**  
**Richmond Heights Local Schools STAFFING RATES**

Charges will be based on the following hourly rate schedule effective 13 07 2021:

Service	Rate (per hour)
Audiologist	65-75
BCBA	85-105
BCaBA	65-85
Behavior Tech	45-55
Counselor	50-60
OTA	50-60
Educational Diagnostician	50-75
Intervention Specialist	55-65
Social Worker	50-70
Orientation & Mobility Specialist	65-80
Paraprofessional	29
PT/OT	65-75
School Psychologist	80-100
Speech Language Interpreter	60-70
SLP	65-75
SLP - CFY	60-70
LPN/LVN	45.50
RN	55.75
PTA	50-60
General Education Teachers	35-45
One to One Nursing	36

**Annual Rate Increase.** An annual rate increase of 3% will be added to each services type listed above every year on Effective Date.

**Mileage.** Mileage will be charged at \$0 per mile.

**Orientation.** Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

**Overtime.** Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

**Quarantine.** CLIENT agrees to pay Quarantine costs for assigned personnel if personnel is placed on COVID-19 Quarantine while on assignment at CLIENT facility, including, but not limited to: travel expenses and two (2) weeks of pay. Costs will be billed as pass-through to CLIENT.

RICHMOND HEIGHTS LOCAL  
SCHOOLS:

MAXIM HEALTHCARE STAFFING SERVICES,  
INC.:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## SERVICE AGREEMENT

### Richmond Heights Local Schools and NEXSTEP HEALTHCARE, LLC

This Agreement is entered into as \_\_\_\_\_, between Nexstep Healthcare, LLC, an Ohio limited liability company, doing business as Nexstep Education Services and Nexstep People and Process Solutions, ("Nexstep"), 673 G Alpha Drive Highland Heights, Ohio 44143, and Richmond Heights Local Schools ("Customer"), 447 Richmond Road, Richmond Heights, OH 44143 (each a "Party" and collectively the "Parties").

In accordance with the terms herein, Nexstep will provide staffing services to customer.

#### **1. Service Components of the Agreement**

By the terms of this Agreement, Nexstep will provide staffing services, per the included Scope of Work (Exhibit A) on the last page of this Agreement. Nexstep will comply with all applicable state and federal regulations, including licensure and criminal background checks.

#### **2. Fees and Billings**

Nexstep will invoice the Customer for all services semi-monthly. Additional services and fees can be added to this Agreement at any time, by mutual agreement of the parties, in writing.

#### **3. Payment Terms**

The Customer agrees to pay Nexstep upon receipt of each invoice.

#### **4. Term and Termination**

The initial term of this Agreement begins August 12, 2021 ("Effective Date"), and ends May 27, 2022. The Agreement will automatically renew for successive 30-day periods unless either Party provides written notice to terminate no less than 5 business days before the end date of any term.

#### **5. Insurance and Indemnification**

**Insurance.** Each Party will maintain, in good standing, commercial general liability, malpractice, and errors and omissions insurance it deems appropriate; provided, each with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Nexstep agrees to provide additional coverage if requested by Customer, and to name Customer as an additional named insured on its commercial general liability, malpractice, and errors and omission insurance policies. Nexstep shall provide Customer written proof of compliance with this section.

**Duty to Indemnify.** The Parties shall defend, indemnify, and hold harmless each other and their affiliates, subsidiaries, members, managers, officers, employees, and agents from and against any third party claims arising out of either Party's actions or omissions in performing this Agreement.

**Procedure.** If an action is brought for which indemnity is sought under this Section 7, the Party seeking indemnity will send reasonably prompt written notice to the other Party (Indemnifying Party) specifying the nature of the action and the total damages or other relief sought, and will permit the Indemnifying Party to answer and defend such claim. The Party seeking indemnity will provide the Indemnifying Party with such information and assistance as is reasonably necessary to assist the Indemnifying Party, at the Indemnifying Party's expense, in defending any such action. The Party seeking indemnity reserves the right to

employ separate counsel and participate in the defense at its expense. The Indemnifying Party will not be responsible for any settlement made by the party seeking indemnity without the Indemnifying Party's written consent, which will not be unreasonably withheld or delayed, nor will the Indemnifying Party settle any claim under this Section 7 without first obtaining the written consent of the Party seeking indemnity, which will not be unreasonably withheld or delayed.

#### **6. Customer Change**

Customer will give Nexstep written notice of any (1) change in ownership of the Customer or all or substantially all of the assets of the Customer, (2) lease of all or substantially all of the assets of the Customer, or (3) transfer of management of the operations of the Customer to an unaffiliated entity. Customer will pay Nexstep the full amount of all open accounts in accordance with Section 4 herein.

#### **7. Successors and Assigns**

Each Party, as part of the sale, lease or other transfer of all or substantially all of its assets to another entity, may assign and transfer its rights and obligations under this Agreement with notice to the other Party.

#### **8. Compliance with Laws**

The Parties will comply with all state and federal laws, including The Family Educational Rights and Privacy Act ("FERPA"), the Health Insurance Portability and Accountability Act of 1996 (HIP AA) Privacy Rule, and applicable Ohio laws.

The Parties represent that nothing contained in this Agreement is an offer, payment, solicitation or receipt of any remuneration in return for (1) the referral or an inducement of referral of any individual to any person for the furnishing or arranging for the furnishing of any item or service for which the payment may be made in whole or in part under government programs, or (2) purchasing, leasing, or ordering or arranging for or recommending purchasing, leasing or ordering of any goods, service or item for which payment may be made in whole or in part under government programs.

#### **9. Exclusivity and Nonsolicitation**

***Exclusivity.*** During the term of this Agreement, the Customer will not use any provider other than Nexstep to provide the services detailed in this Agreement.

***Nonsolicitation.*** During the term of this Agreement and for a period of one year thereafter, neither Party will directly or indirectly (1) employ or contract for the services of any individual employed by or contracting with the other Party or its affiliates, subsidiaries, contractors, or subcontractors, or (2) induce or attempt to influence any individual employee, subcontractor, or contractor of the other Party or its affiliates or subsidiaries to terminate such relationship.

#### **10. Confidentiality: FERPA**

***Confidentiality.*** Without the prior written consent of the other Party, neither Party will at any time use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, information, data, know-how or knowledge (including but not limited to information about curriculum, finances, marketing, costs, vendors, research, marketing plans, educational concepts and employee information) belonging to or relating to the affairs of the other Party ("Protected Party") or received through association with a

Protected Party (collectively, "Confidential Information"), whether the Confidential Information was received before or after this Agreement *unless* the Party using or disclosing the Confidential Information can show that the Confidential Information:

- a. was known to the using or disclosing Party prior to its association with the Protected Party;
- b. has become available to the public other than by a breach of this Agreement by the using or disclosing Party; or
- c. was disclosed to the using or disclosing Party by a third person or entity that is not prohibited by a contractual, fiduciary or other legal obligation to the Protected Party from disclosing the Confidential Information.

***Legally Compelled Disclosure.*** This Agreement does not prohibit the Parties from disclosing Confidential Information they are legally compelled to disclose. However, if a Party is legally compelled by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands or similar process to disclose any Confidential Information, the Party will use its best efforts to provide the Protected Party with prompt written notice (within forty-eight (48) hours) of the request so that the Protected Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event that a protective order or other remedy is not obtained, or the Protected Party waives compliance with the provisions of this Agreement, the disclosing party covenants to furnish only that portion of the Confidential Information that the Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

***Family Educational Rights and Privacy Act (FERPA).*** Nexstep acknowledges that the unauthorized disclosure of student records and personally identifiable student information is prohibited by The Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. § 1232g, 34 CFR Part 99, as well as Ohio law. Nexstep acknowledges that it will have access to student records and/or documents containing personally identifiable student information during the performance of its obligations under this Agreement. Nexstep will fully comply with both FERPA and Ohio law and will not make any disclosure prohibited by law. Nexstep further agrees that its use of such student records and personally identifiable student information shall be limited to its performance under this Agreement and for no other purpose.

***Scope of Coverage.*** Nexstep employees and subcontractors who perform services for Customer pursuant to this Agreement shall be bound by any applicable provisions of this Contract, including but not limited to the confidentiality obligations contained in Section 12 herein.

***Survival.*** This Section 12 shall survive any expiration or termination of this Contract.

#### **11. Further Assurances**

Subsequent to the execution of this Agreement and without any additional consideration, each Party will perform any acts reasonably requested by the other Party as appropriate to carry out the intent and purposes of this Agreement.

#### **12. Nondiscrimination**

The Parties will comply with all applicable laws prohibiting discrimination in performing their respective obligations under this Agreement, including laws and regulations that prohibit discrimination on the basis of race, sex, age, religion, national origin and physical or mental disability.

### **13. Return Of Deliverables, Records, And Data**

Upon termination or expiration of this Agreement for any reason, Nexstep shall, at the written request of the Customer, destroy all digital and physical copies of student related information. If requested by Customer, Nexstep shall certify such destruction in writing on a form provided by Customer.

### **14. Notices**

All notices permitted or required under this Agreement shall be in writing and shall be deemed delivered upon delivery in person or on the third day after being deposited in the United States mail, postage paid, addressed as follows:

If addressed to Customer:

Kelly A Askew, Director Educational Services  
447 Richmond Road  
Richmond Heights, Oh 44143

If addressed to Nexstep:

Jerry Cangelosi, President and CEO  
673 G Alpha Dr.  
Highland Heights, Ohio 44143

### **15. Governing Law; Exclusive Venue**

This Agreement shall be governed by the laws of the State of Ohio, without regard for its choice of law principles. The Parties agree that the sole and exclusive venue for any dispute arising under this Agreement or the subject matter hereof shall be the state and federal courts having jurisdiction over Summit County, Ohio.

### **16. Relationship of Parties**

It is understood by the parties that Nexstep is an independent contractor and not an employee of Customer or of the School(s). Customer will not provide health insurance, paid vacation, or any employee benefit for any Nexstep employee, owner, contractor, or subcontractor. Nexstep shall be solely responsible for all federal, state, and local taxes and assessments applicable to its performance under this Agreement and to any of its employees or contractors.

Nexstep personnel working under this Agreement shall not provide services common to the normal daily operation of the School(s) and, accordingly, shall not be eligible for inclusion in or benefits through the School Employees Retirement System of Ohio.

Nexstep will provide Customer with a W-9 upon execution of this Agreement and agrees that it will be furnished a Form 1099 for tax purposes.

#### **17. Entire Agreement**

This Agreement constitutes the complete and exclusive agreement between Nexstep and the Customer and supersedes all proposals or prior agreements, whether oral or written, and all other communications and negotiations between the parties.

#### **18. Amendment/Modification**

This Agreement may be modified or amended only by a writing executed by both Parties.

#### **19. Waiver of Contractual Right**

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

#### **20. HIPAA Compliance**

Nexstep acknowledges its obligations as a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy Rule, 45 CFR Part 160, and Subparts A and E of Part 164. The following terms summarize the Parties' obligations but are not intended to replace each Party's obligations under the Privacy Rule.

##### **A. Definitions**

1. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Nexstep.
2. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the Party to this agreement, shall mean Customer.
3. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Privacy Rule: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

##### **B. Obligations and Activities of Business Associate**

1. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.
2. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent the use or disclosure of Protected Health Information other than as provided for by the Agreement or Required by Law.
3. Business Associate agrees to mitigate, to the extent practicable, any harmful effect known to Business Associate of an unauthorized use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
4. Business Associate agrees to report to Covered Entity any unauthorized use or disclosure of Protected Health Information not provided for by the Agreement or Required by Law within 24 hours after it becomes aware of the unauthorized use or disclosure, including breaches of unsecured protected health information as required by 45 CFR 164.410, or any security incidents of which it becomes aware. Business Associate further agrees that it will be responsible for notifying all affected individuals and the Health and Human Services' Office of Civil Rights of the breach on behalf of the Covered Entity. Business Associate will not issue any communications to the public or the media without approval from Covered Entity.

5. Business Associate agrees, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable, to ensure that any subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information.
6. At the request of Covered Entity, Business Associate agrees to provide access in a timely manner, to Protected Health Information in a Designated Record Set, either to Covered Entity or, if directed by Covered Entity, to an Individual to meet the requirements of 45 CFR 164.524.
7. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526, at the request of Covered Entity or an Individual, in a timely manner.
8. Business Associate agrees to make internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, available to the Secretary, in a timely manner for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
10. Business Associate agrees to the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
11. Business Associate agrees to provide to Covered Entity or an Individual, in a timely manner, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

#### **C. Permitted Uses and Disclosures by Business Associate**

##### **1. General Use and Disclosures Provisions**

- a. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for or on behalf of Covered Entity under this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

##### **2. Specific Use and Disclosure Provisions**

- a. Except as otherwise limited in the Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that (i) it will remain confidential, (ii) it will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and (iii) the person will notify the Business Associate immediately of any instances of which it is aware that the confidentiality of the information has been breached.

- b. Business Associate agrees that any uses and disclosures of Protected Health Information will be consistent with Covered Entity's minimum necessary policies and procedures.
- c. Business Associate may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth herein.
- d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with CFR 164.502G)(1).

#### **D. Obligations of Covered Entity**

##### **1. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions**

- a. Covered Entity shall notify Business Associate of any limitation(s) in Covered Entity's notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocations of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restrictions on the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

##### **2. Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity unless the Business Associate will use or disclose Protected Health Information for data aggregation or management and administrative activities of Business Associate as permitted in Section C of this Agreement.

#### **E. Term**

The term of this HIPAA Agreement is the same as the term of the underlying Agreement, and shall terminate on the date the underlying Agreement terminates unless terminated earlier as provided herein. If the Agreement renews automatically as outlined in Section 6 above, this HIPAA Agreement shall similarly renew.

#### **F. Termination for Cause**

Upon Covered Entity's knowledge of a material breach of HIPAA by Business Associate, Covered Entity shall:

- 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or
- 3. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

#### **G. Effect of Termination**



1. Except as provided in section 22(F), Termination for Cause, upon termination or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Business Associate, its subcontractors and its agents. Business Associate shall retain no copies of the Protected Health Information.
2. In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If the return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.
3. The obligations of Business Associate under this section shall survive the termination of this Agreement.

#### **H. Miscellaneous**

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section in effect or as amended.
2. Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

IN WITNESS WHEREOF, the Parties agree to the terms herein as of the Effective Date.

Nexstep Healthcare, LLC

Richmond Heights Local Schools

By: \_\_\_\_\_

By: \_\_\_\_\_

Jerry Cangelosi

Name: \_\_\_\_\_

President and Chief Executive Officer

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Exhibit A**

### **Scope of Work**

Nexstep will provide an Elementary Title Reading Teacher; total cost to be included in Attachment 1

Nexstep will provide a Reading Teacher; total cost to be included in Attachment 1

Nexstep will provide a Middle School Language Arts/Reading and Math Teacher; total cost to be included in Attachment 1

Nexstep will provide a Sign Language Teacher; total cost to be included in Attachment 1

**AGREEMENT FOR PROVISION OF SPECIAL EDUCATION  
AND CERTAIN RELATED SERVICES**

This Agreement is entered into by and between Bellefaire Jewish Children's Bureau ("Bellefaire JCB"), a not-for-profit corporation organized and existing under the laws of the State of Ohio and having its principal place of business in Shaker Heights, Ohio, and operating an educational institution known as Monarch School ("Monarch"), and the Board of Education of Richmond Heights Local School District, Ohio ("Board").

WHEREAS, Monarch admits students who require special education and related services as defined in the IDEA 2004 and its accompanying regulations; and

WHEREAS, the Board wishes to enter into an Agreement with Monarch for the provision of special education and related services for one or more qualified students who reside in the Board's school district ("Student" or "Students"); and

WHEREAS, Monarch will provide special education and certain related services documented in each Student's Individualized Education Program ("IEP") for the 2021-2022 school year, upon the terms and conditions set forth below.

NOW, THEREFORE, it is mutually agreed as follows:

1. The Board is responsible for compliance with applicable state and federal law regarding the provision of special education and related services to its Students. Monarch is a chartered non-public educational institution that complies with applicable Ohio law. The special education and related services provided by Monarch meet the standards for special education and related services established by the Ohio Department of Education. Ohio Revised Code Section 3323.08(B)(3), authorizes the Board to contract with Monarch for the provision of special education and related services to Students.

2. Monarch hereby agrees to provide special education and the following related services if documented in each Student's IEP: speech/language therapy; occupational therapy, and; small ratio and individualized academic programming. In addition, Monarch will provide parent contact and consultation; school district contact and consultation, including regular evaluative reports of each Student's progress; and participation in each Student's IEP Team. Should a conflict between the IEP and this Agreement exist, the IEP shall supersede this Agreement.

3. The Board agrees to provide Monarch with each Student's educational, medical, psychological and social evaluations as are available to the Board. Monarch and the Board agree that any records provided by either Party pursuant to this Agreement are confidential and will only be disclosed as required by applicable state and federal law.

4. For services identified in Paragraph Two provided to each Student, the Board shall pay tuition to Monarch in the amount of eighty-eight thousand dollars (\$88,000.00) ("Tuition"). Tuition pays for the special education and related services provided to each Student during the regularly scheduled school year as defined in Ohio Revised Code Section 3313.48. The Board will be responsible for payment of additional funds for Monarch's provision of special education and related services to Students whose IEP's include an Extended School Year Program. The Tuition payments shall be made in four equal payments according to the following schedule: The first payment shall be made on or before the first of September. The second payment shall be made on or before the first of November. The third payment shall be

made on or before the first of January. The fourth and final payment in full shall be made on or before the first of March. Tuition will be charged on a prorated basis for Students starting after commencement of the school year or attending on a part-time basis.

5. If documented on the Student's IEP, Monarch may provide related services in addition to those described in Paragraph Two. Monarch shall obtain prior approval from the Board before providing any additional related service that will result in an increase in tuition. The Board shall continue to be obligated to pay the standard tuition payments as set forth above.

6. The District is obligated to pay the Tuition for any withdrawn student through the date the written withdrawal notice from the Board was received and acknowledged in writing by Monarch School.

7. Monarch is not responsible for transportation for any students attending Monarch under this Agreement. Transportation, and the costs of transportation related insurance coverage, shall be the responsibility of the Board.

8. In the event of emergency or injury concerning a Student, Monarch will promptly notify the Board.

9. This Agreement, and the rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Ohio.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) indicated.

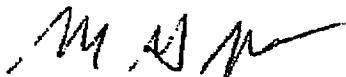
Board of Education of the City of Richmond Heights

By: \_\_\_\_\_  
(Board President/Treasurer Signature)

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name and Title)

Bellefaire Jewish Children's Bureau



By: \_\_\_\_\_  
Adam G. Jacobs, President

Date: 8/5/2021

# Kathy Lee

## Intervention Specialist

### Contact

#### Address

Cleveland OH, 44130

#### Phone

(216) 215-5278

#### E-mail

kathy5466@wowway.com

#### LinkedIn

<https://www.linkedin.com/in/kathy-lee-46b832210/>

### Skills

Intervention strategies  
proficiency

Differentiated Instruction

Strong collaboration skills

Group and individual  
instruction

Conflict resolution techniques

### Licensures

- Intervention Specialist K-12  
Mild/Moderate Licensure
- Middle Childhood 4-9  
Licensure in Language Arts  
and Social Studies

Compassionate Intervention Specialist with over 6 years of experience working with special needs children. Adept at building healthy and strong relationships with children and parents. Outstanding skills in collaborating with teachers and school administrators.

### Work History

2014-09 -

Current

#### Intervention Specialist

*Constellation Schools, Cleveland, OH*

- Prepare and teach lesson plans according to Academic Content Standards
- Focus on meeting IEP goals for individual students
- Apply Intervention strategies to all students focusing on disabilities and at-risk behavior
- Organize and complete 504 plans
- Complete monthly roster for state funding

2009-09 -

2014-09

#### Pre-K/School-Age Teacher

*CCDA, Parma, OH*

- Prepared and taught lesson plans according to Academic Content Standards
- Assessed students through portfolios and anecdotal notes
- Implemented techniques and teaching strategies through various behavior modifications
- Worked closely on an education team

2008-04 -

2009-09

#### Head Start Lead Teacher

*MDCA, Cleveland, OH*

- Followed High Scope Curriculum
- Conducted regular Parent/Teacher conferences and home visits
- Performed regular student testing

### Education

1999-08 -

2003-05

#### Bachelor of Arts: Middle Childhood Education

*Notre Dame College - Cleveland, OH*

2011-01 -

2012-12

#### Licensure

*Cleveland State University - Cleveland, OH*

Licensed as an Intervention Specialist

**STATE OF OHIO DEPARTMENT OF EDUCATION**  
**5 Year Professional Intervention Specialist (K-12) License**

**KATHY L LEE**

THIS LICENSE AWARDED TO

OH1358406	07/18/2018	07/01/2018 to 06/30/2023
EDUCATOR STATE ID	ISSUE DATE	EFFECTIVE DATES

*The holder of this credential, having satisfactorily completed the requirements prescribed by The State Board of Education and the laws of Ohio, is authorized to teach the subject(s) or serve in the area(s) listed on this document for the period specified. The holder of this credential is responsible for being knowledgeable about current requirements for maintaining the credential.*

Teaching Fields: Mild/Moderate (196140)

  
Superintendent of Public Instruction

This official document was created by the Ohio Department of Education and represents a true copy of a legal educator license as referenced in Ohio Revised Code Section 3319.38.

Credential # 21592999

Employers may verify this credential by going to Educator Profile on [education.ohio.gov](http://education.ohio.gov) and ensuring that the unique credential number appearing on this credential matches the person's records in Educator Profile, which is the official record of educator credential history.