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**SUPPLEMENTAL SCHOOL NURSING AND HEALTH MANAGEMENT SERVICES AGREEMENT  
with RCM Technologies (USA), Inc.**

This SUPPLEMENTAL SCHOOL NURSING AND HEALTH MANAGEMENT SERVICES AGREEMENT ("Agreement") is entered into as of the 1<sup>st</sup> day of July, 2015 ("Effective Date") by the Board of Education of the City of Chicago, a body politic and corporate, commonly known as Chicago Public Schools (the "Board" or "CPS"), and RCM Technologies (USA), Inc., a New Jersey corporation with its principal place of business located at 500 McClellan Ave #350, Pennsauken, NJ 08109 (the "Provider" or "RCM").

**RECITALS:**

- A. The Board issued Request for Proposal No. 14-350040 (the "RFP") seeking Providers interested in providing School Nursing and Health Management Services to CPS students age 3-21, including those students with disabilities having critical medical needs (collectively, "Students");
- B. The Provider responded to the RFP and was selected to provide Supplemental School Nursing and Health Management Services for the Board;
- C. The Board and the Provider now wish to execute this Agreement that defines the nature of their relationship, establishes pricing, and describes the manner in which services will be requested of and furnished by Provider; and
- D. The Provider has demonstrated expertise in providing the services, has represented that it has the requisite knowledge, skill, experience, and other resources necessary to perform such services, and is desirous of providing such services for the Board.

NOW, THEREFORE, in consideration of the foregoing, which are incorporated into and made a part of this Agreement by this reference, and the mutual covenants contained herein, the parties agree as follows:

1. **Term and Options to Renew:**

1.1 **Term.** This Agreement is for a term commencing on the Effective Date and continuing for four (4) years thereafter, until June 30, 2019 (the "Term"), unless terminated sooner as provided herein.

1.2 **Options to Renew:** The Board shall have two (2) options to renew this Agreement for a period of one year each on the same terms and conditions contained in this Agreement (each a "Renewal Term"). Exercise of the option shall be subject to approval of the Board and documented by a writing signed by both parties.

2. **Scope of Services; Assignments:**

2.1 **Scope of Services:** Provider agrees to provide the services set forth on Exhibit A ("Services"), in accordance with the terms and conditions of this Agreement. "Services" means, collectively, the services, deliverables, duties and responsibilities described in Exhibit A of this Agreement and any and all work necessary to complete them or carry them out fully and to the standard of care required in this Agreement. As designated in the Scope of Services, Provider

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shall provide nursing and health management personnel to provide Services under this Agreement, including but not limited to: Health Service Nurses, Licensed Practical Nurses, Certified School Nurses, and Data Entry Personnel (collectively referred to as "Related Services Providers" or "RSPs").

The Board retains final authority with respect to all Services-related decisions. The Board, from time to time, may request changes in the scope of Services. Those changes, if agreed by the parties, including any increase or decrease in the Provider's fees, shall be documented in a written amendment to this Agreement in accordance with Section 39 herein, and signed by the authorized representatives of both parties. All Services provided hereunder shall be provided in accordance with the terms and conditions of this Agreement. Provider agrees that the Board retains final authority with respect to all Services and related decisions and further agrees that all Services shall be subject to the approval of the Board's Chief Officer of the Office of Diverse Learner Supports and Services or her designee. Provider agrees that the terms and conditions included in the Service Level Agreement ("SLA"), which is attached hereto and incorporated herein as Exhibit B, shall apply to the provision and use of Services provided by the Provider.

Throughout the Term of this Agreement and any Renewal Term, Provider shall follow all Board policies and procedures of which it has been advised, or will be advised, including those included in the Board's Nursing Services Manual, with respect to providing the Services. Provider understands and agrees that it must periodically consult the Board's website (<http://policy.cps.k12.il.us/>) to view Board Policies and updates thereto. The Board's Office of Diverse Learner Supports and Services ("ODLSS") will provide to Provider a copy of the Board's "Nursing Services Manual" upon request.

2.2 Assignments. The Board shall have absolute discretion in assigning Students to Provider and in modifying Student assignments. Provider acknowledges and agrees to accept all assigned Students unless it has a legitimate business reason for rejecting an assignment and such reason is accepted by the Chief Officer of ODLSS or his/her assigned designee. Provider further understands that it cannot terminate a Student's assignment without obtaining the Board's Chief Officer of ODLSS, or his/her designee's prior written approval.

2.3 Changes. The Board may, from time to time, request changes in the Scope of Services, including but not limited to changes in school assignments and staffing requirements.

A. Assignment changes shall be documented in writing and signed by the Chief Officer of ODLSS, or his/her designee.

B. Any non-assignment changes that increases the fee structure or increase the Maximum Compensation allowed under this Agreement shall be in writing and signed by Provider's authorized representative and by the Board's General Counsel.

3. Compensation and Payment: The compensation to be paid for Services provided to the Board by Provider during the Term shall not exceed Thirty Million and 00/100 Dollars (\$30,000,000.00) ("Total Maximum Compensation"). It is understood and agreed that the Total Maximum Compensation amount referenced above is a 'not-to-exceed amount' and is not a guaranteed payment. Compensation shall be based on actual Services performed during the Term of this Agreement, and the Board shall not be obligated to pay for any Services or deliverables not in compliance with this Agreement. The Total

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Maximum Compensation payable to Provider hereunder is all inclusive and shall include any and all amounts due and payable in accordance with the terms of Exhibit C (the "Schedule of Pricing"), including payments that may be made pursuant to the Gain Share Arrangement included in Exhibit C. CPS shall reimburse only those expenses that are specifically provided for in the Schedule of Pricing. Provider shall comply with the Board policy regarding Reimbursement of Work-Related Expenses, adopted December 16, 2009 (09-1216-PO4), as may be amended. In the event that the Agreement is terminated early, the Board shall only be obligated to pay the fees incurred up to the effective date of termination and Provider shall promptly refund to the Board any payments received for Services and deliverables not provided. If it is finally determined by the Board that Provider has overcharged CPS hereunder, in addition to all other remedies, the Board shall be entitled to a refund in the amount of the such overcharge, plus interest at the rate of 3% per month from the date such overcharge was paid by the Board until the date refund is made. The Board has the right to offset any such overcharge against any amounts due to Provider under this or any other Agreement between Provider and the Board. Payments shall be made as specified in Exhibit C (Schedule of Pricing), which is attached hereto and incorporated herein by reference.

3.1 **Billing and Payment Procedures: Electronic Payments:**

A. **Billing and Payment Procedures:** All Invoices must be submitted electronically via email in PDF format to [cpsinvoice@cps.edu](mailto:cpsinvoice@cps.edu). Each email may only contain one invoice and must include Provider's vendor name and the CPS Purchase Order number. All invoices must include:

- Vendor name and payment address
- Unique invoice number (determined by Provider)
- Valid purchase order number (only one PO number may be referenced on each invoice)
- Invoice date
- Itemized description of the Services rendered and/or Materials delivered
- Date the Services were provided and/or Materials were delivered to CPS
- Detailed pricing information such as quantities, unit prices, discount, and final net amount due

Invoices shall be submitted in a timely manner. The final invoice shall be submitted no later than sixty (60) days after the expiration or termination of this Agreement. If Provider has more than one contract with the Board, separate invoices must be submitted for each contract. The Board shall process payments within thirty (30) days of receipt of an invoice in accordance with the Local Government Prompt Payment Act [50 ILCS 505/1 *et seq.*]. The Board reserves the right to request additional information and supporting documentation necessary for the Board to verify the Services provided under this Agreement.

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B. **Electronic Payments:** The Board, at the Board's sole discretion, may make payment electronically to the Provider for any and all amounts due to the Provider pursuant to this Agreement by means of the Board's procurement charge card account. The Provider recognizes that any charge to the Board's procurement charge card that is in excess of the open remaining amount as stipulated in the applicable Purchase Order, or any charge unaccompanied by the requisite documentation and data as required by the Board, shall be deemed invalid and disputed by the Board. The Provider further recognizes that, in the absence of any supporting documentation as may be required by the Board, payments associated with disputed charges shall be rescinded by the Board and deemed not owed by the Board. Provider agrees to comply with the rules, procedures and documentation required for electronic payment via the Board's procurement charge card as established by the Board's Department of Procurement and Contracts.

C. **Duty to Monitor:** It is the Provider's responsibility to monitor its Services and invoicing for said Services; and Provider must monitor its billings to assure that the cost of the provided Services does not exceed the amount specified in the governing Purchase Order. Moreover, it is Provider's responsibility to assure that the pricing charged is as specified in the Schedule of Pricing.

4. **Standards of Performance:** The Provider must perform all Services required of it under this Agreement with that degree of skill, care, and diligence normally shown by a Provider performing services of a scope, purpose, and magnitude comparable with the nature of the Services to be provided under this Agreement. Any review, approval, acceptance of Services or deliverables, or payment by the Board for any Services does not relieve the Provider of its responsibility for the professional skill and care and technical accuracy of its Services and deliverables. This provision in no way limits the Board's rights against the Provider under this Agreement, at law or in equity.

The Board has retained the Provider because of the Provider's expertise and that of its professional staff. The members of the Provider's staff must be qualified to perform their respective duties. In addition, all members of the Provider's staff must hold and maintain throughout the Term and any Renewal Term, valid certificates and/or licenses from the State of Illinois, as applicable, that authorize those individuals to perform the Services. The Provider agrees to promptly furnish a copy of the license(s) of any and all direct service providers to the Board on request.

Throughout the Term and any Renewal Term, the Provider must maintain and use sufficient staff to assure the effective and efficient operation of its programs. The Provider must cause its staff to devote such time, attention, skill, knowledge, and professional ability as necessary to effectively and efficiently fulfill the Provider's obligations under this Agreement.

5. **Personnel; Criminal History Records Check:**

5.1 **Adequate Staffing:** The Provider must consistent with the Scope of Services assign and maintain during the term of this Agreement and any renewal of it, an adequate staff of competent personnel that is fully equipped, trained, licensed as appropriate, available as needed, qualified and assigned to perform the Services. Provider must include among its staff the Key Personnel and positions, if any, as identified in Exhibit D. If the Board determines, in its sole discretion, that any employee, subcontractor, administrator, supervisor, RSP, agent or any

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other person providing Services for the Provider (collectively referred to as "Staff") is not performing in accordance with the performance standards or other requirements of this Agreement, then the Board shall have the right to direct the Provider to remove that Staff person from performing Services under this Agreement.

5.2 Key Personnel: Certain individuals employed by Provider have particular expertise on which the Board is relying ("Key Personnel"). Provider may not reassign or replace Key Personnel without the written consent of the Board, which consent shall not be unreasonably withheld or delayed. If one or more Key Personnel terminate their employment with Provider or otherwise become unavailable for reasons beyond Provider's reasonable control, Provider shall promptly replace such person with another person with comparable training and experience, subject to the approval of the Board, which approval shall not be unreasonably withheld or delayed. Those individuals deemed Key Personnel are identified on Exhibit D (Key Personnel), which is attached hereto and made a part of this Agreement.

5.3 Board Nurses: Provider shall provide those services in respect of the CPS nursing staff ("CPS Staff"), as defined in Exhibit A, including nurses and health management personnel constituting such CPS Staff, in accordance with the terms of Exhibit A. Notwithstanding the foregoing or any other provision in this Agreement to the contrary, the Board shall retain exclusive control of the terms and conditions of the employment of CPS Staff, including, without limitation, the hiring, firing, promotion, discipline, compensation, and work duties of such CPS Staff and shall be solely responsible for any liability and expense arising therefrom.

5.4 Criminal History Records Check: Provider represents and warrants that, at its own cost and expense, it shall have a complete fingerprint-based criminal history records check ("Records Check") conducted on all Staff who may have direct, daily contact with CPS students in accordance with the *Illinois School Code* (105 ILCS 5/34-18.5); the *Sex Offender and Child Murderer Community Notification Law* (730 ILCS 152/115); the *Murderer and Violent Offender Against Youth Registration Act* (730 ILCS 154/1 et seq.). A complete Records Check includes the following:

- (a) Fingerprint-based checks through the Illinois State Police and the FBI;
- (b) A check of the Illinois Sex Offender Registry; and
- (c) A check of the Violent Offender Against Youth Database.

The purpose of the Records Check is to confirm that none of these persons have been convicted of any of the criminal or drug offenses enumerated in subsection (c) of 105 ILCS 5/34-18.5 or any offenses enumerated under the *Sex Offender and Child Murderer Community Notification Law* or the *Murderer and Violent Offender Against Youth Registration Act*, or have been convicted within the past seven (7) years of any other felony under the laws of Illinois or of any offense committed or attempted in any other state or against the laws of the United States that, if committed or attempted in the State of Illinois, would have been punishable as a felony under the laws of Illinois.

Provider understands and agrees that it shall not allow any of its Staff to have direct, daily contact with a CPS student until a Records Check has been conducted for that person and the

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results of the Records Check satisfy the requirements of 105 ILCS 5/34-18.5 and the requirements of all other Acts and Laws referenced in this Section, as may be amended.

Provider shall periodically check the Illinois Violent Offender Against Youth Registry and the Illinois Sex Offender Registry for each Staff member who has direct daily contact with students and shall immediately remove any Staff member who may be identified on either registry.

It is understood and agreed that Provider's non-compliance with this Section will constitute a material breach of the Agreement, and the Board will have the right to withhold payments due hereunder until Provider remedies such non-compliance to the Board's reasonable satisfaction, or take any other action or remedy available under this Agreement or by law.

5.5. Cooperation and Account Management: Provider must provide a single point of contact (Account Manager) who is assigned to oversee and manage the day-to-day activities of this relationship with the Board as well as overall management of the customer service issues and reporting. Provider and the Board shall work cooperatively in a spirit of good faith with each other and each party's agents and employees. The Provider and the Board shall meet on a regular basis, at least once a month, to review and discuss any ongoing matters or issues relating to the Services. Provider shall also attend periodic meetings with the Department of Procurement and Contracts personnel for contract review as well as an annual review, at a reasonable time determined by the Department of Procurement and Contracts. Provider shall also meet with the Board whenever necessary, in the Board's discretion, to promptly resolve any concerns and issues that arise relating to the performance of Services under this Agreement.

5.6. Staffing.

A. It is understood and agreed that all RSPs that are required to have a license to provide Services in the State of Illinois must be licensed to practice in the State of Illinois in their applicable profession and must be experienced in serving children with complex medical needs; and

B. In addition, Provider shall retain and utilize a sufficient number of Staff to assure the effective and efficient performance of all Services to be provided by Provider hereunder.

5.7. Proof of Licensing and Certification. Provider shall submit to the Board's Chief Officer of ODLSS, or his/her designee, copies of the current, professional licenses and certificates for Staff providing Services under this Agreement.

A. Provider understands and agrees:

i. that no RSP may begin to provide Services hereunder until Provider has submitted to the Board's Chief Officer of ODLSS, or his/her designee (a) the information requested on the RSP Form for such person and (b) a copy of such person's license(s), if applicable;

This Agreement will be posted on the CPS internal website

- ii. that it must give the Board's Chief Officer of ODLSS, or his/her designee information updates and copies of new/renewal licenses for all RSPs that are required to have a license to provide Services under this Agreement as often as necessary to keep this information current; and
- iii. that any RSP whose license(s) and/or certificate(s) has/have lapsed or is/are suspended or cancelled, must immediately stop providing Services under this Agreement until the license(s)/certificate(s) for such person is/are renewed or reinstated and a copy (or copies) of the reinstated license(s)/certificate(s) has/have been given to the Board's Chief Officer of ODLSS, or his/her designee.

5.8. Updating Staff Documentation. Provider agrees to promptly update the RSP Form (Parts I and II) as it adds and deletes RSPs. Provider further agrees to promptly update RSP information as it changes. In addition, Provider shall promptly provide a copy of the license(s) of any and all RSPs who are subsequently added during the Term of this Agreement and during any Renewal Term, as defined herein below, and shall promptly provide a copy of the renewal licenses for the RSPs.

5.9. Removal of RSPs. Provider agrees to remove any RSP from performing Services upon written direction from the Board's Chief Officer of ODLSS, or his/her designee. Provider further agrees that it shall bear any costs associated with the removal of such persons if such removal is for cause.

5.10. Reassignment or Replacement of RSPs. Provider acknowledges that it is in the Students' best interest for there to be continuity in RSP assignments. Therefore Provider agrees not to reassign or replace any RSP without the prior written consent of the Board's Chief Officer of ODLSS, or his/her designee, which consent shall not be unreasonably withheld. In the event that a reassignment or replacement is made, the Board shall have the right to screen the credentials of all substitute or replacement RSPs and decline their assignment to a Student if such individuals do not satisfy CPS requirements.

5.11. Regular School Day and Extended School Day.

A. Regular School Day - Except as described herein below, the Board shall pay only for Services rendered during the regular school day as established by each individual school. A regular school day shall not exceed 6.25 hours.

B. Extended School Day - Notwithstanding the foregoing, it is understood and agreed that the Board shall pay for up to two (2) additional hours per regular school day if one of the following conditions apply:

- i. A RSP's assignment, as requested in writing by the Board's Chief Officer of ODLSS, or his/her designee, includes accompanying a student from home to school and/or from school to home on CPS-provided transportation; or

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- ii. The additional two hours relate to a school-sponsored activity that extends beyond the regular school day, such as field trips; and transportation for such activity, if any, is on CPS-provided transportation; and the Board's Chief Officer of ODLSS, or his/her designee has pre-approved such additional time by signing the Nurse on a Bus Form, which is attached hereto as Exhibit E (Nurse on a Bus (NOB) Form), that has been completed by the RSP and submitted to the Board's Chief Officer of ODLSS, or his/her designee.

C. Exceptions - It is understood and agreed that the Board shall not pay for more than eight (8) hours per day per RSP unless the Board's Chief Officer of ODLSS, or his/her designee has approved such additional time by signing the Extended Day Form that has been completed and submitted by the RSP.

5.12. Time-Keeping

A. Time Keeping. RSPs will record their time electronically as provided on the attached Scope of Services. Kronos System - RSPs MUST record their time electronically using the Kronos equipment located at each CPS site (the "Kronos System"). RSPs must swipe in when they arrive at a school or other CPS-assigned location (e.g., school, Central Office); and they must swipe out when they leave a school or other CPS-assigned location. The Board's Chief Officer of ODLSS and Provider may agree to use an alternative system for recording of RSP's time.

B. Daily Time Record for Day to Day Substitute Teachers - In addition to using the Kronos System, RSPs must also record their hours on the *Daily Time Record for Day to Day Substitute Teachers* that principals require them to sign at each school.

C. Lunch Time Deductions - For those RSPs who are assigned to work a 6-hour day, the Board shall automatically deduct thirty (30) minutes per day for lunch unless a RSP's regular assignment does not permit the RSP to take a 30-minute lunch break. If a RSP occasionally needs to provide Services to Students through lunch, the RSP must follow the procedure established by the Board's Chief Officer of ODLSS, or his/her designee to document this additional work time or the Board will deduct the thirty (30) minutes.

D. Failure to Swipe In/Out -If a RSP forgets to swipe in and swipe out using the Kronos System, and if a RSP fails to document that RSP's hours and the Provider is unable to document that RSP's hours using the *Daily Time Record for Day to Day Substitute Teachers*, the Board shall not pay for that RSP's hours. Each Monday (or if Monday is not a working day, the next working day thereafter) CPS will provide Provider with a weekly report for the Kronos System showing the swipes for each RSP for the previous week.

5.13. Training. The Board shall offer training on the time-keeping described in the attached Scope of Services. It shall notify Provider when the training will be held and it is Provider's obligation to send at least one representative to the training session. That person



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shall be responsible for training all current and subsequent RSPs provided by Provider to perform Services under this Agreement.

6. **Independent Contractor: Cooperation: Transition of Services:**

6.1. **Independent Contractor.** It is understood and agreed that the relationship of the Provider to the Board is and shall continue to be that of an independent contractor and neither Provider nor any of the Provider's Staff shall be entitled to receive Board employee benefits, nor shall any CPS staff or other Board employees be entitled to receive any Provider employee benefits. Provider is the common law employer of- Provider's Staff and the Board is the common law employer of the CPS Staff. As an independent contractor, Provider is responsible for the payment of all taxes and withholdings specified by law which may be due in regard to compensation paid by the Board. To the extent that the Provider is subject to taxes under Section 4980H of the Internal Revenue Code with respect to its Staff, the Provider shall be solely responsible for paying such taxes. Provider agrees that Provider, including its employees, agents, and subcontractors shall not represent themselves as employees or agents of the Board. Provider shall provide the Board with a valid taxpayer identification number as defined by the United States Internal Revenue Code, including but not limited to, a social security number or federal employer identification number.

6.2 **Cooperation with other Contractors and Subcontractors:** Provider shall fully cooperate with other Board contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other Board contractors. Provider shall not intentionally commit or permit any act which will interfere with the performance of any work by any other Board contractors.

6.3 **Transition at Termination/Expiration of the Agreement.** Upon expiration or early termination of this Agreement, Provider shall take all actions reasonably necessary to accomplish a complete and timely transition from the Provider to the Board, or to any replacement service providers designated by the Board (collectively "New Provider"), without material impact on the Services or any other services provided by third parties. The Provider shall provide the Board and the New Provider with all information regarding the Services that is needed for the transition. Provider shall provide for the prompt and orderly conclusion of all work, as the Board may direct, including completion or partial completion of projects, documentation of work in process, and other measures to assure an orderly transition. Provider shall provide any additional transition services as the Board requests in writing for a period of up to one year after termination or expiration of this Agreement, on a time and materials basis, at a rate to be mutually agreed upon by the Board and the Provider.

7. **License, Implementation, Hosting, and Support:** To the extent that the use of or access to any software is necessary for or a part of the Services received by the Board, regardless of whether the software is provided directly by Provider or Provider's subcontractor, JobDiva, and regardless of the means of delivery including direct distribution, downloadable media, or through access to a website (collectively "Software"), Provider shall assure that the following will apply to such Software:

This Agreement will be posted on the CPS internal website

7.1 Use Rights: Provider shall provide the Board the right to use the Software as provided in the Scope of Services. The Board shall not sell, lease, license or otherwise transfer, use or dispose of the Software outside of the CPS except as expressly provided herein. The Board shall not copy or knowingly permit the copying by any third party of the Software (other than for a reasonable number of back-up copies) or distribute, market, sell, rent, lease, license, transfer, sublicense or assign to any third party any portion of the Software except as permitted under this Agreement. The Board shall not make any alterations, additions or modifications, create derivative works, decompile, disassemble or reverse engineer the Software without the prior written consent of Provider.

7.2 Permissible Board Actions: Nothing in this Section shall prevent the Board, its employees and representatives from sharing reports and data generated from Provider's Services with other vendors of the Board.

7.3 Implementation of the Software: If applicable, Provider shall provide installation, configuration, and implementation Services for the Software so that it is accessible through the Board's computer workstations.

7.4 Licensed Users: Provider shall provide a username and password for each licensed user of the Software, if applicable. "Users" or "Board Users" means those Board employees, CPS Staff, schools, subcontractors and administrators licensed to access the Software.

7.5 Software Maintenance: During the Term of this Agreement, Provider shall be solely responsible for maintenance of the Software and its accessibility to the Board as provided in the Scope of Services.

7.6 Controlling Agreement: As to the Board, the Board and Board Users shall not be bound by the terms and conditions contained in any clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement or any other agreement or license contained or referenced in the Software or any quote provided by Provider or JobDiva. Provider acknowledges and agrees that as between Provider and the Board any and all clickwrap agreement, clickwrap license, clickthrough agreement, clickthrough license, end user license agreement ("Third Party Software Agreements") shall not be binding on the Board or any Board User and Provider shall either obtain written confirmation of the same from JobDiva or shall indemnify the Board and hold the Board harmless for any claims of JobDiva enforcing or attempting to enforce any such third Party Software Agreements to the extent that any such Third Party Agreements increase the Board's obligations in respect of the Software or the use thereof. Even if a Board User agrees to any agreement or license contained or referenced in the Software or a quote from the Provider, Provider acknowledges and agrees that those terms and conditions null and void and are not binding on the Board, as between the Board and the Provider. Rather, Provider acknowledges and agrees that the terms and conditions of this Agreement represent the entire agreement of the parties for the Services. No additional terms or conditions shall apply to the Board unless a written amendment to this Agreement is made and signed by both parties and the Board's General Counsel. The parties acknowledge and agree that it is the intent of the Board that any information inputted into JobDiva by the Board shall be deemed Confidential Information under this Agreement and shall remain the property of the Board.

This Agreement will be posted on the CPS internal website

7.8 Hosting of the Software and Board Data: Subject to the terms and conditions of this Agreement, Provider or its vendors shall provide the Board with storage space on, and access to the Software through a secure online means set forth by Provider or its vendors and approved by the Board's Chief Information Officer ("CIO"), and related materials, facilities and services, in order to host the Software and the Board Data (as further described in the exhibits) and to otherwise make the Software and the Board's data accessible on demand by the Board's designated users (collectively, the "Hosting Services"), where applicable. The Hosting Services shall be included in the term "Services" as that term is defined and used herein.

7.9 Compatibility and Data Flow: Provider shall ensure that the Hosting Services allows data to flow properly between the Board's computer workstations and the Provider's Software and Services consistent with the Scope of Services. Provider must ensure that any other resources that are provided by Provider to the Board, incorporated by Provider, or approved or recommended by Provider for use by the Board in connection with the Software and Services, be fully compatible with, and must not materially and adversely affect, or be materially and adversely affected by, each other or the other hardware, software, equipment, network components, systems, services, and other resources that are owned or leased by, or licensed to, the Board (collectively, the "Board Resources"). [At all times, Provider must cooperate and work as requested with the other service providers of the Board to coordinate the development and the provision of Services with the services and systems of such other service providers.] Such coordination shall include, as applicable:

- A. Facilitating with such other relevant service providers the timely resolution of all problems that may arise and impact the Software and Services, regardless of the actual or suspected root-cause of such problems, and using all commercially reasonable efforts to obtain and maintain the active participation, cooperation, and involvement of such other service providers as is required for such problem resolution;
- B. Providing information concerning the Software, Services, data, computing environment, and technology direction used in implementing and the Software and Services;
- C. [Working with the Board's other service providers in the implementation and integration of the Software and Services with the Board Resources in the Board's environment and the integration and interfacing of the services of such other service providers with the Software and Services];
- D. Providing reasonable access to and use of the Software and Services; and
- E. Performing other reasonable necessary tasks in connection with the Software and Services in order to accomplish the foregoing activities described in this section.

In the event of any dispute between the parties as to whether a particular service or function falls within the scope of services to be provided by the Board's third-party service providers (or by the Board itself), or within the scope of Software and Services provided by Provider, such particular service or function shall be considered to be a part of the Software and Services hereunder if it is consistent with, and reasonably inferable to be within, the scope of Provider's Services, as set forth in the Scope of Services, and it more reasonably would be associated with the scope of Provider's Services than with the scope of the services to be provided by such other service providers.

This Agreement will be posted on the CPS internal website

Provider shall have no obligation under this section to ensure that the Board maintains an active internet connection. Any unavailability of the Software or Services due to the Board's lack of an internet connection, unless such lack of an internet connection is caused by Provider or Provider's Software or Services, shall be the sole responsibility of the Board.

8. **Non-Appropriation:** Expenditures not appropriated by the Board in its current fiscal year budget are deemed to be contingent liabilities only and are subject to appropriation in subsequent fiscal year budgets. In the event no funds or insufficient funds are appropriated and budgeted in any subsequent fiscal period by the Board for performance under this Agreement, the Board shall notify the Provider and this Agreement shall terminate on the earlier of the last day of the fiscal period for which sufficient appropriation was made or whenever the funds appropriated for payment under this Agreement are exhausted. Payments for Services completed to the date of notification shall be made to the Provider except that no payment shall be made or due to the Provider under this Agreement beyond those amounts appropriated and budgeted by the Board to fund payments under this Agreement.
9. **Suspension of Service:** The Board may, upon thirty (30) calendar days' written notice, direct Provider to suspend Services upon written notice from the Board and upon such equitable extension of time as may be mutually agreed upon in writing by the Board and Provider. Responsibility for any additional costs or expenses actually incurred by Provider during the suspension and as a result of remobilization shall be determined by mutual agreement of the parties.
10. **Termination:** The Board may terminate this Agreement in whole or in part at any time for any reason by giving thirty (30) days' written notice to the Provider in accordance with the provisions of the Notice Section.

After notice is received, the Provider must restrict its activities and those of its subcontractors to winding down any reports, analyses, or other activities previously begun. No costs incurred after the effective date of the termination are allowed. Payment for any Services actually and satisfactorily performed before the effective date of the termination is on the same basis as set forth in the Compensation and Payment Section and the Schedule of Pricing.

The Provider must include in its contracts with subcontractors an early termination provision in form and substance equivalent to this early termination provision to prevent claims against the Board arising from termination of subcontracts after the early termination of the Agreement. The Provider shall not be entitled to make any early termination claims against the Board resulting from any subcontractor's claims against Provider or the Board to the extent inconsistent with this provision.

11. **Events of Default and Remedies:**

11.1 The following shall be Events of default under this Agreement ("Events of Default"):

- A. Any material misrepresentation by Provider in the inducement or the performance of the Agreement.
- B. Breach of any term, condition, representation, or warranty made by the Provider in the Agreement.

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- C. Failure of the Provider to perform any of its obligations under this Agreement including without limitation the following:
  - i. Action or failure to act that negatively affects the safety or welfare of students or Board Staff;
  - ii. Failure to perform the Services with sufficient personnel or material to ensure the timely performance of Services;
  - iii. Failure to timely perform Services;
  - iv. Failure to perform the Services in a manner reasonably satisfactory to the Chief Procurement Officer of the Board;
  - v. Failure to promptly re-perform Services that were rejected by the Board as incomplete or unsatisfactory within a reasonable time and at no cost to the Board;
  - vi. Discontinuance of the Services for reasons within the Provider's reasonable control; and
  - vii. Failure to comply with any term of this Agreement, including but not limited to, the provisions concerning insurance and nondiscrimination and any other acts specifically stated in this Agreement constituting an Event of Default.
  
- D. Default by the Provider under any other agreement the Provider may have or may enter into with the Board.
  
- E. Assignment by the Provider for the benefit of creditors or consent by the Provider to the appointment of a trustee or receiver or the filing by or against the Provider of any petition or proceeding under any bankruptcy, insolvency or similar law.

11.2 Remedies: The Board in its sole discretion may declare the Provider in default if the Provider commits an Event of Default. The Chief Procurement Officer may in her or his sole discretion give the Provider an opportunity to cure the default within a certain period of time (the "Cure Period").

The Chief Procurement Officer shall give the Provider written notice of the default either in the form of a cure notice ("Cure Notice") or, if no opportunity to cure is granted a default notice ("Default Notice"). A written default notice shall be final and effective termination of the Agreement upon Provider's receipt of such notice or on the date set forth in the notice, whichever is later. The Chief Procurement Officer may give a Default Notice if (1) the Provider fails to effect a cure within the Cure Period given in the applicable Cure Notice, or (2) if the Event of Default cannot be reasonably cured within said Cure Period, Provider fails to commence and continue diligent efforts to cure in the sole opinion of the Board. If the Chief Procurement Officer decides not to terminate, then she or he may decide at any time thereafter to terminate this Agreement in a subsequent Default Notice. The Provider must discontinue all Services unless otherwise specifically directed otherwise in the Default Notice, and the Provider must deliver to the Board all materials prepared or created in the performance of this

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Agreement, whether completed or in-process. Upon the giving of such notice as provided in this Agreement, the Board may invoke any or all of the following remedies:

- A. Take over and complete the Services or any part thereof, either directly or through others, as agent for and at the cost of the Provider. In such event, the Provider shall be liable to the Board for any excess costs incurred by the Board. Any amount due to the Provider under this Agreement or any other agreement the Provider may have with the Board may be offset against amounts claimed due by the Board in exercising this remedy.
- B. Terminate this Agreement, in whole or in part, as to any or all of the Services yet to be performed, effective at a time specified by the Board.
- C. Seek specific performance, an injunction, or any other appropriate equitable remedy.
- D. Deduct from any money owing to the Provider any and all damages incurred as a result or in consequence of an Event of Default.
- E. Seek money damages.
- F. Withhold all or part of the Provider's compensation under this Agreement that are due or future payments that may become due under this Agreement.
- G. Deem the Provider non-responsible in future contracts to be awarded by the Board, pursuant to the Board's Debarment Policy (08-1217-PO1), as may be amended.

The Board may elect not to declare the Provider in default or may elect not to terminate this Agreement. If the Board permits the Provider to continue to provide Services despite one or more Events of Default, the Provider is not relieved of any responsibilities, duties or obligations under this Agreement or of consequences of the Events of Default, and the Board will not be deemed to have waived or relinquished any of the rights it has to declare an Event of Default in the future.

The remedies under the terms of this Agreement are not intended to be exclusive of any other remedies provided, but each remedy is in addition to any other remedies, existing now or hereafter at law, in equity, or by statute. No Board delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall be construed as a waiver of any Event of Default or acquiescence thereto, and each right and power of the Board may be exercised from time to time and as often as may be deemed by the Board to be expedient.

If the Board's election to terminate this Agreement for default is determined by a court of competent jurisdiction to have been wrongful, then the termination is deemed to be an early termination as described in the Termination Section.

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**11.3 Effect of Expiration/Termination** - In addition to its obligation to return Health Information as specified in Exhibit F (HIPPA Obligations), which is attached hereto and incorporated herein, upon the expiration or termination of this Agreement, as directed by the Chief Officer of ODLSS, of his/her designee, Provider shall promptly return or make available to the Board in a format mutually agreed any and shall have its Staff promptly return or make available to the Board in a format mutually agreed any and all Confidential Information belonging to the Board and any and all CPS equipment and materials that the Board may have loaned to Provider or to its Staff hereunder, provided that notwithstanding anything contained to the contrary in this Agreement, Provider may retain an archival copy of Confidential Information and may use the same (but only the applicable portion thereof) as necessary to defend itself in any litigation commenced by any person or entity against it. All such CPS equipment and materials must be returned in good condition, absent normal wear and tear, as determined by ODLSS. It is understood and agreed that Provider shall be liable for any CPS equipment, materials and, except as provided above, Confidential Information not returned by its Staff in accordance with the provisions of this paragraph.

**12. Assignment:** This Agreement is binding on the parties and their successors and assigns. Neither party may assign this Agreement or any obligations imposed hereunder without the prior written consent of the other party.

**13. Confidential Information; Turnover of Documents; Survival:**

**13.1 Confidential Information:** In the performance of the Agreement, Provider may have access to or receive certain information that is not generally known to others ("Confidential Information" or "CPS Data"). Such Confidential Information may include, but is not limited to Staff Data, Student Data, and School Level Data (each as defined in Section 13.2 below), including, but not limited to: name, address, student identification number, social security number, phone number, email address, gender, date of birth, ethnicity, race, foster care status, disabilities, school, grade, grade point average, standardized test scores, Illinois Standards Achievement Test ("ISAT") scores, assessment data, after school activities, highest grade completed, discipline history, criminal history, free or reduced lunch qualifications, housing status, income, household income or payroll information, college enrollment records, Free Application for Federal Student Aid ("FAFSA") information; and unpublished school information, CPS financial information, and CPS business plans. It is understood and agreed that Confidential Information also includes proprietary or confidential information of third parties provided by the Board to Provider.

**13.2 CPS Data:** Such information may include (i) "Student Data" comprised of (a) personally identifiable student level data, (b) de-identified student level data, or (c) aggregate level student data; (ii) "Staff Data" comprised of (a) personally-identifiable employee level data, (b) de-identified employee level data, or (c) aggregated employee level data; and (iii) "School Level Data" comprised of information or data not generally known to the public which identifies or could reasonably be used to identify a particular CPS school and which is not Student Data or Staff Data. For purposes of this Agreement, any reference to Confidential Information shall be inclusive of Student Data, Staff Data, and School Level Data.

**13.3 Use of Confidential Information:** Provider shall:

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- A. Only use Confidential Information for the sole purpose of providing the Services to the Board hereunder, and shall not disclose the Confidential Information except to those of its officers, agents, employees, and subcontractors (including Software providers) who have a need to access the Confidential Information.
  - B. Notwithstanding the foregoing, it is understood and agreed that such protection of Confidential Information shall be subject to the special requirements of FERPA, HIPAA and ISSRA as described in the Compliance with Laws Section.
  - C. Any subcontractors engaged by Provider in providing Services to the Board shall be required to assume obligations of secrecy equal to or greater than the obligations that Provider has assumed in this Agreement with respect to the Confidential Information.
  - D. Not copy or reproduce in any manner whatsoever the Confidential Information of the Board without the prior written consent of the Board, except where required for its own internal use in accordance with this Agreement.
- 13.4 Transmitting and Storing Confidential Information: Provider shall:
- A. When mailing physical copies of Confidential Information, send the Confidential Information in a tamper-proof, labeled container, with a tracking number and a delivery confirmation receipt;
  - B. Only electronically transmit or mail Confidential Information on electronic media, such as CDs, DVDs, electronic tape, flash drives, etc., if the Confidential Information is encrypted. Encryption must utilize the Advanced Encryption Standard ("AES") algorithm with a key of 256 bits or greater ("Encrypt"). The Confidential Information shall only be mailed in accordance with the provisions of Section 13.4(A) above;
  - C. Not send, via mail or electronically, any password or other information sufficient to allow decryption of Confidential Information with the Encrypted Confidential Information;
  - D. Encrypt any and all Confidential Information stored on portable or removable electronic media, such as CDs, DVDs, tape, flash drives, etc. Provider shall not leave Confidential Information in any electronic format unsecured and unattended at any time;
  - E. Keep all physical copies (paper, portable or removable electronic media, or other physical representations) of Confidential Information under lock and key, or otherwise have sufficient physical access control measures to prevent unauthorized access. Provider shall not leave Confidential Information unsecured and unattended at any time;
  - F. Provider shall password protect any laptop or workstation that contains Confidential Information. Additionally, any laptop or workstation that contains Confidential Information shall have its full hard drive Encrypted. Provider shall not leave any laptop or workstation unattended without enabling a screen-lock or otherwise blocking access to the laptop or workstation. Provider shall ensure that no password or



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other information sufficient to access a laptop or workstation containing Confidential Information is attached to or located near the laptop or workstation at any time.

G. Provider shall ensure the security of the Confidential Information stored on the server by employing adequate security measures to prevent unauthorized access to that information. These measures include policies, procedures, and technical elements relating to data access controls. In addition, Provider shall use standard security protocols and mechanisms to protect the exchange and transmission of Confidential Information.

13.5. U.S.-Based Servers: Confidential Information shall be stored, backed up and served only on servers based in the continental United States that are hosted by data centers that have been approved by the Board's ITS Program Manager or his/her designee in advance.

13.6 Dissemination of Information: Provider shall not disseminate any Confidential Information to a third party, other than ( JobDiva, without the prior written consent of the Board. Provider shall not issue publicity news releases or grant press interviews during or after the performance or delivery of the Services and/or materials, except as may be required by law or with the prior written consent of the Board. If Provider is presented with a request for documents by any administrative agency or with a *subpoena duces tecum* regarding any Confidential Information which may be in Provider's possession as a result of Services and/or materials provided under the Agreement, unless prohibited by applicable law, Provider shall immediately give notice to the Board and its General Counsel with the understanding that the Board shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Provider shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended.

13.7 Return or Destruction of Confidential Information: Provider shall, at the Board's option, destroy or return all Confidential Information provided by the Board to the Board within five (5) business days of demand, or if no demand is made, it shall destroy or return all Confidential Information to the Board within five (5) days of the expiration or termination of this Agreement unless Provider receives permission in writing from the Board's Chief Accountability Officer or her designee that Provider may retain certain Confidential Information for a specific period of time. In the event the Board elects to have Provider destroy the Confidential Information, Provider shall provide an affidavit attesting to such destruction.

13.8 Unauthorized Access. If Provider has knowledge of any unauthorized access and/or use of shared Confidential Information, it shall: (i) notify the Board immediately, which in no event shall be longer than twenty four (24) hours from the Provider receiving notice of the unauthorized access and use; (ii) take prompt and appropriate action to prevent further unauthorized access or use; (iii) cooperate with the Board and any government authorities with respect to the investigation and mitigation of any such unauthorized access and use, including the discharge of the Board's duties under the law; and (iv) take such other actions as the Board may reasonably direct to remedy such unauthorized access and use, including, if required under any federal or state law, providing notification to the affected persons. Provider shall bear the

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losses and expenses (including attorneys' fees) associated with a breach of Confidential Information including, without limitation, any costs: (1) of providing notices of a data breach to affected persons, and to regulatory bodies; and (2) of reasonably remedying and otherwise mitigating any potential damage or harm of the data breach, including, without limitation, establishing call centers and providing credit monitoring or credit restoration services, as requested by the Board. The Provider shall include the Unauthorized Access provision in any and all agreements they execute with subcontractors under this Agreement.

13.9 Board Intellectual Property. Provider shall not use any intellectual property belonging to the Board, including but not limited to the CPS logo or the logos of any schools, during or after the performance or the delivery of Services, nor may Provider photograph or film within any CPS school or facility without the express written consent of an authorized representative of the Board.

13.10 Staff and Subcontractors: Provider agrees to cause its Staff to undertake the same obligations as agreed to herein in this Section 13 by Provider.

13.11 Injunctive Relief: In the event of a breach or threatened breach of this Section, Provider acknowledges and agrees that the Board would suffer irreparable injury not compensable by money damages and would not have an adequate remedy at law. Accordingly, Provider agrees that the Board shall be entitled to immediate injunctive relief to prevent or curtail any such breach, threatened or actual. The foregoing shall be in addition and without prejudice to such rights that the Board may have in equity, by law or statute.

13.12 HIPAA Obligations. Provider shall comply with the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR"). Attached hereto and incorporated herein by reference as Exhibit F is a detailed description of Provider's HIPAA Obligations. It is understood and agreed that HIPAA shall supersede the other provisions of this Agreement.

13.13 Survival: It is understood and agreed that Provider's non-compliance with this Section 13 will constitute a material breach of the Agreement. The provisions of this Section shall survive the termination or expiration of this Agreement.

**14. Information Security Policy and Acceptable Use of CPS Network Policy:**

If at any time, Provider has access to the Board's computer network, Provider warrants that it is and shall remain in compliance with the Board's Information Security Policy, adopted September 25, 2013 (13-0925-PO3), as amended from time to time, and the Board's Acceptable Use of the CPS Network and Computer Resources Policy, adopted July 22, 2009 (09-0722-PO3), as may be amended from time to time.

15. **Data Entry and Reporting:** Provider agrees to provide to the Board such information regarding its Services as the Board may require from time to time. Provider shall have limited access to, and shall be required to use with respect to reporting Services-related data, the software system designated

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by the Board for that purpose (the “**Designated Data Reporting System**”). Provider must limit use of the Designated Data Reporting System strictly to its employees who receive CPS certification for use of that system. If directed by the Board, Provider must designate by name one or more members of its Staff to attend required CPS training regarding the Designated Data Reporting System. The Board may set a schedule by which the Provider’s data entry must be entered. Provider’s data submittals must be accurate and complete, and time is of the essence for all submittals. Provider’s failure to provide submittals that are accurate, complete, and timely shall constitute an Event of Default and, in addition to all remedies otherwise available to the Board under this Agreement, the Board shall be entitled to withhold any payments that may be due hereunder until the Provider cures every Event of Default, including without limitation correction of incorrect data and submission of missing data.

Provider will be entitled to access its own data in the Board’s system, as provided by the Board’s general standards for use by third-party Providers of the Board’s system, but solely for the purposes of providing the Services hereunder.

## 16. **Intellectual Property**

16.1 **Intellectual Property Defined.** Intellectual Property shall mean all trademarks, trade dress, copyrights and other intellectual property rights in the materials used in the performance of Services under this Agreement.

16.2 **Board’s Intellectual Property.** Provider agrees that all Confidential Information, as well as any intellectual property arising therefrom, shall at all times be and remain the property of the Board. The Board’s intellectual property shall include specifically any documents and materials produced from cooperation between the Board and Provider (subject to the provisions of Section 16.3). Provider shall execute all documents and perform all acts that the Board may request in order to assist the Board in perfecting or protecting its rights in and to intellectual property rights as defined in this Section. Any documents or materials created by the Board in connection with the Services (“Board Materials”), whether such Board Materials were adapted or reproduced from Provider’s materials, or such Board Materials were originally prepared by the Board, shall be and remain the property of the Board. Board Materials shall exclude any and all (i) third party intellectual property, and (ii) pre-existing Provider intellectual property that is delivered to the Board as part of the Services to be provided by Provider hereunder or are imbedded in any Board Material. Upon written agreement between the parties, Provider may be licensed to use the Board’s intellectual property for specifically defined uses and terms.

16.3 **Provider’s Intellectual Property.** All intellectual property possessed by Provider prior to, created in, or concurrently with the performance of Services under this Agreement shall be and remain at all times “Provider’s intellectual property”, provided that none of the Board’s Confidential Information is used or disclosed in the Provider’s intellectual property. Provider grants to the Board a perpetual (excluding Software), royalty-free, non-transferable license to use Provider’s intellectual property for non-commercial, educational purposes.

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16.4 Third Party Intellectual Property. Provider represents and warrants to the Board that Provider, in connection with providing the Services, will not infringe on any presently existing United States patent, copyright, trademark, service mark, trade secret and/or other proprietary right of any person. Provider further represents and warrants to the Board that it will not infringe upon any trade secrets or confidential or proprietary information owned by any third party in performing the Services.

16.5 Survival. The obligations set forth in this Section shall survive the termination or expiration of this Agreement.

17. Representations and Warranties of Provider: Provider represents and warrants that the following are true and correct as of the effective date of this Agreement and shall continue to be true and correct during the Term of this Agreement. The representations and warranties below referring to Software apply in the event and to the extent that the use of or access to any Software is necessary for or a part of the Services received by the Board.

17.1 Licensed Professionals: Provider, and its Staff, is appropriately licensed under Illinois law to perform Services required under this Agreement and shall perform no Services for which a professional license is required by law and for which Provider, its employees, agents, or subcontractors, as applicable, are not appropriately licensed.

17.2 Compliance with Laws: Provider is and shall remain in compliance with all applicable federal, state, county, and municipal statutes, laws, ordinances, and regulations relating to this Agreement and the performance of Services in effect now or later and as amended from time to time, including but not limited to the Prevailing Wage Act, 820 ILCS 130/1 *et seq.*; the Drug-Free Workplace Act; the Illinois School Student Records Act ("ISSRA"); the Family Educational Rights and Privacy Act ("FERPA"); the Protection of Pupil Rights Amendment; the Health Insurance Portability and Accountability Act of 1996, as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations ("HIPAA"), and any others relating to non-discrimination. Further, Provider is and shall remain in compliance with all Board policies and rules, including but not limited to those requiring TB testing. Board policies and rules are available at [www.cps.edu](http://www.cps.edu).

17.3 Good Standing: Provider is not in default and has not been deemed by the Board to be in default under any other Agreement with the Board during the five-year period immediately preceding the effective date of this Agreement.

17.4 Authorization: If Provider is an entity other than a sole proprietorship, Provider represents that it has taken all action necessary for the approval and execution of this Agreement, and execution by the person signing on behalf of the Provider is duly authorized by the Provider and has been made with complete and full authority to commit the Provider to all terms and conditions of this Agreement which shall constitute valid, binding obligations on the Provider.

17.5 Financially Solvent: Provider warrants that it is financially solvent, is able to pay all debts as they mature and is possessed of sufficient working capital to complete all Services and perform all obligations under this Agreement.

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17.6 Gratuities: No payment, gratuity, or offer of employment was made by or to the Provider in relation to this Agreement or as an inducement for award of this Agreement.

17.7 Contractor's Disclosure Form: The disclosures in the Contractor's Disclosure Form previously submitted by the Provider are true and correct. The Provider shall promptly notify Board in writing of any material change in information set forth therein, including but not limited to change in ownership or control and any such change shall be subject to Board approval which shall not be unreasonably withheld.

17.8 Research Activities and Data Requests: Provider acknowledges and agrees that it is not authorized to conduct any research activities in the Chicago Public Schools or use CPS data for research purposes. Provider acknowledges and agrees that in the event Provider seeks to conduct research activities in the Chicago Public Schools or use CPS student data for purposes not specified in this Agreement, then Provider shall comply with the Board's Research Study and Data Policy, adopted on July 28, 2010, (10-0728-PO1), as amended from time to time. Provider acknowledges and agrees that it may not begin any research activities or obtain data for research purposes without the prior written consent of the Chief Accountability Officer or his/her designee.

17.9 Prohibited Acts: Within the three (3) years prior to the Effective Date of this Agreement, Provider or any of its members if a joint venture or a limited liability company, or any of its or their respective officers, directors, managers, other officials, agents or employees (1) have not been convicted of bribery or attempting to bribe a public officer or employee of any public entity, and (2) have not been convicted of agreeing or colluding among contractors or prospective contractors in restraint of trade, including bid-rigging or bid-rotating, as those terms are defined under the Illinois Criminal Code.

17.10 Certification of Eligibility. Provider certifies that it is not barred from contracting with any unit of State or local government as a result of violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) [720 ILCS 5/33E]. Provider further certifies that it, and each of its joint venture members if a joint venture, is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency and that in performing the Services for the Board it shall not utilize any firms that have been debarred from doing business with the Board under the Board's Debarment Policy (08-1217-PO1), as may be amended from time to time.

17.11 Intellectual Property. That in performing and delivering the Services, Provider will not violate or infringe upon any patent, copyright, trademark, trade secret or other proprietary or intellectual property right of any third party, and will not improperly use any third party's confidential information; and shall have, without encumbrance, all ownership, licensing, marketing and other rights required to furnish all materials and products that it furnishes to the Board under the Agreement and can grant or assign all rights granted or assigned to the Board pursuant to the Agreement.

17.12 Compliance with Grant. In providing Services under this Agreement, Provider acknowledges and understands that funding for the Services may be derived from a grant. As a

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part of the Services rendered under this Agreement, Provider shall assist CPS as needed to comply with the grantor's requirements and regulations, as may be amended.

17.13 Assignment of Warranties. Provider has the right, title, and ability to assign and shall assign to the Board any third-party warranties concerning the Services provided under this Agreement.

17.14 Documentation Warranty. All Documentation provided to the Board from Provider concerning the Software and Services shall be kept current with the upgrades of the Software and Services.

17.15 Ownership. Provider is the owner of the Services and Software or otherwise has the right to grant to the Board the right to use the Software consistent with this Agreement without violating any rights of any third party, and there is currently no actual or to Provider's knowledge threatened suit by any such third party based on an alleged violation of such right by Provider.

17.16 Not Alter Program. Provider shall not, directly or through a third party, knowingly remove, alter, change or interface with the Software or any other program for the purpose or

17.17 Warranty of Title: The Services are free and clear from all liens, contracts, chattel mortgages or other encumbrances; that Provider has the lawful right to dispose of and sell the Services and that Provider shall warrant and defend its title against all claims.

All warranties shall survive the expiration or termination of this Agreement. Nothing in the foregoing warranties will be construed to limit any other rights or remedies available to the Board under the law and the Agreement.

EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS AGREEMENT, PROVIDER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

18. Indemnification: Provider agrees to defend, indemnify and hold harmless the Board, its members, employees, agents, officers and officials from and against liabilities, losses, penalties, damages, and expenses, including reasonable costs and attorney fees, arising out of all claims, liens, damages, obligations, actions, suits, judgments or settlements, or causes of action of every kind, nature, and character to the extent arising or alleged to arise out of the negligence or willful misconduct acts or omissions of the Provider, its officials, agents, and Staff in the performance of this Agreement. This includes but is not limited to the unauthorized use of any trade secrets, U.S. patent or copyright infringement. In the event that the Board is determined to be liable for taxes under Section 4980H of the Internal Revenue Code as a result of its use of Provider's employees under this Agreement, Provider shall indemnify the Board for any such liability.

The Provider shall at its own cost and expense appear, defend, and pay all reasonable attorney fees and other costs and expenses arising in connection with its indemnifications obligations under this Section 18. In addition, if any judgment shall be rendered against the Board in any such action, the Provider shall at its own expense satisfy and discharge such obligation of the Board. The Board retains final

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approval of any and all settlements or legal strategies which involve the interest of the Board, which approval shall not be unreasonably withheld, conditioned or delayed. .

However, if the Provider after receiving notice of any such proceeding, fails to promptly begin defense of such claim or action, then the Board may (without further notice to the Provider) retain counsel and undertake the defense, compromise, or settlement of such claim or action at the expense of the Provider, subject to the right of the Provider to assume the defense of such claim or action at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the Board in these circumstances shall be borne by the Provider and the Provider shall be bound by and shall pay the amount of any settlement, compromise, final determination, or judgment reached while the Board was represented by counsel retained by the Board pursuant to this paragraph, or while the Provider was conducting the defense.

To the extent permissible by law, the Provider waives any limits to the amount of its obligations to defend, indemnify, hold harmless, or contribute to any sums due under any losses, including any claim by any employee of the Provider that may be subject to the Workers Compensation Act, 820 ILCS 305/1 *et seq.* or any other related law or judicial decision (such as *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155 (1991)). The Board, however, does not waive any limitations it may have on its liability under the Illinois Workers Compensation Act, the Illinois Pension Code, or any other statute or judicial decision.

The indemnities set forth herein shall survive the expiration or termination of this Agreement.

19. **Non-Liability of Board Officials:** The Provider agrees that no Board member, employee, agent, officer, or official shall be personally charged by the Provider, its members if a joint venture, or any subcontractors with any liability or expense under this Agreement or be held personally liable under this Agreement to the Provider or any subcontractors.

20. **Board Not Subject to Taxes:** The federal excise tax does not apply to the Board by virtue of Exemption Certificate No. 36-600584, and the State of Illinois sales tax does not apply to the Board by virtue of Exemption No. E9997-7109-06. The compensation set in the Schedule of Pricing is inclusive of all other taxes that may be levied or based on this Agreement, including without limitation sales, use, nonresident, value-added, excise, and similar taxes levied or imposed on the Services to be provided under this Agreement, but excluding taxes levied or imposed on the income or business privileges of the Provider. The Provider shall be responsible for any taxes levied or imposed upon the income or business privileges of the Provider.

21. **Insurance:** The Provider, at its own expense, shall procure and maintain insurance for all operations under this Agreement, whether performed by the Provider or by subcontractors. All insurers shall be licensed by the State of Illinois and rated A-VII or better by A.M. Best or a comparable rating service. The Provider shall submit to the Board satisfactory evidence of insurance coverage prior to commencement of Services. Minimum insurance requirements are:

21.1 **Workers' Compensation and Employers' Liability Insurance:** Workers' Compensation Insurance affording workers' compensation benefits for all employees as required by law and Employers' Liability Insurance covering all employees who are to provide Services under this Agreement with limits of not less than \$500,000 per occurrence. The workers' compensation policy must contain a waiver of subrogation clause.

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21.2 Commercial General Liability Insurance: Commercial General Liability Insurance or equivalent with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage liability. Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations, and defense. Provider agrees to continue insurance meeting these requirements for a minimum of two years following termination or expiration of this Agreement, including any renewals.

21.3 Automobile Liability Insurance: Automobile Liability Insurance when any motor vehicle (whether owned, non-owned or hired) is used in connection with Services to be performed, with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage.

21.4 Umbrella/Excess Liability Insurance: Umbrella or Excess Liability Insurance with limits of not less than \$2,000,000 per occurrence, which will provide additional limits for employers', general and automobile liability insurance and shall cover the Board and its employees subject to that of the primary coverage.

21.5 Cyber Liability And Privacy & Security Coverage: Cyber Liability and Privacy & Security Coverage for damages arising from a failure of computer security, or wrongful release of private information, including expenses for notification as required by local, state or federal guidelines, with limits of liability not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim and Two Million and 00/100 Dollars (\$2,000,000.00) in the aggregate. Coverage shall include failure to prevent transmission of malicious code. The Policy will be a claims-made program with any prior acts exclusion predating both the date of this Agreement and any earlier commencement of Services. Such coverage shall either be maintained continuously for a period of 2 years after expiration or termination of this Agreement or secure a 2-year extended reporting provision.

21.6 Professional Liability/Errors and Omissions: Provider shall maintain such coverage with limits of not less than Two Million and 00/100 Dollars (\$2,000,000.00) per claim for errors and omissions in conjunction with professional services. Provider's policy must include and may not exclude coverage for sexual abuse and/or molestation. The policy shall have a retroactive date effective with the commencement of professional services and have an extended reporting period of not less than two (2) years following completion of such professional service. Subcontractors performing work for technical services for Provider must maintain limits of not less than One Million and 00/100 Dollars (\$1,000,000.00) per occurrence with the same terms herein.

21.7 Additional Insured: The Provider shall have its General and Umbrella Liability Insurance policies endorsed to provide: "The Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by the Board are named as additional insured on a primary basis without recourse or right of contribution from the Board."

The insurance company, or its representative, shall submit an insurance certificate evidencing all coverage as required hereunder and indicating the Additional Insured status as required above. The Board will not pay the Provider for any Services if satisfactory proof of insurance is not provided by Provider prior to the performance of any Services. The Certificate must provide 30 days prior written notice of material change, cancellation, or non-renewal be given to:



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Risk Management  
Board of Education of City of Chicago  
42 West Madison, 2<sup>nd</sup> floor  
Chicago, Illinois 60602

Any failure of the Board to demand or receive proof of insurance coverage shall not constitute a waiver of the Provider's obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by the Board that the insurance requirements in this Agreement have been fully met or that the insurance policies indicated on the certificate are in compliance with the Agreement requirements. The Provider's failure to carry or document required insurance shall constitute an Event of Default. In the event Provider fails to fulfill the insurance requirements of this Agreement, the Board reserves the right to stop the Services until proper evidence of insurance is provided, or this Agreement may be terminated.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by the Provider. Any insurance or self-insurance programs maintained by the Board do not contribute with insurance provided by Provider under this Agreement.

All subcontractors are subject to the same insurance requirements of the Provider. The Provider shall require any subcontractors under this Agreement to maintain applicable, comparable insurance naming the Provider and the Board inclusive of its members, employees, and agents, and any other entity designated by the Board as Additional Insureds. The Provider must maintain a file of subcontractor's insurance certificates evidencing compliance with these requirements.

The coverages and limits furnished by the Provider in no way limit the Provider's liabilities and responsibilities specified within this Agreement or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Agreement, if any, or any limitation that might be placed on the indemnity in this Agreement given as a matter of law.

The Provider agrees that insurers waive their rights of subrogation against the Board.

Provider must register with the insurance certificate monitoring company designated by the Board stated below, and must maintain a current insurance certificate on file during the entire time of providing services to the Board. Provider must register and pay the initial annual monitoring fee to the insurance certificate monitoring company prior to performing services for the Board. The initial annual monitoring fee is currently Twelve 00/100 Dollars (\$12.00) per year, but is subject to change.

Each year, Provider will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) that they must submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company identified below. Questions on submissions and payment options should be directed to the certificate monitoring company.

**Certificate Monitoring Company:**  
Topiary Communications, Inc.  
676 N. LaSalle – Suite 230  
Chicago, Illinois 60654

This Agreement will be posted on the CPS internal website

Phone – (312) 494-5709

Email – [dans@topiarycomm.net](mailto:dans@topiarycomm.net)

**Website for online registration, insurance certificate submissions and annual fee payments:** URL – <http://www.cpsvendorcert.com>

22. **Audit and Records Retention:** Provider shall permit and cooperate in good faith in any audits by the Board, including its Department of Procurement and Contracts, or its agents for compliance by the Provider with this Agreement. Provider shall furnish the Board with such information, supporting documentation and reports as may be requested relative to the progress, execution and costs of the Services and compliance with applicable MBE/WBE requirements. Failure of the Provider to comply in full and cooperate with the requests of the Board or its agents shall give the Board, in addition to all other rights and remedies hereunder, the right to charge the Provider for the cost of such audit.

Provider shall retain all records relating to Provider's Services under this Agreement for five (5) years after the termination or expiration of this Agreement and such records shall be subject to inspection and audit by the Board. If any audit, litigation or other action involving the records is being conducted or has not been resolved, all applicable records must be retained until the proceeding is closed. As used in this clause "records" includes correspondence (including emails), receipts, vouchers, memoranda and other data, regardless of type and regardless of whether such items are in written form, electronic, digital, or in any other form. Provider shall require all of its subcontractors to maintain the above-described records and allow the Board the same right to inspect and audit said records as set forth herein.

23. **M/WBE Program:** The Provider acknowledges that it is familiar with the requirements of the Board's Remedial Program for Minority and Women Owned Business Enterprise Participation in Goods and Services Contracts and agrees to comply with the provisions of such program. Provider agrees to adhere to the minimum participation goals and to all other applicable MBE/WBE requirements as set forth in the program. Provider agrees to submit such documentation in connection with the program as may be requested by the Board.

24. **Notices:** All notices required under this Agreement shall be in writing and sent to the addresses and persons set forth below, or to such other addresses as may be designated by a Party in writing. Any notice involving non-performance or termination shall be sent by hand delivery or recognized overnight courier. All other notices may also be sent by facsimile or email, confirmed by mail. All notices shall be deemed to have been given when received, if hand delivered; when transmitted, if transmitted by facsimile or email; upon confirmation of delivery, if sent by recognized overnight courier; and upon receipt if mailed. Refusal to accept delivery has the same effect as receipt.

If to the Board: Board of Education of City of Chicago  
Office of Diverse Learners Supports and Services  
42 West Madison, 3rd Floor  
Chicago, Illinois 60602

*With a copy to:* Board of Education of City of Chicago  
General Counsel  
One North Dearborn, Suite 900  
Chicago, Illinois 60602

This Agreement will be posted on the CPS internal website

If to Provider: RCM Technologies (USA) Inc., c/o:  
Health Care Services  
575 Eighth Avenue  
6th Floor  
New York, NY 10018

25. **Right of Entry:** The Provider and any of its officers, employees, subcontractors or agents, performing Services hereunder shall be permitted to enter upon Board property in connection with the performance of the Services hereunder, subject to the terms and conditions contained herein and those rules established by the Board and the subject school principal. Consent to enter upon a site given by the Board shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Board. The Provider shall use and shall cause each of its officers, employees, and agents to use the highest degree of care when entering upon any property owned by the Board in connection with the Services. Any and all claims, suits, or judgments, costs, or expenses, including reasonable attorney fees, arising from, by reason of, or in connection with any such entries shall be treated in accordance with the applicable terms and conditions of this Agreement, including without limitation the indemnification provisions of this Agreement.

25.1 **Principal's Right to Direct:** The principal or his/her designee, the Network Chief or his/her designee, or the Department Officer or his/her designee shall have the authority to the maximum extent possible, to direct Provider and its subcontractors when performing Services on the school site.

26. **Authority:** Provider understands and agrees that Provider is not an authorized representative of the Board. All agreements and approvals (written or verbal) must be made by the authorized representative of the Board.
27. **Non-Discrimination:** It shall be an unlawful employment practice for the Provider or any of its subcontractors to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation or other terms, conditions, or privileges of employment because of such individual's race, color, religion, sex, sexual orientation, age, disability, or national origin; or to limit, segregate, or classify employees or applicants for employment in any way that would deprive or tend to deprive any individual from equal employment opportunities or otherwise adversely affect an individual's status as an employee because of such individual's race, color, religion, sex, sexual orientation, age, disability, or national origin. The Provider shall particularly remain in compliance at all times with: the Civil Rights Act of 1964, 42 U.S.C.A. 2000a, *et seq.*; the Age Discrimination in Employment Act, 29 U.S.C.A. 621, *et seq.*; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. 701, *et seq.*; the Americans with Disabilities Act, 42 U.S.C.A. 12101, *et seq.*; the Individuals with Disabilities Education Act, 20 U.S.C.A. 1400, *et seq.*; the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*; the *Illinois School Code*, 105 ILCS 5/1-1; and the Chicago Human Rights Ordinance, ch. 2-160 of the Municipal Code of Chicago, all as amended, as well as all other applicable federal, state, county, and municipal statutes, regulations and other laws. Nothing in this paragraph is intended nor shall be construed to create a private right of action against the Board or any of its employees. Furthermore, no part of this paragraph shall be construed to create contractual or other rights or expectations for the employees of either Provider or its subcontractors.

This Agreement will be posted on the CPS Internal website

28. **Governing Law:** This Agreement shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois. The Provider irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out of or relating to or in any way concerning the execution or performance of this Agreement. Provider agrees that service of process on Provider may be made, at the option of the Board, by either registered or certified mail addressed to the office identified in Notice Section above, by registered or certified mail addressed to the office actually maintained by Provider, or by personal delivery on any officer, director, or managing or general agent of the Provider. If any action is brought by the Provider against the Board concerning this Agreement, the action shall only be brought in those courts located within the County of Cook, State of Illinois.
29. **Continuing Obligation to Perform:** In the event of any dispute between the Provider and the Board, the Provider shall expeditiously and diligently proceed with the performance of all of its obligations under this Agreement with a reservation of all rights and remedies it may have under or pursuant to this Agreement at law or in equity.
30. **Conflict of Interest:** This Agreement is not legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3, which restricts the employment of or in the letting of contracts to former Board members within one year period following expiration or other termination of their office.
31. **Indebtedness:** The Provider agrees to comply with the Board's Indebtedness Policy, adopted June 26, 1996 (96-0626-PO3), as amended from time to time, which policy is hereby incorporated by reference into and made part of this Agreement as if fully set forth herein.
32. **Ethics:** No officer, agent or employee of the Board is or shall be employed by the Provider or has or shall have a financial interest, directly or indirectly, in this Agreement or the compensation to be paid hereunder except as may be permitted in writing by the Board's Code of Ethics, adopted May 25, 2011 (11-0525-PO2), as amended from time to time, which policy is hereby incorporated by reference into and made part of this Agreement as if fully set forth herein.
33. **Inspector General:** Each party acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.
34. **Freedom of Information Act:** Provider acknowledges that this Agreement and all documents submitted to the Board related to this Agreement are a matter of public record and are subject to the Illinois Freedom of Information Act (5 ILCS 140/1) and any other comparable state and federal laws and that this Agreement is subject to reporting requirements under 105 ILCS 5/10-20.44. Provider further acknowledges that this Agreement shall be posted on the Board's website at [www.cps.edu](http://www.cps.edu).
35. **Waiver:** No delay or omission by the Board to exercise any right hereunder shall be construed as a waiver of any such right and the Board reserves the right to exercise any such right from time to time as often and as may be deemed expedient.

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36. **Survival; Severability:** All express warranties, representations and indemnifications made or given in this Agreement shall survive the supply of Services by Provider or the termination of this Agreement for any reason. In the event that any one or more of the provisions contained herein will for any reason be held to be unenforceable or illegal, such provision will be severed; and the entire Agreement will not fail, but the balance of this Agreement will continue in full force and effect. In such event, the parties agree to negotiate in good faith a substitute enforceable and legal provision that most nearly effects the intent of the parties in entering into this Agreement.
37. **Minimum Wage:** Provider must comply with the Board's Minimum Wage Resolution (14-1217-RS2) and any applicable regulations issued by the Board's CPO. The Board's resolution adopts Chicago Mayoral Executive Order 2014-1. As of December 17, 2014 the minimum wage to be paid pursuant to the Resolution is \$13.00 per hour (the "Minimum Wage"). A copy of the Mayoral Order may be downloaded from the Chicago City Clerk's website at: <http://chicityclerk.com/wp-content/uploads/2014/09/Executive-Order-No.-2014-1.pdf>; the Board's Resolution may be downloaded from the Chicago Public School's website at: [http://www.cpsboe.org/content/actions/2014\\_12/14-1217-RS2.pdf](http://www.cpsboe.org/content/actions/2014_12/14-1217-RS2.pdf). In the event of any discrepancy between the summary below and the Resolution and Order, the Resolution and Order shall control.

Provider must: (i) pay its employees no less than the Minimum Wage for work performed under the Agreement; and (ii) require any subcontractors, sublicensees, or subtenants, to pay their employees no less than the Minimum Wage for work performed under the Agreement.

The Minimum Wage must be paid to: 1) All employees regularly performing work on property owned or controlled by the Board or at a Board jobsite and 2) All employees whose regular work entails performing a service for the Board under a Board contract.

Beginning on July 1, 2015, and every July 1 thereafter, the Minimum Wage shall increase in proportion to the increase, if any, in the Consumer Price Index for All Urban Consumers most recently published by the Bureau of Labor Statistics of the United States Department of Labor, and shall remain in effect until any subsequent adjustment is made. On or before June 1, 2015, and on or before every June 1 thereafter, the City of Chicago may issue bulletins announcing adjustments to the Minimum Wage for the upcoming year.

The Minimum Wage is not required to be paid to employees whose work is performed in general support of Provider's operations, does not directly relate to the services provided to the Board under the Agreement, and is included in the contract price as overhead, unless that employee's regularly assigned work location is on property owned or controlled by the Board or at a Board jobsite. It is also not required to be paid by employers that are 501(c)(3) not-for-profits.

The term 'employee' as used herein does not include persons subject to subsection 4(a)(2), subsection 4(a)(3), subsection 4(d), subsection 4(e), or Section 6 of the Illinois Minimum Wage Law, 820 ILCS 105/1 et seq., in force as of the date of this Agreement or as amended. Nevertheless, the Minimum Wage is required to be paid to those workers described in subsections 4(a)(2)(A) and 4(a)(2)(B) of the Illinois Minimum Wage Law.

The Minimum Wage is not required to be paid to employees subject to a collective bargaining agreement that provides for different wages than those required by the Board's Resolution, if that

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collective bargaining agreement was in force prior to December 17, 2014 or if that collective bargaining agreement clearly and specifically waives the requirements of the Resolution.

If the payment of a prevailing wage is required and the prevailing wage is higher than the Minimum Wage, then the Provider must pay the prevailing wage.

38. **Abused and Neglected Child Reporting Act:** If Provider or any of Provider's Staff becomes aware of any suspected case of child abuse or neglect as described in the Abused and Neglected Child Reporting Act (325 ILCS 5/1 et seq.), Provider shall notify the proper state, city and local authorities.
39. **Entire Agreement and Amendment:** This Agreement, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Agreement. No modification of or amendment to this Agreement shall be effective unless such modification or amendment is in writing and signed by the authorized representatives of both parties and approval as to legal form by the Board's General Counsel. Any prior agreements or representations, either written or oral, relating to the subject matter of this Agreement are of no force and effect.
40. **Counterparts and Facsimiles:** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or other electronic means shall be considered binding for both parties.
41. **Board approval:** The execution of this Agreement will be subject to approval by the members of the Chicago Board of Education.

**[Signature page to follow]**

This Agreement will be posted on the CPS internal website

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

BOARD OF EDUCATION OF CITY OF CHICAGO <sup>Ward</sup>

RCM TECHNOLOGIES, INC.

By: Gail D. Ward  
Gail D. Ward, Board Member

Signature: [Signature]

Print Name: Michael Saks

Attest: Estela G. Beltran 8/13/15  
Estela G. Beltran, Secretary

Title: Senior Vice President

Date: 8/12/15

Approved as to legal form: [Signature]

[Signature]  
James Bebley, General Counsel

Board Report Number: 15-0624-PR6 - 1

**Attachments:**

- Exhibit A – Scope of Services
- Exhibit B – Service Level Agreement (SLA)
- Exhibit C – Schedule of Pricing and Gain Share Agreement
- Exhibit D- Key Personnel
- Exhibit E- Nurse on a Bus (NOB)Form
- Exhibit F- HIPAA Addendum

## EXHIBIT A

### SCOPE OF SERVICES

#### Supplemental School Nursing and Health Management Services

**CPS Project Manager:** Rahul Sharma      **Phone:** 773.553.2372      **E-Mail:** rsharma2@cps.edu

**Provider's Project Manager:** Andrew Hay      **Phone:** 917.623.3687      **E-Mail:** [andrew.hay@rcmt.com](mailto:andrew.hay@rcmt.com)

**Term:** July 1, 2015 through June 30, 2019

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This Exhibit A, Scope of Services, will be conducted pursuant to the terms and conditions of that Supplemental School Nursing and Health Management Services Agreement ("Agreement"), entered into by and between the Board of Education of the City of Chicago, a body politic and corporate, commonly known as the Chicago Public Schools (the "Board" or "CPS") and RCM Technologies, Inc. ("Provider" or "RCM"). Capitalized terms used and not otherwise defined herein shall have the meanings assigned thereto in the Agreement. In the event of a conflict between the terms of this Scope of Services and the Agreement, the terms of the Agreement shall supersede and prevail.

#### 1. SCOPE OF SERVICES

- I. **Overview:** Provider will be responsible for the delivery of the Board's supplemental nursing and health management services and will supervise, oversee, manage, Provider's staff; schedule, recruit and provide professional development to all Provider and Board employed nursing and health management personnel. All Provider employed nursing and health management personnel shall be referred to as "RCM Staff." All Board employed nursing and health management personnel shall be referred to as "CPS Staff." RCM Staff and CPS Staff shall collectively be referred to as "Related Service Providers" "RSPs." All RCM Staff are required to conform to the Board's hiring policies and procedures. Provider has obtained certification from the Joint Commission and will maintain such certification throughout the Term of this Agreement.

Provider will provide the following Services under this Agreement, as further described in the Scope of Services, and will provide RSPs to service students aged 3-21 in all CPS schools, including charter schools, contract schools, alternative schools, military academies, Academy for Urban School Leadership (AUSL) schools and the Office of Strategic School Support Services (OS4) schools, and any others as directed by the Board's Chief Officer of ODLSS, or his/her designee:

- Manage, in collaboration with the Board, professional development for all CPS Staff and RCM Staff;
- Manage the effective and efficient scheduling of all CPS Staff and RCM Staff;
- Manage the credentialing and record keeping for all RCM Staff and provide CPS Staff access to the credentialing Software;
- Manage subcontractors, if any, providing Services hereunder; and
- Manage all timekeeping and invoicing for RCM Staff



**II. Services:**

- a. **Related Service Providers (RSP):** RCM will provide the following RSPs and will ensure all RSPs meet the qualifications and requirements set forth in this Agreement and herein below. Provider will have copies of all necessary licenses, credentials, and certifications in files before a RSP is sent on any assignment.

**Related Service Providers Qualifications, Roles and Responsibilities**

<b>Job Title</b>	<b>Qualifications</b>	<b>Description</b>
<b>Certified School Nurse (CSN)</b>	<b>Illinois State Licensed Registered Nurse (RN) Professional Educators License (PEL)</b>	Provides emergency care, case identification and case management for students with a chronic condition. Provides follow-up and evaluation. Implements health services and treatments to students with disabilities. Develops health assessments for students with Section 504 Accommodation Plans and students with IEPs. Develops IEP health goals and accommodations for students with IEPs. CPR certified. Schools have an IEP Team Day every week which requires a CSN to attend. Typical workday is 7 hours for Board CSNs.
<b>Health Services Nurse (HSN)</b>	<b>Illinois State Licensed Registered Nurse (RN)</b>	Provides emergency care, case identification and case management for students with a chronic condition. Provides follow-up and evaluation. Implements health services and treatments to students with disabilities. Develops health assessments for students with 504 accommodation plans and students with IEPs. CPR certified. Typical workday is 7.25 hours, without lunch, but may vary based upon individual school operations.
<b>Licensed Practical Nurse (LPN)</b>	<b>Illinois State Licensed Practical Nurse</b>	Administer medications via oral, topical, subcutaneous, intradermal and intramuscular routes under the direction of a registered professional nurse (RN). Takes vital signs, blood glucose levels, carbohydrate calculations, insulin administration. Proficient with pediatric as well as adult GT feedings, catheterizations, tracheostomy and ventilator care. Provides first aid and emergency care. CPR certified. LPNs also travel on field trips or out of school locations for those students that require medical supervision. A Multi-school LPN visits more than one school per day. Multi-school LPNs shall not be compensated for travel to and from their home to the workplace. Typical workday is 7.25 hours, but may vary based upon individual school operations.
<b>Health Aide</b>	<b>Education- High School Diploma/GED</b>	Assists with collection and maintenance of health records and data. Performs clerical duties such as data entry and filings. Maintains confidentiality of all school records and health related issues. Typical workday is 7.25 hours, without lunch, but may vary based upon individual school operations.
<b>Vision/Hearing Technician</b>	<b>Education-HS Diploma/2 x 3 day certification course + home study</b>	The vision and hearing technician provides screening activity for visual acuity, muscle balance, hyperopia, phoria, near/far binocular vision, pure tone audiometric tests, and thresholds tests (when needed). Performs clerical duties such as data entry and filings. Maintains confidentiality of all school records and health related issues. They also identify students that need further evaluation and refer those students to the appropriate department. Typical workday is 7.25 hours, without lunch, but may vary based upon individual school operations.

Job Title	Qualifications	Descriptions
Medical Records Clerk	HS Diploma	Pull charts daily for students who are scheduled and make sure that the date of service is stamped on the progress note. Inserts any lab results or other results needed for review by the Provider as per policies and procedures established by the Board and in accordance with licensing and regulatory requirements or as instructed by the Nurse Coordinator. Check for student identifying information on all documents.
Medical Biller	HS Diploma Experience in specific field	Medical billing translates a health care service into a billing claim. The responsibility of the medical biller is to follow that claim to ensure the practice receives reimbursement for the work the Providers perform. A knowledgeable biller can optimize revenue performance for the practice.
Medical Coder	AHIMA and/or AAPC Certification(s)	Medical coding professionals provide a key step in the medical billing process. Every time a student receives professional health care in a school setting the provider must document that services provided. The medical coder will abstract the information from the documentation, assign the appropriate codes, and create claim to be paid, whether by a commercial payer, the patient or CMS.
Administrative Assistant	HS Diploma and relevant experience	Administrative assistants perform routine clerical and administrative duties. They organize files, draft messages, schedule appointments, and support other staff.
Scan Technician	HS Diploma and 1 year of Scanning experience	Medical Record Scanning Technician will be responsible for Recovery, scanning and electronic documentation on of medical records from school sites using computer and scanning equipment and accurately transferring the data.

**b. Nursing Services:**

1. **Skilled Nursing Services.** RCM will provide qualified Licensed Professional Nurses (“LPN”), Registered Nurses (“RN”), Bachelors prepared Registered Nurses (“HSN”), and Health Aides (“HA”) to administer authorized skilled nursing Services to CPS students aged 3-21, as determined appropriate and necessary by the Board based on the licensed medical provider’s (i.e., MD, APRN, DO, or PA) prescribed services. Provider will manage and administer Services through Related Service Providers as specified in the student’s IEP or Section 504 Accommodation Plan and approved by the Board and shall make reasonable accommodations in the administration of Services to ensure it is not a barrier to student’s attendance at school. It is not anticipated that RCM will provide Certified School Nurses (“CSN”) and/or Vision/Hearing Technicians (“VHT”) under this Agreement, however, in the event CSNs or VHTs are needed, the Board’s Chief of ODLSS will notify the Provider.
2. RCM will provide qualified licensed practical nurses (LPN) and Registered Nurses

(RN), skilled nursing Services for students whose disability includes complex physical health needs; however, it is not the primary cause of their learning difficulties. Skilled nursing Services are a related service, which are required to assist a student with a disability to benefit from special education and to access the same general education curriculum opportunities as student's non-disabled peers. Skilled nursing Services must be carried out in accordance with the student's Individualized Education Program (IEP) or Section 504 Accommodation Plan and as prescribed by student's licensed medical provider.

3. RCM will provide skilled nursing Services, such as procedures and interventions requiring the clinical skills and didactic knowledge of a qualified licensed professional nurse (e.g., RN, HSN, LPN). Skilled nursing Services that will be provided to the Board under this Agreement shall include but not be limited to:

- Pediatric gastrostomy tube feeding. Must have experience with all modalities.
- Pediatric tracheostomy care and management.
- Ventilator and Oxygen Therapy care.
- Medication administration via oral, topical, subcutaneous, intramuscular, and intranasally.
- Epilepsy, diastat administration and the use of the vagus nerve stimulators.
- Diabetes Type 1 management that includes carbohydrate calculations, insulin administration, and experience working with insulin pumps.
- Experience with the care of students with other major medical conditions such as asthma, spina bifida, cerebral palsy, allergies (epipens), and cardiac conditions.
- Catheterization (urethral and suprapubic).
- Ostomy therapy care.
- Assessment, development, and case management of students with chronic health conditions (504 assessment plans). BSN prepared RN (HSN) or (CSNs) only.
- Other duties as indicated by the Board's Chief Officer of ODLSS, or his/her designee.

c. **Time and Frequency of Care.** Provider must provide Services according to the time and frequency parameters specified by each student's healthcare provider's current orders (current within one (1) year to the date of Services), IEP or Section 504 Accommodation Plan, and/or as authorized by the Board's Chief Officer of ODLSS or his/her designee. Services must be integrated into the student's educational program to ensure minimal disruption to the educational and other related services the student receives during the school day. If the IEP or Section 504 Accommodation Plan is silent as to time and/or frequency of the Services, the Services shall be provided according to the parameters specified by the Board's Chief Officer of ODLSS or his/her designee. In addition, Services must be provided within a half-hour of the treatment time as outlined in the student's IEP or 504 Accommodation Plan. .

d. Services are to be provided during the student's usual school day at the school or at a site identified, as appropriate, by the IEP or Section 504 Plan. In addition, Services are to be provided

during the student's school day, or at a site identified (ex, field trip). Student's school day may include transport time via school bus, to and from school, as indicated by the specific student's requirements. The service days shall be based on the specific student's home school calendar. If the student rides a bus to school then the Related Service Provider time starts when the Related Service Provider boards the bus and disembarks at the end of the day. Extended time will be paid at the regular billable hourly rate.

1. Provider shall follow State of Illinois directives regarding school calendars for both regular and summer school calendars and school closures. Regular school year is 180 days; summer school varies between four (4) to six (6) weeks. When schools are closed, Provider's employees or agents are not required to provide Services, unless directed by the Board. Provider will provide Staff for to provide Continuous Nursing Services and Itinerant Nursing Services, as described below.
  2. Continuous Nursing Service: A student's needs are determined in their IEP or Section 504 Accommodation Plan and prescribed medical treatments by a healthcare provider's order requires nursing services to be provided continuously throughout the school day without any interruption. Continuous nursing Services begin the moment the qualified nursing Staff receives the student at school or receives the student at their residence. Continuous nursing services end when the student either leaves school for the day or when the nurse returns delivering the student, by bus to his/her residence, as required by the student's IEP or Section 504 Accommodation Plan with the supporting healthcare provider's order and off campus activities (i.e., community based instruction ("CBI"), field trips).
  3. Itinerant Nursing Service – Itinerant Services are those that are need to meet a student's need as determined by the healthcare provider's order requiring skilled nursing services multiple times throughout the school day or in their IEP, Section 504 Accommodation Plan. Provider shall ensure the Certified School Nurse (CSN) or the Health Service Nurse (HSN) identify the times for Services according to the student's school day and lunch periods, if necessary. A student receiving skilled nursing Services classified as an Itinerant Nursing Service, will receive Services between fifteen (15) minutes and three (3) hours. Itinerant nursing Service students should be grouped together on an assigned route with other students at other school sites requiring this level of care, to maximize the RSPs time and to meet the individual student's needs.
- e. **Assignments:** Services are to be provided on an assignment/as needed basis through implementation of RCM's rapid response staffing program. Assignments are defined as routine, non-routine (emergency) and hard to fill. All assignments will be communicated to Provider through RCM's scheduling Software. RCM shall ensure, to the extent possible and in accordance with their continuity of care plan that RSPs remain with the same Student or within the same school as previous years. RCM will have a pool of RSPs on call and available to provide Services under this Agreement. RCM shall first utilize CPS Staff to cover assignments and in the event CPS Staff are not available for an assignment, RCM will provide RCM Staff to provide Services.

1. Routine Assignments - Routinely scheduled assignments are those from Services that continue from a previous school year or are designated in an IEP, Section 504 Accommodation Plan or a healthcare plan. For routinely scheduled assignments, all assignments must be fulfilled by Provider within 24 hours of receipt of request through RCM's scheduling Software
2. Hard to Fill Assignments – Routine assignments may be designated as Hard to Fill by the Board if that type of assignment has historically been challenging to fill with a qualified RSP. Examples of Hard to Fill assignments may include: students who may or may not be in attendance; a student awaiting a permanent skilled, consistent nurse, uncovered assignments for 2 months or longer, medically complex cases, half day assignments, or itinerant assignments.

Hard to Fill assignments must be filled within five (5) business days of request.

3. Non-routine Assignments (Emergency): Non-routine (emergency) assignments include last minute uncovered assignments or other urgent need for a RSP and the Provider must fill the assignment within 2 hours of notice from the Board, and the RSP must be on site within 3 hours of notice or the scheduled assignment start time, whichever is earlier; unless otherwise approved by the Board's Chief Officer of ODLSS, or his/her designee. If there is a no show situation, Provider will locate the RSP that is in closest proximity to the student's school or have the Provider's supervisor provide the necessary Service(s). No shows will be treated and handled as an emergency assignment.

Provider shall provide a qualified substitute RSPs when an assigned RSPs fails to report for duty at an assigned school site. If Provider's non-Board RSP or Staff refuses to provide Services as defined in this Agreement, Provider shall provide a qualified replacement within (2) two hours of the start of that assignment at the school site.

4. Student Absence Protocol:
  - It is recommended that the RSP contact the school to check the student's attendance prior to arrival at the school. If the RSP is notified prior to the start of school that their assigned student(s) will be absent that day and there is no additional assignment for that day, the RSP will not provide Services or receive compensation for that day.
  - If the RSP is not notified prior to the start of the school day that their assigned student(s) will be absent and reports to their assigned school, the RSP must contact RCM to note the student absence and to ask for an alternate assignment for the day. If the RSP is assigned to an alternate assignment, the RSP must report to such assignment and will be paid in accordance with this Agreement. If no additional/alternate assignment is made for that RSP, the RSP will be paid for no more than 2 hours for that day.

- f. **Customer Service:** The Provider shall be responsive to the needs of the Students, their parents, and the Board (including schools, principals and ODLSS). Any and all communications (questions, issues, complaints) directed toward the Provider regarding the Services being provided under this Agreement must be addressed and/or resolved within 24 hours of receipt of the communication. Provider will report in writing any and all such communications to the Board on a weekly basis and will indicate response times for each communication,
- g. **Student's Nursing Charts/Records/Progress Notes:** Provider shall ensure that all Related Service Providers document all relevant nursing interventions and Services provided in the student's progress notes/nursing chart/records maintained at the school, in accordance with professional nursing standards including the Nurse Practice Act (225 ILCS 65). RSPs shall document such Services using the system designated by the Board. Provider shall ensure that Progress Notes written by a LPN are approved by a Registered Nurse (HSN or CSN) within seven calendar (7) days of the Services, in accordance to Chapter U-200 Handbook for LEA (<http://www2.illinois.gov/hfs/SiteCollectionDocuments/u200.pdf>) to ensure that the Board can receive Medicaid reimbursement for these Services. In the event Progress Notes are not approved within seven calendar (7) days, the Board will not compensate Provider for those Services. RCM must ensure RSPs receive training on the use of such system prior to providing the RSP with access to the system. Student progress notes/nursing charts/records shall be considered educational records and the property of the Board. Upon completion of the school year, progress notes/nursing chart/records contents will be filed as part of the student educational record. It is imperative that all documentation be captured in a timely manner, and contains correct information.
- h. **Confidentiality and Disclosing Health Care Information:** Provider will ensure confidentiality of all Services performed, records generated, as well as the privacy and confidentiality rights of all students and parents, as required by law. All records kept in connection with this Agreement must be kept at the school site and be up to date, compliant, available for inspection, and maintained in accordance with all requirements of this Agreement, including but not limited to those concerning confidentiality, e.g., Family Educational Rights and Privacy Act ("FERPA"), Health Insurance Portability and Accountability Act ("HIPAA").
- i. **Supervision:** Provider shall ensure all RSPs are properly supervised by Provider, as required by this Agreement and by applicable laws, rules, regulations, and professional standards and practices. It is understood and agreed that Provider shall not supervise any CPS Staff under this Agreement.
- j. **Personal Protective Equipment:** Provider will ensure Related Service Providers have personal protective equipment ("PPE") available in accordance with Occupational Safety and Health ("OSHA") rules and regulations. PPE will be provided by the Board for the delivery of Services and/or training purposes.

### III. NON-CLINICAL/ADMINISTRATIVE PROFESSIONALS

RCM will also provide ancillary Services, support Services, or administrative Services related to the provision of skilled nursing Services provided under this Agreement. The ancillary Services, support Services, or administrative Services related to the provision of skilled nursing Services, that RCM shall provide include but are not limited to the following:

- a. Providing in-transit skilled-nursing care, e.g., nursing care on bus transports
- b. Developing and maintaining student's progress notes/nursing charts/record, including health related plans in accordance to the student's IEP or 504 Accommodation Plans.
- c. Documentation of services provided in student's progress notes/nursing chart/record electronically in the system designated by the Board.
- d. Clear, unequivocal communication with Board's personnel, its agents/representatives, and/or families to coordinate schedules and ensure staffing coverage.
- e. First Aid and cardiopulmonary resuscitation ("CPR") interventions when necessary.
- f. Other duties attendant to ensuring continuity of care as described in this Exhibit A
- g. Other duties designated by the Board's Chief Officer of ODLSS, or his/her designee.

#### **IV. PERSONNEL REQUIREMENTS.**

The Board reserves the right to refuse the Services of any RCM Staff, agent, subcontractor, volunteer, prospective employee of the Provider for any reason or for no reason.

- a. **Staffing Management Plans:** Provider will ensure and demonstrate that they are available 24 hours a day/7 days a week to meet the Staffing needs of students in the schools.
- b. **Staffing:** Provider will provide qualified nursing Staff to meet the health and safety needs of students requiring skilled nursing Services.
- c. **Communication:** Provider will communicate clearly and submit written rationale with data to the Board on the need to assign a school or student with a LPN, RN or additional nursing or health care personnel.
- d. **Personnel Qualifications:**
  1. **Nurses.** Provider shall ensure all RSPs meet the following qualifications and requirements prior to assigning them to provide Services under this Agreement:
    - Possess current State of Illinois nursing license (RN or LPN) as issued by the Illinois Department of Professional Regulations.
    - Possess current certification in Basic Life Support ("BLS") Health Care Provider cardio- pulmonary resuscitation ("CPR") with automated external defibrillator ("AED") for children and adults AND First Aid.
    - Possess the knowledge, skills and abilities to competently perform the skilled nursing services required by this Agreement.

2. **Supervisor.** Provider will furnish nursing supervisors or managers, licensed as a State of Illinois Registered Nurse and fulfilling all other requirements of RN personnel, whose responsibilities shall include but may not be limited to the following:
  - Conduct Provider employee training and orientation on Provider's and Board's policies.
  - Provide clinical instruction and assessment to Provider employees to ensure clinical competencies of personnel at the time of hiring, annually, and as necessary.
  - Provide orientation regarding any new student and/or school assignment requiring skilled nursing Services.
  - Provide in-services (continuing education) on pediatric school related topics and safety issues, which may include introduction of new durable medical equipment and/or supplies.
  - Serve as Provider's point of contact with the schools, Board, and Board designee.
  - Serve as Provider's point of contact for students and families.
  - Provide administrative and clinical supervision of the LPN, CNA and/or other Health Care Professionals providing direct skilled nursing Services to students in the schools.
  - Coordinate logistics of Staffing assignments in the respective schools.
  - Conduct record reviews using a standardized audit tool and updating all Emergency Information Forms and nursing treatment plans in the school charts/records.
  - Provide ongoing assessment of the nursing needs of students and notification to school IEP or Section 504 Accommodation Plan team if student condition or skilled nursing needs have changed.
  - Review licensed medical provider's orders, documentation, and treatment plans for appropriateness. Obtain the licensed medical provider's signature for all medical orders and then authorize the medical order before faxing it back to the school for the classroom nurse to implement.
  - Communicate with student's licensed medical providers as needed.
  - Creating and updating of individualized health plans, including Emergency Action Plans, to address the health and safety issues of students including when the nurse is not available at the time urgent intervention is required.
3. Provider's Supervisors or managers must, at minimum, meet the following qualifications and requirements:
  - Possess current State of Illinois nursing license as Bachelor of Science in Nursing (BSN) RN.
  - Possess current certification in BLS, CPR for children and adults and First Aid. Possess the knowledge, skills and abilities to competently perform the skilled nursing treatments required by this Agreement

V. **TRANSPORTATION OF STUDENTS:** All Student transportation must be provided either by the Student's parent or guardian, or by a Board authorized vehicle (i.e., school bus). Under no circumstances may a Related Service Provider transport a Student in a personal auto, nor accompany a Student when that Student is transported by his/her parent or guardian.



## VI. PERSONNEL TRAINING

- a. **Training:** Provider will provide training to all CPS Staff and RCM Staff and shall ensure that all RCM Staff and CPS Staff are trained as required by this Agreement and any other applicable laws, rules, regulations, and professional standards and practices. In person training will be included as part of the Services provided under this Agreement. For any in-person training provided by RCM, the Board will provide space to conduct training. Provider will be required to have all training compliant with all regulations. Provider will ensure that all onboard training is conducted and successfully completed **PRIOR TO** any assignment being made and that continuing training is done throughout the school year.

RCM shall provide the following training to RCM Staff and CPS Staff:

Course Title	Short Description	Qualified Instructor	Frequency	Target Audience	CNF	CPDUE
CPS Orientation	IMPACT, SSM & SIM, Kronos navigation	Representative from ITS	New Hires, and when necessary	LPN, RNS (HSN & CSN)	No	No
IEP Accommodation Plans	Developing Appropriate Section 504 Accommodation Plans	RN	New Hires and Annually	RNs (HSN & CSN)	No	Yes
Documentation	Writing effective progress notes according to the IEP/Section 504 Accommodation Plan	RN	New Hires, and when necessary	LPN, RNS (HSN & CSN)	No	Yes
Developing IEP Goals and Accommodations	Writing appropriate goals and accommodations for students with chronic health conditions	RN	New Hire (CSN) and Annually	CSN's only	No	Yes
Asthma Allergies	Management and care of students with Food Borne Allergies and new mandates for students with asthma related symptomatology in the school setting	Physician or Nurse Practitioner	New Hire and Annually	LPN, RNS (HSN & CSN)	Yes	Yes
Bloodborne Pathogens	Review of OSHA Bloodborne Standards, & Universal Precautions	Physician or RN specializing in Epidemiology	Annually	LPN, RNS (HSN & CSN)	Yes	No
ADD/ADHD	Identification, interventions and treatment of the use of psychotropic or psychostimulant medication	Psychiatrist or Clinical Psychologist	Every Two Years	CSN's only	No	Yes
CPR	Review of Cardiopulmonary resuscitation, the Heimlich maneuver, and rescue breathing	Approved AHA Instructor	Every Two Years	LPN, RNS (HSN & CSN)	No	No
School Nurse Emergency Care Course (SNEC)	Develops essential skills and the knowledge base to provide for pediatric emergencies in the school setting	Approved SNEC Instructor	Annually	LPN, RNS (HSN & CSN)	Yes	No
Helping A Child Live to the Needs of Students with Diabetes in Schools (H.A.N.D.S.)	Provides current diabetes knowledge and provides tools and resources for effective diabetes management in the school setting	Approved H.A.N.D.S. Instructor, RN or Diabetes Educator	Annually	LPN, RNS (HSN & CSN)	Yes	No
Tracheostomy Care	Assessment, suctioning techniques and care of the school age child with a trach	Nurse Practitioner or Physician	Annually	LPN, RNS (HSN & CSN)	Yes	No
Enteral Feeding	Causes, interventions and techniques of nasogastric and g-tube feeding	Nurse Practitioner or Physician	Annually	LPN, RNS (HSN & CSN)	Yes	No
Urinary Catheterization	Discussion of two techniques: urethral & supra pubic	Physician or Nurse Practitioner	Annually	LPN, RNS (HSN & CSN)	Yes	No
Peripheral Inserted central catheter (PICC) Line	Uses types, care, complications, and infection control of the PICC line	Physician or Nurse Practitioner	Annually	RNS (HSN & CSN)	Yes	No

Oxygen Monitoring	Risk Management Guidelines for students with oxygen in the School setting.	Physician or Nurse Practitioner	Annually	RNs (HSN & CSN)	Yes	No
Insulin Pumps	Management and care of insulin pumps. Review management of care for the following: Spina Bifida, Cerebral Palsy, Leukemia, Hemophilia, Sickle Cell Anemia.	Physician, Nurse or Approved Health Care Provider	Annually	LPN, RNS (HSN & CSN)	No	No
Special/All Care		Physician, Nurse Practitioner	Annually	LPN, RNS (HSN & CSN)	Yes	No
Illinois mandated Vaccines	Review of the scheduled Illinois State Code mandated vaccines	Representative from CDPH and PHS	Annually	LPN, RNS (HSN & CSN)	Yes	Yes

- b. **Orientation:** In addition to training outlined above, all Staff providing skilled nursing Services must receive a brief orientation on any new assignment(s) covering important relevant information (e.g., the students, services or interventions, durable medical equipment, the school, and the school personnel) prior to undertaking an assignment.
- c. **Emergency Plans:** Provider shall ensure that each school has its own school emergency plan. Emergency action and/or individualized healthcare plans for students served and emergency protocols i.e., school closings due to weather conditions. Provider will ensure all RSPs assigned to provide Services under this Agreement understand that school closings can be found online, and will also be the recipient of internal Board communications through their email account.
- d. **Documentation:** Provider is responsible to document and track training, completion and requirements. Provider will be responsible to notify the Board if Board employees are requiring training and when training is completed.
- e. **Communication:** Communicating clearly and effectively with parents and school personnel as needed.

## VII. HIRING/RECRUITING (PERMANENT PLACEMENT-OF Board EMPLOYEES)

- a. The Board will request full time employee opportunities and identify a mutually agreed upon timeframe with Provider for a request to be filled. (Parameters are to include retention period of new hire.)
- b. RCM will help the Board determine the nursing needs and fill them with highly qualified nurses.
- c. The final hiring decision will be approved by the Board.
- d. The Board's Talent Office will determine the salary, benefits and start date for any new full time Board employees.
- e. The onboarding process will comply with all Board requirements (including, but not limited to background checks, fingerprinting, TB screening).

## VIII. CONDUCT

All Provider's Staff, employees, subcontractors and agents must wear a picture identification badge listing agency name, employee name, and position (e.g., RN, LPN, and Nurse Supervisor) at all times while on school premises. Provider's Staff, employees, subcontractors and agents must maintain a

professional attitude, work ethic, and appearance. Provider's Staff, employees, subcontractors and agents must abide by Board policies and protocols and must be accessible for observations without notice by designated Board personnel and provide Services, as specified in the IEP or Section 504 Accommodation Plan. Provider shall ensure that RSPs chart in system designated by the Board. Provider RSPs must report time in the Board approved time-keeping system. Any requests for EXTENDED Day Pay (Nurse on Bus – NOB) must be submitted to the Board using the for EXTENDED Day Pay (Nurse on Bus – NOB) Form. The form must be approved by the School Principal or Board Nurse Coordinator or Manager. Once approved by the School Principal, Board Nurse Coordinator or Manager, the RSP shall submit it to the Provider to approve assignment and payment. Provider shall not compensate any RSP for Extended Day Pay unless and until the Extended Day Pay Form has been approved by the School Principal or Board Nurse Coordinator or Manager.

a. **Time-Keeping**

- Provider's shall ensure all RSPs record their time electronically using the Board approved time-keeping system. The Provider's employee must check in and out when they leave a school or other CPS-assigned location.
- Daily Time Record for Day to Day Substitute Teachers - In addition to using the Board approved time-keeping system, Provider's employees must also record their hours on the Daily Time Record for Day to Day Substitute Teachers that principals require them to sign at each school.
- Lunch Time Deductions - For those Provider's employees who are assigned to work at least a 6-hour day, the Board shall automatically deduct thirty (30) minutes per day for lunch unless a Provider's employee regular assignment does not permit them to take a 30-minute lunch break. If a Provider's employee occasionally needs to provide Services to Students through lunch, the Provider's employee must follow the procedure established by the CPS Program Manager to document this additional work time or the Board will deduct the thirty (30) minutes. For those instances where Provider's employee will be working through lunch, a Lunch Letter must be approved by the School Principal or Board Nurse Coordinator or Manager prior to payment.
- Provider shall be paid for scheduled professional in-service days and report card pick-up days pre-approved in writing by the Board's Chief Officer of ODLSS, or her designee. (Refer to the BOARD's official School Year Calendar for each school year.) It is understood and agreed that any total periods of work for an entire work day of less than an hour shall be computed on a pro rata basis to the nearest quarter ( $\frac{1}{4}$ ) hour.
- Failure to properly document time - If any of Provider's employees fail to document Services provided, and the Provider is unable to document that employee's hours using the Daily Time Record for Day to Day Substitute Teachers, the Board shall not pay for that Provider's employee's hours.

## **IX. SCHEDULING**

RCM will schedule all CPS Staff, and Provider Staff using RCM's scheduling Software to ensure that schools receive the proper and necessary amount of nursing Services and coverage while reducing

travel time and other non-value added activities. RCM will provide a minimum of five (5) scheduling coordinators who will work solely with CPS. .

1. Provider will operate a live call center to respond to calls and inquires received from Provider's Staff, CPS Staff and employees, including but not limited to school nurses, principals, teachers, case managers and central office employees, and parents/guardians of Board students. The Call Center will operate 24 hours a day, 7 days a week to ensure coverage for ALL RSPs is provided on a daily basis.

Live Call Center Priority Levels and Response Times:

- a. Level 1 – Regular priority. Example: New non-urgent assignments, new schedules, appointments etc. Provider must cover open assignment at least 24 hours prior to start of affected school day.
  - b. Level 2 – High priority. Example: Call-off with at least one work day (24 hours) of notice. Provider must cover open assignment as to not disturb normal school day, at least 24 hours prior to affected school day.
  - c. Level 3 – Emergencies. Example: Call-off with less than two hours of notice or an emergency response to nursing needs. Provider must cover the emergency assignment within two (2) hours and RSP must be on-site in three (3) hours.
2. In addition to the Call Center, RCM's Project Coordinator and Nursing Supervisor will be in the office and available from 7:00 a.m.- 6:00 p.m. (CST). All RCM Staff will be equipped with smart phones and will be active and available at all times.

## X. TECHNOLOGY

- a. Provider will provide and utilize the JobDiva, Inc. ("JobDiva") software ("Software"), a full enterprise scheduling, recruitment and credential management solution to help manage the effective and efficient scheduling of all RSPs under this Agreement. Provider shall pay all licensing and implementation fees associated with the utilization of this Software during the Term of this Agreement and any renewal thereof. Provider shall not, at any time, input student data or files, including but not limited to nursing notes or documentation regarding students into the Software used under this Agreement.
  1. The Software will provide the following:
    - Ability to view Staff profiles on-line gaining access to electronic compliance documentation, assignments, history of all time/hours worked by Staff and Agency and Staff availability and skills matching
    - A full suite of reports detailing spending by school, agency, healthcare professional, position type, over any desired time period
    - Robust search and scheduling capabilities that will search the database for the best candidate for an open school need based on availability, qualifications, specialties, and required licensing.
    - Electronic data downloads from CPS approved timesheets to facilitate invoicing that

is system validated and will provide accurate invoicing for simplified approval process.

**2. Provider acknowledges and agrees that it shall require JobDiva Inc.®, and any other subcontractors, to undertake the same obligations as agreed to herein by the RCM. Provider accepts full responsibility for any breach of the Confidential Information provisions included in this Agreement and shall indemnify the Board for any and all claims arising or alleging to arise out of any such breach. Any breach of confidential information must be reported immediately to the Board in accordance with this Agreement.**

3. CPS Nurses shall NOT be paid from this Software system and the Software shall NOT be connected to KRONOS or any other CPS system.

4. All CPS Staff information inputted by Provider into the Software will be entered manually or by a comma separated values (CSV) file or excel spreadsheet that will be provided by the Board. The following CPS Staff data will be shared with Provider for uploading in the Software: Staff ID, Nurse Type, Name, School IDs on Nurse's schedule, Schedule (days of week assigned at school), and Credentials. The Board will not share the Social Security Numbers of the CPS Staff with the Provider.

5. All the data and information inputted or stored in the Software will be housed at a secure local data center within the continental United States and will be vigilantly maintained by JobDiva's technical team. JobDiva is a secure portal, and RCM and CPS will have the ability to control who logs into the system. The unique Access Log Report will also keep RCM and CPS informed of any moves within the system.

6. The Board shall have unlimited storage within the Software. Provider will continuously monitor the database storage capacity and add more storage whenever needed at no charge to the Board.

7. Software Minimum Technical Requirements: The Provider shall ensure that the Software used under this Agreement meets the CPS IT Infrastructure and Security ("ITS") teams operational requirements, including:

- a. Having the latest security protection systems in place
- b. Having an automated method to continuously update antivirus and other defensive applications
- c. Utilizes modern encryption, data must be encrypted in motion and at rest.
- d. Has a Single sign-on (SSO) authentication
- e. Has an effective method for monitoring and reporting system security state
- f. Performs routine audits or certifications, including SAS 16, which affirms that the service Provider has the appropriate policies, and controls in place to provide reliable security on a continuous basis. PCI certification is essential to safeguard credit card transactions (if applicable).
- g. Has sufficient disaster recovery, a backup protocol, and has properly instructed CPS on preferred methods to ensure continuity of service. Provider shall also ensure that the

Software system can recover from any system failure within 4 hours, and that the loss of data is no more than 2 hours.

h. Utilizes nonproprietary means of interfacing with CPS systems. Provider shall provide automated methods to integrate with CPS IT systems, where data dependencies exist. CPS prefers to utilize secure FTP service, or secure web data services to exchange data, when system cannot directly exchange data.

i. Shall be governed by documented formalized onboarding and change control processes that involve CPS business owner and IT team, and that are approved by the Board.

j. Shall support Active Directory Federation Services (ADFS) OR SAML 2.0 authentication integration capabilities, including but not limited to the following:

- Experience implementing ADFS/SAML 2.0 federated authentication in medium to large enterprises
- Can provide dedicated, qualified professional resources to aid in ADFS/SAML 2.0 integration with CPS Active Directory resources
- System can notify CPS of any scheduled maintenance that would impact authentication services
- Follows industry best practices for security patching and intrusion prevention
- If ADFS / SAML is not support the CPS business owner may accept the use of LDAP, which introduces a single point of failure (risk).

k. A documented project management methodology shall be presented and utilized to manage the implementation of the IT service(s); which shall include scope, budget, communication, risk, and schedule management.

l. Provider must provide and document support services and have qualified staff to guide CPS through implementing, or migrating off proposed IT services, and have a transition protocol to make CPS owners and users capable of managing or overseeing the use of the Software or any other proposed IT service(s).

m. Provider must quickly, as determined by the Board's CIO, respond to and resolve issues as they arise, in accordance with the Service Level Agreement ("SLA"), which is attached hereto as Exhibit B, and a documented remediation process for handling issues. System response times and performance shall be approved by CPS owner before the system is operationalized

n. Provider(s) must demonstrate system readiness through a documented test plan, which must involve CPS users and sign off before going live.

o. Provider shall include detailed design and configuration documentation regarding the Software, which reflects this project's audience requirement. The Provider shall include a high-level diagram that clearly articulates the Software solution design concept including physical architecture, and app and data flow diagrams. If the Software includes multiple central distribution points, Provider shall be able to provide hardware and software failover redundancy and centralized data storage capabilities. The Provider shall provide documentation clearly identifying the (TCP/IP ports) used to connect to the application, and the encryption type/level of the connection.

p. Provide documentation of what type of transactional information is collected within the Software system. Secondly, have the capability to provide CPS system performance

data for consumption via paper, online reporting, or by secure data transfer to CPS IT environment.

q. Provider shall provide a detailed plan and describe their process for mapping data elements and transformation business rules from other (source) systems to the Software solution. In addition, there is a need to map data elements from the (source) Software solution's audit trail (of student information changes) to other (target) systems.

8. The Board must approve any Software used to provide Services under this Agreement prior to Provider utilizing such Software.

## **XI. CREDENTIALING**

Provider shall maintain records providing proof that Staff is fully and currently qualified. Documentation of qualifications must include: licensure, certification, experience, and/or training; TB check; criminal background check, as well as by applicable laws, rules, regulations, and codes. The Board reserves the right to refuse the Services of any Provider approved Staff, employee, agent, volunteer or prospective employee of the Provider for any reason or for no reason.

All RSPS will also receive access to the Software and can upload requested documents, such as copies of certificates and licenses for RCM's approval on the Software. RCM will set up additional users ("Users") as necessary and as directed by the Board at no additional cost to the Board.

## **XII. OPERATIONAL REQUIREMENTS**

- a. **Reporting:** Provider shall provide data and written reports to the Board, in a form approved by the Board, concerning general operations for each Service type as required by the Board. RCM shall provide written reports to the Board on the following: Monthly Spend, Current Assignment List, Survey Results of Staff's Performance, Dispute Resolution Results, and any other information as requested by the Board. RCM will also be required to provide evidence and information relating to the Service Level Agreement and Key Performance Indicators included below.
- b. **Recordkeeping Requirements for Drug and Alcohol Testing Program:** Written documentation must be maintained by the Provider that documents all Staff selected for random drug and/or alcohol testing. The process used to select individuals for random testing shall be documented by the Provider and the results of all tests must also be maintained by the Provider.

## **XIII: LIQUIDATED DAMAGES**

Because of the difficulty in ascertaining and quantifying the actual damages which the Board may sustain should the Provider fail to perform Services as required under this Agreement, the Board and Provider agree that the Board shall have the right to assess liquidated damages for each failure by the Provider to perform the Services required under this Agreement. The amount of liquidated damages for each such failure by the Provider shall be assessed on a fixed amount basis. The Board and the Provider further agree that the imposition of liquidated damages is a reasonable measure of the Board's damage.

Provider agrees to pay such amounts as fixed, agreed and liquidated damages, and not by way of penalty, to the Board and further authorizes the Board to deduct the amount of the damages from money due the Provider under this Agreement. If the monies due the Provider are insufficient or no monies are due the Provider, Provider shall pay the Board the amount(s) within thirty (30) calendar days after receipt of a written demand by the Board.

The Board shall have the right to elect not to assess liquidated damages in its sole discretion and determination. However, failure by the Board to assess liquidated damages in any particular instance or occasion shall not preclude, or constitute a waiver, of the Board's right to assess such damages at a later time, or on a subsequent occasion. The Board's right to assess liquidated damages shall not preclude the assertion of, or be exclusive of, any other available remedy including the right to terminate this Agreement, in whole or in part, or the right to seek damages for an unspecified amount for other failures to perform under this Agreement.

Liquidated damages will not be assessed if poor performance results from "Force Majeure". The term "Force Majeure" as used herein means acts of God; acts of public enemy, blockades, wars, insurrections or riots; landslides, earthquakes, fires, storms, floods, or washouts; governmental restraints, either federal or state, civil or military; civil disturbances; explosions; and traffic accidents caused entirely by a party other than Provider or Provider's employees.

The Board may assess liquidated damages commencing January 1, 2016 in the amounts set out below, on i) a per day basis; ii) a per hour basis; and iii) a per occurrence basis.

**Provider agrees to pay to the Board the following assessment(s) for Liquidated Damages:**

Service Failures Resulting In Assessments of Liquidated Damages to be Paid by Provider:	Assessment
Documentation submission and Approval of Services (Progress Notes)	24 hours is the goal, however, if Provider's Staff has not documented Services within 48 hours of Service delivery, Provider shall credit the next month's invoice \$50 per day per documentation that has not been submitted electronically.
Time to Fill: Routine Assignments	24 hours from notice from the Board is the goal, however, if Provider does not fill the assignment within 72 hours of notice of the assignment, Provider shall credit the next month's invoice \$150 per day until such assignment is filled.



<p>Time to Fill: Hard to Fill, including visits, 1/2 days, bus routes</p>	<p>24 hours is the goal, however, if Provider does not fill an assignment within 120 hours of notice of the assignment, Provider shall credit the next month's invoice \$150 per day until such assignment is filled.</p>
<p>Time to Fill: Emergency Assignments, Last minute call-off (CPS or agency) Coverage - Fill within 2 hours (on-site within three hours)</p>	<p>Last minute call-offs must be filled within 2 hours of CPS notifying RCM and a RSP must be on site within 3 hours of call off or scheduled assignment start time, whichever is earlier. Provider shall credit the next month's invoice \$150 per occurrence.</p>

**XIV: KEY PERFORMANCE INDICATORS**

<b>NURSE CONTRACT -KPI</b>		
<b>CATEGORY</b>	<b>KEY PERFORMANCE INDICATOR</b>	<b>TARGET</b>
<b>Staffing</b>	General Attendance	100%
	Competency of Staffed Nurses	100%
	Customer Service Satisfaction Survey (principal, nurse)	>80%
	Documentation and Approval of Services Accuracy (Progress Notes)	100% target
	Credentials Documentation	
<b>Scheduling</b>	Response Rate by Level (assigned by cali center)	100%
	Invoice Accuracy	100%
<b>Training</b>	Time to Train Once Development Need is Identified	10 days

**EXHIBIT B  
SERVICE LEVEL AGREEMENT**

The following Service Level terms and conditions ("Services Level Agreement" or "SLA") shall apply to the provision and use of Services provided by the RCM Technologies (USA), Inc. ("Provider" or "RCM"). This Service Level Agreement provides for minimum levels of service by Provider with respect to the Board's access to and use of JobDiva in connection with the Nursing and Health Management Services as contemplated by the Agreement entered into by the Board and Provider.

**Service Offerings and Levels**

The following criteria have been defined as Service Levels and are the basis for measuring JobDiva's performance.

Definitions:

"Business Day" means Monday through Friday, excluding the following national holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

"Business Hours" means 8:30AM – 7:30PM CST every Business Day.

"RCM Administrator" means a designated RCM employee that is the primary point of contact for between JobDiva and RCM.

**Table 1: Service Level Matrix**

Category	Component	Measurement Factor	Performance Goal
System/ Application	JobDiva Application Module Availability	Percent of scheduled hours available, excluding: <ul style="list-style-type: none"> <li>• Scheduled maintenance windows</li> <li>• Force Majeure</li> <li>• Issues with Internet and communication applications not maintained and/or hosted by JobDiva or JobDiva's service providers</li> <li>• USERS using a web browser other than Microsoft Internet Explorer version 6.0 or higher, or RCM not having access to the Internet.</li> </ul>	99.3%
	Application Module Hours of Operation	Scheduled hours that the application Module is available excluding: <ul style="list-style-type: none"> <li>• Scheduled maintenance windows. JobDiva offers the following maintenance windows:               <ul style="list-style-type: none"> <li>o Friday 10:00 P.M. to Sunday 10:00 P.M. and after 6:30 PM weekdays CST.</li> </ul> </li> <li>• Force Majeure</li> <li>• Issues with Internet and applications not maintained and/or hosted by JobDiva</li> <li>• USERS using a web browser other than Microsoft Internet Explorer version 6.0 or higher, or RCM not having access to the Internet.</li> </ul>	24x7 except scheduled maintenance and the right to have extended maintenance period with a five (5) Business Day notice to RCM Administrator (acceptable means of contacts are email and telephone)
Customer Support (Phone/email)	Availability	Business Hours of Support: 5 Business Days a week, 8:30am – 7:30pm ET. Support during the national holidays will be from 11:00am – 3:00pm CST with voice and email reply only with two (2) hour response time.	8:30am – 7:30pm ET, Monday-Friday
(holds only during Business Hours	Call Answering for Peak Hours (9:00AM – 5:00PM	Amount of time to answer a call	< 90 sec, 90% of calls

Category	Component	Measurement Factor	Performance Goal
<i>above</i>	ET Monday and Friday)		
<i>(holds only during Business Hours above)</i>	Email response for Peak Hours (9:00AM – 5:00PM ET Monday and Friday)	Amount of time to return an email to <a href="mailto:Support@JobDiva.com">Support@JobDiva.com</a>	< One Hour 90% of email receipt
<i>(holds only during Business Hours above)</i>	Call Return Time	Amount of time to return voice messages	< 1 hour 90% of calls
Customer Support – Problem Resolution	Severity Level “Critical” (please refer to the Severity Level Definitions Table for description)	100% of cases will be either (i) resolved within four (4) Business Hours of RCM logging the call to the JobDiva Help Desk or (ii) if resolution is not commercially practicable within such four (4) Business Hours, JobDiva will work continuously during Business Hours to achieve such resolution. Solution or workaround will be deployed within the next suitable maintenance window.	100% will be either (i) resolved within four (4) Business Hours or (ii) if resolution is not commercially practicable within such four (4) Business Hours, JobDiva will work continuously during Business Hours to achieve such resolution, deploy within next suitable maintenance window.
	Severity Level “High” (please refer to the Severity Level Definitions Table for description)	99% of cases will be resolved within one (1) Business Day of RCM logging the call to the JobDiva Help Desk. Solution or workaround will be deployed within five (5) Business Days or within the next suitable maintenance window.	99% will be resolved within one (1) Business Day, deploy within five (5) Business Days or within the next suitable maintenance window.
	Severity Level “Low” (please refer to the Severity Level Definitions Table for description)	99% of cases will be resolved within 3 Business Days of RCM logging the call to the JobDiva Help Desk. Permanent solution or workaround will be deployed on case-by-case basis.	99% will be resolved within 3 Business Days, deploy on a case-by-case basis.

The Board can request, at any time (but no more than monthly), written reports on the Performance Goals. In the event of a failure of a Performance Goal, RCM will be given a reasonable opportunity to cure such failure.

Table 2: Severity Level Definitions

Severity Level	Description
Critical	System is not accessible for usage, or functionality cannot be accessed and there is no work around
High	System is accessible but there are non-functioning VMS e-users or non-functioning job board harvesters or other parts of the System that are not functioning properly but do not materially interfere with service, excluding issues caused with Internet and applications that are not maintained and/or hosted by JobDiva or its collocation hosting site.
Low	System is accessible but is deviating from customary operation.

RCM will determine the Severity Level and will confirm such determination with the Board’s Chief Officer of ODLSS, or his/her designee.

EXHIBIT C  
Schedule of Pricing

**A. Staffing**

\*Billed labor rates that were not included in the Agreement or that conflict with the employee's classification will not be accepted (i.e., in the event the Board requests a LPN and a RN is provided, then the Board will pay at the LPN rate, not the RN rate).

**Clinical Positions**

Job Title	Qualifications	Description	Hourly Rate
RN (CSN)	Illinois State Licensed Registered Nurse (RN)  Professional Educators License (PEL)	Provides first aid, and emergency care case identification and case management of students with a chronic condition. Provides follow-up and evaluation. Implements health services and treatments to students with disabilities. Develops health assessments for students with 504 accommodation plans and students with IEPs. Develops IEP health goals and accommodations for students with IEPs. CPR certified. Professional educators license. Schools have an IEP team. Day every week which requires a CSN to attend. Typical workday is 7 hours for Board CSNs and 7.25 hours for agency CSNs, but may vary based upon individual school operations.	\$39.85
RN (HSM)	Illinois State Licensed Registered Nurse (RN)	Provides first aid, and emergency care case identification and case management of students with a chronic condition. Provides follow-up and evaluation. Implements health services and treatments to students with disabilities. Develops health assessments for students with 504 accommodation plans and students with IEPs. CPR certified. Typical workday is 7.25 hours, but may vary based upon individual school operations.	\$38.85
LPN	Illinois State Licensed Practical Nurse (RN)	Administer medications via oral, topical, subcutaneous, intradermal and intramuscular routes under the direction of a registered professional nurse (RN). Takes vital signs, blood glucose levels, carbohydrate calculations, insulin administrations. Proficient with peptic as well as adult GT feedings, catheterizations, tracheostomy and ventilator care. Provides first aid and emergency care. CPR certified. LPNs also travel on field trips or out of school locations for those students that require medical supervision. A Multi-school LPN visits more than one school per day. Multi-school LPNs shall not be compensated for travel to and from their home to the workplace. Typical workday is 7.25 hours, but may vary based upon individual school operations.	\$29.85
LPN - Multi-School	Illinois State Licensed Practical Nurse (RN)	Same as above.	\$30.85
Medical Assistant	Education- HS Diploma/GED Certification (10 months diploma or 2 year associates degree)	Works under the direction and delegation of the Physician only. Performs clinical and administrative tasks. Measures and record vital signs. Uses medical terminology and accepted charting abbreviations. Changes wound dressings and obtain wound cultures. Administers medications topically, sublingually, vaginally, rectally, and by injection. Performs CPR and renders First Aid in an emergency. Filing and bookkeeping. Transcribes medical dictation for medical records. Typical workday is 7.25 hours, but may vary based upon individual school operations.	\$21.85
Health Aide	Education- HS Diploma/GED	Assists with collection and maintenance of health records and data. Performs clerical duties such as data entry and filing. Maintains confidentiality of all school records and health related issues. Typical workday is 7.25 hours, but may vary based upon individual school operations.	\$18.00
Vision/Hearing Technician	Education- HS Diploma/2 x 3 day certification course + home study	The vision and hearing technician provides screening activity for visual acuity, muscle balance, hyperopia, phoria, near/far binocular vision, pure tone audiometric tests, and thresholds tests (when needed). Performs clerical duties such as data entry and filing. Maintains confidentiality of all school records and health related issues. They also identify students that need further evaluation and refer those students to the appropriate department. Typical workday is 7.25 hours, but may vary based upon individual school operations.	\$20.00

**Non-Clinical / Administrative Professionals**

Medical Records Clerk	HS Diploma	Fill charts daily for patients who are scheduled and make sure that the date of service is stamped on the progress note. Inserts any lab results or other results needed for review by the provider as per policies and procedures established by the facility and in accordance with licensing and regulatory requirements or as instructed by the clinical staff. Check for patient identifying information on all documents.	\$28.00
Medical Biller	HS Diploma Experience in specific field	Medical billing translates a health care service into a billing claim. The responsibility of the medical biller in a health care facility is to follow that claim to ensure the practice receives reimbursement for the work the providers perform. A knowledgeable biller can optimize revenue performance for the practice.	\$32.00
Medical Coder	AHIMA and/or AAPC Certification(s)	Medical coding professionals provide a key step in the medical billing process. Every time a patient receives professional health care in a physician's office, hospital outpatient facility or ambulatory surgical center (ASC), the provider must document the services provided. The medical coder will abstract the information from the documentation, assign the appropriate codes, and create a claim to be paid, whether by a commercial payer, the patient, or CMS.	\$48.00
Administrative Assistant	HS Diploma and relevant experience	Administrative assistants perform routine clerical and administrative duties. They organize files, draft messages, schedule appointments, and support other staff.	\$31.00

EXHIBIT C  
Schedule of Pricing

Scan Technician	HS Diploma and 1 year of Scanning experience	The Medical Record Scanning Technician will be responsible for Recovery, scanning and electronic documentation of medical records from a variety of provider offices and facilities using computer and scanning equipment and accurately transferring the data.	\$27.00
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\*Provider will invoice monthly for Staffing Services rendered during the prior month

B. Scheduling	Cost Per Year not to exceed	Total Cost not to exceed
	\$70,000	\$280,000

\*Scheduling fee will be invoiced monthly in equal amounts for scheduling Services rendered, invoice amount not to exceed \$5,833.33

C. Training of RCM Staff and CPS Staff	Cost per Year not to exceed	Total Cost not to exceed
	\$15,000	\$60,000

\*Training fee will be invoiced yearly in September and December of the each school year, Invoice amount not to exceed \$7,500.

D. Hiring/Recruiting Rate				
Job Title	Upfront Payment	Retention Payment	Fee per Placement not to exceed	Retention Period
CSN	\$8,000.00	\$2,000.00	\$10,000.00	9 Months
HSN	\$7,200.00	\$1,800.00	\$9,000.00	9 Months
LPN	\$5,200.00	\$1,300.00	\$6,500.00	9 Months
Health Aid	\$4,000.00	\$1,000.00	\$5,000.00	9 Months
Multi-school LPN	\$6,400.00	\$1,600.00	\$8,000.00	9 Months

\*The upfront payment for the placement of a Board employee shall be payable 30 days after the employee commences work for CPS. The upfront payment is earned over 90 days (1/3 earned in 30 days, 2/3 earned in 60 days, full upfront payment earned in 90 days). Provider shall repay CPS any unearned portion of the upfront payment if the employee leaves their Board employment within 90 days, as a credit on the following month invoice.

\*Retention payment shall be payable only upon the employee's completion of 9 months at CPS

E. Gain Share Arrangement

**Gain Share Arrangement:**

In addition to the pricing set forth above, the parties will split savings based on Table A below. This gain share arrangement ("Gain Share Arrangement") will only be activated if the actual, realized savings in Fiscal Year 2016 (July 1, 2015-June 30, 2016) exceeds \$1,100,000.00 (as may be adjusted below). The baseline for these savings is \$31,560,741.91, which is the final actual FY2015 Board spend in the nursing category. This baseline may be adjusted at the end of FY2016 if the number of IEP minutes changes by more than 10% in FY2016. In FY15, there were 337,695 weekly direct and indirect mandatory IEP minutes. The following are additional terms for this Gain Share Arrangement:

- A. This Gain Share Arrangement will only apply for FY2016 (July 1, 2015-June 30, 2016).
- B. The savings will only be based on actual, realized savings in FY2016, not on savings Initiatives that will be implemented in the future fiscal years.
- C. RCM and CPS will meet quarterly to discuss the gain share cost savings. RCM will have the opportunity to propose initiatives for cost savings and if approved by the Board's Chief Procurement Officer ("CPO") in writing acting reasonably, any savings realized during FY2016 will be applied toward the FY2016 savings total. The CPO must approve any cost saving initiative before implemented by RCM. RCM will then track the savings quarterly throughout FY2016 and provide CPS with a written report on these savings at each quarterly meeting.
- D. Within 45 days of the end of FY2016, RCM will provide a written report indicating the total realized FY2016 savings. Only CPS approved saving initiatives will count toward the realized savings. Reported savings that are offset by increased spend in other areas of the Agreement will not count toward the realized savings or this Gain Share Arrangement (i.e., total savings reported for gain share cannot exceed the difference between actual FY2016 spend and actual FY2015 baseline spend in the nursing category), unless such increased spend resulted from events/situations determined by CPS to be outside RCM's control, as provided in Paragraph G, below. CPS will verify the accuracy of RCM's savings total and if approved by the Board's CPO, RCM shall invoice the Board for payment under this Gain Share Arrangement.
- E. RCM will get credit for CPS approved cost saving initiatives RCM initiated that result in actual, realized savings to CPS. This is not an inclusive list, but examples include:
  - 1) RCM implements more effective scheduling which results in more Services delivered or less Staff required.
  - 2) RCM implements improved training programs to better meet the needs of students which results in less turnover and reduced costs to CPS.
- F. RCM will not get credit for initiatives initiated by CPS. This is not an inclusive list, but examples include:
  - 1) CPS invests in new systems to reduce the clerical work of nurses.
  - 2) CPS implements a new strategy which results in a reduction of nursing minute/staffing needs.
  - 3) New legislation decreases the credentialing requirements for nurses and reduces cost due to less costly staff required to service the needs of students.
- G. RCM will not be penalized for events/situations outside their control that negatively impact the savings. At each quarterly meeting, RCM will have the opportunity to disclose to CPS any of these events/situations. CPS will determine whether the event/situation was within RCM's control and what the impact of these events/situations has on the FY2016 total spend, and if truly not within RCM's control, CPS will not apply them towards the total FY2016 spend so that RCM's savings total is not negatively impacted. This is not an inclusive list, but examples include:
  - 1) A health epidemic declared by the Center for Disease Control (CDC) which requires a dramatic increase in staffing
  - 2) Work Stoppage
  - 3) CPS policy change which results in increased nursing or healthcare needs.
  - 4) Change in law

- 5) Force majeure
- 6) Any delay requested by CPS or agreed upon by CPS and RCM in implementing RCM's scheduling of all CPS Staff and Staff or the Software as provided in the Scope of Services.

H. In FY2016, if RCM fails to achieve at least \$800,000 In savings, RCM will reimburse CPS based on the payment structure in Table B below. RCM will reimburse the Board in one lump sum payment within 30 days of savings determination.

I. In the event of Early Termination of this Agreement, this Gain Share Arrangement will not apply and will not be activated.

Table A

Minimum Savings at which the gain share will begin with RCM	\$1,100,000		
Actual Savings in FY2016 over FY2015 CPS Nurse Spending	Additional Savings over \$1.1m	RCM % Share of Additional Savings	CPS % Share of Additional Savings
\$1,100,000 - \$1,200,000	\$0 - \$100,000	10%	90%
\$1,200,000 - \$1,300,000	\$100,000 - \$200,000	12%	88%
\$1,300,000 - \$1,400,000	\$200,000 - \$300,000	14%	86%
\$1,400,000 - \$1,500,000	\$300,000 - \$400,000	16%	84%
\$1,500,000 - \$1,600,000	\$400,000 - \$500,000	18%	82%
\$1,600,000 - \$1,700,000	\$500,000 - \$600,000	21%	79%
\$1,700,000 - \$1,800,000	\$600,000 - \$700,000	24%	76%
\$1,800,000 - \$1,900,000	\$700,000 - \$800,000	27%	73%
\$1,900,000 - \$2,000,000	\$800,000 - \$900,000	30%	70%

Table B

Actual Savings in FY2016 over FY2015 CPS Nurse Spending	Amount that RCM will give back to CPS
Below \$600,000	\$125,000
\$600,000 - \$650,000	\$100,000
\$650,000 - \$700,000	\$75,000
\$700,000 - \$750,000	\$50,000



\$750,000 - \$800,000	\$25,000
Above \$800,000	\$0

This Agreement will be posted on the CPS internal website

**EXHIBIT D**

**LIST OF KEY PERSONNEL**

Key Personnel assigned to provide Services under this Agreement:

Michael Saks - Senior Vice President of Business Development

Marc Chafetz - Vice President of Business Development, Contract Administrator

Andrew Hay - Director of Business Development, Project Coordinator and Nursing Supervisor

Nicollette Cusmano - Senior Recruiter

Cheryl Presuto - Vice President of Finance



# Request for EXTENDED DAY PAY



## ↳ Nurse on Bus (NOB)

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CPS Employee ID \_\_\_\_\_ First Name \_\_\_\_\_ Last Name \_\_\_\_\_

▶ Position No. \_\_\_\_\_ SSN (last 4 digits): \_\_\_\_\_

CPS Nurse - LPN    CPS Nurse    Agency Nurse    Children's Welfare Attendant

▶ E-Mail Address: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

▶ School Assignment: \_\_\_\_\_ Unit No. \_\_\_\_\_

▶ Bus Company: \_\_\_\_\_ Garage Location: \_\_\_\_\_ Route No. \_\_\_\_\_

▶ Time of Scheduled Bus P/U in A.M. \_\_\_\_\_; Time of Scheduled Bus D/O in P.M. \_\_\_\_\_

▶ Time of School Start: \_\_\_\_\_; Time of School Dismissal: \_\_\_\_\_

▶ Name of Student(s): \_\_\_\_\_; No. of Student(s): \_\_\_\_\_

▶ Pay Period: \_\_\_\_\_ (From: \_\_\_\_\_ To: \_\_\_\_\_)

▶ I am requesting EXTENDED DAY (ED) PAY for the following dates: (P/U = Pick-up; D/O = Drop off)

DATE (Month/Day)	Bus P/U	School ARR	School DEPART	Bus D/O	ED Minutes	COMMENTS
EG: MON 8/21	7:30 a.m.	8 a.m.	11 a.m.	11:30 a.m.	60	
MON						
TUES						
WED						
THURS						
FRI						
<b>TOTAL Hours for the Week:</b>						Payroll will round up/down to closest 15 min. interval

▶ I certify that the information above is correct: \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

▶ Principal Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_

NOTE: The completion of this form by applicant authorizes CPS to verify all information submitted for ED Pay. This form must be received no later than the Friday of the closing pay period. Please fax this form to your Nurse Coordinator and Payroll Clerk. (FORM: CRS-NUR 7/10 - 1A)

This Agreement will be posted on the CPS internal website

**EXHIBIT F**

**BUSINESS ASSOCIATE ADDENDUM**  
**(ALSO REFERRED TO AS "HIPAA ADDENDUM")**

This is an addendum to the Supplemental School Nursing and Health Management Services Agreement entered into as of July 1, 2015 ("Agreement") by and between the RCM Technologies (USA), Inc. (hereinafter referred to as "Business Associate"), and the Board of Education of the City of Chicago, a body politic and corporate (hereinafter referred to interchangeably as the "Board" or "Employer"). This Addendum is effective as of the foregoing date.

Board and Business Associate, for good and valuable consideration, agree to modify the Agreement as follows, to comply with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as set forth in Title 45, Parts 160 and 164 of the Code of Federal Regulations (the "CFR") as from time to time amended. Except as expressly provided in this Addendum, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect. In the event of conflicting terms or conditions, this Addendum shall supersede the Agreement.

1. **Definitions.** Capitalized terms not otherwise defined in the Agreement shall have the meanings given to them in Title 45, Parts 160 and 164 of the CFR and are incorporated herein by reference.
2. **Use and Disclosure of Protected Health Information.** Business Associate shall use and/or disclose Protected Health Information ("PHI") only to the extent necessary to satisfy Business Associate's obligations under the Agreement. Board shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Employer in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI. Board will notify Business Associate of any material change in privacy policies, procedures or practices.
3. **Prohibition on Unauthorized Use or Disclosure of PHI.** Business Associate shall not use or disclose any PHI received from or on behalf of Board, except as permitted or required by the Agreement, as required by law or as otherwise authorized in writing by Board. Business Associate shall comply with: (a) Title 45, Part 164 of the CFR; (b) State laws, rules and regulations applicable to PHI not preempted pursuant to Title 45, Part 160, Subpart B of the CFR; and (c) Board's health information privacy and security policies and procedures.
4. **Business Associate's Operations.** Business Associate may use PHI it creates or receives for or from Board only to the extent necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities. Business Associate may disclose such PHI as necessary for Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities only if:
  - (a) The disclosure is permitted by law or by the Agreement so long as in compliance with the law; or
  - (b) Business Associate obtains reasonable assurance substantially similar to the provisions set forth in subparagraphs 4(b)(i)-(ii) below, evidenced by written contract, from any person or organization to which Business Associate shall disclose such PHI that such person or organization shall:

This Agreement will be posted on the CPS internal website

- (i) Hold such PHI in confidence and use or further disclose it only for the purpose for which Business Associate disclosed it to the person or organization or as required by law; and
- (ii) Notify Business Associate (who shall in turn promptly notify Board) of any instance of which the person or organization becomes aware in which the confidentiality of such PHI was breached.

5. **Data Aggregation Services.** Business Associate may use PHI to provide Data Aggregation Services related to Board's Health Care Operations.

6. **PHI Safeguards.** Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any PHI received from or on behalf of Board.

7. **Electronic Health Information Security and Integrity.** Within agreed upon time limits, Business Associate shall develop, implement, maintain and use appropriate administrative, technical and physical security measures in compliance with Section 1173(d) of the Social Security Act, Title 42, Section 1320d-2(d) of the United States Code and Title 45, Part 162, 164 or any other pertinent section of CFR to preserve the integrity and confidentiality of all electronically maintained or transmitted Health Information received from or on behalf of Board pertaining to an individual. Business Associate shall document and keep these security measures current.

8. **Protection of Exchanged Information in Electronic Transactions.** If Business Associate conducts any Standard Transaction for or on behalf of Board, Business Associate shall comply, and shall require within a reasonable time of execution hereof any subcontractor or agent conducting such Standard Transaction to comply, with each applicable requirement of Title 45, Part 162 of the CFR. Business Associate shall not enter into or permit its subcontractors or agents to enter into any Trading Partner Agreement in connection with the conduct of Standard Transactions for or on behalf of Board that: (a) changes the definition, Health Information condition or use of a Health Information element or segment in a Standard except when necessary to implement state or federal law or to protect from fraud or abuse; (b) adds any Health Information elements or segments to the maximum defined Health Information set; (c) uses any code or Health Information elements that are either marked "not used" in the Standard's Implementation Specification or are not in the Standard's Implementation Specification(s); or (d) changes the meaning or intent of the Standard's Implementation Specification(s).

9. **Subcontractors and Agents.** Business Associate shall require each of its subcontractors or agents to whom Business Associate may provide PHI received from, or created or received by Business Associate on behalf of Board to agree to written contractual provisions that impose at least substantially the same obligations to protect such PHI as are imposed on Business Associate by the Agreement.

10. **Access to PHI.** Business Associate shall provide access, at the request of Board, to PHI in a Designated Record Set to Board or, as directed by Board, to an individual to meet the requirements under Title 45, Part 164, Subpart E, Section 164.524 of the CFR and applicable state law. Business Associate shall provide access in the time and manner mutually agreed upon.

This Agreement will be posted on the CPS internal website

11. **Amending PHI.** Business Associate shall make any amendment(s) to PHI in a Designated Record Set that Board directs or agrees to pursuant to Title 45, Part 164, Subpart E, Section 164.526 of the CFR at the request of Board or an Individual, and in the time and manner in a time and manner agreed to by Board which will permit the Board to meet its obligations pursuant to 45 CFR § 164.526.

12. **Accounting of Disclosures of PHI.**

(a) Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Board to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

(b) Business Associate agrees to provide Board or an individual, in the time and manner set forth in Board's health information privacy and security policies and procedures, information collected in accordance with Section 12(a) above, to permit Board to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Title 45, Part 164, Subpart E, Section 164.528 of the CFR.

13. **Access to Books and Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI received from or on behalf of Board available to Board and to DHHS or its designee for the purpose of determining compliance with the Privacy Rule. This shall be in addition to any other disclosure requirements of the Agreement.

14. **Reporting.** Business Associate shall report to Board any use or disclosure of PHI not authorized by the Agreement, by law, or in writing by Board. Business Associate shall make the report to Board's Privacy Official not more than (14) business days after Business Associate learns of such unauthorized use or disclosure. Business Associate's report shall at least: (a) identify the nature of the unauthorized use or disclosure; (b) identify the PHI used or disclosed; (c) identify who made the unauthorized use or received the unauthorized disclosure; (d) identify what Business Associate has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (e) identify what corrective action Business Associate has taken or shall take to prevent future similar unauthorized use or disclosure; and (f) provide such other information, including a written report, as reasonably requested by Board's Privacy Official. The provisions of this section shall be in addition to any other reporting-requirements in the Agreement.

15. **Mitigation.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of the Agreement.

16. **Return or Destruction of Health Information**

(a) Except as provided in paragraph (b) of this section or Section 11.3 of the Agreement, upon termination, cancellation or expiration of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Board, or created or received by Business Associate on behalf of Board. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

This Agreement will be posted on the CPS Internal website

(b) As verified by the Board, in the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Board notification of the conditions that make return or destruction infeasible. In the event that 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.

17. **Security Incidents.** Business Associate agrees to report to Board any successful Security Incidents in Business Associate's information systems of which Business Associate becomes aware. Business Associate will make such report to Board's Privacy Officer within a reasonable time after Business Associate learns of any successful Security Incidents. To avoid unnecessary burden on either party, Business Associate will only be required to report, upon Board's request, attempted, but unsuccessful Security Incidents in Business Associate's information systems that involve Board's electronic PHI of which Business Associate becomes aware; *provided* that Board's request shall be made no more often than as reasonably required by the Board.

18. **Automatic Amendment.** Upon the effective date of any amendment to the regulations promulgated by HHS with respect to HIPAA, the Agreement shall automatically amend such that the obligations imposed on Business Associate as a Business Associate remain in compliance with such regulations.

19. **Term and Termination.** The term of this Addendum shall terminate without notice upon termination or the expiration of all agreements entered into between the parties that involve the use and disclosure of Protected Health Information, or as otherwise mutually agreed upon in writing by the parties. Notwithstanding termination of this Agreement or any other agreements between the parties, Business Associate shall extend the protections of this Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information.

IN WITNESS WHEREOF, each of the undersigned has caused this Addendum to be duly executed in its name and on its behalf effective as of July 1, 2015.

BOARD OF EDUCATION OF THE  
CITY OF CHICAGO

By: Gail D. Ward <sup>YML</sup>  
Gail D. Ward, Board Member

Attest: Estela G. Beltran 8/13/15  
Estela G. Beltran, Secretary

RCM TECHNOLOGIES (USA), INC

By: Michael Saks

Title: Senior Vice President

Date: 8/12/15

Board Report No: 15-0624-PR6 - I

Approved as to legal form: <sup>YML</sup>  
By: James Bebley

James Bebley, General Counsel

