

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 10, 2022 ("Effective Date"), and ends May 27, 2023. 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 a Title Reading Teacher, Ms. Watson, billed at a total cost of \$33,000.00

Nexstep will provide a Middle School Math Tutor, Ms. Reynolds, billed at a total cost of \$50,100.00

Nexstep will provide a Title Elementary teacher, Ms. Cesar-Williams, billed at a total cost of \$64,000.00